Docket #0207 Date Filed: 06/01/2026

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

In re:	)	**Chapter 11**
SHANNON WIND, LLC	)	**Case No. 26-90124 (ARP)**
DEBTOR[1]	)	

GE VERNOVA INTERNATIONAL LLC'S WITNESS AND EXHIBIT LIST

GE Vernova International LLC ("GEVI") files its Witness and Exhibit List for the hearing to be held on June 3, 2026, at 9:00 a.m. (Central Daylight Time) as follows:

GEVI'S WITNESSES

GEVI may call the following witnesses at the Hearing:

Fact Witnesses:

1. Chad Kelly, Director, Customer Performance Wind Services for GE Vernova
2. John Shepherd, Chief Restructuring Officer for the Debtor
3. Any witness listed by any other party

Expert Witnesses:

GEVI reserves the right to cross-examine any witness called by any other party and call any rebuttal witnesses as necessary.

GEVI'S EXHIBITS

Ex. #	Description	Offered	Objection	Admitted/Not Admitted	Disposition
1.	Schedules of Assets and Liabilities for Shannon Wind [Doc. No. 97]				

[1] The last four digits of the Debtor's federal tax identification number are 3562. [add]

2690124260601000000000007

2.	GE Vernova LLC's Proof of Claim filed on April 16, 2026 [Doc. No. 5]				
3.	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 Lines, Claims, Encumbrances and other Interests, and the Assumption and Assignment of Executory Contracts and Unexpired Leases [Doc. No. 66]				
4.	Order Conditionally Approving the Disclosure Statement, [Doc. 138]				
5.	Amended Combined Disclosure Statement and Chapter 11 Plan [Doc. No. 141]				
6.	Notice of Potential Assumption or Assumption and Assignment of Certain Executory Contracts and Unexpired Leases filed on March 23, 2026 [Doc. No. 115]				
7.	GEVI's Objection to Cure Amounts filed on May 4, 2026[Doc. No. 155]				
8.	Debtor's Notice of Filing of Stalking Horse Bidder Designation [Doc. No. 146]				
9.	GEVI's Response to Designation of Stalking Horse Bidder [Doc. No. 156]				
10.	Order (I) Approving (A) Designation of Stalking Horse Bidder [Doc. No. 163]				

11.	Notice of Filing of Plan Supplement [Doc.187]				
12.	Debtor's Monthly Operating Report [Doc. 149] filed on April 30, 2026				
13.	Debtor's Monthly Operating Report [Doc. 200] filed on May 29, 2026				
14.	Contract For Sale of Power Generation Equipment and Related Services Dated July 18, 2014				
15.	Full Service Agreement dated October 1, 2019 by and between Shannon Wind, LLC and General Electric International, Inc.				
16.	Invoice dated April 9, 2026 in the amount of $1,888,409.40				
17.	Letter dated October 6, 2025 from GE Vernova to Debtor re: Notice of Past Due Invoices and Intent to Terminate for Default				
18.	Invoice dated August 9, 2025 in the amount of $1,888,409.40				
19.	Invoice dated April 10, 2025 in the amount of $1,602,362.75				
20.	Invoice dated March 31, 2025 in the amount of $100,184.73				
21.	Email correspondence between Buyer's Counsel and GEVI's Counsel				
22.*	Equity Commitment Letter dated April 15, 2026 from Ardian Americas Inrastruture Fund V.S.C.S, SI CAV-FAIF				
23.*	Buyer's Organizational Chart				
24.*	Buyer's Financial Statements as of 9/30/25				

25. *	Buyer's Tax Return for 2024				
26.	Delaware Secretary of State Report re Buyer				
27.	Texas Secretary of State re Buyer				
28.	Any other document or pleading filed in the above-captioned main cases.				
29.	Any exhibit necessary for impeachment and/or rebuttal purposes.				
29.	Any exhibit identified or offered by any other party.				

***** Documents are subject to a Confidentiality Agreement by and between GE Vernova International LLC and 1370 Clean Energy LLC and may be filed under seal with the court.

RESERVATION OF RIGHTS

GE Vernova International LLC reserves the right to call or to introduce one or more, or none, of the witnesses and exhibits listed above, and further reserve the right to amend or supplement this list prior to the Hearing.

Dated this 1st day of June, 2026.

Respectfully submitted,

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ
A Professional Corporation

By: */s/ Susan C. Mathews*
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COUNSEL FOR GE VERNOVA INTERNATIONAL LLC

CERTIFICATE OF SERVICE

I hereby certify that on June 1, 2026, I caused a true and correct copy of the foregoing was emailed through the Court's Electronic Case Filing System on counsel for the Debtor and all parties that have registered for ECF service.

/s/ Susan C. Mathews
Susan C. Mathews

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]	

SCHEDULES OF ASSETS AND LIABILITIES FOR SHANNON WIND, LLC, CASE NO. 26-90124 (ARP)

EXHIBIT
1

[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.

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.	

GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY, AND DISCLAIMERS REGARDING DEBTOR'S SCHEDULES OF ASSETS AND LIABILITIES AND STATEMENT OF FINANCIAL AFFAIRS

Shannon Wind, LLC (the "**Debtor**") has filed Schedule of Assets and Liabilities (collectively, the "**Schedules**") and the Statements of Financial Affairs (collectively, the "**Statements**") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**"). The Debtor, with the assistance of its legal and financial advisors, prepared the Schedules and Statements, pursuant to section 521 of Chapter 11 of the United States Code (the "**Bankruptcy Code**") and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and are unaudited.

While the Debtor has made every reasonable effort to ensure that the Schedules and Statements are as accurate and complete as possible, based on information that was available at the time of preparation, subsequent information or discovery may result in material changes to these Schedules and Statements, and inadvertent errors or omissions may have occurred. As the Schedules and Statements contain unaudited information, which is subject to further review, verification, and potential adjustment, there can be no assurance that these Schedules and Statements are as complete and accurate as absolutely possible.

These ***Global Notes and Statement of Limitations, Methodology, and Disclaimers Regarding the Debtor's Schedules of Assets and Liabilities and Statement of Financial Affairs*** (the "**Global Notes**") are incorporated by reference in, and comprise an integral part of, the Schedules and Statements, and should be referred to and considered in connection with any review of the Schedules and Statements. In the event that the Schedules and Statements differ from the Global Notes, the Global Notes shall control.

The Debtor owns a 204.1 megawatt wind farm in Clay County, Texas (the "**Project**"). The Debtor does not have any employees. Consolidated Asset Management Services ("**CAMS**") provides administrative and asset management services for the Project. CAMS provides the

Debtor the primary asset management services for the Project, essentially managing the Project on a day-to-day basis and maintaining the Debtor's compliance with regulatory organizations and various transactional counterparties and documents. The Debtor reasonably relied upon information provided by, and assistance from, CAMS to complete these Global Notes and the Schedules and Statements.

The Schedules and Statements are signed by John Shepherd, the Debtor's Chief Restructuring Officer (the "**CRO**"). In reviewing and signing the Schedules and Statements, the CRO relied upon his knowledge of the business, the Debtor's accounting and financial data provided to its financial advisors and accountants, and the efforts, statements, and representations of the Debtor's independent contractors, including CAMS.

The Debtor and the CRO have not and could not personally verify the accuracy of each statement and/or representation contained in the Schedules and Statements, including, but not limited to, statements and representations concerning amounts owed to creditors, classification of such amounts, and creditors' addresses. Although every reasonable attempt has been made to assign corresponding transactions of the Debtor utilizing the available accounting and finance management systems and data, certain assets, liabilities, equity contributions, or cash payments may have been reported in the Schedules and Statements in a manner that reflects a different value from that conflict with the value a counterparty or beneficiary may attribute to any such transaction.

In preparing the Schedules and Statements, the Debtor relied on financial data derived from the Debtor's books and records that were available at the time of such preparation, including books and records maintained by CAMS. The Debtor's accountants, attorneys, and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein or in the Schedules and Statements and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein. While commercially reasonable efforts have been made to provide accurate and complete information herein, inadvertent errors or omissions may exist. For the avoidance of doubt, the Debtor's professionals expressly do not undertake any obligation to update, modify, revise, or re-categorize the information provided herein, or to notify any third party should the information be updated, modified, revised, or re-categorized, except as required by applicable law. In no event shall the Debtor, or the Debtor's accountants, attorneys, financial advisors, or other independent contractors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtor or damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused, even if the Debtor or the Debtor's accountants, attorneys, financial advisors, or other independent contractors are advised of the possibility of such damages.

Global Notes and Overview of Methodology

1. **Description of Case.** On January 25, 2026, (the "**Petition Date**"), the Debtor filed its voluntary petition under chapter 11 of the Bankruptcy Code. On January 26, 2026, the Bankruptcy Court concluded that the complex case designation was appropriate. [ECF No. 5].

2. **Reservations and Limitations.** Commercially reasonable efforts, including but not limited to, reasonable reliance upon information provided by CAMS, have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may exist. Nothing contained in the Schedules and Statements constitutes a waiver of the Debtor's rights or an admission of any kind with respect to the chapter 11 case, including but not limited to, any rights or claims of the Debtor against any third party, claims or issues involving equitable subordination, defenses to any claims or causes of action against the Debtor, or the Debtor's claims or causes of action arising under chapter 11 of the Bankruptcy Code or any other relevant applicable bankruptcy or non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservations of rights contained in this paragraph.

a. **No Admission.** Nothing contained in the Schedules and Statements is intended or should be construed as an admission or stipulation of the validity of any claim against the Debtor, any assertion made therein or herein, or a waiver of the right to dispute any claim or assert any cause of action or defense against any party.

b. **Recharacterization.** Notwithstanding that the Debtor has made commercially reasonable efforts to accurately characterize, classify, categorize, or designate certain claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements, the Debtor nonetheless may have improperly characterized, classified, categorized, or designated certain items. The Debtor reserves all rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements at a later time as is necessary and appropriate.

c. **Categories or Labels for Purpose of Presentation in Schedules and Statements.** Information requested by the Schedules and Statements requires the Debtor to make a judgment regarding the appropriate category in which information should be presented or how certain parties, claims or other data should be labeled. The Debtor's decisions regarding the category or label to use are based on the best information available as of the filing of these Schedules and Statements and within the time constraints imposed. The Debtor reserves the right to modify, change or delete any information in the Schedules

and Statements by amendment, including to the extent some information currently presented should be moved to a different category or labeled in a different way.

d. **Classifications.** Listing (i) a claim on Schedule D as "secured," (ii) a claim on Schedule E/F as "priority" or "unsecured," or (iii) a contract on Schedule G as "executory" or "unexpired" does not constitute an admission by the Debtor of the legal rights of the claimant or contract counterparty, or a waiver of the right to recharacterize or reclassify such claim or contract.

e. **Claims Descriptions.** Any failure to designate a claim on the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtor that such amount is not "disputed," "contingent," or "unliquidated." The Debtor reserves all rights to dispute, or assert offsets or defenses to, any claim reflected on the Schedules and Statements on any grounds, including, without limitation, liability or classification, or to otherwise subsequently designate such claims as "disputed," "contingent," or "unliquidated" or object to the extent, validity, enforceability, or priority of any claim. Moreover, listing a claim does not constitute an admission of liability by the Debtor. The Debtor reserves all rights to amend the Schedules and Statements as necessary and appropriate, including, but not limited to, claim description and designation.

f. **Estimates and Assumptions.** The preparation of the Schedules and Statements required the Debtor to make reasonable estimates and assumptions with respect to the reported amounts of assets and liabilities, the amount of contingent assets and contingent liabilities on the date of the Schedules and Statements, and the reported amounts of revenues and expenses during the applicable reporting periods. Actual results could differ from such estimates.

g. **Causes of Action.** Despite commercially reasonable efforts, the Debtor may not have identified all current and potential causes of action that the estate may have against third parties in the Schedules and Statements, including, without limitation, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant bankruptcy and non-bankruptcy laws to recover assets. The Debtor continues to investigate potential causes of action. The Debtor reserves all rights with respect to any causes of action, and nothing in these Global Notes or the Schedules and Statements should be construed as a waiver of any such causes of action.

h. **Intellectual Property Rights.** Exclusion of certain intellectual property from the Schedules and Statements should not be construed as an admission that such intellectual property rights have been abandoned, have been terminated or otherwise expired by their terms, or have been assigned or otherwise

transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property rights in the Schedules and Statements should not be construed as an admission that such intellectual property rights have not been abandoned, have not been terminated or otherwise expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction.

i. **Insiders.** In the circumstance where the Schedules and Statements require information regarding "insiders," the Debtor has included information with respect to certain individuals or entities who served as members, officers and directors, as the case may be, during the relevant time periods. Such individuals or entities may no longer serve in such capacities.

The listing or omission of a party as an insider for purposes of the Schedules and Statements is not intended to be, nor should it be, construed as an admission of any fact, right, claim, or defense and all such rights, claims, and defenses are hereby expressly reserved. Information regarding the individuals or entities listed as insiders in the Schedules and Statements has been included for informational purposes only and such information may not be used for: (i) the purposes of determining (A) control of the Debtor; (B) the extent to which any individual or entity exercised management responsibilities or functions; (C) corporate decision-making authority over the Debtor; or (D) whether such individual or entity could successfully argue that he or she is not an insider under applicable law, including the Bankruptcy Code and federal securities laws, or with respect to any theories of liability or (ii) any other purpose.

3. **Methodology.**

a. **Basis of Presentation.** As noted above, the Debtor relies upon CAMS for day-to-day project and administrative management, including maintaining the Debtor's financing and accounting.

These Schedules and Statements do not purport to represent financial statements prepared in accordance with accounting principles generally accepted in the United States ("GAAP"), nor are they intended to fully reconcile to the financial statements prepared by the Debtor. These Schedules and Statements reflect the best available estimate of assets and liabilities of the Debtor, except where otherwise indicated. Information contained in the Schedules and Statements has been derived from the data extracted from the Debtor's books, records and historical financial statements. The fair value and net realizable value of real and personal property may vary materially from the net book value presented herein.

Given, among other things, the uncertainty surrounding the condition or value

of certain assets and the valuation and nature of certain liabilities, to the extent that the Debtor shows more assets than liabilities, this is not an admission that the Debtor was solvent as of the Petition Date or at any time prior to the Petition Date. Likewise, to the extent the Debtor shows more liabilities than assets, this is not an admission that the Debtor was insolvent as of the Petition Date or any time prior to the Petition Date.

All asset and liability information, except where otherwise noted, is reflected through January 25, 2026.

b. **Master Agreements.** Contracts and leases listed in the Schedules and Statements may be master agreements that cover relationships with the Debtor. The Debtor reserves all rights to amend the Schedules and Statements to reflect changes regarding the liability of the Debtor with respect to such agreements, if appropriate.

c. **Duplication.** Certain assets, liabilities and prepetition payments of the Debtor may properly be disclosed in multiple parts of the Schedules and Statements. To extent these disclosures would be duplicative, the Debtor has endeavored to only list such assets, liabilities and prepetition payments once.

d. **Net Book Value.** In certain instances, current market valuations for individual items of property and other assets are neither maintained by, nor readily available to the Debtor. Accordingly, unless otherwise indicated, the Schedules and Statements reflect net book values where possible. In certain instances, the Debtor may not have been provided with sufficient underlying details and schedules in order to properly assess book value. The Debtor believes that it would be an inefficient use of estate assets to obtain the current market values of all the estate's property. Accordingly, the Debtor has indicated in the Schedules and Statements that the market values of certain assets and liabilities are undetermined. Also, assets that have been fully depreciated or that were expensed for accounting purposes either do not appear in these Schedules and Statements, or are listed with a zero-dollar value, as such assets have no net book value. The omission of an asset from the Schedules and Statements does not constitute a representation regarding the ownership of such asset, and any such omission does not constitute a waiver of any rights of the Debtor with respect to such asset.

e. **Undetermined Amounts.** The description of an amount as "unknown," is not intended to reflect upon the materiality of such amount.

f. **Unliquidated Amounts.** Claim amounts that could not be readily quantified by the Debtor are scheduled as "unliquidated." The description of an amount as "unknown," or "undetermined" is not intended to reflect upon the materiality

of such amount. Any failure to designate a claim in the Schedules and Statements as "contingent," or "unliquidated," or "disputed" does not constitute an admission by the Debtor that such claim or amount is not "contingent," "unliquidated," or "disputed." The Debtor reserves all rights to dispute, or to assert offsets or defenses to, any claim reflected on the Schedules and Statements on any grounds, including, but not limited to, amount, liability, priority, status, or classification, or to otherwise subsequently designate any claim as "contingent," "unliquidated," or "disputed."

g. **Totals.** All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different from the listed total.

h. **Property and Equipment.** Unless otherwise indicated, owned property and equipment are valued at net book value.

i. **Allocation of Liabilities.** The Debtor allocated liabilities between the pre-petition and post-petition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the pre-petition and post-petition periods may change.

j. **Credits and Adjustments.** The claims of individual creditors for, among other things, goods, products, services, or taxes are listed as the amounts entered on the Debtor's accounting and financial records and may either (i) not reflect credits, allowances, or other adjustments due from such creditors to the Debtor or (ii) be net of accrued credits, allowances, or other adjustments that are actually owed by a creditor to the Debtor on a post-petition basis on account of such credits, allowances, or other adjustments from prepetition payments and critical vendor payments, if applicable. The Debtor reserves all rights with regard to such credits, allowances, or other adjustments, including, but not limited to, the right to modify the Schedules, assert claims objections and/or setoffs with respect to the same, or apply such allowances in the ordinary course of business on a post-petition basis.

k. **Intercompany Claims and Transfers.** None.

l. **Guarantees and Indemnification Claims.** The Debtor has exercised commercially reasonable efforts to locate and identify guarantees of executory contracts, unexpired leases, secured financings, and other such agreements. Where guarantees or indemnification claims have been identified, they have been included in the relevant Schedules E/F, G and H. The Debtor may have inadvertently omitted guarantees or indemnifications embedded in the Debtor's

contractual agreements and may identify additional guarantees or indemnifications upon the continued review of the books and records and contractual agreements. The Debtor reserves all rights, but is not required, to amend the Schedules and Statements if additional guarantees are identified.

m. **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.

4. **Specific Schedules Disclosures.**

a. **Schedules Summary.** Except as otherwise noted, the asset and liability totals represent amounts obtained utilizing trial balances through January 25, 2026. The Debtor closes its accounting on a monthly basis.

b. **Schedule A/B, Part 1 – Cash and Cash Equivalents.** Details with respect to the Debtor's bank accounts are provided in the Schedules and are as of the Petition Date.

c. **Schedule A/B, Part 2 – Deposits and Prepayments.** The Debtor has included certain prepayments of real property lease obligations as assets in this section.

d. **Schedule A/B, Part 3 – Accounts Receivable.** The Debtor has included liquidated damages owing under its agreement with GE Vernova and accounts receivable for energy generation through the Petition Date in response to Question 11(a). The response to Question 11(b) reflects the Debtor's recoverable interest from a prior period ERCOT short pay.

e. **Schedule A/B, Part 5 –Inventory, excluding agriculture assets.** The Debtor sells Renewable Energy Certificates ("**RECs**") generated by power produced by the Project. RECs that had not been sold as of the Petition Date are scheduled as "Other inventory" in this section. The Debtor has also scheduled spare parts as "Other inventory" in this section.

f. **Schedule A/B, Part 7 – Office Furniture, Fixtures, Equipment; and Collectibles.** The Debtor maintains an asset depreciation schedule updated as of December 31, 2025. The disclosures of $0.00 in this section reflect fully depreciated net book value.

g. **Schedule A/B, Part 8 – Machinery, Equipment and Vehicles.** The Debtor maintains an asset depreciation schedule updated as of December 31, 2025. The disclosures in this section reflect net book value.

h. **Schedule A/B Part 9 – Real Property.** The Debtor leases most of the real

property that comprises the Project and also has rights under certain easements that are used in the operation of the Project. The Debtor also owns certain improvements that are part of the Project. No current appraisal for the fair market value of these property interests exists, and only the net book value was available at the time of the preparation of the Schedules.

i. **Schedule A/B/, Part 10 – Intangibles and Intellectual Property.** Intangibles and Intellectual Property may include trade secrets (including, but not limited to, related documentation and data) related to the design, construction, operation, and optimization of the Project. The Debtor maintained an amortization schedule updated as of December 31, 2025. There is no formal appraisal as to the fair market value of any intangibles or intellectual property disclosed in this section.

j. **Interests in Insurance Policies or Annuities.** For section 73 related to interests in insurance policies or annuities, the Debtor has not listed the insurance policies described in the *Debtor's Emergency Motion for Interim and Final Orders (I) Authorizing Debtors to (A) Continue Insurance Policies and (B) Pay All Obligations with Respect Thereto; and (II) Granting Related Relief* [ECF No. 10] and parties should refer to such motion for further details. The value of the Debtor's interest in such insurance policies is undetermined.

k. **Other Contingent and Unliquidated Claims or Causes of Action of Every Nature, including Counterclaims of the Debtor and Rights to Setoff Claims.** The Debtor reserves all rights to prosecute all causes of action, including without limitation any causes of action under chapter 5 of the Bankruptcy Code, and to investigate and prosecute any subsequently determined potential cause of action. Because such claims are unknown to the Debtor and not quantifiable as of the Petition Date, they are not listed on Schedule A/B, Part 11.

l. **Schedule D – Creditors Who Have Claims Secured by Property.** Except as otherwise agreed pursuant to a stipulation or order entered by the Court, the Debtor reserves all rights to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D and reserves all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's claim.

The descriptions provided in Schedule D are intended only to be a summary. Reference to the applicable agreements and other related relevant documents is necessary for a complete description of the collateral and the nature, extent, and priority of any liens.

m. **Schedule E/F — Creditors Who Have Unsecured Claims.**

Part 1 – Creditors Who Have Priority Unsecured Claims. Refer to Schedule D for all tax claims against the Debtor.

Part 2 - Creditors with Nonpriority Unsecured Claims. The liabilities identified in Schedule E/F, Part 2, are derived from the Debtor's books and records. The Debtor made a commercially reasonable attempt to set forth the Debtor's unsecured obligations, although the actual amount of claims against the Debtor may vary from those liabilities represented on Schedule E/F, Part 2. The listed liabilities, which have been listed on a gross accounts' payable basis may not reflect the correct amount of any unsecured creditor's allowed claims or the correct amount of all secured claims.

Schedule E/F, Part 2, contains information regarding threatened or pending litigation involving the Debtor. The amounts for these potential claims are listed as "undetermined" and are marked as "contingent," "unliquidated," and "disputed" in the Schedules and Statements. In particular, as discussed in the *Debtor's Emergency Motion for an Order (I) Approving Notice Procedures for Litigation Claimants; and (II) Approving Form and Notice of Commencement of this Case* [ECF No. 13] (the "**Litigation Claimant Notice Motion**"), the Debtor—like hundreds of other defendants including many other power companies—was named in lawsuits arising from the power outages that occurred during Winter Storm Uri in February 2021. Pursuant to the Order approving the Litigation Claimant Notice Motion [ECF No. 35], the Debtor is authorized to list the names, addresses and other contact information, as applicable, of the Claimant Firms (as defined in the Litigation Claimant Notice Motion) in any creditor or service list in lieu of listing the contact information of individual Litigation Claimants (as defined in the Litigation Claimant Notice Motion).

Schedule E/F, Part 2, does not include claims that may arise in connection with the rejection of any executory contracts and unexpired leases, if any, that may be or have been rejected.

In many cases, the claims listed on Schedule E/F, Part 2, arose, accrued, or were incurred on various dates or on a date or dates that are unknown to the Debtor or are subject to dispute. Where the determination of the date on which a claim arose, accrued, or was incurred would be unduly burdensome and costly to the bankruptcy estate, the Debtor has not listed a specific date or dates for such claim.

As of the time of filing of the Schedules and Statements, the Debtor may not have received all invoices for payables, expenses, and other liabilities that may

have accrued prior to the Petition Date. The Debtor reserves the right, but undertakes no obligations, to amend Schedules D and E/F if, or when, the Debtor receives such invoices.

n. **Schedule G — Executory Contracts and Unexpired Leases.** While commercially reasonable efforts have been made to ensure the accuracy of Schedule G, inadvertent errors or omissions may have occurred. Additionally, relationships between the Debtor and its vendors are sometimes governed by a master services agreement, under which the Debtor also places work and purchase orders, which may be considered executory contracts. Disclosure of all of these purchase and work orders, however, is impracticable and unduly burdensome.

Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease or that such contract or agreement was in effect on the Petition Date or is valid or enforceable. Expired contracts and leases may have also been inadvertently included. The Debtor hereby reserves all rights to dispute the validity, status, or enforceability of any contracts, agreements, or leases set forth in Schedule G and to amend or supplement such Schedule as necessary. Certain of the leases and contracts listed on Schedule G may contain renewal options, guarantees of payment, indemnifications, options to purchase, rights of first refusal and other miscellaneous rights. Such rights, powers, duties, and obligations are not set forth separately on Schedule G. In addition, the Debtor may have entered into various other types of agreements in the ordinary course of its business, such as supplemental agreements and letter agreements, which documents may not be set forth in Schedule G. The Debtor reserves the right to dispute the enforceability of any contract or agreement listed on Schedule G or to amend Schedule G at any time to remove any contract or agreement.

The Debtor has reserved all rights to dispute or challenge the characterization of any transaction or any document or instrument related to a creditor's claim.

Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtor's rights under the Bankruptcy Code with respect to any such omitted contract or agreement is not impaired by the omission.

o. **Schedule H — Co-Debtors.** The Debtor has made reasonable efforts to locate and identify guaranties and other secondary liability claims (collectively, "**Guaranties**") in each of the executory contracts, unexpired leases, secured financings, debt instruments and other such agreements to which the Debtor is a party. It is possible that certain Guaranties embedded in the Debtor's

executory contracts, unexpired leases, secured financings, debt instruments and other such agreements may have been inadvertently omitted. Shannon Wind Holdings, LLC is listed as a codebtor on Schedule H because it provided a pledge agreement to secure the Debtor's obligations owing to Citibank, N.A., as collateral agent.

5. **Specific Statements Disclosures.**

a. **Statements, Part 1, Question 1 – Income.** Income for years 2024 through the Petition Date are based upon the books and records of the Debtor as maintained by CAMS. Other than with respect to 2024, no audit has been performed. Thus, the Debtor cannot verify the accuracy of the income to date and reserves the right to amend should any inaccuracy be determined. The Debtor generally does not report gross revenue, only revenue net of hedge impact for internal and external purposes. The Debtor had negative net revenue in 2025 as a result of termination of a hedge agreement that was reflected on the Debtor's profit and loss statement.

b. **Statements, Part 2, Question 3 – Payments and Transfers to Certain Creditors within 90 Days.** The dates set forth in the "Dates" column relate to one of the following: (i) the date of a wire transfer; (ii) the date of an "ACH" processing; or (iii) the check issuance date. Prior to the Petition Date, the Debtor maintained its books and records through Integra accounting software. For the purpose of this schedule, payments are recorded on the Debtor's Statements, Part 2, Question 3, based on the Debtor's bank accounts.

Payments to the Debtor's bankruptcy professionals, insiders, wage garnishments and donations are not included in the payments to creditors. Payments to the aforementioned parties are included in the following locations within the Statements: bankruptcy professionals (Question 11) and insiders (Questions 4, 13, and 30).

c. **Statements, Part 2, Question 4 – Payments and Transfers to Insiders.** To the extent: (i) a person qualified as an "insider" in the year prior to the Petition Date, but later resigned their insider status or (ii) did not begin the year as an insider, but later became an insider, the Debtor has only listed in the Statements those payments made while such person was defined as an insider. The CRO is the Senior Managing Director in the Turnaround and Restructuring group at Accordion Partners, LLC ("**Accordion**"). All payments to Accordion for the services of the CRO and other Accordion employees are reflected in response to Question 4.

d. **Statements, Part 3, Question 7 – Legal Actions or Assignments.** As

discussed above, the Debtor was named in lawsuits arising from the power outages that occurred during Winter Storm Uri in February 2021. Those lawsuits have been consolidated in a multi-district litigation which is disclosed in this section in lieu of listing all original complaints or petitions. All other known legal actions have been detailed.

e. **Statements, Part 6, Question 11 – Payments Related to Bankruptcy.** The payments provided in Question 11 are reported for the representation of the Debtor as well as preparation for bankruptcy filing. All payments to Accordion for the services of the CRO and other Accordion employees (including any services in preparation for bankruptcy filing) are reflected in response to Question 4.

f. **Statements, Part 6, Question 13 – Transfers not already listed on this statement.** The Debtor reserves the right to supplement or amend should any non-ordinary course transfers be identified.

g. **Statements, Part 13, Question 27 – Inventories.** The Debtor is disclosing both spare parts and REC inventory in response to this question. Spare parts were inventoried during the past two year ends and quantities/values did not change. REC inventories are not "counted" but are calculated monthly and the value is based on the contract for the sale of the RECs.

h. **Statements, Part 13, Question 30 – Payments, Distributions, or Withdrawals Credited or Given to Insiders.** Distributions by the Debtor to managers and officers, including on account of the services of the CRO, are listed on in this section and may include payments that are also listed elsewhere in the Statements.

These Global Notes are in addition to the specific notes set forth in the Schedules and Statements of the Debtor as amended by the Debtor's findings. The fact that the Debtor has prepared a Global Note with respect to a particular Schedule or Statement and not as to others does not reflect and should not be interpreted as a decision by the Debtor to exclude the applicability of such Global Note to any or all of the Debtor's remaining Schedules or Statements, as appropriate. Disclosure of information in one Schedule, one Statement, or an exhibit or attachment to a Schedule or Statement, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedule, Statement, exhibit, or attachment.

Fill in this information to identify the case:

Debtor Name: In re : Shannon Wind, LLC

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 26-90124 (ARP)

☐ Check if this is an amended filing

Official Form 206Sum

Summary of Assets and Liabilities for Non-Individuals 12/15

Part 1: Summary of Assets

1. ***Schedule A/B: Assets–Real and Personal Property*** (Official Form 206A/B)

1a. **Real property:**

Copy line 88 from *Schedule A/B* ..... $ 0.00

1b. **Total personal property:**

Copy line 91A from *Schedule A/B* ..... $ 9,908,016.98

1c. **Total of all property:**

Copy line 92 from *Schedule A/B* ..... $ 9,908,016.98

Part 2: Summary of Liabilities

2. ***Schedule D: Creditors Who Have Claims Secured by Property*** (Official Form 206D)

Copy the total dollar amount listed in Column A, *Amount of claim*,from line 3 of *Schedule D* ..... $ 112,545,563.09

3. ***Schedule E/F: Creditors Who Have Unsecured Claims*** (Official Form 206E/F)

3a. **Total claim amounts of priority unsecured claims:**

Copy the total claims from Part 1 from line 5a of *Schedule E/F* ..... $ 0.00

3b. **Total amount of claims of nonpriority amount of unsecured claims:**

Copy the total of the amount of claims from Part 2 from line 5b of *Schedule E/F* ..... + $ 789,470.26

4. **Total liabilities**

Lines 2 + 3a + 3b ..... $ 113,335,033.35

Fill in this information to identify the case:
Debtor Name: In re : Shannon Wind, LLC
United States Bankruptcy Court for the: Southern District of Texas
Case number (if known): 26-90124 (ARP)

☐ Check if this is an amended filing

Official Form 206A/B

Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents

1. **Does the debtor have any cash or cash equivalents?**

☐ No. Go to Part 2.

☑ Yes. Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor	Current value of debtor's interest

2. **Cash on hand**

2.1 None — $

3. **Checking, savings, money market, or financial brokerage accounts** *(Identify all)*

	Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number		
3.1	Citi	Construction	3300	$	0.00
3.2	Citi	Debt Service	3600	$	0.00
3.3	Citi	Deposit Escrow	6900	$	0.00
3.4	Citi	Insurance Proceeds	3700	$	0.00
3.5	Citi	Operating Account	3500	$	1,184,937.06
3.6	Citi	Revenue/Depository Account	3400	$	507,194.91
3.7	Wilmington Trust	Revenue/Depository Account	8000	$	833,163.79

4. **Other cash equivalents** *(Identify all)*

4.1 None — $

Debtor: Shannon Wind, LLC
Name

Case number *(if known)*: 26-90124

5. **Total of Part 1**

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

$ 2,525,295.76

Debtor: Shannon Wind, LLC Case number *(if known)*: 26-90124

Name

Part 2: Deposits and prepayments

6. **Does the debtor have any deposits or prepayments?**

☐ No. Go to Part 3.

☑ Yes. Fill in the information below.

		Current value of debtor's interest
7. **Deposits, including security deposits and utility deposits**		
Description, including name of holder of deposit		
7.1 UTILITY DEPOSIT - JAC ELECTRIC	$	11,300.00
8. **Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent**		
Description, including name of holder of prepayment		
8.1 See Schedule A/B 8 Attachment	$	1,588,237.70
9. **Total of Part 2.**		
Add lines 7 through 8. Copy the total to line 81.	$	1,599,537.70

Debtor: Shannon Wind, LLC (Name) Case number (if known): 26-90124

Part 3: Accounts receivable

10. **Does the debtor have any accounts receivable?**

☐ No. Go to Part 4.

☑ Yes. Fill in the information below.

		Description	face amount		doubtful or uncollectible accounts		Current value of debtor's interest
11. **Accounts receivable**							
11a.	90 days old or less:	Accounts Receivable	$ 4,973,981.94	- $	0.00	=..... →	$ 4,973,981.94
11b.	Over 90 days old:	Accounts Receivable	$ 492,612.52	- $	376,808.00	=..... →	$ 115,804.52

12. **Total of Part 3.**

Current value on lines 11a + 11b = line 12. Copy the total to line 82. $ 5,089,786.46

Debtor: Shannon Wind, LLC (Name) Case number *(if known)*: 26-90124

Part 4: Investments

13. **Does the debtor own any investments?**

☑ No. Go to Part 5.

☐ Yes. Fill in the information below.

	Valuation method used for current value	Current value of debtor's interest

14. **Mutual funds or publicly traded stocks not included in Part 1**

Name of fund or stock:

_____ _____ $ _____

15. **Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture**

Name of entity: % of ownership:

_____ _____ _____ $ _____

16. **Government bonds, corporate bonds, and other negotiable and non-negotiable instruments not included in Part 1**

Describe:

_____ _____ $ _____

17. **Total of Part 4.**

Add lines 14 through 16. Copy the total to line 83. $ 0.00

Debtor: Shannon Wind, LLC (Name) Case number (if known): 26-90124

Part 5: Inventory, excluding agriculture assets

18. **Does the debtor own any inventory (excluding agriculture assets)?**
- ☐ No. Go to Part 6.
- ☑ Yes. Fill in the information below.

	General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19.	**Raw materials**				
19.1	None		$		$
20.	**Work in progress**				
20.1	None		$		$
21.	**Finished goods, including goods held for resale**				
21.1	None		$		$
22.	**Other inventory or supplies**				
22.1	REC INVENTORY	12/31/2025	$ 104,663.00	CONTRACTUAL	$ 104,663.00
22.2	SPARE PARTS	12/31/2025	$ 588,734.06	COST	$ 588,734.06

23. **Total of Part 5.**
Add lines 19 through 22. Copy the total to line 84. $ 693,397.06

24. **Is any of the property listed in Part 5 perishable?**
- ☑ No
- ☐ Yes

25. **Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed?**
- ☑ No
- ☐ Yes. Description _____ Book value $ _____ Valuation method _____ Current value $ _____

26. **Has any of the property listed in Part 5 been appraised by a professional within the last year?**
- ☑ No
- ☐ Yes

Debtor: Shannon Wind, LLC (Name) Case number (if known): 26-90124

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. **Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?**

- ☑ No. Go to Part 7.
- ☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
28. **Crops—either planted or harvested**	$		$
29. **Farm animals** *Examples:* Livestock, poultry, farm-raised fish	$		$
30. **Farm machinery and equipment** (Other than titled motor vehicles)	$		$
31. **Farm and fishing supplies, chemicals, and feed**	$		$
32. **Other farming and fishing-related property not already listed in Part 6**	$		$

33. **Total of Part 6.**
Add lines 28 through 32. Copy the total to line 85. $ 0.00

34. **Is the debtor a member of an agricultural cooperative?**

- ☐ No
- ☐ Yes. Is any of the debtor's property stored at the cooperative?
  - ☐ No
  - ☐ Yes

35. **Has any of the property listed in Part 6 been purchased within 20 days before the bankruptcy was filed?**

- ☐ No
- ☐ Yes. Description _____ Book value $ _____ Valuation method _____ Current value $ _____

36. **Is a depreciation schedule available for any of the property listed in Part 6?**

- ☐ No
- ☐ Yes

37. **Has any of the property listed in Part 6 been appraised by a professional within the last year?**

- ☐ No
- ☐ Yes

Debtor: Shannon Wind, LLC (Name) Case number (if known): 26-90124

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. **Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?**

☐ No. Go to Part 8.

☑ Yes. Fill in the information below.

	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39.	**Office furniture**			
39.1	None	$		$
40.	**Office fixtures**			
40.1	None	$		$
41.	**Office equipment, including all computer equipment and communication systems equipment and software**			
41.1	HEALTH & SAFETY EQUIPMENT	$ 0.00		$ Undetermined
41.2	OFFICE EQUIPMENT	$ 0.00		$ Undetermined
41.3	SOFTWARE & HARDWARE EQUIPMENT	$ 0.00		$ Undetermined
42.	**Collectibles** *Examples:* Antiques and figurines; paintings,prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles			
42.1	None	$		$

43. **Total of Part 7.**
Add lines 39 through 42. Copy the total to line 86. $ 0.00

44. **Is a depreciation schedule available for any of the property listed in Part 7?**

☐ No

☑ Yes

45. **Has any of the property listed in Part 7 been appraised by a professional within the last year?**

☑ No

☐ Yes

Debtor: Shannon Wind, LLC (Name) Case number (if known): 26-90124

Part 8: Machinery, equipment, and vehicles

46. **Does the debtor own or lease any machinery, equipment, or vehicles?**

- ☐ No. Go to Part 9.
- ☑ Yes. Fill in the information below.

	General description Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
47. **Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles**				
47.1	2015 GENIE GTH-5519 (FORKLIFT)	$ 2,649.00	NET BOOK VALUE	$ Undetermined
48. **Watercraft, trailers, motors, and related accessories** Examples: Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels				
48.1	None	$		$
49. **Aircraft and accessories**				
49.1	None	$		$
50. **Other machinery, fixtures, and equipment (excluding farm machinery and equipment)**				
50.1	See Schedule A/B 50 Attachment	$ 200,093,917.06		$ Undetermined

51. **Total of Part 8.**
Add lines 47 through 50. Copy the total to line 87. $ 0.00

52. **Is a depreciation schedule available for any of the property listed in Part 8?**

- ☐ No
- ☑ Yes

53. **Has any of the property listed in Part 8 been appraised by a professional within the last year?**

- ☑ No
- ☐ Yes

Debtor: Shannon Wind, LLC
Name

Case number *(if known)*: 26-90124

Part 9: Real property

54. **Does the debtor own or lease any real property?**

☐ No. Go to Part 10.

☑ Yes. Fill in the information below.

55. **Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest**

Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building), if available.	**Nature and extent of debtor's interest in property**	**Net book value of debtor's interest** (Where available)	**Valuation method used for current value**	**Current value of debtor's interest**
55.1 See Schedule A/B 55 Attachment		$ 1,108,340.19		$ Undetermined

56. **Total of Part 9.**

Add the current value on lines 55.1 through 55.6 and entries from any additional sheets. Copy the total to line 88.

$ 0.00

57. **Is a depreciation schedule available for any of the property listed in Part 9?`**

☐ No

☑ Yes

58. **Has any of the property listed in Part 9 been appraised by a professional within the last year?**

☑ No

☐ Yes

Debtor: Shannon Wind, LLC (Name) Case number (if known): 26-90124

Part 10: Intangibles and intellectual property

59. **Does the debtor have any interests in intangibles or intellectual property?**

☐ No. Go to Part 11.

☑ Yes. Fill in the information below.

	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60.	**Patents, copyrights, trademarks, and trade secrets**			
60.1	Interest in Shannon Wind Trademark and tradename	$ 0.00		$ Undetermined
61.	**Internet domain names and websites**			
61.1	None	$		$
62.	**Licenses, franchises, and royalties**			
62.1	None	$		$ Undetermined
63.	**Customer lists, mailing lists, or other compilations**			
63.1	None	$		$
64.	**Other intangibles, or intellectual property**			
64.1	DEVELOPMENT COSTS (VIA MIPA)	$ 6,318,707.98		$ Undetermined
65.	**Goodwill**			
65.1	None	$		$

66. **Total of Part 10.**
Add lines 60 through 65. Copy the total to line 89. $ 0.00

67. **Do your lists or records include personally identifiable information of customers** (as defined in 11 U.S.C. §§ 101(41A) and 107)**?**

☑ No

☐ Yes

68. **Is there an amortization or other similar schedule available for any of the property listed in Part 10?**

☐ No

☑ Yes

69. **Has any of the property listed in Part 10 been appraised by a professional within the last year?**

☑ No

☐ Yes

Debtor: Shannon Wind, LLC (Name) Case number (if known): 26-90124

Part 11: All other assets

70. **Does the debtor own any other assets that have not yet been reported on this form?**
Include all interests in executory contracts and unexpired leases not previously reported on this form.

☐ No. Go to Part 12.

☑ Yes. Fill in the information below.

		Current value of debtor's interest
71. **Notes receivable**		
Description (include name of obligor)	Total face amount	doubtful or uncollectible accounts
71.1 None	$	- $ =..... ➔ $
72. **Tax refunds and unused net operating losses (NOLs)**		
Description (for example, federal, state, local)		
72.1 Refer to Global Notes	Tax year	$
73. **Interests in insurance policies or annuities**		
73.1 None		$
74. **Causes of action against third parties (whether or not a lawsuit has been filed)**		
74.1 Refer to Global Notes		$ Undetermined
Nature of claim		
Amount requested	$ Undetermined	
75. **Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims**		
75.1 None		$
Nature of claim		
Amount requested	$	
76. **Trusts, equitable or future interests in property**		
76.1 None		$
77. **Other property of any kind not already listed** *Examples*: Season tickets, country club membership		
77.1 None		$
78. **Total of Part 11.** Add lines 71 through 77. Copy the total to line 90.		$ 0.00

79. **Has any of the property listed in Part 11 been appraised by a professional within the last year?**

☑ No

☐ Yes

Debtor: Shannon Wind, LLC (Name) Case number (if known): 26-90124

Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form.

	Type of property	Current value of personal property	Current value of real property
80.	**Cash, cash equivalents, and financial assets.** *Copy line 5, Part 1.*	$ 2,525,295.76	
81.	**Deposits and prepayments.** *Copy line 9, Part 2.*	$ 1,599,537.70	
82.	**Accounts receivable.** *Copy line 12, Part 3.*	$ 5,089,786.46	
83.	**Investments.** *Copy line 17, Part 4.*	$ 0.00	
84.	**Inventory.** *Copy line 23, Part 5.*	$ 693,397.06	
85.	**Farming and fishing-related assets.** *Copy line 33, Part 6.*	$ 0.00	
86.	**Office furniture, fixtures, and equipment; and collectibles.** *Copy line 43, Part 7.*	$ 0.00	
87.	**Machinery, equipment, and vehicles.** *Copy line 51, Part 8.*	$ 0.00	
88.	**Real property.** *Copy line 56, Part 9.* ➔		$ 0.00
89.	**Intangibles and intellectual property.** *Copy line 66, Part 10.*	$ 0.00	
90.	**All other assets.** *Copy line 78, Part 11.*	$ 0.00	
91.	**Total.** Add lines 80 through 90 for each column 91a.	$ 9,908,016.98	+ 91b. $ 0.00
92.	**Total of all property on Schedule A/B.** Lines 91a + 91b = 92.		$ 9,908,016.98

Fill in this information to identify the case:

Debtor Name: In re : Shannon Wind, LLC

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 26-90124 (ARP)

☐ Check if this is an amended filing

Official Form 206D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible.

1. **Do any creditors have claims secured by debtor's property?**
   - ☐ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
   - ☑ Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims

2. **List in alphabetical order all creditors who have secured claims.** If a creditor has more than one secured claim, list the creditor separately for each claim.

	Column A **Amount of claim** Do not deduct the value of collateral.	*Column B* **Value of collateral that supports this claim**
2.1 **Creditor's name** See Schedule D, Part 1 Attachment	$ 112,545,563.09	$ UNDETERMINED

Creditor's Name

Creditor's mailing address

Notice Name

Street

City State ZIP Code

Country

Creditor's email address, if known

Describe debtor's property that is subject to a lien

Describe the lien

Is the creditor an insider or related party?

☐ No

☐ Yes

Is anyone else liable on this claim?

☐ No

☐ Yes. Fill out *Schedule H: Codebtors(Official Form 206H).*

Date debt was incurred

Last 4 digits of account number

As of the petition filing date, the claim is: Check all that apply.

☐ Contingent

☐ Unliquidated

☐ Disputed

Do multiple creditors have an interest in the same property?

☐ No

☐ Yes. Have you already specified the relative priority?

☐ No. Specify each creditor, including this creditor, and its relative priority.

☐ Yes. The relative priority of creditors is specified on lines

3. **Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.** $ 112,545,563.09

Part 2: **List Others to Be Notified for a Debt Already Listed in Part 1**

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address	On which line in Part 1 did you enter the related creditor?	Last 4 digits of account number for this entity
See Schedule D, Part 2 Attachment Name Notice Name Street City State ZIP Code Country	Line _____	_____

Fill in this information to identify the case:

Debtor Name: In re : Shannon Wind, LLC

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 26-90124 (ARP)

☐ Check if this is an amended filing

Official Form 206E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. **Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).**

☐ No. Go to Part 2.

☑ Yes. Go to Line 2.

2. **List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part.** If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

		Total claim	Priority amount
2.1 **Priority creditor's name and mailing address**	**As of the petition filing date, the claim is:** *Check all that apply.*	$	$

Refer to Schedule D, Part 1
Creditor Name

Creditor's Notice name

Address

City State ZIP Code

Country

☐ Contingent

☐ Unliquidated

☐ Disputed

Basis for the claim:

Date or dates debt was incurred

Last 4 digits of account number

Is the claim subject to offset?

☐ No

☐ Yes

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) ()

Debtor: Shannon Wind, LLC (Name) Case number (if known): 26-90124

2.2 **Priority creditor's name and mailing address**

Texas State Comptroller
Creditor Name

Creditor's Notice name

P.O. Box 149359
Address

Austin | TX | 78714-9359
City | State | ZIP Code

Country

Date or dates debt was incurred

Last 4 digits of account number

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) ()

As of the petition filing date, the claim is: $ Undetermined $ Undetermined

Check all that apply.

☑ Contingent

☑ Unliquidated

☐ Disputed

Basis for the claim:

POTENTIAL TAX LIABILITY

Is the claim subject to offset?

☑ No

☐ Yes

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. **List in alphabetical order all of the creditors with nonpriority unsecured claims.** If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

		Amount of claim
3.1	**Nonpriority creditor's name and mailing address** See Schedule E/F, Part 2 Attachment Creditor Name Creditor's Notice name Address City State ZIP Code Country **Date or dates debt was incurred** **Last 4 digits of account number** **As of the petition filing date, the claim is:** *Check all that apply.* ☐ Contingent ☐ Unliquidated ☐ Disputed **Basis for the claim:** **Is the claim subject to offset?** ☐ No ☐ Yes	$ 789,470.26

Part 3: List Others to Be Notified About Unsecured Claims

4. **List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.**
If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address	On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any
4.1 See Schedule E/F, Part 3 Attachment Name Notice Name Street City State ZIP Code Country	Line ☐ Not Listed.Explain	

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. **Add the amounts of priority and nonpriority unsecured claims.**

			Total of claim amounts
5a.	**Total claims from Part 1**	5a.	$ 0.00
5b.	**Total claims from Part 2**	5b. +	$ 789,470.26
5c.	**Total of Parts 1 and 2** Lines 5a + 5b = 5c.	5c.	$ 789,470.26

Fill in this information to identify the case:

Debtor Name: In re : Shannon Wind, LLC

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 26-90124 (ARP)

☐ Check if this is an amended filing

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases 12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

1. **Does the debtor have any executory contracts or unexpired leases?**
   - ☐ No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.
   - ☑ Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

2. **List all contracts and unexpired leases**	**State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**
2.1 **State what the contract or lease is for and the nature of the debtor's interest**	See Schedule G Attachment Name
	Notice Name
State the term remaining	Address
List the contract number of any government contract	City / State / ZIP Code
	Country

Fill in this information to identify the case:

Debtor Name: In re : Shannon Wind, LLC

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 26-90124 (ARP)

☐ Check if this is an amended filing

Official Form 206H

Schedule H: Codebtors

12/15

Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

1. **Does the debtor have any codebtors?**

   ☐ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.

   ☑ Yes

2. **In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, *Schedules D-G*.** Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

	Column 1: **Codebtor**		*Column 2:* **Creditor**	
	Name	**Mailing address**	**Name**	*Check all schedules that apply:*
2.1	Shannon Wind Holdings, LLC	c/o The Corporation Trust Company Street 1209 Orange St. Wilmington / DE / 19801 City / State / ZIP Code Country	Citibank, N.A., as administrative and collateral agent, and Citigroup Energy Inc	☑ D ☐ E/F ☐ G

Fill in this information to identify the case and this filing:

Debtor Name Shannon Wind, LLC

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number (*If known*): 26-90124 (ARP)

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☒ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☒ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☒ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☒ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☒ *Schedule H: Codebtors* (Official Form 206H)
- ☒ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ Other document that requires a declaration_____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 03/11/2026
MM / DD / YYYY

✘ John Shepherd
Signature of individual signing on behalf of debtor

John Shepherd
Printed name

Chief Restructuring Officer
Position or relationship to debtor

In re: Shannon Wind, LLC
Case No. 26-90124
Schedule A/B 8
Prepayments

Description	Name of holder of prepayment	Current value of debtor's interest
Prepaid Bank Fees	Citibank	$8,336.00
Prepaid Bank Fees	Wilmington Trust	$2,081.00
Prepaid Insurance	Alliant	$84,873.23
Prepaid Land Lease Fee	J. Patrick Garrett	$12,543.38
Prepaid Land Lease Fee	Kelly Garrett Abbott	$4,553.47
Prepaid Land Lease Fee	Michael & Antoinette Garrett	$1,977.43
Prepaid Land Lease Fee	Micheal L. Garrett	$3,436.45
Prepaid Land Lease Fee	Steinberger, Robert	$7,153.28
Prepaid Land Lease Fee	West Wind Land Company, Ltd	$4,553.47
Prepaid O&M Fee	General Electric Vernova	$1,258,939.60
Prepaid Retainer	Accordion Partners, LLC	$88,959.50
Prepaid Retainer	Bradley	$23,030.90
Prepaid Retainer	KPMG	$37,800.00
Prepaid Retainer	Leidos	$50,000.00
	TOTAL:	**$1,588,237.70**

In re: Shannon Wind, LLC
Case No. 26-90124
Schedule A/B 50
Other machinery, fixtures, and equipment

Description	Net book value of debtor's interest (where available)	Valuation method used for current value	Current value of debtor's interest
ROADS / EASEMENTS	$7,185,360.62		UNDETERMINED
WIND ASSETS - COLLECTOR SYSTEMS	$10,912,571.50		UNDETERMINED
WIND ASSETS - MEASURMENT TOWERS	$254,171.30		UNDETERMINED
WIND ASSETS - SUBSTATION	$4,212,281.26		UNDETERMINED
WIND ASSETS - TRANSFORMERS	$1,424,917.32		UNDETERMINED
WIND ASSETS - TRANSMISSION LINES	$1,152,806.33		UNDETERMINED
WIND ASSETS - TURBINES	$174,951,808.73		UNDETERMINED
TOTAL:	**$ 200,093,917.06**	**TOTAL:**	UNDETERMINED

In re: Shannon Wind, LLC
Case No. 26-90124
Schedule A/B 55
Real property

Description of property	Nature and extent of debtor's interest in property	Net book value of debtor's interest (where available)	Valuation method used for current value	Current value of debtor's interest
OPERATIONS & MAINTENANCE BUILDING: 4130 COBB RD, WINDTHORST, TX 76389	OWNED	$1,108,340.19		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: ARTHUR H. LITTEKEN AND SHIRLEY D. LITTEKEN	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: CLETUS J. SCHROEDER AND DARLA J. SCHROEDER	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: DAVID LYNN JACKSON AND CHERYL DAWNE JACKSON	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: DOUGLAS J. WOLF AND BETTY S. WOLF	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: EDWARD C. MOER, JR. AND DEBRA K. MOER	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: JEROME T. HORN, VERGIE M. HORN AND KEVIN HORN	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: JIMMY M. HORN	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: JOEY R. HORN AND JESSICA JUAN WANG	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: KAYE SCHREIBER NICHOLS, BOB SCHREIBER AND PAULINE A. SCHREIBER	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: LLOYD A. WOLF, SR.	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: MICHAEL DALE JACKSON AND JUDY KAY JACKSON	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: MICHAEL L. GARRETT AND ANTOINETTE I. GARRETT TRUSTEES OF THE GARRETT FAMILY TRUST	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: PRAIRIE GROVE RANCH PARTNERSHIP, LLC	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: ROBERT ALVIN SCHROEDER AND REBECCA LYNN SCHROEDER	LEASED	Undetermined		Undetermined

In re: Shannon Wind, LLC
Case No. 26-90124
Schedule A/B 55
Real property

Description of property	Nature and extent of debtor's interest in property	Net book value of debtor's interest (where available)	Valuation method used for current value	Current value of debtor's interest
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: ROBERT E. STEINBERGER, SR. AND CAROLYN SUE COX STEINBERGER	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASE & EASEMENT THROUGH: TEDDY W. CONRADY AND ADANNA J. CONRADY	LEASED	Undetermined		Undetermined
PROJECT SITE: 4130 COBB ROAD HENRIETTA, TX 76365 LEASED THROUGH: TERRENCE LEE SCHROEDER AND SCOTTA LEA SCHROEDER	LEASED	Undetermined		Undetermined
	TOTAL:	**$1,108,340.19**	**TOTAL:**	**Undetermined**

In re: Shannon Wind, LLC
Case No. 26-90124
Schedule D, Part 1
Creditors Who Have Claims Secured by Property

Line	Creditor's Name	Address 1	City	State	Zip	Date incurred	Account number (last 4 digits)	Multiple creditors (Y/N)	If multiple creditors, specify each creditor, including this creditor, and its relative priority.	Describe debtor's property that is subject to a lien	Describe the lien	Insider/related party (Y/N)	Codebtor (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim Do not deduct the value of collateral.	Value of collateral that supports this claim
2.1	Citibank, N.A., as administrative and collateral agent, and Citigroup Energy Inc	480 Washington Blvd, 16th Floor	Jersey City	NJ	07310		N	Y	1) Subject to tax liens under §§ 32.01 and 32.05 of the Texas Property Tax Code	SUBSTANTIALLY ALL ASSETS SUBJECT TO EXCLUDED ASSETS DEFINED IN CREDIT DOCUMENTS	First Lien	N	Y				$110,337,474.45	UNDETERMINED
2.2	Clay County Appraisal District	PO BOX 108 101 E Omega St	Henrietta	TX	76365		N	Y	Priority tax liens under §§ 32.01 and 32.05 of the Texas Property Tax Code	Improvements, equipment, and fixtures subject to tax liens under §§ 32.01 and 32.05 of the Texas Property Tax Code	Tax liens under §§ 32.01 and 32.05 of the Texas Property Tax Code on collateral including equipment, improvements, and fixtures	N	N				$642,588.64	UNDETERMINED
2.3	Clay County Judge	214 N. Main	Henrietta	TX	76365		N	Y	Priority tax liens under §§ 32.01 and 32.05 of the Texas Property Tax Code	Improvements, equipment, and fixtures subject to tax liens under §§ 32.01 and 32.05 of the Texas Property Tax Code	Tax liens under §§ 32.01 and 32.05 of the Texas Property Tax Code on collateral including equipment, improvements, and fixtures	N	N				$1,565,500.00	UNDETERMINED
																TOTALS:	**$112,545,563.09**	**UNDETERMINED**

In re: Shannon Wind, LLC
Case No. 26-90124
Schedule D, Part 2
Notice Parties to Creditors Who Have Claims Secured by Property

Line	Name	Address 1	Address 2	City	State	Zip	On which line in Part 1 did you enter the related creditor?	Last 4 digits of account number for this entity
3.1	C/O Willkie Farr & Gallagher LLP	600 TRAVIS STREET		HOUSTON	TX	77002	2.1	
3.2	C/O PERDUE, BRANDON, FIELDER, COLLINS & MOTT, LLP	P.O. BOX 8188		WICHITA FALLS	TX	76307	2.2	
3.3	C/O VARTABEDIAN KATZ HESTER & HAYNES LLP	301 COMMERCE STREET	SUITE 2200	FORT WORTH	TX	76102	2.3	

In re: Shannon Wind, LLC
Case No. 26-90124
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.1	Alliant Insurance Services		125 High Street	Suite 2205		Boston	MA	02110			Trade	N	X	X	X	$66,611.40
3.2	ARTHUR H. LITTEKEN AND SHIRLEY D. LITTEKEN		377 LITTEKEN DRIVE			WINDTHORST	TX	76389			Landlord	N		X		$23,460.00
3.3	Benita Baron		PO BOX 81			WINDTHORST	TX	76389			Trade	N	X	X		UNDETERMINED
3.4	CAMS Renewables		910 Louisana St.	Ste. 2400		Houston	TX	77002			Trade	N		X		$37,217.74
3.5	CLETUS J. SCHROEDER AND DARLA J. SCHROEDER		2824 FM 2581			WINDTHORST	TX	76389			Landlord	N		X		$934.00
3.6	CommTech		834 SE 34th Ave			Amarillo	TX	79103			Trade	N				$10,608.63
3.7	DAVID LYNN JACKSON AND CHERYL DAWNE JACKSON		3722 US HWY 287 S			HENRIETTA	TX	76365			Landlord	N		X		$623.00
3.8	DOUGLAS J. WOLF AND BETTY S. WOLF		411 WOLF LANE			WINDTHORST	TX	76389			Landlord	N		X		$1,557.00
3.9	EDWARD C. MOER, JR. AND DEBRA K. MOER		2196 COBB RD			WINDTHORST	TX	76389			Landlord	N		X		$2,491.00
3.10	Electric Power Systems		PO Box 958012			St Louis	MO	63195			Trade	N				$12,500.00
3.11	Fort Bend County, Texas	c/o County Attorney	Attn Bridgette Smith-Lawson	301 Jackson St		Richmond	TX	77469			Litigation	N	X	X	X	$0.00
3.12	GE VERNOVA		1 RIVER ROAD			SCHENECTADY	NY	12345			Trade	N	X	X		UNDETERMINED
3.13	J-A-C Electric Cooperative Inc.		1784 FM 172			Henrietta	TX	76365-7108			Trade	Y		X		$7,327.29
3.14	JEROME T. HORN, VERGIE M. HORN AND KEVIN HORN		219 VIRGIE LANE			WINDTHORST	TX	76389			Landlord	N		X		$1,246.00
3.15	JIMMY M. HORN		219 Virgie Ln.			Windthorst	TX	76389			Landlord	N		X		$311.00
3.16	JOEY R. HORN AND JESSICA JUAN WANG		219 Virgie Ln.			Windthorst	TX	76389			Landlord	N		X		$311.00
3.17	KAYE SCHREIBER NICHOLS, BOB SCHREIBER AND PAULINE A. SCHREIBER		15823 FM 172			SCOTLAND	TX	76389			Landlord	N		X		$1,246.00
3.18	LLOYD A. WOLF, SR.		1100 PARKER RD			WICHITA FALLS	TX	76310			Landlord	N		X		$1,557.00
3.19	McGuire Woods		800 E. Canal Street			Richmond	VA	23219-3916			Trade	N	X	X	X	$515,173.91
3.20	MICHAEL DALE JACKSON AND JUDY KAY JACKSON		19556 FM 1148			GRAHAM	TX	76450			Landlord	N		X		$623.00
3.21	MICHAEL L. GARRETT AND ANTOINETTE I. GARRETT TRUSTEES OF THE GARRETT FAMILY TRUST		1999 MCKINNEY AVE	STE 408		DALLAS	TX	75201			Landlord	N		X		$1,998.00
3.22	Midway ISD		12142 State Hwy 148 South			Henrietta	TX	76365-7210			Trade	N				$10,000.00
3.23	Plaintiffs Against Shannon Wind, LLC	c/o Wood, Smith, Henning & Berman, LLP	Attn Maxwell Bayman	1230 Peachtree Street NE, Suite 2350		Atlanta	GA	30309			Litigation	N	X	X	X	$0.00
3.24	Plaintiffs Against Shannon Wind, LLC	c/o Napoli Shkolnik	Attn Patrick Haines	3001 Esperanza Crossing #1065		Austin	TX	78758			Litigation	N	X	X	X	$0.00
3.25	Plaintiffs Against Shannon Wind, LLC	c/o Hendler Flores Law	Attn Scott Hendler	901 S. MoPac Expressway Bldg. 1, Suite # 300		Austin	TX	78746			Litigation	N	X	X	X	$0.00
3.26	Plaintiffs Against Shannon Wind, LLC	c/o Dick Law Firm	Attn Eric Dick	3701 Brookwoods		Houston	TX	77092			Litigation	N	X	X	X	$0.00
3.27	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			Litigation	N	X	X	X	$0.00
3.28	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			Litigation	N	X	X	X	$0.00
3.29	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			Litigation	N	X	X	X	$0.00
3.30	Plaintiffs Against Shannon Wind, LLC	c/o Scott Douglass LLP	Attn Aaron Collins	303 Colorado Street, Suite 2400		Austin	TX	78701			Litigation	N	X	X	X	$0.00
3.31	Plaintiffs Against Shannon Wind, LLC	c/o The Buzbee Law Firm	Attn Tony Buzbee	600 Travis Street Suite 7500		Houston	TX	77002			Litigation	N	X	X	X	$0.00
3.32	Plaintiffs Against Shannon Wind, LLC	c/o Abraham Watkins	Attn Benny Agosto, Jr.	800 Commerce Street		Houston	TX	77002			Litigation	N	X	X	X	$0.00

In re: Shannon Wind, LLC
Case No. 26-90124
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.33	Plaintiffs Against Shannon Wind, LLC	c/o Robins Cloud LLP	Attn Bill Robins III	2000 West Loop South Suite 2200		Houston	TX	77027			Litigation	N	X	X	X	$0.00
3.34	Plaintiffs Against Shannon Wind, LLC	c/o Brent Coon & Assocs.	Attn Brent Coon	300 Fannin St., Suite 200		Houston	TX	77002			Litigation	N	X	X	X	$0.00
3.35	Plaintiffs Against Shannon Wind, LLC	c/o Fears Nachawati PLLC	Attn Danae Benton	5489 Blair Road		Dallas	TX	75231			Litigation	N	X	X	X	$0.00
3.36	Plaintiffs Against Shannon Wind, LLC	c/o Spagnoletti Law Firm	Attn Eric Rhine	401 Louisiana Street, 8th Floor		Houston	TX	77002			Litigation	N	X	X	X	$0.00
3.37	Plaintiffs Against Shannon Wind, LLC	c/o Spagnoletti Law Firm	Attn Marcus Spagnoletti	401 Louisiana Street, 8th Floor		Houston	TX	77002			Litigation	N	X	X	X	$0.00
3.38	Plaintiffs Against Shannon Wind, LLC	c/o Denenberg Tuffley, PLLC	Attn Evan Malinowski	28411 Northwestern Hwy, Suite 600		Southfield	MI	48034			Litigation	N	X	X	X	$0.00
3.39	Plaintiffs Against Shannon Wind, LLC	c/o Mostyn Law	Attn Gregory Cox	3810 W. Alabama St.		Houston	TX	77027			Litigation	N	X	X	X	$0.00
3.40	Plaintiffs Against Shannon Wind, LLC	c/o Butler Weihmuller LLP	Attn Robert Hind	18333 Preston Road, Suite 530		Dallas	TX	75252-6003			Litigation	N	X	X	X	$0.00
3.41	Plaintiffs Against Shannon Wind, LLC	c/o Grotefeld Hoffmann	Attn Mark Grotefeld	6034 West Courtyard Drive, Suite 270		Austin	TX	78730			Litigation	N	X	X	X	$0.00
3.42	Plaintiffs Against Shannon Wind, LLC	c/o Matthiesen Wickert	Attn Mark A. Solomon	11940 Jollyville Rd., Ste. 215N		Austin	TX	78759			Litigation	N	X	X	X	$0.00
3.43	Plaintiffs Against Shannon Wind, LLC	c/o Forester Haynie PLLC	Attn Matthew McCarley	11300 North Central Expy. Suite 550		Dallas	TX	75243			Litigation	N	X	X	X	$0.00
3.44	Plaintiffs Against Shannon Wind, LLC	c/o Cox, PLLC	Attn David John Booth	8144 Walnut Hill Ln Ste 1090		Dallas	TX	75231-4466			Litigation	N	X	X	X	$0.00
3.45	Plaintiffs Against Shannon Wind, LLC	Attn Danae Benton	1825 Market Center Blvd Ste. 500			Dallas	TX	75207-3349			Litigation	N	X	X	X	$0.00
3.46	Plaintiffs Against Shannon Wind, LLC	c/o Thompson Brody & Kaplan, LLP	Attn Robert Elliot Wilens	161 North Clark Street, Suite 3575		Chicago	IL	60601			Litigation	N	X	X	X	$0.00
3.47	Plaintiffs Against Shannon Wind, LLC	Attn Dwayne Hermes	c/o Hermes Law	500 North Akard Street, Suite 2050		Dallas	TX	75201			Litigation	N	X	X	X	$0.00
3.48	PRAIRIE GROVE RANCH PARTNERSHIP, LLC		1999 MCKINNEY AVE	STE. 408		DALLAS	TX	75201			Landlord	N		X		$32,891.00
3.49	Risk Work		220 Roxbury Ln			Noblesville	IN	46062			Trade	N	X			$30,000.00
3.50	ROBERT ALVIN SCHROEDER AND REBECCA LYNN SCHROEDER		317 SCHROEDER LANE			WINDTHORST	TX	76389			Landlord	N		X		$3,426.00
3.51	ROBERT E. STEINBERGER, SR. AND CAROLYN SUE COX STEINBERGER		PO BOX 68			WINDTHORST	TX	76389			Landlord	N		X		$4,271.00
3.52	Safety Kleen		42 Longwater Dr.			Norwell	MA	02061			Trade	N				$1,154.49
3.53	Sharon Adams	c/o Harrison Davis Morrison Jones, PC	Attn Steve Harrison	5 N. Ritchie Road		Waco	TX	76712			Litigation	N	X	X	X	$0.00
3.54	Tenaska		14302 FNB Parkway			Omaha	NE	68154			Trade	N		X		$15,894.74
3.55	TERRENCE LEE SCHROEDER AND SCOTTA LEA SCHROEDER		PO BOX 14			WINDTHORST	TX	76389			Landlord	N		X		$1,246.00
3.56	Terry W. English	c/o Property Tax Group	Attn Bryan Vecera	3730 Cypress Creek Pkwy., Ste. 224		Houston	TX	77068			Litigation	N	X	X	X	$0.00
3.57	Texas Excavation Safety System		PO Box 678058			Dallas	TX	75267			Trade	N				$50.00
3.58	True Steel		19380 E159 Rd			Ada	OK	74820			Trade	N		X		$4,500.00
3.59	Waste Connection		PO BOX 819, DISTRICT NO. 5187			IOWA PARK	TX	76367-0819			Trade	N				$241.06
														TOTAL:		$789,470.26

In re: Shannon Wind, LLC
Case No. 26-90124
Schedule E/F, Part 3
Notice Parties to Creditors Who Have Unsecured Claims

Line	Name	Address 1	Address 2	Address 3	City	State	Zip	On which line in Part 1 or Part 2 is the related creditor (if any) listed? If not listed, explain	Account number (last 4 digits)
4.1	RICK ROUCH	DREWRY SIMMONS VORNEHM LLP	736 HANOVER PLACE	SUITE 200	CARMEL	IN	46032	Part 2 3.49	
4.2	SUSAN C. MATHEWS	BAKER DONELSON	1301 MCKINNEY STREET	SUITE 3700	HOUSTON	TX	77010	Part 2 3.12	

In re: Shannon Wind, LLC
Case No. 26-90124
Schedule G
Executory Contracts and Unexpired Leases

Line	Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	State what the contract or lease is for and the nature of the debtor's interest	State the term remaining	List the contract number of any government contract
2.1	A&V WATER + UTILITIES		PO BOX 1504			DECATUR	TX	76234		WATER HAULING	UNDETERMINED	
2.2	ACCORDION PARTNERS LLC	ATTN: GENERAL COUNSEL	ONE VANDERBILT AVE, 24TH FLOOR			NEW YORK	NY	10017		ACCORDION ENGAGEMENT LETTER (CORPORATE RESTRUCTURE)	ONGOING	
2.3	AFCO CREDIT CORPORATION		150 N. FIELD DRIVE	SUITE 190		LAKE FOREST	IL	60045		INSURANCE PROVIDER	Ongoing	
2.4	Alliant Insurance Services		125 High Street	Suite 2205		Boston	MA	02110		INSURANCE PROVIDER	Ongoing	
2.5	AQUA ONE INC		P.O. BOX 8210			AMARILLO	TX	79114		DRINKING WATER BOTTLES DELIVERY	MONTH TO MONTH	
2.6	ARTHUR H. LITTEKEN AND SHIRLEY D. LITTEKEN	ATTN: SHIRLEY LITTEKEN	377 LITTEKEN DRIVE			WINDTHORST	TX	76389		LAND LEASE	Ongoing	
2.7	AT&T MOBILITY		PO BOX 6416			CAROL STEAM	IL	60197-6416		INTERNET FOR MET TOWERS	MONTH TO MONTH	
2.8	BENCHMARK GENSUITE		5181 NATORP BLVD	SUITE 610		MASON	OH	45040		ACTION TRACKING AND COMPLIANCE CALENDAR	ONGOING	
2.9	BRADLEY ARANT BOULT CUMMINGS LLP	C/O JARROD B MARTIN	CHASE TOWER	600 TRAVIS STREET, SUITE 5600		HOUSTON	TX	77002		SERVICE AGREEMENT	ONGOING	
2.10	CAC SPECIALITY		115 OFFICE PARK DRIVE			BIRMINGHAM	AL	35223		INSURANCE PROVIDER	Ongoing	
2.11	CAMS BLUEWIRE TECHNOLOGIES		910 LOUISANA ST.	SUITE 2400		HOUSTON	TX	77002		TECHNICAL SUPPORT SERVICES	ONGOING	
2.12	CAMS ESPARC		910 LOUISANA ST.	SUITE 2400		HOUSTON	TX	77002		SPCC PLAN	ONGOING	
2.13	CAMS RENEWABLE SERVICES, LLC		910 LOUISANA ST.	Ste. 2400		HOUSTON	TX	77002		ASSET MANAGEMENT AGREEMENT	ONGOING	
2.14	CLETUS J. SCHROEDER AND DARLA J. SCHROEDER	ATTN: CLETUS SCHROEDER	2824 FM 2581			WINDTHORST	TX	76389		LAND LEASE	Ongoing	
2.15	COMCELL COMMUNITY		PO BOX 130			WINDTHORST	TX	76389-0130			Ongoing	
2.16	CUMMINGS WESTLAKE		16410 N. ELDRIDGE PKWY			TOMBALL	TX	77377-9074		PROPERTY TAX ADVISOR	UNDETERMINED	
2.17	DAVES BUG PRO LLC		PO BOX 9486			WICHITA FALLS	TX	76308		WATER HAULING	MONTH TO MONTH	
2.18	DAVID LYNN JACKSON AND CHERYL DAWNE JACKSON	ATTN: DAVID JACKSON	3722 US HWY 287 S			HENRIETTA	TX	76365		LAND LEASE	Ongoing	
2.19	DOUGLAS J. WOLF AND BETTY S. WOLF	ATTN: DOUGLAS WOLF	411 WOLF LANE			WINDTHORST	TX	76389		LAND LEASE	Ongoing	
2.20	DTN		18205 CAPITAL AVE	STE 1000		OMAHA	NE	68022		WEATHER FORECASTING	MONTH TO MONTH	
2.21	EDWARD C. MOER, JR. AND DEBRA K. MOER	ATTN: EDWARD MOER, JR.	2196 COBB RD			WINDTHORST	TX	76389		LAND LEASE	Ongoing	
2.22	ERCOT		8000 METROPOLIS DRIVE	BUILDING E, SUITE 100		AUSTIN	TX	78744		TEXAS POWER GRID	ONGOING	
2.23	ESE PARTNERS LLC		2002 WEST GRAND PKWY NORTH	STE 140		KATY	TX	77449		ESA SERVICE	UNDETERMINED	
2.24	FEDERAL INSURANCE COMPANY (CHUBB)	Victoria OKeefe, Northeast Regional Manager	5400 Lyndon B Johnson Freeway	Suite 700		Dallas	TX	75240		INSURANCE PROVIDER	Ongoing	
2.25	FIRST INSURANCE		450 SKOKIE BLVD	STE 1000		NORTHBROOK	IL	60062		INSURANCE PROVIDER	Ongoing	
2.26	GE VERNOVA		1 RIVER ROAD			SCHENECTADY	NY	12345		SERVICE AGREEMENT	ONGOING	
2.27	HOMELAND INSURANCE COMPANY OF NEW YORK	Samantha Disabella, SVP Underwriting	275 Madison Ave. Ste. 902			NEW YORK	NY	10016		INSURANCE PROVIDER	Ongoing	
2.28	ICF INCORPORATED LLC		1902 RESTON METRO PLAZA			RESTON	VA	20190		WIND CONSULANT		
2.29	IDEALS		815 N ROYAL STREET	SUITE 202		ALEXANDRIA	VA	22314		VIRTUAL DATA ROOM	UNDETERMINED	
2.30	JEROME T. HORN, VERGIE M. HORN AND KEVIN HORN	ATTN: JEROME HORN	219 VIRGIE LANE			WINDTHORST	TX	76389		LAND LEASE	Ongoing	
2.31	JIMMY M. HORN	ATTN: JIMMY HORN	219 VIRGIE LN			WINDTHORST	TX	76389		LAND LEASE	Ongoing	
2.32	JOEY R. HORN AND JESSICA JUAN WANG	ATTN: JOEY HORN	219 VIRGIE LN			WINDTHORST	TX	76389		LAND LEASE	Ongoing	
2.33	KAYE SCHREIBER NICHOLS, BOB SCHREIBER AND PAULINE A. SCHREIBER	ATTN: KAYE NICHOLS	15823 FM 172			SCOTLAND	TX	76389		LAND LEASE	Ongoing	
2.34	KPMG		620 SOUTH TRYON STREET	SUITE 1000		CHARLOTTE	NC	28202		SERVICE AGREEMENT	ONGOING	
2.35	KURTZMAN CARSON CONSULTANTS, LLC D/B/A VERITA GLOBAL	KCC/VERITA GLOBAL LLC	ATTN: DRAKE D FOSTER	222 N. PACIFIC COAST HIGHWAY, 3RD FLOOR		EL SEGUNDO	CA	90245		SERVICE AGREEMENT	ONGOING	

In re: Shannon Wind, LLC
Case No. 26-90124
Schedule G
Executory Contracts and Unexpired Leases

Line	Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	State what the contract or lease is for and the nature of the debtor's interest	State the term remaining	List the contract number of any government contract
2.36	LEIDOS		100 PENNSYLVANIA AVE	SUITE 401		FRAMINGHAM	MA	01701		INDEPENDENT ENGINEER	ONGOING	
2.37	LLOYD A. WOLF, SR.	ATTN: LLOYD WOLF	1100 PARKER RD			WICHITA FALLS	TX	76310		LAND LEASE	Ongoing	
2.38	MICHAEL DALE JACKSON AND JUDY KAY JACKSON	ATTN: MICHAEL JACKSON	19556 FM 1148			GRAHAM	TX	76450		LAND LEASE	Ongoing	
2.39	MICHAEL L. GARRETT AND ANTOINETTE I. GARRETT TRUSTEES OF THE GARRETT FAMILY TRUST	ATTN: MICHAEL GARRETT	1999 MCKINNEY AVE.	STE 408		DALLAS	TX	75201		LAND LEASE	Ongoing	
2.40	MOORE-MCNEIL		PO BOX 843164			DALLAS	TX	75284		INSURANCE PROVIDER	Ongoing	
2.41	NOMURA SECURITIES INTERNATIONAL, INC	ATTN: GENERAL COUNSEL	NOMURA SECURITIES INTERNATIONAL INC	WORLDWIDE PLAZA, 309 WEST 49TH STREET		NEW YORK	NY	10019		NOMURA ENGAGEMENT LETTER (FINANCIAL ADVISOR)	11/26/2026	
2.42	ONCOR ELECTRIC DELIVERY COMPANY, LLC	ATTN: LES HALL	2233 B MOUNTAIN CREEK PARKWAY			DALLAS	TX	75211-6711		INTERCONNECTION AGREEMENT-ERCOT	UNDETERMINED	
2.43	PRAIRIE GROVE RANCH PARTNERSHIP, LLC	ATTN: MICHAEL GARRETT	1999 MCKINNEY AVE	STE. 408		DALLAS	TX	75201		LAND LEASE	Ongoing	
2.44	REDBUD NEW ENERGY		110 SAN ANTONIO STREET	APT 2607		AUSTIN	TX	78701		INDEPENDENT MANAGER AGREEMENT	Ongoing	
2.45	RISK WORK		220 ROXBURY LN			NOBLESVILLE	IN	46062		WIND CONSULANT	ONGOING	
2.46	ROBERT ALVIN SCHROEDER AND REBECCA LYNN SCHROEDER	ATTN: ROBERT SCHROEDER	317 SCHROEDER LANE			WINDTHORST	TX	76389		LAND LEASE	Ongoing	
2.47	ROBERT E. STEINBERGER, SR. AND CAROLYN SUE COX STEINBERGER	ATTN: ROBERT STEINBERGER, SR.	PO BOX 68			WINDTHORST	TX	76389		LAND LEASE	Ongoing	
2.48	SAFETY KLEEN		42 LONGWATER DR			NORWELL	MA	02061			Ongoing	
2.49	TEDDY W. CONRADY AND ADANNA J. CONRADY	ATTN: TEDDY CONRADY	1159 C BAR RD			WINDTHORST	TX	76389		LAND LEASE	Ongoing	
2.50	TEDDY W. CONRADY AND ADANNA J. CONRADY	ATTN: TEDDY CONRADY	1159 C BAR RD			WINDTHORST	TX	76389		EASEMENT	ONGOING	
2.51	TEDDY W. CONRADY AND ADANNA J. CONRADY	ATTN: TEDDY CONRADY	1159 C BAR RD			WINDTHORST	TX	76389		LETTER AGREEMENT RE: EASEMENT	ONGOING	
2.52	TENASKA POWER SERVICES CO		14302 FNB PARKWAY			OMAHA	NE	68154		REP AND MARKETING SERVICES	ONGOING	
2.53	TERRENCE LEE SCHROEDER AND SCOTTA LEA SCHROEDER	ATTN: TERRENCE SCHROEDER	PO BOX 14			WINDTHORST	TX	76389		LAND LEASE	Ongoing	
2.54	UNITED SPECIALTY UNDERWRITERS	c/o PPS Specialty Underwriters, Inc.	Attn Monika Jahnke, President/CUO	26895 Aliso Creek Rd. #B-70		Aliso Viejo	CA	92656		INSURANCE PROVIDER	Ongoing	
2.55	WASTE CONNECTION		PO BOX 819, DISTRICT NO. 5187			IOWA PARK	TX	76367-0819			Ongoing	
2.56	WATERPRO INC.		PO BOX 3277			LUBBOCK	TX	79452			Ongoing	
2.57	WHITAKER SERVICES		P.O. BOX 713			ARCHER CITY	TX	76351		LAWN CARE AND FENCING	UNDETERMINED	

Fill in this information to identify the case:

Debtor 1 _____

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: _____ District of _____

Case number _____

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

   _____
   Name of the current creditor (the person or entity to be paid for this claim)

   Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

   ❑ No
   ❑ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
_____ Name	_____ Name
_____ Number Street	_____ Number Street
_____ City State ZIP Code	_____ City State ZIP Code
Contact phone _____	Contact phone _____
Contact email _____	Contact email _____

Uniform claim identifier (if you use one):

__ __

4. **Does this claim amend one already filed?**

   ❑ No
   ❑ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

   ❑ No
   ❑ Yes. Who made the earlier filing? _____

EXHIBIT 2

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ Undetermined. **Does this amount include interest or other charges?**
☑ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Contingent Claim under Full Service Agreement dated 10/1/19

9. **Is all or part of the claim secured?**
☑ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: $_____
Amount of the claim that is secured: $_____
Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: $_____
Annual Interest Rate (when case was filed)_____%
☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
☐ No
☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 4/20/26
MM / DD / YYYY

OMAL
Signature

Print the name of the person who is completing and signing this claim:

Name: Carlos (First name) | (Middle name) | Roman (Last name)

Title: Senior Director, NAM OM&U

Company: GE Vernova International LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 300 Garlington Rd.
Number Street

Greenville | SC | 29615
City | State | ZIP Code

Contact phone: 864-569-1783 Email: Carlos.Roman@gevernova.com

Exhibit "A"

The Debtor, Shannon Wind, LLC, is a party to a Full Service Agreement ("Agreement") with GE Vernova International LLC, f/k/a General Electric International, Inc. ("GE Vernova"), dated October 1, 2019. Under the terms of the Agreement, GE Vernova provides operations and maintenance services for certain wind turbine generator equipment owned and operated by the Debtors as described therein. The terms of the Agreement are confidential and constitute proprietary information of GE Vernova. Please contact GE Vernova's counsel, Susan C. Mathews of Baker Donelson, at 713/286-7165 or smathews@bakerdonelson.com if you have any questions regarding the Agreement or this Proof of Claim.

United States Bankruptcy Court
Southern District of Texas
ENTERED
February 18, 2026
Nathan Ochsner, Clerk

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]	

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

Upon the Motion[2] of Shannon Wind, LLC as debtor and debtor in possession in the above chapter 11 case (the "**Debtor**"), seeking, pursuant to sections 105, 363, and 365 of the Bankruptcy Code, Rules 2002, 6004, 6006, 9007, and 9008 of the Bankruptcy Rules and Section B of Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "**Complex Case Procedures**"), for the entry of: (a) this Order[3], (i) scheduling the Sale Hearing with respect to 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, including any theories of successor liability, and authorizing the assumption and assignment of certain Potentially Assigned Agreements in connection therewith; (ii) authorizing and approving the Bidding Procedures, attached hereto as

[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 (the "**Claims Agent Website**").

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

[3] This Order shall also be referred to as the "**Bidding Procedures Order**".

EXHIBIT
3

Exhibit 1, authorizing and approving certain Assumption and Assignment Procedures (as defined herein), and the form of the Assumption and Assignment Notice, attached hereto as **Exhibit 4**, and authorizing and approving the form and manner of notice for each of the foregoing; and (b) a Sale Order (i) authorizing and approving the Debtor's entry into a final asset purchase agreement; (ii) authorizing and approving the Sale, free and clear of all liens, claims, encumbrances, and other interests, including any theories of successor liability, other than those permitted by the subject asset purchase agreement; (iii) authorizing and approving the assumption and assignment of the Potentially Assigned Agreements in connection therewith; and (iv) granting related relief; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; the Court having reviewed the Motion and conducted a hearing to consider the relief requested therein regarding the Bidding Procedures and related matters (the "**Bidding Procedures Hearing**"); and the Court having considered the statements of counsel, the Bid Procedures Declaration, and the evidence presented at the Bidding Procedures Hearing; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:[4]

A. The Court has jurisdiction over this matter and over the property of the Debtor and its bankruptcy estate pursuant to 28 U.S.C. §§ 157(a) and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N), and (O). The statutory predicates for the relief sought herein are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9008. Venue of this Chapter 11 Case and the Motion is proper

[4] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. All findings of fact and conclusions of law announced by the Court at the Bidding Procedures Hearing are hereby incorporated herein to the extent not inconsistent herewith.

pursuant to 28 U.S.C. §§ 1408 and 1409. The Court may enter a final order consistent with Article III of the United States Constitution.

B. The Debtor has offered good and sufficient reasons for, and the best interest of its estate will be served by, the Court granting the Motion to the extent provided in this Order, including (a) approving the Bidding Procedures, attached hereto as **Exhibit 1**, and form and manner of notice thereof substantially in the form of the Sale Notice, attached hereto as **Exhibit 2**, and the Publication Notice, attached hereto as **Exhibit 3**, (b) authorizing, but not directing, the Debtor to designate a Stalking Horse Bidder in accordance with the Bidding Procedures, (c) scheduling an Auction and a Sale Hearing in connection with the Sale, and (d) establishing the Assumption and Assignment Procedures and approving the manner of notice thereof substantially in the form of the Assumption and Assignment Notice, attached hereto as **Exhibit 4**.

C. Good and sufficient notice of the relief sought in the Motion has been given, and no further notice is required except as set forth herein with respect to any designation of a Stalking Horse Bidder, the Auction, the Successful Bidder and Backup Bidder Designation and the Sale Hearing. Subject to the immediately preceding sentence, a reasonable opportunity to object or to be heard regarding the relief requested in the Motion was afforded to all interested persons and entities.

D. In accordance with Bankruptcy Rule 6004, the Debtor has properly filed and noticed the Motion. The issuance of this Order as of the date hereof, including approval of the Bidding Procedures, is supported by evidence of compelling business justifications and other circumstances demonstrating that the relief granted by this Order is necessary to maximize value for the Debtor and its estate.

E. The proposed Sale Notice, Publication Notice, and the Assumption and

Assignment Notice, as set forth in the Motion and this Order, are appropriate, sufficient, and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale Hearing, the Bidding Procedures, and the Assumption and Assignment Procedures, and no other or further notice shall be required for the proposed Sale, or the assumption and assignment of the Potentially Assigned Agreements.

F. The process for filing the Stalking Horse Supplement and the granting of any Bid Protections is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of: (a) the identification of the Stalking Horse Bidder (and if the Stalking Horse Bidder is a newly formed entity, then the Stalking Horse Bidder's parent company or sponsor); (b) the amount of the Stalking Horse Bid and what portion (if any) is cash; (c) whether the Stalking Horse Bidder has any connection to the Debtor other than those that arise from the Stalking Horse Bid; (d) any proposed Bid Protections; (e) the Stalking Horse Agreement, including all exhibits, schedules or attachments thereto; and (f) the Stalking Horse Objection Deadline.

G. The Bidding Procedures are fair, reasonable, and appropriate under the circumstances, and are reasonably designed to maximize the value to be achieved for the Assets.

H. The Assumption and Assignment Procedures provided for herein and the Assumption and Assignment Notice are reasonable and appropriate and consistent with the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006. The Assumption and Assignment Procedures and the Assumption and Assignment Notice have been tailored to provide an adequate opportunity for all counterparties to assert any objections to the assumption and assignment of the Potentially Assigned Agreements and related Cure Costs.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. All objections to the entry of this Order or to the relief provided herein that have not been withdrawn, waived, resolved, or settled are hereby denied and overruled.

I. Important Dates and Deadlines.

2. The Debtor is authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

Event or Deadline	Date and Time (all in prevailing Central time)
Indication of Interest Deadline	March 12, 2026 at 4:00 p.m.
Assumption and Assignment Notice Deadline	March 23, 2026 at 4:00 p.m.
Stalking Horse Bids Deadline	April 15, 2026 at 4:00 p.m.
Stalking Horse Designation Deadline	April 30, 2026 at 4:00 p.m.
Sale Objection Deadline	May 4, 2026 at 4:00 p.m.
Qualified Bid Deadline	May 15, 2026 at 2:00 p.m.
Supplemental Assumption and Assignment Notice Deadline	Later of the Sale Objection Deadline or fourteen (14) days after service of a Supplemental Assumption and Assignment Notice
Auction (if necessary)	May 18, 2026 at 9:00 a.m.
Designation of Successful Bidder and Backup	Later of one (1) business day after the conclusion of the Auction or May 20, 2026
Supplemental Sale Objection Deadline	May 27, 2026 at 4:00 p.m.
Sale Hearing	June 3, 2026 at 9:00 a.m.
Sale Closing	No later than June 24, 2026

3. The failure to timely file an objection in accordance with this Order shall forever bar the assertion of any objection to the Motion or Sale Order and/or consummation of a Sale, including the assumption and assignment of the Potentially Assigned Agreements to a Successful Bidder pursuant to a purchase agreement, and shall be deemed to constitute any such party's waiver of the right to object to the entry of the applicable order and consummation of the Sale and all other transactions related thereto.

4. The Debtor reserves the right, following consultation with the Consultation Parties, and is authorized to, modify the above timelines in accordance with the Bidding Procedures, including the date and time of any Auction.

II. Bidding Procedures.

5. The Bidding Procedures, attached as **Exhibit 1** to this Order, are hereby approved

in their entirety, incorporated by reference as if fully set forth herein, and shall govern all Bids and Bidding Procedures relating to (a) a sale of substantially all of the Assets pursuant to section 363(f) of the Bankruptcy Code, including, but not limited to, the Debtor's equipment, leases of nonresidential real property, other personal property and intellectual property, and Assumed Contracts, or (b) a restructuring transaction that contemplates a cash investment from a third party sponsor(s), strategic or otherwise, in return for equity in a reorganized enterprise pursuant to a confirmed reorganization plan in this chapter 11 case.

6. The Debtor is authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance therewith. The failure to specifically include or reference a particular provision of the Bidding Procedures shall not diminish or impair the effectiveness of such provision.

7. The process and requirements associated with submitting a Qualified Bid are approved as fair, reasonable, appropriate, and designed to maximize recoveries for the benefit of the Debtor's estate, creditors, and other parties in interest.

8. Any Potential Bidder that wishes to have access to further due diligence must submit an Indication of Interest no later than **March 12, 2026, at 4:00 p.m.** (prevailing Central time), unless extended by the Debtor pursuant to the Bidding Procedures and in consultation with the Consultation Parties.

9. The Qualified Bid Deadline for submitting a Qualified Bid shall be **May 15, 2026, at 4:00 p.m.** (prevailing Central time), unless extended by the Debtor pursuant to the Bidding Procedures and in consultation with the Consultation Parties.

10. For all purposes under the Bidding Procedures: (a) any designated Stalking Horse Purchaser shall be considered a Qualified Bidder, and any Stalking Horse Agreement shall

be considered a Qualified Bid; (b) should it decide to credit bid, applicable parties holding a perfected lien on and security interest in the Assets may seek to credit bid some or all of their claims that are not subject to a *bona fide* dispute for those Assets that constitute their collateral, in accordance with section 363(k) of the Bankruptcy Code; and (c) in determining whether the Potential Bidders constitute Qualified Bidders, the Debtor may consider a combination of bids for the Assets.

11. Objections to (i) the sale of any Assets free and clear of liens, claims, interests, and encumbrances, including any theories of successor liability, pursuant to section 363(f) of the Bankruptcy Code to the Successful Bidder(s) and/or Backup Bidder(s), as applicable, (ii) any of the relief requested in the Motion, and (iii) entry of the Sale Order (the "**Sale Objections**") must be in writing, state the basis of such objection with specificity, and be filed with this Court and served so as to be received by proposed counsel to the Debtor and the Consultation Parties on or before **May 4, 2026, at 4:00 p.m.** (prevailing Central time).

12. The Debtor shall inform Qualified Bidders that their Bids have been designated as Qualified Bids as soon as practicable after the Qualified Bid Deadline.

13. In the event the Debtor determines, in consultation with the Consultation Parties, not to hold an Auction, no later than **May 17, 2026, at 12:00 p.m.** (prevailing Central time), the Debtor will file with the Court, serve on the Stalking Horse Notice Parties and cause to be published on the Claims Agent Website, the Notice of Cancellation, containing the following information: (i) a statement that the Auction has been canceled, (ii) the identity of the Successful Bidder, (iii) a summary of the material terms of such Successful Bid, and (iv) the date, time and location of the Sale Hearing or plan confirmation hearing, as applicable.

14. If at least two (2) Qualified Bids (including any Stalking Horse Bid) are received

by the Qualified Bid Deadline, the Debtor will conduct the Auction. The Auction will take place on **May 18, 2026, starting at 9:00 a.m.** (prevailing Central Time) at the offices of Bradley Arant Boult Cummings LLP, in Houston, (or at any other location or electronically as the Debtor may hereafter designate on proper notice); provided, however, the Debtor shall have the right to hold the Auction remotely, including telephonically or by other electronic means (including, without limitation, video conferencing) as the Debtor may choose in its sole discretion. If held, the Auction proceedings will be transcribed and/or video recorded.

15. Each Qualified Bidder participating at the Auction will be required to confirm in writing, and on the record at the Auction, that (a) it has not engaged in any collusion with respect to the bidding process, and (b) its Qualified Bid is a good faith *bona fide* offer that it intends to consummate if selected as the Successful Bidder.

16. Following the Auction, the Debtor will determine, in consultation with the Consultation Parties, which Qualified Bid is the highest or otherwise best Bid for the Assets.

17. Upon the later of one (1) business day of the conclusion of the Auction or **May 20, 2026**, the Debtor shall file and serve on the Stalking Horse Notice Parties, and cause to be published on the Claims Agent Website, the Successful Bidder and Backup Bidder Designation, identifying the Successful Bidder and Backup Bidder, which will (a) identify the Successful Bidder and each Backup Bidder (as applicable), (b) summarize the material terms of such bids, and (c) set forth the date, time, and location of the Sale Hearing or plan confirmation hearing, as applicable.

18. Any objections to (i) the identity of the Successful Bidder or Backup Bid (other than any Stalking Horse Bid), (ii) adequacy of assurance of future performance of any Potentially Assigned Agreements, or (iii) the conduct of the Auction (each a "**Supplemental Sale**

Objection") must (w) be in writing and specify the nature of such objection; (x) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all orders of the Court; (y) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (z) be filed with the Court and served so as to be actually received by proposed counsel to the Debtor, the Consultation Parties, and the U.S. Trustee **no later than 4:00 p.m. (prevailing Central Time) on May 27, 2026** (the "**Supplemental Sale Objection Deadline**").

19. The Court shall convene the Sale Hearing on **June 3, 2026, at 9:00 a.m.** (prevailing Central time), at such time as the Court may have available, or as soon thereafter as counsel and interested parties may be heard, at which time the Court will consider approval of the Sale to the Successful Bidder or Backup Bidder and the entry of the Sale Order. At the Sale Hearing, the Debtor will seek the entry of the Sale Order approving and authorizing the Sale to the Successful Bidder or Backup Bidder. Notwithstanding the foregoing, approval of the assumption and assignment of any contract or leases to the Backup Bidder shall not be considered or approved at the Sale Hearing, nor shall affected landlords or counterparties be required to object to assumption and assignment of any contract or lease to the Backup Bidder prior to the Debtor's filing and service of a notice of intent to proceed with the Backup Bid. Subject to consultation with the Consultation Parties, the Debtor may adjourn the Sale Hearing from time to time without further notice to creditors or other parties in interest other than by announcement of said adjournment at the Sale Hearing or in notice or agenda filed with the Court.

20. All sales made pursuant to this Order or any Sale Order will be as-is, where-is, and without any warranty except as to title.

III. Designation of Stalking Horse Bidder

21. Potential Bidders that desire to serve as the Stalking Horse Bidder must submit

a Qualified Bid that includes the proposed terms of any Bid Protections, by **no later than April 15, 2026 at 4:00 p.m.** (prevailing Central time), unless extended by the Debtor pursuant to the Bidding Procedures and in consultation with the Consultation Parties.

22. The Stalking Horse Designation Deadline shall be **April 30, 2026, at 4:00 p.m.** (prevailing Central time), unless extended by the Debtor pursuant to the Bidding Procedures and in consultation with the Consultation Parties.

23. The Debtor is authorized, but not directed, in the exercise of its reasonable business judgment and in consultation with the Consultation Parties and subject to the consent (not to be unreasonably withheld) of the Prepetition Secured Parties, or any successor thereto, to (a) designate a Stalking Horse Bidder, (b) enter into a Stalking Horse Agreement in accordance with the Bidding Procedures, and (c) agree to any Bid Protections subject to further Court approval, in each case at any time prior to the Auction and in accordance with the Bidding Procedures.

24. In the event that the Debtor designates a Stalking Horse Bidder and enters into a Stalking Horse Agreement, the Debtor shall file the Stalking Horse Supplement seeking approval of any Bid Protections sought thereunder, and serve the Stalking Horse Supplement by e-mail, with no less than three (3) business days' notice of the Stalking Horse Objection Deadline on the Stalking Horse Notice Parties, with no further notice being required. The Stalking Horse Supplement shall (a) set forth the identity of the Stalking Horse Bidder (and if the Stalking Horse Bidder is a newly-formed entity, then the Stalking Horse Bidder's parent company or sponsor); (b) set forth the amount of the Stalking Horse Bid and what portion is cash; (c) state whether the Stalking Horse Bidder has any connection to the Debtor other than those that arise from the Stalking Horse Bid; (d) specify any Bid Protections; (e) attach the Stalking Horse Agreement,

including all exhibits, schedules or attachments thereto; and (f) set forth the deadline to object to the Bid Protections. The Stalking Horse Supplement shall also include any evidence the Debtor would like the Court to consider in connection with any request to approve any Bid Protections as an administrative expense under section 503(b) of the Bankruptcy Code.

25. Objections to the Bid Protections shall (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Bankruptcy Local Rules, (c) state, with specificity, the legal and factual bases thereof, and (d) be filed with the Court and served on the Stalking Horse Notice Parties within three (3) business days after the service of the Stalking Horse Supplement.

IV. Notice Procedures

26. The form of Sale Notice and Publication Notice are approved.

27. Within five (5) Business Days after the entry of the Bidding Procedures Order, or as soon as reasonably practicable thereafter, the Debtor shall serve the notice of auction and sale (the "**Sale Notice**"), attached as **Exhibit 2** to the Bidding Procedures Order, by email, if available, or otherwise by first class mail upon (a) the U.S. Trustee; (b) the United States Securities and Exchange Commission; (c) the Department of Justice; (d) the U.S. Attorney for the Southern District of Texas; (e) the Texas Office of the Attorney General; (f) Electric Reliability Council of Texas; (g) counsel to the Prepetition Secured Parties; (h) counsel to any Committee; (i) all known creditors of the Debtor, including all parties listed in the creditor matrix; (j) all parties who are known by the Debtor to assert liens against the Assets; (k) any party known or reasonably believed to have expressed an interest in acquiring some or all or substantially all of the Assets; and (l) all parties who, as of the filing of this Motion, have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002.

28. The Debtor shall publish the Publication Notice, in substantially the form attached hereto as **Exhibit 3**, once in each of (a) the *Houston Chronicle*, (b) the national edition of *The*

New York Times and (c) another publication with local circulation in Clay County or Wichita County, Texas as soon as reasonably practicable after entry of this Order.

29. The Debtor shall also post the Sale Notice, the Bidding Procedures Order, the Stalking Horse Supplement (if and when applicable) on the Claims Agent Website: https://www.veritaglobal.net/shannon.

30. Service of the Sale Notice and publication of the Publication Notice as described in this Order conforms to the requirements of Bankruptcy Rules 2002(l) and 9008, and is reasonably calculated to provide notice to any affected party, including any Potential Bidder(s), and to afford the affected party the opportunity to exercise any rights affected by the Motion and the relief granted by this Order.

31. Service of the Sale Notice and publication of the Publication Notice as described above shall be good and sufficient notice of the Sale.

V. Assumption and Assignment Procedures

32. The procedures for the assumption and assignment of executory contracts and unexpired leases, as detailed in paragraphs 32 through 45 below (the "**Assumption and Assignment Procedures**"), are approved.

33. The form of Assumption and Assignment Notice is approved.

34. The Debtor shall file and serve the Assumption and Assignment Notice, substantially in the form attached as **Exhibit 4** to this Order, on or prior to the Assumption and Assignment Notice Deadline of **March 23, 2026 at 4:00 pm.** (prevailing Central time). The Assumption and Assignment Notice shall include a schedule of cure obligations (the "**Cure Schedule**") for the Potentially Assigned Agreements, and the Debtor shall serve such Assumption and Assignment Notice on each of the non-Debtor parties listed therein, and their counsel of

record, if known, by email, where available, or otherwise by first class mail at the notice address in the applicable lease or contract on the date the Assumption and Assignment Notice is filed with the Court. The Cure Schedule will include a description of each Potentially Assigned Agreement to be assumed and assigned by a potential buyer and the Cure Costs.

35. Any party that objects to the proposed assumption and assignment of Potentially Assigned Agreements and the proposed Cure Costs as provided in the Assumption and Assignment Notice must file and serve any such objection no later than the Sale Objection Deadline on **May 4, 2026, at 4:00 p.m.** (prevailing Central time).

36. The Debtor may supplement or revise the list of Potentially Assigned Agreements to (a) add previously omitted Potentially Assigned Agreements, (b) remove a Potentially Assigned Agreement, or (c) modify the previously stated Cure Cost associated with any Potentially Assigned Agreements. In the event of any such supplements or revisions, the Debtor may file and serve one or more supplemental notices (each, a "**Supplemental Assumption and Assignment Notice**") on the relevant counterparties.

37. Any party that objects to the proposed assumption and assignment of Potentially Assigned Agreements and the proposed Cure Costs as provided in a Supplemental Assumption and Assignment Notice must file and serve any such objection on the later of (a) the Sale Objection Deadline (as defined herein) on **May 4, 2026 at 4:00 p.m.** (prevailing Central time) or (b) fourteen (14) days following service of the Supplemental Assumption and Assignment Notice.

38. The notice to be provided and the method of service proposed herein constitute good, proper and adequate notice of potential assumption and assignment of the Potentially Assigned Agreements and related Cure Costs.

39. Service of the Assumption and Assignment Notice or any Supplemental Assumption and Assignment Notice as described above shall be good and sufficient notice of any proposed assumption and assignment of the Potentially Assigned Agreements.

40. The Debtor shall provide adequate assurance information with respect to the Successful Bidder, and the Backup Bidder to Consultation Parties and to those counterparties who request it from proposed counsel to the Debtor (Jarrod B. Martin (jbmartin@bradley.com), James Bailey (jbailey@bradley.com) and Michael K. Riordan (mriordan@bradley.com) by no later than one (1) business day following the conclusion of the Auction.

41. Unless a non-Debtor party to a Potentially Assigned Agreement has timely and properly filed and served an objection to the Cure Costs or the assumption and assignment of its Potentially Assigned Agreement, such non-Debtor counterparty shall (a) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to the Potentially Assigned Agreement, and the Debtor and the Successful Bidder shall be entitled to rely solely upon the Cure Costs set forth in the Cure Schedule; (b) be deemed to have consented to the assumption and assignment of such Potentially Assigned Agreement; and (c) be forever barred, estopped, and permanently enjoined from asserting or claiming against the Debtor, the Successful Bidder or their respective property that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Potentially Assigned Agreement or that there is any objection or defense to the assumption and assignment of such Potentially Assigned Agreement. In addition, the Cure Costs set forth in the Cure Schedule shall be binding upon the non-Debtor parties to the Potentially Assigned Agreements for all purposes in this chapter 11 case and will constitute a final determination of the Cure Costs required to be paid by the Debtor in connection with the assumption and assignment of the Potentially Assigned

Agreements.

42. If a non-Debtor counterparty to a Potentially Assigned Agreement timely and properly files an objection asserting a cure amount higher or different than the proposed Cure Costs (the "**Disputed Cure Costs**"), then (a) to the extent that the parties are able to consensually resolve the Disputed Cure Costs, the Cure Costs shall be as agreed between the parties, or (b) to the extent the parties are unable to consensually resolve the dispute, then such objection will be adjudicated at the Sale Hearing or at such other date and time as may be determined by the Debtor or fixed by the Court with no less than seven (7) days' notice to the affected counterparties. An adjourned dispute over Disputed Cure Costs may be resolved after the closing of the Sale in the Debtor's and Successful Bidder's discretion. Notwithstanding the foregoing, if an objection relates solely to Disputed Cure Costs, the applicable Potentially Assigned Agreement may be assumed by the Debtor and assigned to the Successful Bidder provided that the cure amount the non-Debtor counterparty asserts is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code (or such lower amount as agreed to by the non-Debtor counterparty) is deposited in a segregated account by the Debtor pending the Court's adjudication of the Disputed Cure Costs or the parties' consensual resolution of the dispute.

43. The inclusion of a Potentially Assigned Agreement on the Assumption and Assignment Notice will not (a) obligate the Debtor to assume any contract listed thereon nor the Successful Bidder to take assignment of such Potentially Assigned Agreement, or (b) constitute any admission or agreement of the Debtor that such Potentially Assigned Agreement is an executory contract.

44. At the Sale Hearing, the Debtor will seek Court approval of the assumption and assignment to the Successful Bidder of those Potentially Assigned Agreements that have been

selected by the Successful Bidder to be assumed and assigned. The Debtor and its estate reserve any and all rights with respect to any Potentially Assigned Agreements that are not ultimately selected for assumption and/or assignment.

45. Prior to the closing of the Sale, the Debtor may (with the consent of the Successful Bidder) amend the Assumption and Assignment Notice and may make a determination not to assume or assign any Potentially Assigned Agreements. In the event the Debtor files a Supplemental Assumption and Assignment Notice adding executory contracts or unexpired leases or modifying any Cure Costs on or after the Sale Hearing, the counterparties to the relevant Potentially Assigned Agreements shall have fourteen (14) days from the filing and service of any such amendment to object.

46. Compliance with the designation and notice requirements of these Assumption and Assignment Procedures shall be deemed to satisfy the Debtor's obligation to timely assume any unexpired lease of nonresidential property pursuant to section 365(d)(4) of the Bankruptcy Code.

VI. Additional Provisions.

47. The Prepetition Secured Parties are entitled to credit bid their claims to purchase the Assets.

48. Any substantial contribution claims by any bidder are deemed waived, to the extent based on such bidder's submission of a bid in accordance with the Bidding Procedures.

49. All Potential Bidders submitting a Qualified Bid are deemed to have submitted to the exclusive jurisdiction of this Court with respect to all matters related to the Auction and the terms and conditions of the Sale of the Assets.

50. Notwithstanding anything to the contrary herein, the entry of this Order and the

relief granted hereby is without prejudice to the rights of any party to object or respond to any proposed Sale or alternative transaction contemplated by any of the foregoing, and all such rights are reserved in all respects.

51. Notwithstanding anything to the contrary contained in the Motion or this Order, any payment to be made, obligation incurred, or relief or authorization granted hereunder shall not be inconsistent with, and shall be subject to and in compliance with, the requirements imposed on the Debtor under the terms of the Cash Collateral Orders, including compliance with any approved budget or cash flow forecast in connection therewith (and any permitted variances thereto) and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way any terms, provisions, requirements, or restrictions of any interim or final Cash Collateral Orders or any approved budget set forth therein.

52. Nothing herein is intended to modify, alter, or waive any terms, provisions, requirements, or restrictions of the relief granted in the Cash Collateral Orders.

53. Notice of the Motion, as provided therein, shall be deemed good and sufficient notice of such Motion under the circumstances and the requirements of Bankruptcy Rule 6004(a) and the Complex Case Procedures as satisfied by such notice.

54. In the event there is any conflict between this Order and the Bidding Procedures, the terms and conditions of the Bidding Procedures shall control and govern in all respects.

55. The Debtor is authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

56. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: February 18, 2026

Alfredo R Pérez
United States Bankruptcy Judge

Exhibit 1

Bidding Procedures

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]	

BIDDING PROCEDURES

On January 25, 2026, Shannon Wind, LLC (the "**Debtor**"), the debtor and debtor in possession in the above-captioned chapter 11 case filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court. [2]

On February [●], 2026, the Court entered the Bidding Procedures Order [ECF No. ●] pursuant to which the Court authorized the Debtor to solicit bids for and conduct the Auction for the Sale of all or substantially all of the Debtor's Assets, free and clear of all liens, claims, encumbrances, and other interests and in accordance with these Bidding Procedures.

These Bidding Procedures set forth the process through which a Potential Bidder may submit a Bid. This process is intended to obtain a Sale proposal that is in the best interests of the Debtor, its creditors, and its equity holders. The Bidding Procedures also contemplate a solicitation of restructuring proposals for a cash investment in return for equity in the reorganized Debtor pursuant to a confirmed plan, which shall be solicited on a parallel track, and on the timeline contemplated herein.

I. ASSETS TO BE AUCTIONED

The Debtor is seeking to sell all or substantially all of its Assets, or any portion thereof. These Assets include, but are not limited to, the Debtor's going-concern business, unexpired leases, executory contracts, equipment, inventory, supplies, intellectual property, insurance proceeds, prepaid expenses and deposits, and books and records.

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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 proposed 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 such terms in the Motion and/or the Bidding Procedures Order.

More specifically, the Debtor will entertain Qualified Bids (as defined herein) for a going concern sale of the Assets or a subset thereof, or in the form of a Restructuring Term Sheet, that provides for an appropriate cash infusion, in return for new equity in the reorganized Debtor.

The Debtor will prefer bids for all of the Assets from bidders submitting Qualified Bids but reserves the right to consider bids for less than all of the Assets to multiple bidders to the extent necessary to fulfill its fiduciary duties.

II. KEY DATES AND DEADLINES

Event or Deadline[3]	Date and Time (all in prevailing Central time)
Indication of Interest Deadline	March 12, 2026 at 4:00 p.m.
Assumption and Assignment Notice Deadline	March 23, 2026 at 4:00 p.m.
Stalking Horse Bids Deadline	April 15, 2026 at 4:00 p.m.
Stalking Horse Designation Deadline	April 30, 2026 at 4:00 p.m.
Sale Objection Deadline	May 4, 2026 at 4:00 p.m.
Qualified Bid Deadline	May 15, 2026 at 12:00 p.m.
Supplemental Assumption and Assignment Notice Deadline	Later of the Sale Objection Deadline or fourteen (14) days after service of a Supplemental Assumption and Assignment Notice
Auction (if necessary)	May 18, 2026 at 9:00 a.m.
Designation of Successful Bidder and Backup	Later of one (1) business day after the conclusion of the Auction or May 20, 2026
Supplemental Sale Objection Deadline	May 27, 2026 at 4:00 p.m.
Sale Hearing	June [●], 2026 at [●]:00 [●].m.
Sale Closing	No later than June 24, 2026

III. SUBMISSIONS TO THE DEBTOR AND CONSULTATION PARTIES

All submissions to the Debtor required or permitted to be made under these Bidding Procedures must be directed to each of the following persons or entities unless otherwise provided:

a. Debtor and its Advisors: Accordion, Attn: John Shepherd (John.Shepherd@accordion.com), 1920 McKinney Ave, Suite 950, Dallas, Texas 75201 and Nomura Greentech, Attn: Komu Kumar (ngtprojectbreeze@nomuragreentech.com), 309 West 49th Street, New York, New York 10019;

b. Debtor's Proposed Counsel: Bradley Arant Boult Cummings LLP, 600 Travis Street, Suite 5600, Houston, Texas 77002, Attn: Jarrod B. Martin

[3] As provided in the Bidding Procedures Order, these deadlines may be extended by the Debtor with the consent of the Prepetition Secured Parties and in consultation with the Consultation Parties.

(jbmartin@bradley.com), James Bailey (jbailey@bradley.com) and Michael K. Riordan (mriordan@bradley.com);

c. Counsel to the Prepetition Secured Parties: Willkie Farr & Gallagher LLP, Attn: Jennifer Hardy (jhardy2@willkie.com), 600 Travis Street, Suite 2100, Houston, TX 77002;

d. The U.S. Trustee: 515 Rusk St., Suite 3516, Houston, Texas 77002 (Attn: C. Ross Travis (c.ross.travis@usdoj.gov); and

e. Counsel to the Committee, if any is appointed.

Any Consultation Party, including any member of the Committee, who submits a Bid, including a credit bid, for any Assets in connection with these Bidding Procedures, or is a participant in any active Bid with respect to any Asset(s), shall immediately no longer be a Consultation Party with respect to the evaluation and qualification of competing Bids, or with respect to seeking and/or obtaining information about other Bids, unless and until such party unequivocally revokes its Bid in writing and waives its right to continue in the bidding process or further bid, but shall remain a Consultation Party for other purposes set forth in these Bidding Procedures; provided, further, that immediately upon any Consultation Party's secured debt (as applicable) being indefeasibly paid in full in cash, such Consultation Party shall immediately no longer be a Consultation Party under these Bidding Procedures.[4] Materials and information provided by the Debtor or its advisors to the advisors to any Consultation Party may be shared with such Consultation Party, subject in all respects to these Bidding Procedures, the Bidding Procedures Order, and the respective confidentiality agreement entered into by and among or otherwise agreed to between each such Consultation Party and the Debtor.

Subject to the terms herein, the Debtor shall consult with the Consultation Parties in good faith regarding the transactions contemplated herein, including evaluation of any and all Bids, selection of a Stalking Horse Bid (including the negotiation of Bid Protections), scheduling and operation of the Auction (if applicable), selection of a Successful Bid (as defined herein), negotiation of any purchase agreement, transition agreement or Restructuring Term Sheet, if applicable, as well as any modifications of these Bidding Procedures. Subject to the terms herein, the Debtor shall also provide to the Consultation Parties and their advisors regular reports concerning the transaction processes, including parties contacted, proposals received, and any due diligence requested by potential purchasers.

IV. DUE DILIGENCE

Only Potential Bidders that have executed confidentiality agreements with the Debtor and have provided evidence satisfactory to the Debtor (in the Debtor's discretion, after consultation

[4] If any Consultation Party submits a Bid or otherwise is a participant with respect to any active Bid, the other non-bidding members of such Consultation Party shall remain Consultation Parties; provided that such bidding Consultation Party shall be precluded from receiving or reviewing information or documentation not otherwise available to all Potential Bidders, and the other non-bidding members of such Consultation Party shall not share or otherwise discuss such information with the bidding members of such Consultation Party.

with the Consultation Parties) of their financial capacity to close any transaction shall be eligible to receive due diligence information, and additional non-public information regarding the Debtor and the Assets.

Upon execution of a valid confidentiality agreement and up to and including the Bid Deadline, the Debtor shall grant any Potential Bidder access to additional information allowing such Potential Bidder to conduct reasonable due diligence as necessary to enable such Potential Bidder to evaluate the Assets.

Neither the Debtor nor any of its representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets or the Debtor (a) to any person or entity who (i) is not a Potential Bidder, or (ii) does not comply with the participation requirements set forth above and (b) if and to the extent doing so would (i) violate any law to which the Debtor is subject, including any privacy law, (ii) result in the disclosure of any trade secrets of third parties in breach of any contract with such third party, (iii) violate any legally-binding obligation of the Debtor with respect to confidentiality, non-disclosure or privacy or (iv) jeopardize protections afforded to the Debtor under the attorney-client privilege or the attorney work product doctrine (provided that, in case of each of clauses (i) through (iv), the Debtor shall use commercially reasonable efforts to provide such access and information as can be provided (or otherwise convey such information regarding the applicable matter as can be conveyed) without violating such privilege, doctrine, contract, obligation, or law). Notwithstanding the foregoing, the Debtor reserves the right, in its sole discretion, to withhold or limit access to any information that the Debtor determines to be sensitive or otherwise not appropriate to disclose to any Potential Bidder.

The Debtor may terminate access to any non-public information in its reasonable discretion at any time, including if (1) a Potential Bidder fails to become a Qualified Bidder (as defined herein) or (2) these Bidding Procedures are terminated. The Potential Bidder shall return or destroy any non-public information the Debtor or its advisors provided to the Potential Bidder in accordance with the terms of the confidentiality agreement executed by the Debtor and the Potential Bidder.

The Debtor will work to accommodate all reasonable requests from any Potential Bidders for additional information and due diligence access.

All due diligence requests shall be directed to the Debtor's investment banker: Nomura Greentech at ngtprojectbreeze@nomuragreentech.com.

The due diligence period will end on the Qualified Bid Deadline and, subsequent to the Qualified Bid Deadline, the Debtor shall have no obligation to furnish any due diligence information. Additional due diligence will not be provided after the Qualified Bid Deadline, unless otherwise deemed appropriate by the Debtor. The Debtor and its representatives and advisors are not responsible for, and will bear no liability with respect to, any information obtained by any Potential Bidder in connection with the transaction processes contemplated herein.

V. INDICATION OF INTEREST

Any Potential Bidder that wishes to have access to further due diligence should submit a non-binding indication of interest (an "**Indication of Interest**") no later than **March 12, 2026 at 4:00 p.m.** (prevailing Central time).

Each Indication of Interest must include, except as the Debtor, after consultation with the Consultation Parties, otherwise determines, the following:

a. the identity of the Potential Bidder and the contact information of the specific person(s) whom the Debtor or its advisors should contact (including any equity holder or other financial backer if the Potential Bidder is an entity formed for the purpose of consummating the proposed transaction) in the event that the Debtor has any questions or wishes to discuss the Indication of Interest or any Bid submitted by the Potential Bidder;

b. detailed description of the Potential Bidder's organization and acquiring company and summary information on principal business, operational, and/or financial qualifications, and general capitalization, credit rating (if applicable), and liquidity of the entity;

c. overview of the Potential Bidder's recent transaction experience and experience owning and operating electric generation assets or other energy infrastructure assets and descriptions of the projects, including capacity, ownership, location, asset type and time period under ownership, operation or control of the Potential Bidder;

d. the purchase price to be paid for the Assets and forms of consideration the Potential Bidder intends to use to pay such purchase price, or the material terms of a Restructuring Term Sheet;

e. the Assets (including any specific executory contracts and unexpired leases) such Potential Bidder wishes to bid on and the liabilities and obligations (including any applicable cure costs) to be assumed by the Potential Bidder in the Sale;

f. the proposed terms of any stalking horse protections (collectively, "**Bid Protections**") such as a break-up fee, expense reimbursement, minimum bidding increments, or any other terms necessary for the Potential Bidder to serve as a Stalking Horse Bidder (as defined herein);

g. details of any regulatory, governmental, or other approvals required or conditions which need to be obtained or satisfied for the Potential Bidder to complete the proposed transaction; and

h. any other material terms or conditions (including all regulatory, corporate, antitrust, shareholder, or other approvals or consents) necessary to complete a Sale and any other facts or circumstances that might affect the timing or ability to consummate the proposed transaction, or which may otherwise be relevant.

VI. STALKING HORSE BIDDER

A Potential Bidder that desires to serve as the Stalking Horse Bidder must submit a Qualified Bid (as described below), that includes the proposed terms of any Bid Protections, to the Debtor's advisor: Nomura Greentech, Attn: Komu Kumar, 309 West 49th Street, New York, New York 10019 (ngtprojectbreeze@nomuragreentech.com) **no later than April 15, 2026 at 4:00 p.m.** (prevailing Central time) (the "**Stalking Horse Bid Deadline**").

Following the Stalking Horse Bid Deadline, the Debtor may, in consultation with the Consultation Parties, designate a stalking horse bidder (the "**Stalking Horse Bidder**"), whose Qualified Bid shall serve as the stalking horse bid (the "**Stalking Horse Bid**"), and enter into an agreement (the "**Stalking Horse Agreement**") in the form of (a) the purchase of substantially all of the Assets pursuant to section 363(f) of the Bankruptcy Code, or (b) a restructuring transaction that contemplates a cash investment from the Stalking Horse Bidder in return for equity in the reorganized Debtor pursuant to a confirmed plan in this chapter 11 case.

The Stalking Horse Bid shall set the floor for all Qualified Bids and, if designated as the Baseline Bid (as defined herein) following the receipt of all Qualified Bids, shall also be the opening bid at the Auction. Recognizing a Stalking Horse Bidder's expenditure of time, energy, and resources, and that a Stalking Horse Bid provides a floor bid with respect to the Assets or an alternative restructuring transaction, the Debtor will seek Court authority to provide any Stalking Horse Bidder with customary Bid Protections as may be agreed to between the Debtor and the Stalking Horse Bidder. The Debtor expressly reserves the right to seek entry of an order approving the Bid Protections on shortened notice.

The Debtor may select a party to serve as a Stalking Horse Bidder **no later than April 30, 2026 at 4:00 p.m.** (prevailing Central time) (the "**Stalking Horse Designation Deadline**"). In the event that the Debtor selects a party to serve as a Stalking Horse Bidder, upon such selection, the Debtor shall file the Stalking Horse Supplement and provide the Stalking Horse Notice Parties at least three (3) Business Days' notice to file an objection to the Stalking Horse Supplement.[5] If no timely objections are received, the Debtor may submit the proposed order relating to the Stalking Horse Supplement under certification of counsel. In the event that an objection is received, the Debtor shall request that the Court schedule a hearing on an emergency basis.

A Stalking Horse Agreement executed by the Stalking Horse Bidder and the Debtor and the transactions contemplated thereby will be deemed a Qualified Bid and Qualified Bidder (each, as defined herein). The Stalking Horse Bidder shall also agree to be a Backup Bidder. Any substantial contribution claims by any Potential Bidder are deemed waived.

VII. QUALIFIED BID DEADLINE

A Potential Bidder that desires to make a bid must transmit via email (in .pdf or similar format) or deliver written copies of its bid to the Debtor's advisor: Nomura Greentech, Attn: Komu Kumar, 309 West 49th Street, New York, New York 10019

[5] **"Business Day"** means any day other than a Saturday, Sunday, or public holiday on which commercial banks are open for general business in the State of Texas.

(ngtprojectbreeze@nomuragreentech.com) on or before **May 15, 2026, no later than 4:00 p.m.** (prevailing Central Time).

The Debtor may, in its reasonable judgment, and in consultation with the Consultation Parties, extend the Qualified Bid Deadline for all or certain Potential Bidders.

VIII. BID REQUIREMENTS

Other than in the case of (i) a bid submitted by a designated Stalking Horse Bidder or (ii) a credit bid submitted by the Prepetition Secured Parties, to be deemed a "**Qualifying Bid**," a bid must be received from a Qualified Bidder on or before the Qualified Bid Deadline and satisfy each of the following requirements, as determined by the Debtor in consultation with the Consultation Parties: (collectively, the "**Bid Requirements**"):

a. Each Bid must be accompanied by a letter or email:

(i) fully disclosing the identity of the Potential Bidder and providing the contact information of the specific person(s) whom the Debtor or its advisors should contact (including any equity holder or other financial backer if the Potential Bidder is an entity formed for the purpose of consummating the proposed Sale) in the event that the Debtor has any questions or wishes to discuss the Bid submitted by the Potential Bidder;

(ii) setting forth the purchase price to be paid by such Potential Bidder and forms of consideration the Potential Bidder intends to use to pay such purchase price, or the material terms of a Restructuring Term Sheet;

(iii) not propose payment in any form other than cash (except as otherwise expressly set forth in these Bidding Procedures);

(iv) stating with specificity the Assets (including any specific executory contracts and unexpired leases) such Potential Bidder wishes to bid on and the liabilities and obligations (including any applicable cure costs) to be assumed by the Potential Bidder in the Sale;

(v) allocating the portion of the Bid consideration attributable to each category of Assets being bid on, to the extent multiple Asset categories are contained in the Bid;

(vi) providing, other than as may be exclusively applicable to the Stalking Horse Bidder, if designated, that the Bid is not subject to any bidding fee, break-up fee, termination fee, transaction fee, expense reimbursement or any similar type of reimbursement, and including an express waiver of any substantial contribution administrative expense claim under Section 503(b) of the Bankruptcy Code related to bidding for the Assets; provided that, in the event a Stalking Horse Bidder is designated, all bids must provide consideration to the Debtor of at least

the sum of (1) the Stalking Horse Bid, (2) the amount of any Bid Protections, and (3) a reasonable minimum overbid amount equal to or greater than $500,000.00 or such other amount determined by the Debtor in consultation with the Consultation Parties ("**Incremental Overbid**") over the Baseline Bid;

(vii) agreeing that the Potential Bidder's offer is binding, unconditional, and irrevocable until three (3) Business Days after the closing of the Sale or confirmation of a plan to implement a Restructuring Term Sheet;

(viii) containing a commitment to close the contemplated transaction(s) no later than June 24, 2026 (the "**Closing Date**");

(ix) providing that such Bid is not subject to contingencies of any kind, including, without limitation, contingencies related to financing, internal approval, or due diligence;

(x) containing an acknowledgment that the Potential Bidder: (a) has had an opportunity to conduct, and has completed, any and all due diligence regarding the Assets deemed necessary by such Potential Bidder prior to making its offer; (b) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Assets in making its Bid; and (c) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in these Bidding Procedures and in the representations and warranties contained in any sale documents submitted as part of the Bid (as they may be modified before acceptance and execution by the Debtor) and disclaims reliance on any such written or oral statements, representations, promises, warranties, or guaranties; and (d) that the sale and purchase of the Assets, or any equity in the reorganized Debtor, will be on an as-is, where-is, basis with no warranty except as to title; and

(xi) providing that the Potential Bidder agrees to serve as the Backup Bidder if the Potential Bidder's Qualified Bid (as defined herein) is the Backup Bid through the closing of the proposed transaction;

b. be accompanied by (i) an executed agreement in form and substance reasonably satisfactory to the Debtor (after consulting with the Consultation Parties) (a "**Qualified Bid Agreement**"), and (ii) if a Stalking Horse Agreement has been entered into, or if the Debtor provides a form agreement, a redline of the executed Qualified Bid Agreement to reflect any proposed amendments and modifications to the Stalking Horse Agreement or the form agreement, as applicable, and the applicable schedules and exhibits;

c. be accompanied by adequate assurance of future performance information (the "**Adequate Assurance Information**"), which may include (i) information demonstrating (in the Debtor's reasonable business judgment after consulting with the Consultation Parties) that the Potential Bidder has the financial capacity to consummate the proposed Sale or purchase of the Debtor's equity, as applicable; (ii) evidence that the Potential Bidder has obtained authorization or approval from its board of directors (or comparable governing body) with respect to the submission of its Bid; (iii) evidence demonstrating that the Potential Bidder can demonstrate adequate assurance of its future performance under Potentially Assigned Agreements, which may include (a) audited and unaudited financial statements for the past three (3) years, including all supplements or amendments thereto; (b) tax returns; (c) bank account statements; (d) a description of the proposed business to be conducted at the premises; (e) the specific name of the proposed assignee/tenant, if not the Potential Bidder, and the proposed name under which the assignee intends to operate the Assets if not a current trade-name of the Debtor; (f) cash flow projections for the proposed assignee, (g) the proposed assignee's most recent business plan, and (h) any such additional information regarding the Potential Bidder as the Potential Bidder may elect to include. Should the Potential Bidder be a newly formed entity (a "**Newco**"), written evidence of adequate assurance of future performance should also include when such Newco was formed, how it will be financed, together with evidence of any financial commitments, and identify what credit enhancements, if any, will be available to guarantee the obligations under the any Potentially Assigned Agreements. By submitting a Bid, Potential Bidders agree that the Debtor may disseminate its Adequate Assurance Information to (i) affected counterparties to any Potentially Assigned Agreements potentially being assumed and assigned in connection with the proposed transaction; and (ii) the Consultation Parties in the event that the Debtor determine such bid to be a Qualified Bid (as defined herein); and

d. be accompanied by (i) a deposit in the form of a certified check or wire transfer, payable to the order of the Debtor, in the amount of ten percent (10%) of the cash consideration of the Bid, which funds will be deposited, prior to the Qualified Bid Deadline, into an escrow account to be identified and established by the Debtor (a "**Good Faith Deposit**"), and (ii) written evidence, documented to the Debtor's satisfaction, after consultation with the Consultation Parties, that demonstrates the Potential Bidder has available cash, a commitment for financing if selected as the Successful Bidder (as defined herein) (provided, however, that the closing of the proposed transaction shall not be contingent in any way on the Successful Bidder's financing) and such other evidence of ability to consummate the proposed transaction as the Debtor may request, including proof that such funding commitments or other financing are not subject to any internal approvals, syndication requirements, diligence or credit committee approvals (provided further that such commitments may have covenants and conditions acceptable to the Debtor). The Debtor reserves the right to increase the Good Faith Deposit for one or more Qualified Bidders (as

defined herein) in its sole discretion after consulting with the Consultation Parties, including by requiring Qualified Bidders to provide a Good Faith Deposit for any non-cash consideration based on such Qualified Bidder's estimate of the value of any such non-cash consideration. Notwithstanding the foregoing or anything contained herein to the contrary, a Good Faith Deposit shall not be required in connection with a credit bid, except to the extent necessary to satisfy the Bid Protections of any Stalking Horse Bidder.

Upon receipt of a Bid, the Debtor and its advisors will promptly share each document with the Consultation Parties that have not submitted a Bid and their respective advisors. The Debtor and its advisors, in consultation with those Consultation Parties that have not submitted a Bid, will review each Bid received from a Potential Bidder to determine whether it meets the requirements set forth above. A bid received from a Potential Bidder that is determined by the Debtor and its advisors, in consultation with the Consultation Parties, to meet the above requirements will be considered a "**Qualified Bid**" and each Potential Bidder that submits such a Qualified Bid will be considered a "**Qualified Bidder**." The Debtor shall inform Qualified Bidders that their Bids have been designated as Qualified Bids as soon as practicable after the Qualified Bid Deadline.

By submitting a Bid, each bidder is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of the Bidding Procedures and to refrain from submitting a Bid after conclusion of the Auction. The submission of a Bid shall constitute a binding and irrevocable offer (a) for the Successful Bidder (as defined herein), until consummation of the proposed transaction, (b) for the Backup Bidder, if any, as provided herein, and (c) for any bidder other than the Successful Bidder and Backup Bidder, until three (3) Business Days after entry of the Sale Order, or confirmation of a plan for any Successful Bid that is to acquire equity in the Debtor, and each Bid must include a written acknowledgement and representation to such effect.

A Qualified Bid will be valued by the Debtor based upon any and all factors that the Debtor deems pertinent in its reasonable business judgment (in consultation with the Consultation Parties), including, among others, (a) the amount and nature of the consideration, including any obligations to be assumed; (b) the executory contracts and unexpired leases of the Debtor, if any, for which assumption and assignment or rejection is required, and the costs and delay associated with any litigation concerning executory contracts and unexpired leases necessitated by such bid; (c) the number, type, and nature of any changes to the Stalking Horse Agreement or the Debtor's form of agreement, as applicable, requested by each Qualified Bidder; (d) the extent to which such modifications are likely to delay closing of the proposed transaction and the cost to the Debtor of such modifications or delay; (e) the likelihood of the Qualified Bidder being able to close the proposed transaction (including obtaining any required regulatory approvals) and the timing thereof; (f) the net benefit to the Debtor's estate (including after taking account of the Bid Protections); (g) the tax consequences of such Qualified Bid; and (h) any other factors that the Debtor, in consultation with the Consultation Parties, may reasonably deem relevant.

The Debtor, in its business judgment and in consultation with the Consultation Parties, reserves the right to reject any Bid if such Bid, among other things:

a. requires any indemnification of the Potential Bidder in any Qualified Bid Purchase Agreement submitted as part of the Bid;

b. is not received by the Qualified Bid Deadline;

c. does not comport with the Bid Requirements;

d. is subject to any contingencies (including representations, warranties, covenants and timing requirements) of any kind or any other conditions precedent to such party's obligation to acquire the relevant Assets; or

e. does not, in the Debtor's determination (after consultation with the Consultation Parties), include a fair and adequate price or the acceptance of which would not be in the best interests of the Debtor's estate or the competitive bidding at any Auction.

Any Bid rejected pursuant to the foregoing shall not be deemed to be a Qualified Bid; provided that the Debtor (in consultation with the Consultation Parties) has the right to work with the parties to any rejected Bid to cure any such defects. In the event that any Bid is so rejected, the Debtor shall cause the Good Faith Deposit of such Potential Bidder (including all accumulated interest thereon) to be refunded to it as soon as reasonably practicable, but no later than ten (10) Business Days after the Qualified Bid Deadline.

IX. THE AUCTION

If the Debtor receives more than one Qualified Bid (other than any Stalking Horse Bid), the Debtor, in consultation with the Consultation Parties, shall conduct the Auction to determine the Successful Bidder with respect to the Assets or the Debtor's equity pursuant to a confirmed plan. If the Debtor receives only one Qualified Bid by the Qualified Bid Deadline, the Debtor may, in its business judgment, determine to consummate a transaction with the Qualified Bidder without conducting an Auction.

As soon as practicable after the Debtor has determined the Qualified Bids, the Debtor will notify all Qualified Bidders and the Consultation Parties of the highest or otherwise best Qualified Bid for the Assets or the Debtor's equity pursuant to a confirmed plan, as determined in the Debtor's reasonable business judgment (after consultation with the Consultation Parties) (the "**Baseline Bid**"), and provide copies of the Bid Documents supporting the Baseline Bid to all Qualified Bidders and the Consultation Parties prior to the commencement of the Auction. If (i) a Stalking Horse Bid is selected and (ii) a Stalking Horse Supplement is approved, the Stalking Horse Bid shall be the Baseline Bid. The determination of which Qualified Bid constitutes the Baseline Bid and which Qualified Bid constitutes the Successful Bid shall take into account any factors the Debtor, in its reasonable business judgment, reasonably deems relevant to the value of the Qualified Bid to the Debtor's estate, including, among other things: (a) the amount and nature of the total consideration; (b) the likelihood of the Qualified Bidder's ability to close the proposed transaction, the conditions thereto, and the timing thereof; (c) the net economic effect of any changes to the value to be received by the Debtor's estate from the transactions contemplated by such Qualified Bid; and (d) the tax consequences of such Qualified Bid.

In the event the Debtor determines not to hold an Auction, no later than **May 17, 2026, at 12:00 p.m.** (prevailing Central time) the Debtor will file with the Court, serve on the Stalking

Horse Notice Parties and cause to be published on the Claims Agent Website, the Notice of Cancellation, containing the following information: (i) a statement that the Auction has been canceled, (ii) the identity of the Successful Bidder, (iii) a summary of the material terms of such Successful Bid, and (iv) the date, time and location of the Sale Hearing or plan confirmation hearing, as applicable.

The Auction, if required, shall take place on **May 18, 2026 at 9:00 a.m.** (prevailing Central time) at the offices of Bradley Arant Boult Cummings LLP in Houston, Texas (or at any other location or electronically as the Debtor may hereafter designate on proper notice), after providing notice to the Sale Notice Parties; provided, however, the Debtor shall have the right to hold the Auction remotely, including telephonically or by other electronic means (including, without limitation, video conferencing) as the Debtor may choose in its sole discretion. If held, the Auction proceedings will be transcribed and/or video recorded.

a. Participants and Attendees

Only Qualified Bidders are eligible to participate in the Auction, subject to other limitations as may be reasonably imposed by the Debtor in accordance with these Bidding Procedures. At least one (1) day prior to the Auction, each Qualified Bidder must inform the Debtor in writing whether it intends to participate in the Auction. Qualified Bidders participating in the Auction must appear at the Auction, as applicable, or through a duly authorized representative. Subject to the Auction procedures set forth in these Bidding Procedures, all Qualified Bidders and the Consultation Parties, any Stalking Horse Bidder, and their respective advisors are permitted to attend the Auction; provided that the Debtor may, in its sole discretion, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of or accompany each Qualified Bidder at the Auction. All other parties in interest will need written consent from the Debtor's counsel to attend the Auction. The Debtor may, in its sole and exclusive discretion, establish a reasonable limit to the number of representatives and/or professional advisors that may appear on behalf of or accompany each Qualified Bidder or permitted party in interest at the Auction.

Each Qualified Bidder participating in the Auction will be required to confirm in writing and on the record at the Auction, as applicable, that (i) it has not engaged in any collusion with respect to the Auction or the submission of any bid and (ii) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction is a binding, good-faith and bona fide offer to purchase the Debtor's Assets or equity on the terms provided in such Bids.

All Potential Bidders and Qualified Bidders (including any Stalking Horse Bidder, Successful Bidder, and Backup Bidder) shall be deemed to have (i) consented to the core jurisdiction of the Court to enter any order related to these Bidding Procedures, the Auction or, any other relief granted pursuant to the Bidding Procedures Order or the construction or enforcement of any agreement or any other document relating to any Sale or other reorganization transaction, (ii) waived any right to a jury trial in connection with any disputes relating to these Bidding Procedures, the Auction or the construction or enforcement of any agreement or any other document relating to any Sale or other reorganization transaction, and (iii) consented to the entry of a final order or judgment in connection with any disputes relating to these Bidding Procedures,

the Auction, the construction or enforcement of any agreement or any other document relating to any Sale or other reorganization transaction, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

b. Auction Procedures

At the commencement of the Auction, the Debtor will announce the bidding order which will start with the Baseline Bid. Unless otherwise provided in a Stalking Horse Bid and Stalking Horse Order, each overbid at the Auction will be no less than $500,000.00 cash (the "**Minimum Overbid**"). At its discretion, the Debtor can change or alter the bidding order, the amount of the Minimum Overbid, and otherwise conduct the Auction in a way that its reasonably believes will maximize value. The Auction will continue until a Successful Bidder and Backup Bidder are selected in accordance with these Bidding Procedures, and may take place over multiple sessions as determined by the Debtor. The Debtor reserves the right to modify such procedures in its business judgment (in consultation with the Consultation Parties), provided that such rules (i) are not materially inconsistent with the Bidding Procedures Order, these Bidding Procedures, the Bankruptcy Code, or any order of the Bankruptcy Court, and (ii) are disclosed to each Qualified Bidder during the Auction.

The Auction will be conducted by open bidding in the presence of all other Qualified Bidders and each Qualified Bidder shall have the right to be present for all rounds of open bidding and to submit additional bids and make modifications to its proposed agreement at the Auction to improve its bid. The Debtor may, in its business judgment, engage in discussions and negotiate with any and all Qualified Bidders participating in the Auction outside the presence of other Qualified Bidders before each round of bidding, including to improve or clarify the terms of bids made.

The Debtor shall have the right to determine, in its business judgment, which bid is the highest or otherwise best bid and, in accordance with the terms of these Bidding Procedures, reject, at any time, without liability (except for any requirement to pay any applicable Bid Protections under any Stalking Horse Agreement), any bid that the Debtor deems to be inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, these Bidding Procedures, any order of the Court, or the best interests of the Debtor and its estate.

c. Adjournment of the Auction

The Debtor reserves the right, in its reasonable business judgment (after consultation with the Consultation Parties), to adjourn the Auction one or more times to, among other things, (i) facilitate discussions between the Debtor and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtor with such additional evidence as the Debtor, in its reasonable business judgment after consultation with the Consultation Parties, may require, among other things, that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt or equity funding commitments to consummate the proposed transaction at the prevailing bid amount.

d. The Successful Bidder

Immediately prior to the conclusion of the Auction, the Debtor will (a) determine, consistent with these Bidding Procedures, which Qualified Bid constitutes the highest or otherwise best bid for the Assets or equity in the reorganized debtor (the "**Successful Bid**") and (b) notify all Qualified Bidders at the Auction of the identity of the bidder that submitted the Successful Bid for the Assets (the "**Successful Bidder**") and the amount of the purchase price or the material terms of a Restructuring Term Sheet and other material terms of the Successful Bid. As a condition to remaining the Successful Bidder, the Successful Bidder shall (i) within one (1) business day after the conclusion of the Auction, wire to the Debtor in immediately available funds the incremental amount of its deposit, if applicable, calculated based on the increased cash component of the purchase price of the Successful Bid at Auction (the "**Incremental Deposit Amount**", and together with the Good Faith Deposit, the "**Deposit**") and (ii) within two (2) Business Days after the conclusion of the Auction, submit to the Debtor fully executed documentation memorializing the terms of the Successful Bid.

Upon the later of one (1) Business Day after the conclusion of the Auction or **May 20, 2026**, the Debtor will file with the Court, serve on the Stalking Horse Notice Parties, and cause to be published on the Claims Agent Website, the Successful Bidder and Backup Bidder Designation, which will (a) identify the Successful Bidder and each Backup Bidder (as applicable), (b) summarize the material terms of such bids, and (c) set forth the date, time, and location of the Sale Hearing or plan confirmation hearing, as applicable.

For the avoidance of doubt, the Debtor's submission to the Bankruptcy Court for approval of a selected Qualified Bid as a Successful Bid does not constitute the Debtor's acceptance of such Bid. The Debtor will have accepted a Successful Bid only when such Successful Bid has been approved by the Bankruptcy Court at the Sale Hearing or plan confirmation hearing, as applicable.

X. BACKUP BIDDER

Notwithstanding anything in these Bidding Procedures to the contrary, if an Auction is conducted, the Debtor, in the exercise of its reasonable business judgment after consultation with the Consultation Parties, may select a Backup Bidder. Each Qualified Bidder shall agree and be deemed to agree to be the Backup Bidder if so designated. Any Stalking Horse Bidder shall agree to serve as a Backup Bidder.

Immediately prior to the conclusion of the Auction, the Debtor will (a) determine, in a manner consistent with these Bidding Procedures, which Qualified Bid is the Backup Bid for the Assets and (b) announce at the conclusion of the Auction the identity of the Backup Bidder, the amount of the Backup Bid purchase price, and other material terms of the Backup Bid. Within two (2) Business Days after the Auction, as a condition to remaining the Backup Bidder, any Backup Bidder shall (i) submit to the Debtor execution versions of the documentation memorializing the terms of the Backup Bid and (ii) wire to the Debtor, in immediately available funds, the Incremental Deposit Amount for the cash component of its Backup Bid at Auction, if applicable, calculated based on the increased cash component of the purchase price of the Backup Bid.

As a condition to remaining the Backup Bidder, the Backup Bidder shall (i) within one (1) business day after the conclusion of the Auction, wire to the Debtor in immediately available funds

the Incremental Deposit Amount, calculated based on the purchase price in the Backup Bid and (ii) within two (2) Business Days after the conclusion of the Auction, submit to the Debtor fully executed documentation memorializing the terms of the Backup Bid.

A Backup Bid will remain binding on a Backup Bidder until the earlier of (a) the first business day after the closing of a Sale with the Successful Bidder and (b) sixty (60) days after the Sale Hearing (the "**Backup Bid Expiration Date**"). If the Sale with the Successful Bidder is terminated prior to the Backup Bid Expiration Date, the Debtor may select the Backup Bidder as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes.

XI. RIGHT TO CREDIT BID

Any Qualified Bidder that has a valid and perfected lien on any Assets (a "**Secured Party**") shall be entitled to credit bid all or a portion of the face value of such Secured Party's claims against the Debtor toward the purchase price specified in such Secured Party's Bid; provided that, a Secured Party shall be entitled to credit bid its claim(s) only with respect to Assets that are subject to a valid and perfected lien in favor of such Secured Party as to such claim(s). For the avoidance of doubt, the Prepetition Secured Parties are entitled to credit bid their claims to purchase the Assets.

XII. RETURN OR FORFEITURE OF DEPOSIT

The Deposit of each Successful Bidder shall be applied to the purchase price at the closing of the Sale. The Deposits for each Qualified Bidder shall be held in one or more escrow accounts on terms acceptable to the Debtor in its sole discretion (after consultation with the Consultation Parties) and shall be returned on or before the date that is ten (10) Business Days after the Auction (other than with respect to the Successful Bidder and the Backup Bidder, as applicable). Any Stalking Horse Bidder's Deposit shall be held and returned in accordance with the terms of any Stalking Horse Agreement. Any Backup Bidder's Deposit shall be held in escrow until the occurrence of the Backup Bid Expiration Date. In the event the applicable Successful Bidder fails to close and the Debtor opts to close on the Sale set forth in the applicable Backup Bid, the Backup Bidder's Deposit shall be applied to the purchase price of such transaction at the closing of the Sale. In the event of a breach or failure to consummate a Sale by the Successful Bidder or the Backup Bidder, as applicable, the defaulting Successful Bidder's Deposit or Backup Bidder's Deposit, as applicable, shall be forfeited to the Debtor, and the Debtor specifically reserves the right to seek all available remedies against the defaulting Successful Bidder or Backup Bidder, as applicable, subject to the terms of the Successful Bidder's purchase agreement or the Backup Bidder's purchase agreement, as applicable.

XIII. SALE NOTICE

Within five (5) Business Days after entry of the Bidding Procedures Order, or as soon as reasonably practicable thereafter, the Debtor shall serve the Sale Notice on the Sale Notice Parties. As soon as reasonably practicable after entry of the Bidding Procedures Order, the Debtor shall (a) publish the Publication Notice, with any modifications necessary for ease of publication, in each of (i) the *Houston Chronicle*, (ii) the national edition of *The New York Times* and (iii) another

publication with local circulation in Clay County or Wichita County Texas, and (b) post the Sale Notice on the Debtor's Claims Agent Website.

XIV. SALE HEARING

Each Successful Bid (including any Backup Bid that is subsequently deemed a Successful Bid) will be subject to approval by the Court. The hearing to approve any Sale in accordance with these Bidding Procedures (except in the case of a Sale contemplated by a Backup Bid that subsequently is deemed a Successful Bid) shall take place on **June [●], 2026, at [●][●] p.m.** (prevailing Central time), or the soonest date the Court is available thereafter, before the Honorable Alfredo R. Pérez, at the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk, Courtroom 400, Houston, Texas 77002.

The Debtor may, in its business judgment (after consulting with the Successful Bidder(s) and the Consultation Parties), adjourn or reschedule the Sale Hearing with sufficient notice to the Sale Notice Parties, including by announcing such adjournment or rescheduling at the Auction or in Court on the date of the originally scheduled Sale Hearing.

At the Sale Hearing, the Debtor will seek entry of the Sale Order that, among other things: (i) authorizes and approves the Sale to the Successful Bidder(s) and/or the Backup Bidder(s) free and clear of all liens, claims, encumbrances, or other interests pursuant to section 363(f) of the Bankruptcy Code, (ii) includes a finding that the Successful Bidder is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code, and (iii) authorizes the assumption and assignment of executory contracts and unexpired leases to the Successful Bidder.

Objections to (i) the sale of any Assets free and clear of liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code to the Successful Bidder(s) and/or Backup Bidder(s), as applicable, (ii) any of the relief requested in the Motion, and (iii) entry of the Sale Order must (w) be in writing and specify the nature of such objection; (x) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all orders of the Court; (y) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (z) be filed with the Court and served so as to be actually received by proposed counsel to the Debtor, the Consultation Parties and the U.S. Trustee, **no later than 4:00 p.m. (prevailing Central time) on May 4, 2026** (the "**Sale Objection Deadline**").

Any objections to (i) the identity of the Successful Bidder or Backup Bid (other than any Stalking Horse Bid), (ii) adequacy of assurance of future performance of any Potentially Assigned Agreements, or (iii) the conduct of the Auction (each a "**Supplemental Sale Objection**") must (w) be in writing and specify the nature of such objection; (x) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all orders of the Court; (y) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (z) be filed with the Court and served so as to be actually received by proposed counsel to the Debtor, the Consultation Parties, and the U.S. Trustee, **no later than 4:00 p.m. (prevailing Central Time) on May 27, 2026** (the "**Supplemental Sale Objection Deadline**").

XV. RESERVATION OF RIGHTS AND MODIFICATIONS

The Debtor reserves the right to, in its business judgment, in a manner consistent with its fiduciary duties and applicable law, modify these Bidding Procedures (following consultation with the Consultation Parties), including to, among other things, (a) extend or waive deadlines or other terms and conditions set forth herein, (b) adopt new rules and procedures for conducting the bidding and Auction process, or (c) otherwise modify these Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets; provided that such extensions, waivers, new rules and procedures, accommodations and modifications (i) do not conflict with and are not inconsistent with the Bidding Procedures Order, these Bidding Procedures, the Bankruptcy Code or any order of the Court and (ii) are promptly communicated to each Qualified Bidder.

Notwithstanding any of the foregoing, the Debtor, in consultation with the Consultation Parties, reserves the right to modify these Bidding Procedures at or prior to the Auction, including, without limitation, to extend the deadlines set forth herein, modify bidding increments, waive terms and conditions set forth herein with respect to any or all Potential Bidders (including, without limitation, the Bid Requirements), impose additional terms and conditions with respect to any or all potential bidders, adjourn or cancel the Auction at or prior to the Auction, and/or adjourn the Sale Hearing; provided that, the Debtor may not amend these Bidding Procedures or the Bidding Process to reduce or otherwise modify its obligations to consult with any Consultation Party without the consent of such Consultation Party or further order of the Court.

The Debtor shall consult with the Consultation Parties as explicitly provided for in these Bidding Procedures; provided that, the Debtor shall not be required to consult with any Consultation Party (or its advisors) regarding any particular issue, selection, or determination if the Debtor determines in good faith on advice of counsel that such consultation would be inconsistent with the exercise of its fiduciary duties.

Each reference in these Bidding Procedures to "consultation" (or similar phrase) with the Consultation Parties shall mean consultation in good faith.

XVI. FIDUCIARY DISCRETION

Nothing in these Bidding Procedures will require the board of directors, board of managers, or such similar governing body of the Debtor to take any action, or to refrain from taking any action (including, but not limited to, with respect to the Bidding Procedures or the Sale), to the extent such board of directors, board of managers, or such similar governing body determines in good faith (upon consultation with outside financial advisors and legal counsel) that taking such action, or refraining from taking such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

XVII. ASSUMPTION AND ASSIGNMENT PROCEDURES.

The Debtor will provide all notices regarding the proposed assumption and assignment of executory contracts and unexpired leases in accordance with the Assumption and Assignment Procedures.

Exhibit 2

Sale Notice

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

In re: SHANNON WIND, LLC, Debtor.[1]	Chapter 11 Case No. 26-90124 (ARP)

NOTICE OF BIDDING PROCEDURES ORDER AND PROPOSED SALE

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE DESCRIBES A PROPOSED SALE OF ASSETS PURSUANT TO THE BANKRUPTCY CODE AND RELATED PROCEDURES. THE PROPOSED SALE MAY AFFECT YOUR RIGHTS. ANY PARTY WISHING TO OBJECT OR OTHERWISE BE HEARD MUST DO SO IN ACCORDANCE WITH THE DEADLINES AND PROCEDURES SET FORTH HEREIN, OR SUCH PARTY MAY BE BARRED FROM ASSERTING ITS RIGHTS.

PLEASE TAKE NOTICE OF THE FOLLOWING:

On January 25, 2026, Shannon Wind, LLC (the "**Debtor**"), the debtor and debtor in possession in the above-captioned chapter 11 case, filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court.[2]

On February [●], 2026, the Debtor filed a motion [ECF No. ●] (the "**Motion**") in the bankruptcy case to approve the sale of substantially all assets of the Debtor (the "**Assets**") free and 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.

On February [●], 2026, the Court entered an order [ECF No. ●] (the "**Bidding Procedures Order**") pursuant to which the Court authorized the Debtor to solicit bids and conduct the Auction for the Sale of the Assets in accordance with the Bidding Procedures.

The Bidding Procedures set forth the process through which a Potential Bidder may submit a Bid to, among other things, purchase, acquire, and take assignment and delivery of the Assets and assume certain liabilities of the Debtor. This process is intended to obtain a Sale proposal that is in the best interests of the Debtor, its creditors, and all stakeholders. The Bidding Procedures also contemplate a solicitation of restructuring proposals for a cash investment in return for equity

[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] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion and/or the Bidding Procedures Order.

in the reorganized Debtor pursuant to a confirmed plan, which shall be solicited on a parallel track, and on the timeline contemplated herein.

All interested parties should carefully read the Bidding Procedures Order and the Bidding Procedures. Copies of the Bidding Procedures Order and the Bidding Procedures are available upon request to the Debtor's claims and noticing agent, Verita, at 800-492-2626, and are available for download at https://veritaglobal.net/shannon. A separate notice will be provided to counterparties to executory contracts and unexpired leases with the Debtor that may be assumed and assigned in connection with the Sale.

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

PLEASE TAKE FURTHER NOTICE OF THE FOLLOWING INFORMATION AND IMPORTANT DEADLINES IN CONNECTION WITH THE SALE, WHICH DATES AND DEADLINES SUPERSEDE ANY DATES AND DEADLINES SET FORTH IN THE MOTION PREVIOUSLY FILED AND SERVED BY THE DEBTOR.

The deadline to submit a Qualified Bid for any Assets is **May 15, 2026 at 4:00 p.m. (prevailing Central time)**.

Objections to (i) the sale of any Assets free and clear of liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code to the Successful Bidder(s) and/or Backup Bidder(s), as applicable, (ii) any of the relief requested in the Motion, and (iii) entry of the Sale Order (the "**Sale Objections**") must be in writing, state the basis of such objection with specificity, and be filed with this Court and served so as to be received by proposed counsel to the Debtor, Bradley Arant Boult Cummings LLP, 600 Travis, Suite 5600, Houston, Texas 77002 (Attn: Jarrod B. Martin (jbmartin@bradley.com), Michael K. Riordan (mriordan@bradley.com), and James B. Bailey (jbailey@bradley.com), no later than **4:00 p.m. (prevailing Central time) on May 4, 2026** (the "**Sale Objection Deadline**").

Should the Successful Bid be a Sale transaction to be approved at the Sale Hearing, any objections relating to (i) the identity of the Successful Bidder or Backup Bid (other than any Stalking Horse Bid), (ii) adequacy of assurance of future performance of any Potentially Assigned Agreements, or (iii) the conduct of the Auction (the "**Supplemental Sale Objections**") must be in writing, state the basis of such objection with specificity, and be filed with this Court and served so as to be received by proposed counsel to the Debtor (listed above) no later than **4:00 p.m. (prevailing Central time) on May 27, 2026** (the "**Supplemental Sale Objection Deadline**").

An auction for the Assets, unless cancelled or adjourned in accordance with the Bidding Procedures Order, will be held on **May 18, 2026 at 9:00 a.m. (prevailing Central time)**, at the offices of Bradley Arant Boult Cummings LLP, in Houston, Texas.

Unless adjourned in accordance with the Bidding Procedures Order, the Bankruptcy Court will conduct a hearing (the "**Sale Hearing**") to consider the Sale on **June [●], 2026 at [●] [●] .m.**

(prevailing Central time) unless adjourned by the Debtor consistent with the Bid Procedures Order.

IF A SALE OBJECTION IS NOT FILED AND SERVED ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER, 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.

Exhibit 3

Publication Notice

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. ●] (the "**Motion**") in the bankruptcy case to approve the sale of substantially all assets of the Debtor (the "**Assets**") free and 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 ●, 2026 at ___(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 4

Assumption and Assignment Notice

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 POTENTIAL ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

PLEASE READ THIS NOTICE CAREFULLY. YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE A COUNTERPARTY TO A CONTRACT OR LEASE WITH THE DEBTOR AND YOUR RIGHTS MAY BE AFFECTED BY THE TRANSACTIONS DESCRIBED HEREIN.

PLEASE TAKE NOTICE OF THE FOLLOWING:

On January 25, 2026, Shannon Wind, LLC (the "**Debtor**"), the debtor and debtor in possession in the above-captioned chapter 11 case, filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court.[2]

On February [●], 2026, the Debtor filed a motion [ECF No. ●] (the "**Motion**") in the bankruptcy case to approve the sale of substantially all assets of the Debtor (the "**Assets**") free and 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.

On February [●], 2026, the Court entered an order [ECF No. ●] (the "**Bidding Procedures Order**") pursuant to which the Court authorized the Debtor to solicit bids and conduct the Auction for the Sale of the Assets in accordance with the Bidding Procedures.

Pursuant to the Bidding Procedures and the Bidding Procedures Order, the Debtor may potentially assume and assign to the Successful Bidder one or more of those executory contracts and unexpired leases listed on **Schedule A** annexed hereto (collectively, the "**Potentially Assigned**

[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 (the "**Claims Agent Website**").

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion and/or the Bidding Procedures Order.

Agreements" and each, a "**Potentially Assigned Agreement**"), pursuant to section 365 of the Bankruptcy Code.

The Debtor has indicated on **Schedule A** annexed hereto the cure amounts, if any that the Debtor believes must be paid to cure any prepetition defaults and pay all amounts accrued under the Potentially Assigned Agreements (in each instance, the "**Cure Cost**").

Any party seeking to object to the validity of the Cure Cost as determined by the Debtor or otherwise assert that any other amounts, defaults, conditions or pecuniary losses must be cured or satisfied under any of the Potentially Assigned Agreements in order for such contract or lease to be assumed and assigned, must file an objection (the "**Contract Objection**") that (a) is in writing, (b) sets forth the specific monetary amount the objector asserts to be due, and the specific types of the alleged defaults, pecuniary losses, accrued amounts and conditions to assignment and the support therefor, (c) is filed with the Clerk of the Bankruptcy Court and (d) is served on proposed counsel to the Debtor: Bradley Arant Boult Cummings LLP, 600 Travis Street, Suite 5600, Houston, Texas 77002, Attn: Jarrod B. Martin (jbmartin@bradley.com), James Bailey (jbailey@bradley.com) and Michael K. Riordan (mriordan@bradley.com) by no later than **4:00 p.m. (prevailing Central time) on May 4, 2026** (the "**Contract Objection Deadline**").

Upon the later of one business day of the conclusion of the Auction or **May 20, 2026**, the Debtor shall file a notice identifying the Successful Bidder and any Backup Bidder with the Bankruptcy Court and serve such notice as provided in the Bidding Procedures Order. The deadline for objecting to the assignment of the Potentially Assigned Agreements to such Successful Bidder on the basis of adequate assurance of future performance ("**Adequate Assurance Objection**") shall be **May 27, 2026 at 4:00** (prevailing Central time) (the "**Adequate Assurance Objection Deadline**").

Unless adjourned in accordance with the Bidding Procedures Order, the Bankruptcy Court will conduct a hearing (the "**Sale Hearing**") to consider the Sale and proposed assumption and assignment of Potentially Assigned Agreements to the Successful Bidder on **June [●], 2026 at [●] [●].m.** (prevailing Central time).

UNLESS A CONTRACT OBJECTION IS TIMELY AND PROPERLY FILED AND SERVED BEFORE THE CONTRACT OBJECTION DEADLINE OR AN ADEQUATE ASSURANCE OBJECTION IS TIMELY RAISED BEFORE THE ADEQUATE ASSURANCE OBJECTION DEADLINE, THE NON-DEBTOR PARTY TO A POTENTIALLY ASSIGNED AGREEMENT SHALL (A) BE FOREVER BARRED FROM OBJECTING TO THE CURE COST AND FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH POTENTIALLY ASSIGNED AGREEMENT, AND THE DEBTOR AND THE SUCCESSFUL BIDDER(S) SHALL BE ENTITLED TO RELY SOLELY UPON THE CURE COST; (B) BE DEEMED TO HAVE CONSENTED TO ANY ASSUMPTION AND ASSIGNMENT OF SUCH POTENTIALLY ASSIGNED AGREEMENT; AND (C) BE FOREVER BARRED AND ESTOPPED FROM ASSERTING OR CLAIMING AGAINST THE DEBTOR OR THE SUCCESSFUL BIDDER(S) THAT ANY ADDITIONAL AMOUNTS ARE DUE OR OTHER DEFAULTS EXIST, THAT CONDITIONS TO ASSIGNMENT MUST BE SATISFIED UNDER SUCH

POTENTIALLY ASSIGNED AGREEMENT OR THAT THERE IS ANY OBJECTION OR DEFENSE TO THE ASSUMPTION AND ASSIGNMENT OF SUCH POTENTIALLY ASSIGNED AGREEMENT.

IN ADDITION, THE PROPOSED CURE COST SET FORTH IN SCHEDULE A HERETO SHALL BE BINDING UPON THE NON-DEBTOR PARTIES TO THE POTENTIALLY ASSIGNED AGREEMENTS FOR ALL PURPOSES IN THIS CHAPTER 11 CASE AND WILL CONSTITUTE A FINAL DETERMINATION OF THE CURE COST REQUIRED TO BE PAID BY THE DEBTOR IN CONNECTION WITH ANY ASSUMPTION OR ASSIGNMENT OF THE POTENTIALLY ASSIGNED AGREEMENTS

Where a non-Debtor counterparty to a Potentially Assigned Agreement timely and properly files an objection asserting a cure cost higher or different than the proposed Cure Cost, (the "**Disputed Cure Cost**"), then (a) the cure cost shall be as agreed between the parties or (b) to the extent the parties are unable to consensually resolve the dispute, then such objection will be adjudicated at the Sale Hearing or at such other date and time as may be determined by the Debtor or fixed by the Court with no less than seven (7) days' notice to the affected counterparties. An adjourned dispute over Disputed Cure Costs may be resolved after the closing of the Sale in the Debtor's and Successful Bidder's discretion. Notwithstanding the foregoing, if an objection relates solely to a Disputed Cure Cost, the applicable Potentially Assigned Agreement may be assumed by the Debtor and assigned to the Successful Bidder provided that the cure amount the non-Debtor counterparty asserts is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code (or such lower amount as agreed to by the non-Debtor counterparty) is deposited in a segregated account by the Debtor pending the Court's adjudication of the Disputed Cure Cost or the parties' consensual resolution of the Disputed Cure Cost.

If you agree with the Cure Cost indicated on **Schedule A**, and otherwise do not object to the Debtor's assignment of your lease or contract, you need not take any further action.

The Debtor's decision to assume and assign the Potentially Assigned Agreements is subject to Bankruptcy Court approval and consummation of the sale of the Assets.

Inclusion of any document on the list of Potentially Assigned Agreements shall not constitute or be deemed to be a determination or admission by the Debtor or the Successful Bidder(s) 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.

The Debtor and/or the Successful Bidder reserve the right, in their sole discretion, at any time prior to the closing of the Sale, to amend, modify, supplement, or delete any executory contract or unexpired lease from the list of contracts proposed to be assumed and assigned, notwithstanding the service of this notice or the inclusion of such contract or lease in this notice or any prior notice or filing.

A Contract Objection shall not constitute an objection to the relief generally requested in the Motion to approve the sale of the Assets free and 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. Parties wishing to otherwise object to the relief requested in Motion or the Sale must file and serve a separate objection (a "**Sale Objection**"), stating with particularity such party's grounds for objection, on proposed counsel for the Debtor listed above no later than **May 4, 2026 at 4:00 p.m.** (prevailing Central time) **(**the "**Sale Objection Deadline**").

IF A SALE OBJECTION IS NOT FILED AND SERVED ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER, 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.

Schedule A

LEASES

Landlord Name / Address	Address of Subject Property	Cure Cost

EXECUTORY CONTRACTS

Counterparty Name / Address	Description of Contract	Cure Cost

United States Bankruptcy Court
Southern District of Texas
ENTERED
April 22, 2026
Nathan Ochsner, Clerk

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

In re:	)	Chapter 11
SHANNON WIND, LLC,	)	Case No. 26-90124 (ARP)
Debtor.[1]	)	

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

Upon the motion (the "**Motion**")[2] of the above-captioned debtor and debtor in possession (the "**Debtor**") for entry of an order (this "**Order**") (a) conditionally approving the adequacy of the Disclosure Statement, (b) approving the Solicitation Procedures and Solicitation Packages, (c) scheduling a hearing to consider approval of the Disclosure Statement and confirmation of the Plan (the "**Combined Hearing**") and approving the form and manner of notice thereof, (d) establishing procedures for objecting to approval of the Disclosure Statement and confirmation of the Plan, (e) approving the form, manner, and sufficiency of notice of the Combined Hearing, and (f) granting related relief, all as more fully set forth in the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated

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

[2] Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion or the Combined Plan and Disclosure Statement, as applicable.

EXHIBIT
4

May 24, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1408; and this Court having found that the relief requested in the Motion is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and this Court having found that the Debtor's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein any hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Combined Hearing, at which the Court will consider, among other things, final approval of the adequacy of the Disclosure Statement and confirmation of the Plan, shall be held on **June 3, 2026, at 9:00 a.m., prevailing Central Time**. Any objections to final approval of the Disclosure Statement or confirmation of the Plan must be filed on or before **May 27, 2026 at 4:00 p.m., prevailing Central Time**.

2. The Combined Hearing may be adjourned from time to time without further notice other than by noting the adjournment in the hearing agenda for the Combined Hearing or an announcement of the adjourned date or dates in open court or at the Combined Hearing.

3. The Disclosure Statement is conditionally approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and the Debtor is

authorized to distribute the Disclosure Statement and Solicitation Packages to solicit votes on, and pursue confirmation of, the Plan. To the extent not withdrawn, settled, or otherwise resolved, any objections to the conditional approval of the Disclosure Statement are hereby overruled.

4. The Debtor is authorized to make non-material changes to the Combined Disclosure Statement and Plan, and related documents (including any exhibits, annexes, and appendices thereto and exhibits to this Order) before distributing Solicitation Packages to each creditor, interest holder, or other party in interest in accordance with the terms of this Order without further order of the Court, including changes to correct typographical, clerical, and grammatical errors, and to make conforming changes among the Combined Disclosure Statement and Plan, and related documents (including any exhibits, annexes, and appendices thereto).

5. Any objections to final approval of the Disclosure Statement or confirmation of the Plan must: (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (c) state the legal and factual basis for and nature of any objection; (d) conform to the applicable Bankruptcy Rules and Bankruptcy Local Rules; and (e) be filed with the Court, together with proof of service. In addition to being filed with the Court, any such responses or objections ("**Objections**") must be served on the following parties so as to be received on or before **May 27, 2026 at 4:00 p.m. (prevailing Central Time)**, on the following parties (collectively, the "**Notice Parties**"):

a. counsel for the Debtor, Attn: Jarrod Martin (jbmartin@bradley.com), Michael Riordan (mriordan@bradley.com) and James Bailey (jbailey@bradley.com);

b. counsel to Citibank, N.A. and Citigroup Energy, Inc, Willkie Farr & Gallagher LLP, Attn: Jennifer Hardy (jhardy2@willkie.com); and

c. the U.S. Trustee, Attn: C. Ross Travis (C.Ross.Travis@usdoj.gov) and Andrew Jimenez (Andrew.Jimenez@usdoj.gov).

Any Objections not timely filed and served in the manner set forth above may, in the Court's discretion, not be considered and may be overruled.

6. The notice of the Combined Hearing, substantially in the form attached hereto as **Exhibit A** (the "**Combined Hearing Notice**"), is approved and shall be deemed good and sufficient notice of the Combined Hearing and no further notice need be given; *provided*, that, any provision of Bankruptcy Rule 3017(d) requiring the Debtor to distribute the Combined Disclosure Statement and Plan to Non-Voting Holders, because they are unimpaired under the Plan, or any parties in interest other than as prescribed in this Order, shall be waived. The Debtor shall cause the Claims Agent to complete service upon (a) all known Holders of Claims against and Interests in the Debtor and (b) all Notice Parties, in each case, as of the Voting Record Date, as described in the Motion, with a copy of the Combined Hearing Notice no later than five (5) days following entry of this Order, or as soon as reasonably practicable thereafter.

7. The Publication Notice, substantially in the form attached hereto as **Exhibit B**, is approved. The Debtor is authorized, but not directed, in its discretion, pursuant to Bankruptcy Rule 2002(l), to give supplemental publication notice of the Combined Hearing as soon as practicable after entry of the Order, on one occasion in (a) the *Houston Chronicle*, (b) the national edition of *The New York Times* and (c) another publication with local circulation in Clay County or Wichita County, Texas, or in any other trade or other publications that the Debtor deems prudent in its sole discretion, as well as post the Publication Notice on the Debtor's case website at https://www.veritaglobal.net/shannon/ (the "**Case Website**").

8. The following dates and deadlines are hereby established, subject to modification, with respect to the Solicitation Procedures and for objecting to the final approval of the Disclosure

Statement and confirmation of the Plan, in each case as discussed further in this Order or the Motion. Cause exists to shorten the deadlines set forth by Bankruptcy Rule 2002(b).

Event and Deadlines	Date and Time (all in prevailing Central Time)
Voting Record Date	April 24, 2026
Publication Deadline	As soon as practicable after entry of the Order
Claim or Interest Objection for Voting Purposes	May 13, 2026
Deadline to File and Serve Cure Notice	May 13, 2026
Solicitation Deadline	April 29, 2026
Plan Supplement Deadline	May 20, 2026
Deadline for Motion to Temporarily Allow Claim or Interest for Voting Under Bankruptcy Rule 3018	May 27, 2026 at 4:00 p.m.
Voting Deadline	May 27, 2026 at 4:00 p.m.
Objection Deadline	May 27, 2026 at 4:00 p.m.
Deadline to File Voting Report	June 1, 2026
Combined Hearing	June 3, 2026 at 9:00 a.m.

9. The Voting Record Date and the Voting Deadline are approved. The Voting Record Date shall be **April 24, 2026** for determining (a) the Holders of Claims and Interests that are entitled to vote to accept or reject the Plan and/or make the Third-Party Release Opt-Out Election and (b) whether Claims have been properly transferred pursuant to Bankruptcy Rule 3001(e) such that the assignee thereof can vote as the Holder of such Voting Claim or receive a Notice of Non-Voting Status as the Holder of such a Non-Voting Claim. Holders of Claims filed after, or

assignees to whom Claims have purportedly been transferred subsequent to, the Voting Record Date shall not be entitled to vote and/or make the Third-Party Release Opt-Out Election.

10. The Ballots substantially in the forms attached hereto as **Exhibit D** and **Exhibit E** are approved.

11. No later than **April 29, 2026** (the "**Solicitation Deadline**"), the Debtor, with the assistance of the Claims Agent, shall distribute the Solicitation Packages, the forms of each of which are approved, to the Holders of Claims and Interests, as of the Voting Record Date, in Class 3 (Prepetition Secured Obligations Claims), Class 4 (General Unsecured Claims), Class 5 (510(b) Claims), and Class 6 (Existing Equity Interests) (such classes, the "**Voting Classes**") who (a) hold Claims or Interests that were scheduled by the Debtor and/or (b) filed a Proof of Claim or proof of Interest on or before the Voting Record Date. The Debtor is authorized to distribute, with the assistance of the Claims Agent, the Solicitation Packages via first-class U.S. mail, overnight mail, or next day business service (using the mailing address maintained by the Debtor as of the Voting Record Date) and in electronic format (via email or otherwise) consistent with the terms of the Solicitation Procedures to all Holders of Claims and/or Interests entitled to vote on the Plan on or before the Solicitation Deadline.

12. The Debtor is further authorized, but not directed, in its discretion, to distribute the Solicitation Packages in an electronic format, such as a USB flash drive, instead of paper format.[3] If a party who receives a Solicitation Package electronically prefers a paper copy format, the party may request paper copies from the Claims Agent free of charge by (a) visiting the Debtor's Case

[3] The elements of the Solicitation Package to be included in electronic format on the USB flash drive shall be (i) the Combined Disclosure Statement and Plan with any exhibits thereto and (ii) the Order (without exhibits). The remaining contents of the Solicitation Package, including, but not limited to, the Combined Hearing Notice and appropriate form of Ballot (with postage prepaid, preaddressed business reply envelope), shall be provided in paper format. In the event such an electronic format is used, only the contents of the Solicitation Packages consisting of the (i) Ballot (with prepaid, preaddressed business reply envelope), and (ii) Combined Hearing Notice will be delivered in paper format to Holders of Claims in the Voting Classes eligible to vote on the Plan.

Website at https://www.veritaglobal.net/shannon/, (b) calling the Debtor's restructuring hotline at (866) 967-1781 (U.S./Canada) or +1 (310) 751-2681 (International), or (c) by contacting the Claims Agent via email at shannonwindinfo@veritaglobal.com (with "Shannon Wind Solicitation Inquiry" in the subject line). The Plan and Disclosure Statement are also available free of charge on the Debtor's Case Website at https://www.veritaglobal.net/shannon/.

13. For purposes of serving the Solicitation Package, the Claims Agent is authorized to rely on the address information maintained by the Debtor and provided to the Claims Agent as of the Voting Record Date. The Debtor is not required to mail Solicitation Packages to creditors (a) who have Claims that have already been paid in full during the Chapter 11 Case or (b), subject to paragraph 14 of this Order, whose prior mailings in these Chapter 11 Cases were returned as undeliverable and who have not provided a new forwarding address by the Voting Record Date.

14. After the initial distribution of the Solicitation Packages and solicitation-related notices, the Debtor may, in its discretion, direct the Claims Agent to make supplemental mailings of notices or Solicitation Packages, including in the event that: (a) notices are returned as undeliverable via electronic mail and (b) additional potential claimants become known as the result of the mailing process for the Solicitation Packages and solicitation-related notices. Further, after the initial distribution of the Solicitation Packages and solicitation-related notices, the Debtor and the Claims Agent will use commercially reasonable efforts to (x) make supplemental mailings of notices or packages in the event that notices are returned by the post office with forwarding addresses as soon as reasonably practicable following receipt of the undeliverable mail and up to ten (10) days in advance of the Voting Deadline; and (y) in the case that distributions of the Solicitation Packages via electronic mail were returned as undeliverable, mail a notice to such entity's last known mailing address as soon as reasonably practicable and up to ten (10) days in

advance of the Voting Deadline. This paragraph is without limitation to the Debtor's and Claims Agent's right to make supplemental mailings of the Solicitation Packages in these and similar circumstances.

15. The Debtor shall also serve or cause the Claims Agent to serve the Solicitation Package, minus a Ballot, on the Notice Parties, including the U.S. Trustee and all parties that request or are required to receive notice pursuant to Bankruptcy Rule 2002 and the Local Rules.[4]

16. The Notice of Non-Voting Status, and for the avoidance of doubt, the Third-Party Release Opt-Out Form contained within, substantially in the form attached hereto as **Exhibit F**, is approved. On or before the Solicitation Deadline, the Debtor shall cause the Claims Agent to mail a copy of the Notice of Non-Voting Status to the Non-Voting Holders in Classes 1 and 2 whose Claims are scheduled by the Debtor and/or (b) who have filed a Proof of Claim or proof of Interest on or before the Voting Record Date.

17. If, on or before the Voting Deadline, any Holder (a) receives a Ballot and (x) does not return such Ballot to the Claims Agent on or before the Voting Deadline or (y) returns such Ballot and does not indicate an intent to opt out of the releases provided in Article XIII of the Plan on or before the Voting Deadline or (b) receives a Notice of Non-Voting Status and (x) does not return the Third-Party Release Opt-Out Form to the Claims Agent on or before the Voting Deadline or (y) returns such Third-Party Release Opt-Out Form and does not indicate an intent to opt out of granting the releases provided in Article XIII of the Plan, such Holder will be deemed to have consented to the release provisions set forth in Article XIII of the Plan.

18. Notwithstanding anything herein to the contrary, any Holder entitled to vote on the Plan that (a) has more than one Claim or Interest in the same Voting Class based upon different

[4] For sake of clarity, Ballots will be served on any Notice Parties or other parties that have requested or are required to receive notice that are Holders of Claims or Interests.

transactions or (b) has scheduled, filed, or purchased duplicate Claims, shall be entitled to one vote on account of such Claims or Interests, consistent with the vote tabulation procedures set forth herein.

19. Where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim may be (a) treated as a single creditor for purposes of the numerosity requirements in section 1126(c) of the Bankruptcy Code, and (b) required to vote every portion of such Claim collectively to accept or reject the Plan. In the event that (x) a Ballot, (y) a group of Ballots within a Voting Class received from a single creditor, or (z) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots may not be counted in the Debtor's discretion.

20. With respect to transfers of Claims filed pursuant to Bankruptcy Rule 3001(e), the transferee shall be entitled to receive a Solicitation Package and, if the Holder of such Claim is otherwise entitled to vote with respect to the Plan, cast a Ballot on account of such claim only if: (a) all actions necessary to transfer such claim are completed by the Voting Record Date or (b) the transferee files, by the Voting Record Date, (i) all documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote or election on the Plan made by the Holder of such Claim as of the Voting Record Date.

21. The Debtor and the Claims Agent shall make reasonable efforts to ensure that any holder of a Claim that has filed duplicative Claims against the Debtor that are classified under the Plan in the same Voting Class is entitled to only vote once on account of such Claim and with respect to that Class. For the avoidance of doubt, the Debtor is authorized to exclude Ballots from

the final tabulation to the extent that they are submitted on account of duplicative claims regardless of whether the Debtor has objected to such duplicate Claims.

22. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class may be aggregated and treated as if such creditor held one Claim in such Class, in which case all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided*, *however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity may be counted separately as a vote to accept or reject the Plan. Any party in interest may contest any such aggregation of multiple Claims at the Combined Hearing.

23. The Claims Agent shall retain all paper copies of Ballots and all solicitation correspondence for one (1) year following the Effective Date, whereupon the Claims Agent is authorized to destroy and/or otherwise dispose of all paper copies of Ballots; printed solicitation materials including unused copies of the Solicitation Package; and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Debtor or the Clerk of the Court in writing within such one (1) year period.

24. All Ballots and Third-Party Release Opt-Out Forms must be properly executed, completed, and returned so that they are ***actually received*** by the Claims Agent on or before the Voting Deadline of **May 27, 2026 at 4:00 p.m. (prevailing Central Time)**. The Debtor is authorized to extend the Voting Deadline and will include notice of any extension in any Voting Report tabulating the Ballots and votes received that is filed with the Court.

25. In addition to accepting hard-copy Ballots and Third-Party Release Opt-Out Forms via first class mail, overnight courier, and hand delivery, the Claims Agent is authorized to accept

completed Ballots and Third-Party Release Opt-Out Forms submitted via the E-Ballot Portal, maintained by the Claims Agent at https://www.veritaglobal.net/shannon/. Holders entitled to vote and authorized to do so may submit and/or upload their completed electronic Ballots and/or Third-Party Release Opt-Out Forms through the E-Ballot Portal. Instructions for electronic, online submission of Ballots and Third-Party Release Opt-Out Forms are set forth in the Ballots and the Notice of Non-Voting Status. The encrypted data and audit trail created by such electronic submission shall become part of the record of any Ballot or Third-Party Release Opt-Out Forms submitted in this manner and the Holder's signature contained therein shall be immediately legally valid and effective.

26. The Debtor and the Claims Agent, as applicable, are authorized to determine all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots, which determination, absent a contrary ruling by the Court, will be final and binding.

27. The Claims Agent is authorized to contact parties who submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies, provided that, neither the Debtor nor the Claims Agent is required to contact such parties to provide notification of defects or irregularities with respect to completion or delivery of Ballots, nor shall any of them incur any liability for failure to provide such notification.

28. Any Class that contains Claims entitled to vote but for which no votes are returned shall be deemed to have accepted the Plan.

29. The amount of any Holder's Claim or Interest for tabulating votes shall be:

a. The amount of the Claim or Interest listed in the Debtor's Schedules; provided that (i) such Claim or Interest is not scheduled as contingent, unliquidated, undetermined, disputed, or in the amount of $0.00, provided, further, however, that if a Claim for which no Proof of Claim has been

timely filed is listed on the Schedules as contingent, unliquidated, or disputed, or if no Claim amount is specified, such Claim shall be disallowed for voting purposes only; provided, further, that, if the applicable Bar Date has not yet passed such Claim will be entitled to vote in the amount of $1.00, (ii) no Proof of Claim relating to that Claim or proof of Interest has been timely filed by the applicable Bar Date (or otherwise deemed timely filed under applicable law), (iii) such Claim has not been satisfied by the Debtor, or (iv) such Claim has not been resolved pursuant to a stipulation or other agreement between the Debtor and the Holder or an order entered by the Court.

b. The undisputed, non-contingent, unpaid, and liquidated amount specified in a Proof of Claim or proof of Interest against the Debtor, timely filed with the Court or the Claims Agent by the applicable Bar Date (or otherwise deemed timely filed by the Court under applicable law) to the extent such Proof of Claim or proof of Interest has not been amended or superseded by another Proof of Claim or proof of Interest and is not the subject of an objection filed by **May 13, 2026** (or, if such Claim or Interest has been resolved pursuant to a stipulation or other agreement between the Debtor and the claimant or an order entered by the Court, the amount set forth in such stipulation or order).

c. If applicable, the amount temporarily allowed by the Court for voting purposes pursuant to motion under Bankruptcy Rule 3018 filed on or before **May 27, 2026 at 4:00 p.m. (prevailing Central Time)**.

d. Except as otherwise provided in subsection (c) of this paragraph, with respect to a Ballot cast by an alleged Creditor who has timely filed a Proof of Claim, but the Claim is the subject of a claim objection filed by **May 13, 2026**, in accordance with Bankruptcy Rule 3018(a), the Ballot shall not be counted for voting purposes.

e. Notwithstanding subsection (d) of this paragraph and except as otherwise provided in subsection (c) hereof, if the Debtor has requested that a Claim or Interest be reclassified, estimated, and/or allowed in a fixed, reduced amount pursuant to a claim or interest objection or estimation proceeding with respect to such Claim or Interest, the Ballot of the Holder of such Claim or Interest shall be counted in the reduced amount requested by the Debtor and/or in the requested classification. After the Voting Deadline, no Ballot may be withdrawn or amended without the written consent of the Debtor, with the grant of such consent, absent a contrary order of the Court, being a matter of the Debtor's sole discretion.

f. For the avoidance of doubt, a Holder will only be entitled to vote on account of a Claim arising from the rejection of an Executory Contract or Unexpired Lease if the Claim is filed by the Voting Record Date.

g. Any Claim asserted by a party arising from or related to a contingent or unliquidated cause of action shall be treated solely for voting purposes as in Voting Class 4 and deemed to be $1.00, unless otherwise ordered by the Court subject to subparagraph c above.

30. The procedures used for the tabulation of votes to accept or reject the Plan and Third-Party Release Opt-Out Elections as set forth in this Order and included in the Ballots and Third-Party Release Opt-Out Forms, including authorization for the Debtor to accept electronic Ballots and Third-Party Release Opt-Out Forms that are electronically signed and submitted by Holders in the Voting Classes or Non-Voting Classes, as applicable, voting and/or making the Third-Party Release Opt-Out Elections through the Claims Agent's online balloting portal (which allows a Holder to submit an electronic signature), are hereby approved.

31. Any party that wishes to challenge the allowance or amount of its Claim or Interest solely for voting purposes shall serve on counsel to the Debtor and file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim or Interest in a different amount or classification for purposes of voting to accept or reject the Plan on or before **May 27, 2026 at 4:00 p.m. (prevailing Central Time)**. Any Ballot submitted by a Holder of a Claim or Interest that files a motion pursuant to Bankruptcy Rule 3018(a) shall be counted solely in accordance with the tabulation and other provisions of this Order unless and until the underlying Claim or Interest is temporarily allowed by the Court for voting purposes in a different amount, after notice and a hearing, which for the avoidance of doubt may be the Combined Hearing.

32. The Claims Agent shall file its Voting Report with the Court on or before **June 1, 2026**. The Debtor shall cause the Voting Report to be served upon all parties that have requested notice in the Chapter 11 Case and posted on the Case Website maintained by the Claims Agent as soon as the Voting Report is filed.

33. With respect to all Executory Contracts and Unexpired Leases to which the Debtor is a party that were not previously identified in the Assumption and Assignment Notice or any Supplemental Assumption and Assignment Notice under the Bidding Procedures Order, the Debtor shall file the Plan Assumed Contracts List, setting forth the Cure Amount, if any, for each Executory Contract and Unexpired Lease to be assumed or assumed and assigned, and serve the Cure Notice on each applicable counterparty on or before **May 13, 2026**. The form of Cure Notice, substantially in the form attached hereto in **Exhibit C**, is approved. The Debtor shall cause the Claims Agent to serve the Cure Notice on counterparties to Executory Contracts and Unexpired Leases to be assumed or assumed and assigned pursuant to Article XI of the Plan no later than **May 13, 2026**. The notice procedures relating to the Plan Assumed Contract List and Cure Notice as set forth herein and within the Plan constitute good and sufficient notice to counterparties to Executory Contracts and Unexpired Leases to be assumed or assumed and assigned pursuant to Article XI of the Plan, and no other or further notice shall be necessary.

34. The notice procedures set forth herein constitute good and sufficient notice of the Combined Hearing and the deadline and procedures for objecting to confirmation of the Plan, and no other or further notice shall be necessary.

35. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

36. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and Local Rules are satisfied by such notice.

37. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

38. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

39. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: April 22, 2026

Alfredo R Pérez
United States Bankruptcy Judge

EXHIBIT A

Combined Hearing Notice

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

In re:	)	Chapter 11
SHANNON WIND, LLC,	)	Case No. 26-90124 (ARP)
Debtor.[1]	)	

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:

By order dated **[●]**, 2026 [Docket No. **[●]**] (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 *Combined Disclosure Statement and Chapter 11 Plan* [Docket No. **[●]**] (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**").

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 you may participate at the hearing either by an audio or video connection. Audio communication will be by use of the Court's dial-in facility. You may access the facility at **(832) 917-1510**. Once connected, you will be asked to enter the conference room

[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.

number. Judge Pérez's conference room number is **282694**. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Pérez's home page. The meeting code is "JudgePerez". Click the settings icon in the upper right corner and enter your name under the personal information setting. **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**.

Critical Information Regarding Voting on the Plan

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.**

Critical Information Regarding Releases

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 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.

Please be advised that Article XIII of the Plan contains the following release, exculpation and injunction provisions:[3]

Section 13.2 ("Releases by the Debtor") of the Plan provides for releases by the Debtor:

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtor will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release, to the maximum extent permitted by law, to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Debtor) and their respective assets and properties (the "Debtor Release") from any and all claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtor, including, without limitation, (i) the Chapter 11 Case, this Combined Disclosure Statement and Plan, the Definitive Documents, the New Equity Transaction, the Sale Transaction, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (iii) the business or contractual arrangements between the Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of this Combined Disclosure Statement and Plan, the Plan Supplement, the Definitive Documents, any Sale Documents, any New Equity Documents, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Case; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtor or the Reorganized Debtor; (vii) any actions taken against the Debtor or any of its Affiliates prior to the Effective Date to recover on any Claim against the Debtor or any Equity Interest in the Debtor; and/or (viii) the confirmation or consummation of this Plan or the solicitation of votes on this Plan, in each case, that the Debtor would have been legally entitled to assert (whether individually, collectively, or on behalf of any Holder of a Claim or Equity Interest) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, the Debtor, its Estate or the Reorganized Debtor (whether

[3] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs.

directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (x) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party; and/or (y) the rights of the Debtor, Reorganized Debtor, Wind Down Debtor, or Plan Administrator to enforce this Plan, any New Equity Documents, any Sale Documents, and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or any Restructuring Transactions or assumed pursuant to this Plan or any Sale Transaction or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Section 13.2 shall or shall be deemed to prohibit the Debtor, Reorganized Debtor, Wind Down Debtor, or Plan Administrator from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non- compete obligation owed to the Debtor or the Reorganized Debtor. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (1) any obligations arising on or after the Effective Date of any party or Entity under the Plan, any Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth herein; and (2) all Retained Causes of Action set forth in the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtor and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after consideration of the likelihood of success of any Claims released by the Debtor; and (6) a bar to any of the Debtor, its Estate, the Reorganized Debtor, the Wind Down Debtor, or the Plan Administrator from asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release.

Section 13.3 ("Third-Party Releases") of the Plan provides for a third-party release by the Non-Debtor Releasing Parties:

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of

which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor above, each Non-Debtor Releasing Party, on behalf of itself and any other Persons that might seek to claim under or through such Non-Debtor Releasing Party, including any Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, and agents, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third-Party Release") from any and all Claims, Interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to the Debtor, including, without limitation, (i) the Chapter 11 Case, this Combined Disclosure Statement and Plan, the Definitive Documents, the New Equity Transaction, the Sale Transaction, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (iii) the business or contractual arrangements between the Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of this Combined Disclosure Statement and Plan, the Plan Supplement, the Definitive Documents, any Sale Documents, any New Equity Documents, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Case; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtor or the Reorganized Debtor; (vii) any actions taken against the Debtor or any of its Affiliates prior to the Effective Date to recover on any Claim against the Debtor or any Equity Interest in the Debtor; and/or (viii) the confirmation or consummation of this Plan or the solicitation of votes on this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, that the foregoing provisions of this Third-Party Release shall not operate to waive or release: (x) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party; and/or (y) the rights of such Non-Debtor Releasing Party to enforce this Plan, any Sale Documents, any New Equity Documents, and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or any Sale Transaction or assumed pursuant to this Plan or any Sale Transaction or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (1) any obligations arising on or after the Effective Date of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth herein; or (2) any retained Causes of Action, including, without limitation, as set forth on the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtor and its Estate; (5) fair, equitable, and reasonable; (6) given and made after consideration of the likelihood of success of any Claims released pursuant to the Third-Party Release and after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

For the avoidance of doubt, neither the Third-Party Release nor any other provision of this Section 13.3 shall apply to any Person or Entity that makes the Third-Party Release Opt-Out Election.

Section 13.4 ("Exculpation") of the Plan provides as follows:

Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third-Party Release, and except as otherwise specifically provided in the Plan, the Exculpated Party shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to: the administration of the Chapter 11 Case, commencement of the Chapter 11 Case, pursuit of confirmation and consummation of the Plan, making distributions under the Plan, the Disclosure Statement, the New Equity Transaction, the Sale Transaction, the Sale Process, the Sale Order, or the solicitation of votes for, or confirmation of, this Plan; the occurrence of the Effective Date; the administration of this Plan or the property to be distributed under this Plan; the issuance of securities under or in connection with this Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtor; or the transactions or documentation in furtherance of any of the foregoing; or any other postpetition, pre-Effective Date act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtor, the approval of the Disclosure Statement or confirmation or consummation of this Plan; provided, however, that the foregoing provisions of this Exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other

agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel, to the extent otherwise permitted under applicable non-bankruptcy law, concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing Exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Section 13.4 shall or shall be deemed to prohibit the Debtor, the Reorganized Debtor, or the Plan Administrator from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtor or the Reorganized Debtor, in each case unless otherwise expressly provided for in this Plan. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Party from liability.

Section 13.5 ("Injunction") of the Plan provides as follows:

Except as otherwise provided herein or for obligations issued pursuant hereto, all Persons or Entities that have held, hold, or may hold (i) Claims or Interests in or against the Debtor, its property, or the Estate, or (ii) any claims or Causes of Action that have been settled, released, discharged, or are subject to Exculpation pursuant to Article XIII., are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party or the property or Estate of the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estate of the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action unless such Holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any Claims, Interests, claims, or Causes of Action released, discharged, exculpated, or settled pursuant to the Plan.

Article I of the Plan contains the following definitions:

"***Exculpated Party***" means the Debtor, to the maximum extent permitted by law.

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

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

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

Additional Information

Obtaining Solicitation Materials. The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received a flash drive), free of charge, please feel free to contact the Debtor's Claims Agent, 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; (ii) via email at shannonwindinfo@veritaglobal.com (with "Shannon Wind Solicitation Inquiry" in the subject line) or (iii) by calling the Debtor's restructuring hotline at (866) 967-1781 (U.S./Canada) or +1 (310) 751-2681 (International). Parties will also be able to download a copy of the Solicitation

Materials for no charge at https://www.veritaglobal.net/shannon. You may also obtain copies of any pleadings filed in this Chapter 11 Case by visiting the Court's website at https://ecf.txsb.uscourts.gov in accordance with the procedures and fees set forth therein.

Cure Notices and the Plan Supplement. With respect to all Executory Contracts and Unexpired Leases to which the Debtor is a party that were not previously identified in the Assumption and Assignment Notice or any Supplemental Assumption and Assignment Notice under the Bidding Procedures Order, the Debtor shall file the Plan Assumed Contracts List, setting forth the Cure Amount, if any, for each Executory Contract and Unexpired Lease to be assumed or assumed and assigned pursuant to Section XI of the Plan, on or before **May 13, 2026**, and serve such Plan Assumed Contracts List on each applicable counterparty. **Any party to an Executory Contract or Unexpired Lease to which a Debtor is a counterparty that fails to object to the applicable Cure Amount listed on the Plan Assumed Contracts List within fourteen (14) calendar days from the filing thereof, shall be forever barred, estopped and enjoined from disputing the Cure Amount set forth on the Plan Assumed Contracts List (including a Cure Amount of $0.00) and/or from asserting any Claim against the applicable Debtor or Reorganized Debtor arising under section 365(b)(1) of the Bankruptcy Code except as set forth on the Plan Assumed Contracts List.**

If, prior to the Effective Date, the Debtor identifies additional Executory Contracts and Unexpired Leases to which the Debtor is a counterparty that might be assumed or assumed and assigned by the Debtor pursuant to the Plan, the Debtor will promptly file a supplemental Assumed Contracts List ("**Supplemental Plan Assumed Contracts List**") and serve such Supplemental Assumed Contracts List on each applicable counterparty. Each applicable counterparty shall have fourteen (14) calendar days from the filing thereof to object to the applicable Cure Amount set forth on the Supplemental Assumed Contracts List.

The Debtor will file the Plan Supplement (as defined in the Plan) and will serve notice on all holders of Claims entitled to vote on the Plan, which will: (i) inform parties that the Debtor filed the Plan Supplement; (ii) list the information contained in the Plan Supplement; and (iii) explain how parties may obtain copies of the Plan Supplement.

Additional Information. If you have any questions, please 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 additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

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EXHIBIT B
Publication Notice

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

In re:	)	Chapter 11
SHANNON WIND, LLC,	)	Case No. 26-90124 (ARP)
Debtor.[1]	)	

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 **[●]**, 2026 [Docket No. **[●]**] (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 *Combined Disclosure Statement and Chapter 11 Plan* [Docket No. **[●]**] (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**

[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.

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.

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.

EXHIBIT C

Cure Notice

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

In re:	)	Chapter 11
SHANNON WIND, LLC,	)	Case No. 26-90124 (ARP)
Debtor.[1]	)	

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

PLEASE TAKE NOTICE THAT on April [●], 2026, the debtor and debtor-in-possession (the "**Debtor**") in the above-captioned case filed the *Debtor's Emergency Motion for Entry of an 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 and Final Approval of the Disclosure Statement, (V) Approving the Form, Manner, and Sufficiency of Notice of the Combined Hearing, and (VI) Granting Related Relief* [Docket No. [●] (the "**Motion**") with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Court**"), and on April [●], 2026, the Court entered an order granting the relief requested in the Motion [Docket No. __] (the "**Order**"). In accordance with the Order, the Debtor will seek confirmation of its proposed plan embodied in the *Combined Disclosure Statement and Chapter 11 Plan* (as amended, modified, or supplemented from time to time, the "**Plan**")[2] and assumption or assumption and assignment of certain Executory Contracts and Unexpired Leases.

PLEASE TAKE FURTHER NOTICE THAT the Debtor filed the *Plan Assumed Contracts List* [Docket No. [●] (the "**Plan Assumed Contracts List**") with the Court on May [●], 2026, as contemplated under the Plan. The Debtor's determination to assume or assume and assign the agreements identified on the Plan Assumed Contracts List is subject to revision.

PLEASE TAKE FURTHER NOTICE THAT YOU ARE RECEIVING THIS NOTICE BECAUSE THE DEBTOR'S RECORDS REFLECT THAT YOU ARE A PARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT WILL BE ASSUMED OR ASSUMED AND ASSIGNED PURSUANT TO THE PLAN. THEREFORE, YOU ARE

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

[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.

ADVISED TO REVIEW CAREFULLY THE INFORMATION CONTAINED IN THIS NOTICE AND THE RELATED PROVISIONS OF THE PLAN, INCLUDING THE PLAN ASSUMED CONTRACTS LIST.

PLEASE TAKE FURTHER NOTICE THAT, as set forth in the Plan Assumed Contracts List, the Debtor is proposing to assume or assume and assign the Executory Contract(s) and Unexpired Lease(s) listed in the attached **Exhibit 1** to which you may be a party:[3]

PLEASE TAKE FURTHER NOTICE THAT section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtor has conducted a thorough review of its books and records and has determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s), which amounts are listed in **Exhibit A**. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Debtor believes that there is no cure amount outstanding for such contract or lease.

PLEASE TAKE FURTHER NOTICE THAT absent any pending dispute (each, a "**Cure Dispute**"), the monetary amounts required to cure any existing defaults arising under the Executory Contract(s) and Unexpired Lease(s) identified in **Exhibit 1** will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by the Debtor in full in Cash either (i) on the Effective Date or as soon as reasonably practicable thereafter, or (ii) in the event of a Cure Dispute, shall be made following the entry of a Final Order resolving such Cure Dispute and approving the assumption or assumption and assignment, or as otherwise provided in the Plan.

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Order, the Court scheduled a hearing on **June 3, 2026 at 9:00 a.m. (prevailing Central Time)** (the "**Combined Hearing**") before the Honorable Judge Pérez, United States Bankruptcy Judge, in Courtroom 400 of the United States Bankruptcy Court, 515 Rusk Street, Houston, Texas 77002, at which the Court will consider, among other things, confirmation of the Plan and the assumption or assumption and assignment of the Executory Contracts and Unexpired Leases.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to assumption or assumption and assignment of an Executory Contract or Unexpired Lease as contemplated in the Plan Supplement, including with respect to the proposed cure amount, if any (each, a "**Contract Objection**"), is **May 27, 2026 at 4:00 p.m. (prevailing Central Time)** (the "**Contract Objection Deadline**"). Any Contract Objection *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; and (d) be filed, together with proof of service,

[3] Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption Schedule, nor anything contained in the Plan or Debtor's schedules of assets and liabilities, shall constitute an admission by the Debtor that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption, that any Reorganized Debtor has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Debtor expressly reserves the right to (i) remove any Executory Contract or Unexpired Lease from the Assumption Schedule and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the Effective Date and (ii) contest any Claim (or cure amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

with the Court, and served so that they are actually received by the following parties on or before the Contract 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).

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan (other than a Contract Objection) is **May 27, 2026 at 4:00 p.m. (prevailing Central Time)** (the "**Plan Objection Deadline**"). Any objection to the Plan *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 Plan 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).

PLEASE TAKE FURTHER NOTICE THAT any objections to the Plan in connection with the assumption or assumption and assignment of the Executory Contract(s) and Unexpired Lease(s) identified in **Exhibit 1** and/or related cure or adequate assurances proposed in connection with the Plan that remain unresolved as of the Combined Hearing will be heard at the Combined Hearing (or such other date as fixed by the Court or noticed by the Debtor). **Any counterparty to an Executory Contract or Unexpired Lease that fails to object to the applicable Cure Amount listed on the Plan Assumed Contracts List by the Contract Objection Deadline, shall be forever barred, estopped and enjoined from disputing the Cure Amount set forth on the Plan Assumed Contracts List (including a Cure Amount of $0.00) and/or from asserting any Claim against the Debtor, the Wind Down Debtor, the Reorganized Debtor, the Plan Administrator, or the Liquidation Trust arising under section 365(b)(1) of the Bankruptcy Code except as set forth on the Plan Assumed Contracts List.**

PLEASE TAKE FURTHER NOTICE THAT ANY ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OR PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY RELATED DEFAULTS, ARISING UNDER ANY ASSUMED OR ASSUMED AND ASSIGNED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE THE DEBTOR ASSUMES OR ASSUMES AND ASSIGNS SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED OR ASSUMED AND ASSIGNED

SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you may obtain a copy free of charge on the Claims Agent Website maintained by the Debtor's claims agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global ("**Verita**" or the "**Claims Agent**") at **https://www.veritaglobal.net/shannon.** Copies of the Combined Disclosure Statement and Plan are also available: (i) for a fee, on the Court's website**, https://ecf.txsb.uscourts.gov** (a PACER account is required); or (ii) at the Debtor's expense, upon request to the Claims Agent via telephone at (866) 967-1781 (U.S./Canada) or +1 (310) 751-2681 (International) or via email at shannonwindinfo@veritaglobal.com.

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.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE CLAIMS AGENT.

[*Remainder of Page Intentionally Left Blank*]

EXHIBIT D

Form of Class 3 / 4 / 5 Ballot

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

In re:	)	Chapter 11
SHANNON WIND, LLC,	)	Case No. 26-90124 (ARP)
Debtor.[1]	)	

BALLOT FOR [CLASS 3 - PREPETITION SECURED OBLIGATIONS CLAIMS / CLASS 4 - GENERAL UNSECURED CLAIMS / CLASS 5 - 510(B) CLAIMS] FOR ACCEPTING OR REJECTING THE CHAPTER 11 PLAN OF SHANNON WIND, LLC

TO BE COUNTED, YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE CLAIMS AGENT BY NO LATER THAN MAY 27, 2026 AT 4:00 P.M. (prevailing Central Time).

VOTING ON THE PLAN AND THE OPT-OUT ELECTION ARE LOCATED IN ITEMS 2 AND 3 ON PAGES 3–5

This ballot (the "**Ballot**") is being submitted to you by the debtor and debtor in possession in the above-captioned case (collectively, the "**Debtor**") to solicit your vote to accept or reject the plan (as amended, modified or supplemented from time to time, the "**Plan**") embodied within the *Combined Disclosure Statement and Chapter 11 Plan* [Docket No. ●] ("**Combined Disclosure Statement and Plan**"). The Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") entered an order conditionally approving the disclosure statement (as amended, modified, or supplemented from time to time, the "**Disclosure Statement**")[2] embodied in the Combined Disclosure Statement and Plan. The Disclosure Statement describes the Plan and provides information to assist you in deciding how to vote your Ballot. The Bankruptcy Court's conditional approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have the Combined Disclosure Statement and Plan, you may obtain a copy free of charge on the Debtor's restructuring webpage maintained by the Debtor's claims agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global ("**Verita**" or the "**Claims Agent**") at https://www.veritaglobal.net/shannon.

[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] 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.

Copies of the Combined Disclosure Statement and Plan are also available: (i) for a fee, on the Court's website, https://ecf.txsb.uscourts.gov (a PACER account is required); or, at the Debtor's expense, (ii) upon request to the Claims Agent via telephone at: (866) 967-1781 (U.S./Canada) or +1 (310) 751-2681 (International), or via email at shannonwindinfo@veritaglobal.com (with subject line "Shannon Wind Solicitation Inquiry").

IMPORTANT

You should review the Combined Disclosure Statement and Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your Claim has been placed in Class [3 / 4 / 5] under the Plan for voting purposes.

If your Ballot is not actually received by the Claims Agent on or before May 27, 2026 at 4:00 p.m. (prevailing Central Time) (the "Voting Deadline"), and such deadline is not extended in the sole discretion of the Debtor, your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Court, it will be binding on you whether or not you vote.

Included in Item 3 of this Class [3 / 4 / 5] Ballot is an Opt-Out election related to the Releases by Holders of Claims and Interests set forth in Article XIII of the Plan. You may opt out of the Releases under the Plan by checking the release Opt-Out box under Item 3 of this Ballot so that it is actually received by the Voting Deadline.

If you DO NOT elect to "opt out" (see Item 3 of this Ballot), you will release whatever claims you may have against many other people and entities, all as more particularly provided in the Combined Disclosure Statement and Plan.

Your decision on the Election to Opt-Out does not affect what will be available for distribution or the amount of the distribution you will receive under the Plan. The election to withhold consent to grant such release is at your option.

You may submit your Ballot in the return envelope provided in your Solicitation Package or online via the Claims Agent's E-Ballot Portal, or by regular mail, overnight courier, or hand delivery as follows:

If by online E-Ballot Portal:

Ballots may be submitted via online submission through a dedicated e-balloting portal (the "E-Ballot Portal") accessible at the Debtor's restructuring website maintained by the Claims Agent **by no later than the Voting Deadline.**

To submit a customized, electronic version of your Ballot via the Claims Agent's E-Ballot Portal, visit https://www.veritaglobal.net/shannon/, click on the "Submit E-Ballot" section of the website and follow the instructions to submit your electronic Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized, electronic Ballot:

Unique E-Ballot ID#: _____

The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely in relation to those Claims described in Item 1 of your Ballot. Please complete and submit a Ballot for each Unique E-Ballot ID# you receive, as applicable.

If you choose to submit your Ballot via the E-Ballot Portal, you **SHOULD NOT** also return a hard copy of your Ballot.

Ballots submitted via the E-Ballot Portal will be deemed to contain an immediately legally binding signature.

Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote.

If by First-Class Mail, Hand Delivery, or Overnight Courier:

Shannon Wind, LLC Ballot Processing Center
c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

To arrange hand delivery of your Ballot, please email shannonwindinfo@veritaglobal.com (with "Shannon Wind Ballot Delivery" in the subject line) at least 24 hours prior to your arrival at the Verita address above and provide the expected date and time of delivery.

ACCEPTANCE OR REJECTION OF THE PLAN

Item 1. Vote Amount. For purposes of voting to accept or reject the Plan, as of April 24, 2026 (the "**Voting Record Date**"), the undersigned (the "**Claimant**") was a holder of a [Class 3 - Prepetition Secured Obligations Claim / Class 4 - General Unsecured Claim / Class 5 - 510(b) Claim] against the Debtor in the aggregate unpaid principal amount set forth below.

$_____

Item 2. Vote on Plan. **CHECK ONE BOX ONLY:**

☐ **ACCEPTS (votes FOR) the Plan**.

☐ **REJECTS (votes AGAINST) the Plan**.

Item 3. Releases.

IMPORTANT INFORMATION REGARDING THE RELEASES

CONFIRMATION OF THE PLAN IS EXPRESSLY CONDITIONED UPON BANKRUPTCY COURT APPROVAL OF THE THIRD-PARTY RELEASES BY RELEASING PARTIES (AS DESCRIBED BELOW AND LOCATED IN ARTICLE XIII OF THE PLAN), WHICH, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE THIRD-PARTY RELEASES BY RELEASING PARTIES, IF APPROVED, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN THE PLAN AND SUMMARIZED IN THIS BALLOT.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE XIII OF THE PLAN *IF* YOU CHECK THE BOX BELOW. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION.

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article XIII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article XIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

The undersigned holder of the [Class 3 - Prepetition Secured Obligations Claim(s) / Class 4 - General Unsecured Claim(s) / Class 5 - 510(b) Claim(s)] set forth in Item 1 elects to:

☐Opt Out of the Third-Party Release.

YOU WILL BE DEEMED A RELEASING PARTY IF YOU DO NOT BOTH CHECK THE BOX ABOVE AND RETURN THIS BALLOT BY 4:00 P.M. (prevailing Central Time), ON MAY 27, 2026.

Please be advised that Article XIII of the Plan contains the following release, exculpation and injunction provisions:[3]

Section 13.2 ("Releases by the Debtor") of the Plan provides for releases by the Debtor:

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtor will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release, to the maximum extent permitted by law, to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Debtor) and their respective assets and properties (the "Debtor Release") from any and all claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtor, including, without limitation, (i) the Chapter 11 Case, this Combined Disclosure Statement and Plan, the Definitive Documents, the New Equity Transaction, the Sale Transaction, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (iii) the business or contractual arrangements between the Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of this Combined Disclosure Statement and Plan, the Plan Supplement, the Definitive Documents, any Sale Documents, any New Equity Documents, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Case; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtor or the Reorganized Debtor; (vii) any actions taken against the Debtor or any of its Affiliates prior to the Effective Date to recover on any Claim against the Debtor or any Equity

[3] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs.

Interest in the Debtor; and/or (viii) the confirmation or consummation of this Plan or the solicitation of votes on this Plan, in each case, that the Debtor would have been legally entitled to assert (whether individually, collectively, or on behalf of any Holder of a Claim or Equity Interest) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, the Debtor, its Estate or the Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (x) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party; and/or (y) the rights of the Debtor, Reorganized Debtor, Wind Down Debtor, or Plan Administrator to enforce this Plan, any New Equity Documents, any Sale Documents, and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or any Restructuring Transactions or assumed pursuant to this Plan or any Sale Transaction or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Section 13.2 shall or shall be deemed to prohibit the Debtor, Reorganized Debtor, Wind Down Debtor, or Plan Administrator from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non- compete obligation owed to the Debtor or the Reorganized Debtor. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (1) any obligations arising on or after the Effective Date of any party or Entity under the Plan, any Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth herein; and (2) all Retained Causes of Action set forth in the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtor and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after consideration of the likelihood of success of any Claims released by the Debtor; and (6) a bar to any of the Debtor, its Estate, the Reorganized Debtor, the Wind Down Debtor, or the Plan Administrator from asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release.

Section 13.3 ("Third-Party Releases") of the Plan provides for a third-party release by the Non-Debtor Releasing Parties:

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor above, each Non-Debtor Releasing Party, on behalf of itself and any other Persons that might seek to claim under or through such Non-Debtor Releasing Party, including any Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, and agents, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third-Party Release") from any and all Claims, Interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to the Debtor, including, without limitation, (i) the Chapter 11 Case, this Combined Disclosure Statement and Plan, the Definitive Documents, the New Equity Transaction, the Sale Transaction, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (iii) the business or contractual arrangements between the Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of this Combined Disclosure Statement and Plan, the Plan Supplement, the Definitive Documents, any Sale Documents, any New Equity Documents, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Case; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtor or the Reorganized Debtor; (vii) any actions taken against the Debtor or any of its Affiliates prior to the Effective Date to recover on any Claim against the Debtor or any Equity Interest in the Debtor; and/or (viii) the confirmation or consummation of this Plan or the solicitation of votes on this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, that the foregoing provisions of this Third-Party Release shall not operate to waive or release: (x) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party; and/or (y) the rights of such Non-Debtor Releasing Party to enforce this Plan, any Sale Documents, any New Equity Documents, and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or any Sale Transaction or assumed pursuant to this Plan or any Sale Transaction or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation,

order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (1) any obligations arising on or after the Effective Date of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth herein; or (2) any retained Causes of Action, including, without limitation, as set forth on the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtor and its Estate; (5) fair, equitable, and reasonable; (6) given and made after consideration of the likelihood of success of any Claims released pursuant to the Third-Party Release and after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

For the avoidance of doubt, neither the Third-Party Release nor any other provision of this Section 13.3 shall apply to any Person or Entity that makes the Third-Party Release Opt-Out Election.

Section 13.4 ("Exculpation") of the Plan provides as follows:

Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third-Party Release, and except as otherwise specifically provided in the Plan, the Exculpated Party shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to: the administration of the Chapter 11 Case, commencement of the Chapter 11 Case, pursuit of confirmation and consummation of the Plan, making distributions under the Plan, the Disclosure Statement, the New Equity Transaction, the Sale Transaction, the Sale Process, the Sale Order, or the solicitation of votes for, or confirmation of, this Plan; the occurrence of the Effective Date; the administration of this Plan or the property to be distributed under this Plan; the issuance of securities under or in connection with this Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtor; or the transactions or documentation in furtherance of any of the foregoing; or any other postpetition, pre-Effective Date act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtor, the approval of the Disclosure Statement or confirmation or consummation of

this Plan; provided, however, that the foregoing provisions of this Exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel, to the extent otherwise permitted under applicable non-bankruptcy law, concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing Exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Section 13.4 shall or shall be deemed to prohibit the Debtor, the Reorganized Debtor, or the Plan Administrator from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtor or the Reorganized Debtor, in each case unless otherwise expressly provided for in this Plan. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Party from liability.

Section 13.5 ("Injunction") of the Plan provides as follows:

Except as otherwise provided herein or for obligations issued pursuant hereto, all Persons or Entities that have held, hold, or may hold (i) Claims or Interests in or against the Debtor, its property, or the Estate, or (ii) any claims or Causes of Action that have been settled, released, discharged, or are subject to Exculpation pursuant to Article XIII., are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party or the property or Estate of the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estate of the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests,

claims, or Causes of Action unless such Holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any Claims, Interests, claims, or Causes of Action released, discharged, exculpated, or settled pursuant to the Plan.

Article I of the Plan contains the following definitions:

"*Exculpated Party*" means the Debtor, to the maximum extent permitted by law.

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

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

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

Item 4. Certification. By signing this Ballot, the Claimant certifies that: (i) on the Voting Record Date, it was the holder of the [Class 3 - Prepetition Secured Obligations Claim(s) / Class 4 - General Unsecured Claim(s) / Class 5 - 510(b) Claim(s)] to which this Ballot pertains or an

authorized signatory for such holder; (ii) it has full power and authority to vote to accept or reject the Plan, and execute and return the Ballot; and (iii) it has received a copy of the Combined Disclosure Statement and Plan, and other solicitation materials. The undersigned understands that an otherwise properly completed, executed, and timely-returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted. The undersigned also certifies that its vote on the Plan is subject to all the terms and conditions set forth in the Combined Disclosure Statement and Plan.

Name of Claimant:

Signature:

Name (if different from Claimant):

Title:

Address:

Email Address:

Dated:

Please make sure you have provided all information requested in this Ballot. Please read and follow the instructions set forth above and in the attached Voting Instructions carefully. Please complete, sign, and date this Ballot and return it in the prepaid, preaddressed business reply envelope provided or otherwise by regular mail, hand delivery, or overnight courier to the Claims Agent address set forth above so that it is actually received by the Claims Agent by May 27, 2026 at 4:00 p.m. (prevailing Central Time).

Alternatively, you may submit the customized electronic version of your Ballot online via the E-Ballot Portal on the Debtor's restructuring website at https://www.veritaglobal.net/shannon/ per instructions provided above and at the website landing page so that it is actually received by the Claims Agent by May 27, 2026 at 4:00 p.m. (prevailing Central Time).

VOTING INSTRUCTIONS

1. In order for your vote to count, you must:

   (i) In the boxes provided in Item 2 of the Ballot, indicate **either** acceptance or rejection of the Plan by checking the appropriate box; and

   (ii) Review and sign the certifications in Item 4 of the Ballot. Please be sure to sign and date your Ballot. Your signature is required in order for your vote to be counted. If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you

are signing. If the Claim is held by an entity, your Ballot must be executed in the name of an authorized signatory. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

2. **To have your vote counted, you must complete, sign, and return this Ballot so that it is actually received by the Claims Agent not later than May 27, 2026 at 4:00 p.m. (prevailing Central Time).**

3. If voting online, submit the customized electronic version of your [Class 3 - Prepetition Secured Obligations Claim / Class 4 - General Unsecured Claim / Class 5 - 510(b) Claim] Ballot via the E-Ballot Portal at https://www.veritaglobal.net/shannon/ per instructions provided above and at the website landing page. Creditors who cast a Ballot via the E-Ballot Portal should NOT also submit a paper Ballot.

4. If voting by **mail**, return the completed Ballot to the Claims Agent in the pre-addressed, pre-paid return envelope enclosed with this Ballot or by regular mail, overnight courier, or hand delivery to:

Shannon Wind, LLC Ballot Processing Center
c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

To arrange hand delivery of your Ballot, please email shannonwindinfo@veritaglobal.com (with "Shannon Wind Ballot Delivery" in the subject line) at least 24 hours prior to your arrival at the Verita address above and provide the expected date and time of delivery.

5. A Ballot submitted by any means other than as set forth above will not be counted, unless approved by the Debtor in writing or otherwise ordered by the Court.

6. A Ballot that either indicates both an acceptance and rejection of the Plan or fails to indicate either an acceptance or rejection of the Plan will not be counted, provided that invalidation of a Ballot on these grounds will not invalidate an opt-out election indicated in Item 3, above.

7. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. A Ballot that partially rejects and partially accepts the Plan will not be counted.

8. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the last properly executed Ballot timely received by the Claims Agent will be deemed to reflect your intent and shall supersede and revoke any earlier received Ballot. If you cast multiple Ballots on account of the same Claim, which are received by the Claims Agent on the same day and at the same time, but which are voted inconsistently, such Ballots shall not be counted.

9. Any Ballot that is illegible or that contains insufficient information to permit the identification of the Claimant will not be counted.

10. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest against the Debtor or an assertion or admission of any claim or interest by the Debtor.

11. **If you wish to have your Claim temporarily allowed for purposes of voting on the Plan pursuant to Bankruptcy Rule 3018(a) in a different amount or classification, you must file with the Court and serve on counsel to the Debtor no later than May 27, 2026 at 4:00 p.m. (prevailing central time) a motion seeking such temporary allowance and a notice of hearing on such motion.**

12. It is important that you vote. The Plan can be confirmed by the Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code (the "**Bankruptcy Code**"). If the requisite acceptances are not obtained, the Court nonetheless may, in certain circumstances, confirm the Plan if it finds that the Plan: (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes voting to reject the Plan; and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To confirm a plan over the objection of a dissenting Class, the Court also must find that at least one impaired Class has accepted the plan, with such acceptance being determined without including the acceptance of any "insider" in such Class.

13. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER SOLICITATION MATERIALS APPROVED BY THE COURT, INCLUDING, WITHOUT LIMITATION, THE DISCLOSURE STATEMENT.

14. PLEASE RETURN YOUR BALLOT PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT OR THESE VOTING INSTRUCTIONS, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE CLAIMS AGENT ELECTRONICALLY AT SHANNONWINDINFO@VERITAGLOBAL.COM (WITH "SHANNON WIND SOLICITATION INQUIRY" IN THE SUBJECT LINE), OR IN WRITING TO THE MAILING ADDRESS PROVIDED ABOVE OR VIA TELEPHONE AT: (866) 967-1781 (U.S./CANADA, TOLL-FREE) OR +1 (310) 751-2681 (INTERNATIONAL, TOLL).

PLEASE NOTE THAT THE CLAIMS AGENT'S STAFF IS NOT PERMITTED TO GIVE LEGAL ADVICE. YOU SHOULD CONSULT AN ATTORNEY FOR ANY LEGAL ADVICE RELATING TO THIS BALLOT OR THE OTHER DOCUMENTS REFERENCED HEREIN.

EXHIBIT E

Form of Class 6 Ballot

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

In re:	)	Chapter 11
SHANNON WIND, LLC,	)	Case No. 26-90124 (ARP)
Debtor.[1]	)	

BALLOT FOR CLASS 6 – EXISTING EQUITY INTERESTS FOR ACCEPTING OR REJECTING THE CHAPTER 11 PLAN OF SHANNON WIND, LLC

TO BE COUNTED, YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE CLAIMS AGENT BY NO LATER THAN MAY 27, 2026 AT 4:00 P.M. (prevailing Central Time).

VOTING ON THE PLAN AND THE OPT-OUT ELECTION ARE LOCATED IN ITEMS 2 AND 3 ON PAGES 3–5

This ballot (the "**Ballot**") is being submitted to you by the debtor and debtor in possession in the above-captioned case (collectively, the "**Debtor**") to solicit your vote to accept or reject the plan (as amended, modified or supplemented from time to time, the "**Plan**") embodied within the *Combined Disclosure Statement and Chapter 11 Plan* [Docket No. ●] ("**Combined Disclosure Statement and Plan**"). The Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") entered an order conditionally approving the disclosure statement (as amended, modified, or supplemented from time to time, the "**Disclosure Statement**")[2] embodied in the Combined Disclosure Statement and Plan. The Disclosure Statement describes the Plan and provides information to assist you in deciding how to vote your Ballot. The Bankruptcy Court's conditional approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have the Combined Disclosure Statement and Plan, you may obtain a copy free of charge on the Debtor's restructuring webpage maintained by the Debtor's claims agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global ("**Verita**" or the "**Claims Agent**") at https://www.veritaglobal.net/shannon.

Copies of the Combined Disclosure Statement and Plan are also available: (i) for a fee, on the Court's website, https://ecf.txsb.uscourts.gov (a PACER account is required); or, at the

[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] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Combined Disclosure Statement and Plan or the Order, as applicable, or as the context otherwise requires.

Debtor's expense, (ii) upon request to the Claims Agent via telephone at: (866) 967-1781 (U.S./Canada) or +1 (310) 751-2681 (International), or via email at shannonwindinfo@veritaglobal.com (with subject line "Shannon Wind Solicitation Inquiry").

IMPORTANT

You should review the Combined Disclosure Statement and Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your Interest has been placed in Class 6 under the Plan for voting purposes.

If your Ballot is not actually received by the Claims Agent on or before May 27, 2026 at 4:00 p.m. (prevailing Central Time) (the "Voting Deadline"), and such deadline is not extended in the sole discretion of the Debtor, your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Court, it will be binding on you whether or not you vote.

Included in Item 3 of this Class 6 Ballot is an Opt-Out election related to the Releases by Holders of Claims and Interests set forth in Article XIII of the Plan. You may opt out of the Releases under the Plan by checking the release Opt-Out box under Item 3 of this Ballot so that it is actually received by the Voting Deadline.

If you DO NOT elect to "opt out" (see Item 3 of this Ballot), you will release whatever claims you may have against many other people and entities, all as more particularly provided in the Combined Disclosure Statement and Plan.

Your decision on the Election to Opt-Out does not affect what will be available for distribution or the amount of the distribution you will receive under the Plan. The election to withhold consent to grant such release is at your option.

You may submit your Ballot in the return envelope provided in your Solicitation Package or online via the Claims Agent's E-Ballot Portal, or by regular mail, overnight courier, or hand delivery as follows:

If by online E-Ballot Portal:

Ballots may be submitted via online submission through a dedicated e-balloting portal (the "E-Ballot Portal") accessible at the Debtor's restructuring website maintained by the Claims Agent **by no later than the Voting Deadline.**

To submit a customized, electronic version of your Ballot via the Claims Agent's E-Ballot Portal, visit https://www.veritaglobal.net/shannon/, click on the "Submit E-Ballot" section of the website and follow the instructions to submit your electronic Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized, electronic Ballot:

Unique E-Ballot ID#: _____

The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely in relation to those Interests described in Item 1 of your Ballot. Please complete and submit a Ballot for each Unique E-Ballot ID# you receive, as applicable.

If you choose to submit your Ballot via the E-Ballot Portal, you **SHOULD NOT** also return a hard copy of your Ballot.

Ballots submitted via the E-Ballot Portal will be deemed to contain an immediately legally binding signature.

Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote.

If by First-Class Mail, Hand Delivery, or Overnight Courier:

Shannon Wind, LLC Ballot Processing Center
c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

To arrange hand delivery of your Ballot, please email shannonwindinfo@veritaglobal.com (with "Shannon Wind Ballot Delivery" in the subject line) at least 24 hours prior to your arrival at the Verita address above and provide the expected date and time of delivery.

ACCEPTANCE OR REJECTION OF THE PLAN

Item 1. Vote Amount. For purposes of voting to accept or reject the Plan, as of April 24, 2026 (the "**Voting Record Date**"), the undersigned (the "**Interest Holder**") was a holder of a Class 6 – Existing Equity Interest in the Debtor as set forth below.

_____ membership interests in Shannon Wind, LLC

Item 2. Vote on Plan. **CHECK ONE BOX ONLY:**

☐ **ACCEPTS (votes FOR) the Plan**.

☐ **REJECTS (votes AGAINST) the Plan**.

Item 3. Releases.

IMPORTANT INFORMATION REGARDING THE RELEASES

CONFIRMATION OF THE PLAN IS EXPRESSLY CONDITIONED UPON BANKRUPTCY COURT APPROVAL OF THE THIRD-PARTY RELEASES BY RELEASING PARTIES (AS DESCRIBED BELOW AND LOCATED IN ARTICLE XIII OF THE PLAN), WHICH, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE THIRD-PARTY RELEASES BY RELEASING PARTIES, IF APPROVED, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN THE PLAN AND SUMMARIZED IN THIS BALLOT.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE XIII OF THE PLAN *IF* YOU CHECK THE BOX BELOW. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION.

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article XIII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article XIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

The undersigned holder of the Class 6 – Existing Equity Interest set forth in Item 1 elects to:
☐Opt Out of the Third-Party Release.

YOU WILL BE DEEMED A RELEASING PARTY IF YOU DO NOT BOTH CHECK THE BOX ABOVE AND RETURN THIS BALLOT BY 4:00 P.M. (prevailing Central Time), ON MAY 27, 2026.

Please be advised that Article XIII of the Plan contains the following release, exculpation and injunction provisions:[3]

Section 13.2 ("Releases by the Debtor") of the Plan provides for releases by the Debtor:

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtor will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release, to the maximum extent permitted by law, to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Debtor) and their respective assets and properties (the "Debtor Release") from any and all claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtor, including, without limitation, (i) the Chapter 11 Case, this Combined Disclosure Statement and Plan, the Definitive Documents, the New Equity Transaction, the Sale Transaction, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (iii) the business or contractual arrangements between the Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of this Combined Disclosure Statement and Plan, the Plan Supplement, the Definitive Documents, any Sale Documents, any New Equity Documents, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Case; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtor or the Reorganized Debtor; (vii) any actions taken against the Debtor or any of its Affiliates prior to the Effective Date to recover on any Claim against the Debtor or any Equity Interest in the Debtor; and/or (viii) the confirmation or consummation of this Plan or the solicitation of votes on this Plan, in each case, that the Debtor would have been legally entitled to assert (whether individually, collectively, or on behalf of any Holder of a Claim or Equity Interest) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, the Debtor, its Estate or the Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (x) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party; and/or (y) the rights of the

[3] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs.

Debtor, Reorganized Debtor, Wind Down Debtor, or Plan Administrator to enforce this Plan, any New Equity Documents, any Sale Documents, and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or any Restructuring Transactions or assumed pursuant to this Plan or any Sale Transaction or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Section 13.2 shall or shall be deemed to prohibit the Debtor, Reorganized Debtor, Wind Down Debtor, or Plan Administrator from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non- compete obligation owed to the Debtor or the Reorganized Debtor. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (1) any obligations arising on or after the Effective Date of any party or Entity under the Plan, any Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth herein; and (2) all Retained Causes of Action set forth in the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtor and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after consideration of the likelihood of success of any Claims released by the Debtor; and (6) a bar to any of the Debtor, its Estate, the Reorganized Debtor, the Wind Down Debtor, or the Plan Administrator from asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release.

Section 13.3 ("Third-Party Releases") of the Plan provides for a third-party release by the Non-Debtor Releasing Parties:

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor above, each Non-Debtor Releasing Party, on behalf of itself and any other Persons that might seek to claim under or through such Non-Debtor Releasing Party, including any Affiliates, heirs, executors, administrators, successors,

assigns, managers, accountants, attorneys, Representatives, consultants, and agents, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third-Party Release") from any and all Claims, Interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to the Debtor, including, without limitation, (i) the Chapter 11 Case, this Combined Disclosure Statement and Plan, the Definitive Documents, the New Equity Transaction, the Sale Transaction, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (iii) the business or contractual arrangements between the Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of this Combined Disclosure Statement and Plan, the Plan Supplement, the Definitive Documents, any Sale Documents, any New Equity Documents, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Case; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtor or the Reorganized Debtor; (vii) any actions taken against the Debtor or any of its Affiliates prior to the Effective Date to recover on any Claim against the Debtor or any Equity Interest in the Debtor; and/or (viii) the confirmation or consummation of this Plan or the solicitation of votes on this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, that the foregoing provisions of this Third-Party Release shall not operate to waive or release: (x) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party; and/or (y) the rights of such Non-Debtor Releasing Party to enforce this Plan, any Sale Documents, any New Equity Documents, and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or any Sale Transaction or assumed pursuant to this Plan or any Sale Transaction or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (1) any obligations arising on or after the Effective Date of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement)

executed to implement the Plan as set forth herein; or (2) any retained Causes of Action, including, without limitation, as set forth on the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtor and its Estate; (5) fair, equitable, and reasonable; (6) given and made after consideration of the likelihood of success of any Claims released pursuant to the Third-Party Release and after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

For the avoidance of doubt, neither the Third-Party Release nor any other provision of this Section 13.3 shall apply to any Person or Entity that makes the Third-Party Release Opt-Out Election.

Section 13.4 ("Exculpation") of the Plan provides as follows:

Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third-Party Release, and except as otherwise specifically provided in the Plan, the Exculpated Party shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to: the administration of the Chapter 11 Case, commencement of the Chapter 11 Case, pursuit of confirmation and consummation of the Plan, making distributions under the Plan, the Disclosure Statement, the New Equity Transaction, the Sale Transaction, the Sale Process, the Sale Order, or the solicitation of votes for, or confirmation of, this Plan; the occurrence of the Effective Date; the administration of this Plan or the property to be distributed under this Plan; the issuance of securities under or in connection with this Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtor; or the transactions or documentation in furtherance of any of the foregoing; or any other postpetition, pre-Effective Date act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtor, the approval of the Disclosure Statement or confirmation or consummation of this Plan; provided, however, that the foregoing provisions of this Exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel, to the extent otherwise permitted under applicable non-bankruptcy law, concerning its respective duties

pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing Exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Section 13.4 shall or shall be deemed to prohibit the Debtor, the Reorganized Debtor, or the Plan Administrator from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtor or the Reorganized Debtor, in each case unless otherwise expressly provided for in this Plan. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Party from liability.

Section 13.5 ("Injunction") of the Plan provides as follows:

Except as otherwise provided herein or for obligations issued pursuant hereto, all Persons or Entities that have held, hold, or may hold (i) Claims or Interests in or against the Debtor, its property, or the Estate, or (ii) any claims or Causes of Action that have been settled, released, discharged, or are subject to Exculpation pursuant to Article XIII, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party or the property or Estate of the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estate of the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action unless such Holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any Claims, Interests, claims, or Causes of Action released, discharged, exculpated, or settled pursuant to the Plan.

Article I of the Plan contains the following definitions:

"*Exculpated Party*" means the Debtor, to the maximum extent permitted by law.

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

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

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

Item 4. Certification. By signing this Ballot, the Interest Holder certifies that: (i) on the Voting Record Date, it was the holder of the Class 6 – Existing Equity Interest to which this Ballot pertains or an authorized signatory for such holder; (ii) it has full power and authority to vote to accept or reject the Plan, and execute and return the Ballot; and (iii) it has received a copy of the Combined Disclosure Statement and Plan, and other solicitation materials. The undersigned understands that an otherwise properly completed, executed, and timely-returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted. The undersigned also certifies that its vote on the Plan is subject to all the terms and conditions set forth in the Combined Disclosure Statement and Plan.

Name of Interest Holder:

Signature:

Name (if different from Interest Holder):

Title:

Address:

Email Address:

Dated:

Please make sure you have provided all information requested in this Ballot. Please read and follow the instructions set forth above and in the attached Voting Instructions carefully. Please complete, sign, and date this Ballot and return it in the prepaid, preaddressed business reply envelope provided or otherwise by regular mail, hand delivery, or overnight courier to the Claims Agent address set forth above so that it is actually received by the Claims Agent by May 27, 2026 at 4:00 p.m. (prevailing Central Time).

Alternatively, you may submit the customized electronic version of your Ballot online via the E-Ballot Portal on the Debtor's restructuring website at https://www.veritaglobal.net/shannon/ per instructions provided above and at the website landing page so that it is actually received by the Claims Agent by May 27, 2026 at 4:00 p.m. (prevailing Central Time).

VOTING INSTRUCTIONS

1. In order for your vote to count, you must:

   (i) In the boxes provided in Item 2 of the Ballot, indicate **either** acceptance or rejection of the Plan by checking the appropriate box; and

   (ii) Review and sign the certifications in Item 4 of the Ballot. Please be sure to sign and date your Ballot. Your signature is required in order for your vote to be counted. If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. If the Interest is held by an entity, your Ballot must be executed in the name of an authorized signatory. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

2. **To have your vote counted, you must complete, sign, and return this Ballot so that it is actually received by the Claims Agent not later than May 27, 2026 at 4:00 p.m. (prevailing Central Time).**

3. If voting online, submit the customized electronic version of your Class 6 – Existing Equity Interest Ballot via the E-Ballot Portal at https://www.veritaglobal.net/shannon/ per instructions provided above and at the website landing page. Interest Holders who cast a Ballot via the E-Ballot Portal should NOT also submit a paper Ballot.

4. If voting by **mail**, return the completed Ballot to the Claims Agent in the pre-addressed, pre-paid return envelope enclosed with this Ballot or by regular mail, overnight courier, or hand delivery to:

Shannon Wind, LLC Ballot Processing Center
c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

To arrange hand delivery of your Ballot, please email shannonwindinfo@veritaglobal.com (with "Shannon Wind Ballot Delivery" in the subject line) at least 24 hours prior to your arrival at the Verita address above and provide the expected date and time of delivery.

5. A Ballot submitted by any means other than as set forth above will not be counted, unless approved by the Debtor in writing or otherwise ordered by the Court.

6. A Ballot that either indicates both an acceptance and rejection of the Plan or fails to indicate either an acceptance or rejection of the Plan will not be counted, provided that invalidation of a Ballot on these grounds will not invalidate an opt-out election indicated in Item 3, above.

7. You must vote all your Interests within a single Class under the Plan either to accept or reject the Plan. A Ballot that partially rejects and partially accepts the Plan will not be counted.

8. If you cast more than one Ballot voting the same Interest prior to the Voting Deadline, the last properly executed Ballot timely received by the Claims Agent will be deemed to reflect your intent and shall supersede and revoke any earlier received Ballot. If you cast multiple Ballots on account of the same Interest, which are received by the Claims Agent on the same day and at the same time, but which are voted inconsistently, such Ballots shall not be counted.

9. Any Ballot that is illegible or that contains insufficient information to permit the identification of the Interest Holder will not be counted.

10. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest against the Debtor or an assertion or admission of any claim or interest by the Debtor.

11. **If you wish to have your Interest temporarily allowed for purposes of voting on the Plan pursuant to Bankruptcy Rule 3018(a) in a different amount or classification, you must file with the Court and serve on counsel to the Debtor no later than 4:00 p.m. (prevailing Central Time) on May 27, 2026 at 4:00 p.m. (prevailing Central Time) a motion seeking such temporary allowance and a notice of hearing on such motion.**

12. It is important that you vote. The Plan can be confirmed by the Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount of the Interests in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code (the "**Bankruptcy Code**"). If the requisite acceptances are not obtained, the Court nonetheless may, in certain circumstances, confirm the Plan if it finds that the Plan: (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes voting to reject the Plan; and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To confirm a plan over the objection of a dissenting Class, the Court also must find that at least one impaired Class has accepted the plan, with such acceptance being determined without including the acceptance of any "insider" in such Class.

13. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER SOLICITATION MATERIALS APPROVED BY THE COURT, INCLUDING, WITHOUT LIMITATION, THE DISCLOSURE STATEMENT.

14. PLEASE RETURN YOUR BALLOT PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT OR THESE VOTING INSTRUCTIONS, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE CLAIMS AGENT ELECTRONICALLY AT SHANNONWINDINFO@VERITAGLOBAL.COM (WITH "SHANNON WIND SOLICITATION INQUIRY" IN THE SUBJECT LINE), OR IN WRITING TO THE MAILING ADDRESS PROVIDED ABOVE OR VIA TELEPHONE AT: (866) 967-1781 (U.S./CANADA, TOLL-FREE) OR +1 (310) 751-2681 (INTERNATIONAL, TOLL).

PLEASE NOTE THAT THE CLAIMS AGENT'S STAFF IS NOT PERMITTED TO GIVE LEGAL ADVICE. YOU SHOULD CONSULT AN ATTORNEY FOR ANY LEGAL ADVICE RELATING TO THIS BALLOT OR THE OTHER DOCUMENTS REFERENCED HEREIN.

EXHIBIT F

Notice of Non-Voting Status and Third-Party Release Opt-Out Form

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

In re:	)	Chapter 11
SHANNON WIND, LLC,	)	Case No. 26-90124 (ARP)
Debtor.[1]	)	

NOTICE OF NON-VOTING STATUS TO HOLDERS OF
CLASS 1 AND 2 CLAIMS AND THIRD-PARTY RELEASE OPT-OUT FORM

PLEASE TAKE NOTICE THAT the debtor and debtor in possession in the above-captioned case (the "**Debtor**") has submitted its plan (as amended, modified or supplemented from time to time, the "**Plan**") embodied within the *Combined Disclosure Statement and Chapter 11 Plan* [Docket No. ●] (the "**Combined Disclosure Statement and Plan**"). The Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") entered an order (the "**Order**") conditionally approving the disclosure statement (as amended, modified, or supplemented from time to time, the "**Disclosure Statement**")[2] embodied in the Combined Disclosure Statement and Plan. The Order authorizes the Debtor to solicit votes to accept or reject the Plan from the Holders of Claims and Interests in the Voting Classes. If you do not have a copy of the Combined Disclosure Statement and Plan, you may obtain a copy free of charge on the Claims Agent Website maintained by the Debtor's claims agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Claims Agent**") at https://www.veritaglobal.net/shannon.

YOU ARE OR MIGHT BE THE HOLDER OF CLAIM(S) IN CLASSES OF UNIMPAIRED CLAIMS PRESUMED TO ACCEPT THE PLAN THAT ARE NOT ENTITLED TO VOTE ON THE PLAN. THE FOLLOWING IS A SUMMARY OF THE TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN FOR PURPOSES OF PLAN VOTING.

Class	Claim or Interest	Summary of Treatment
1	Priority Non-Tax Claims	Unimpaired

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

[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.

		Presumed to Accept Plan
2	Other Secured Claims	Unimpaired ***Presumed to Accept Plan***
3	Prepetition Secured Obligations Claims	Impaired ***Entitled to Vote on Plan***
4	General Unsecured Claims	Impaired ***Entitled to Vote on Plan***
5	510(b) Claims	Impaired ***Entitled to Vote on Plan***
6	Existing Equity Interests	Impaired ***Entitled to Vote on Plan***

UNDER THE TERMS OF THE PLAN, HOLDERS OF CLAIMS IN CLASSES 1 AND 2 ARE UNIMPAIRED UNDER THE PLAN AND, THEREFORE, PURSUANT TO THE PLAN AND BANKRUPTCY CODE SECTION 1126(f), ARE (I) PRESUMED TO HAVE ACCEPTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN.

Item 1. Releases.

IMPORTANT INFORMATION REGARDING THE RELEASES

CONFIRMATION OF THE PLAN IS EXPRESSLY CONDITIONED UPON BANKRUPTCY COURT APPROVAL OF THE THIRD-PARTY RELEASES BY RELEASING PARTIES (AS DESCRIBED BELOW AND LOCATED IN ARTICLE XIII OF THE PLAN), WHICH, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE THIRD-PARTY RELEASES BY RELEASING PARTIES, IF APPROVED, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN THE PLAN AND SUMMARIZED IN THIS NOTICE OF NON-VOTING STATUS.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE XIII OF THE PLAN *IF* YOU CHECK THE BOX BELOW. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION.

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article XIII of the Plan will become effective. It is important to read the provisions contained in Article XIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

The undersigned holder of Class 1 or 2 claims elects to:

☐ Opt Out of the Third-Party Release.

YOU WILL BE DEEMED A RELEASING PARTY IF YOU DO NOT BOTH CHECK THE BOX ABOVE AND RETURN THIS THIRD-PARTY RELEASE OPT-OUT FORM, ACCORDING TO DELIVERY INSTRUCTIONS SET FORTH BELOW, SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AGENT BY 4:00 P.M. (prevailing Central Time), ON MAY 27, 2026.

Please be advised that Article XIII of the Plan contains the following release, exculpation and injunction provisions:[3]

Section 13.2 ("Releases by the Debtor") of the Plan provides for releases by the Debtor:

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtor will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release, to the maximum extent permitted by law, to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Debtor) and their respective assets and properties (the "Debtor Release") from any and all claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtor, including, without limitation, (i) the Chapter 11 Case, this Combined Disclosure Statement and Plan, the Definitive Documents, the New Equity Transaction, the Sale Transaction, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (iii) the business or contractual arrangements between the Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of this Combined Disclosure Statement and Plan, the Plan Supplement, the Definitive Documents, any Sale Documents, any New Equity Documents, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Case; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtor or the Reorganized Debtor; (vii) any actions taken against the Debtor or any of its Affiliates prior to the Effective Date to recover on any Claim against the Debtor or any Equity Interest in the Debtor; and/or (viii) the

[3] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs.

confirmation or consummation of this Plan or the solicitation of votes on this Plan, in each case, that the Debtor would have been legally entitled to assert (whether individually, collectively, or on behalf of any Holder of a Claim or Equity Interest) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, the Debtor, its Estate or the Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (x) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party; and/or (y) the rights of the Debtor, Reorganized Debtor, Wind Down Debtor, or Plan Administrator to enforce this Plan, any New Equity Documents, any Sale Documents, and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or any Restructuring Transactions or assumed pursuant to this Plan or any Sale Transaction or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Section 13.2 shall or shall be deemed to prohibit the Debtor, Reorganized Debtor, Wind Down Debtor, or Plan Administrator from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non- compete obligation owed to the Debtor or the Reorganized Debtor. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (1) any obligations arising on or after the Effective Date of any party or Entity under the Plan, any Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth herein; and (2) all Retained Causes of Action set forth in the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtor and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after consideration of the likelihood of success of any Claims released by the Debtor; and (6) a bar to any of the Debtor, its Estate, the Reorganized Debtor, the Wind Down Debtor, or the Plan Administrator from asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release.

Section 13.3 ("Third-Party Releases") of the Plan provides for a third-party release by the Non-Debtor Releasing Parties:

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor above, each Non-Debtor Releasing Party, on behalf of itself and any other Persons that might seek to claim under or through such Non-Debtor Releasing Party, including any Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, and agents, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third-Party Release") from any and all Claims, Interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to the Debtor, including, without limitation, (i) the Chapter 11 Case, this Combined Disclosure Statement and Plan, the Definitive Documents, the New Equity Transaction, the Sale Transaction, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (iii) the business or contractual arrangements between the Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of this Combined Disclosure Statement and Plan, the Plan Supplement, the Definitive Documents, any Sale Documents, any New Equity Documents, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Case; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtor or the Reorganized Debtor; (vii) any actions taken against the Debtor or any of its Affiliates prior to the Effective Date to recover on any Claim against the Debtor or any Equity Interest in the Debtor; and/or (viii) the confirmation or consummation of this Plan or the solicitation of votes on this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, that the foregoing provisions of this Third-Party Release shall not operate to waive or release: (x) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party; and/or (y) the rights of such Non-Debtor Releasing Party to enforce this Plan, any Sale Documents, any New Equity Documents, and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or any Sale Transaction or assumed pursuant to this Plan or

any Sale Transaction or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (1) any obligations arising on or after the Effective Date of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth herein; or (2) any retained Causes of Action, including, without limitation, as set forth on the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtor and its Estate; (5) fair, equitable, and reasonable; (6) given and made after consideration of the likelihood of success of any Claims released pursuant to the Third-Party Release and after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

For the avoidance of doubt, neither the Third-Party Release nor any other provision of this Section 13.3 shall apply to any Person or Entity that makes the Third-Party Release Opt-Out Election.

Section 13.4 ("Exculpation") of the Plan provides as follows:

Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third-Party Release, and except as otherwise specifically provided in the Plan, the Exculpated Party shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to: the administration of the Chapter 11 Case, commencement of the Chapter 11 Case, pursuit of confirmation and consummation of the Plan, making distributions under the Plan, the Disclosure Statement, the New Equity Transaction, the Sale Transaction, the Sale Process, the Sale Order, or the solicitation of votes for, or confirmation of, this Plan; the occurrence of the Effective Date; the administration of this Plan or the property to be distributed under this Plan; the issuance of securities under or in connection with this Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtor; or the transactions or

documentation in furtherance of any of the foregoing; or any other postpetition, pre-Effective Date act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtor, the approval of the Disclosure Statement or confirmation or consummation of this Plan; provided, however, that the foregoing provisions of this Exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel, to the extent otherwise permitted under applicable non-bankruptcy law, concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing Exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Section 13.4 shall or shall be deemed to prohibit the Debtor, the Reorganized Debtor, or the Plan Administrator from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtor or the Reorganized Debtor, in each case unless otherwise expressly provided for in this Plan. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Party from liability.

Section 13.5 ("Injunction") of the Plan provides as follows:

Except as otherwise provided herein or for obligations issued pursuant hereto, all Persons or Entities that have held, hold, or may hold (i) Claims or Interests in or against the Debtor, its property, or the Estate, or (ii) any claims or Causes of Action that have been settled, released, discharged, or are subject to Exculpation pursuant to Article XIII, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party or the property or Estate of the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (d) asserting any right of setoff,

subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estate of the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action unless such Holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any Claims, Interests, claims, or Causes of Action released, discharged, exculpated, or settled pursuant to the Plan.

Article I of the Plan contains the following definitions:

"*Exculpated Party*" means the Debtor, to the maximum extent permitted by law.

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

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

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

Objections, if any, to the confirmation of the Plan, including the releases provided for in Article XIII of the Plan, must (i) be in writing; (ii) state the name, address, and nature of the Claim or Interest of the objecting or responding party; (iii) state with particularity the legal and factual basis and nature of any objection or response; and (iv) be filed with the Clerk of the Bankruptcy Court, and served on the following parties so as to be actually received before **4:00 p.m. (prevailing Central Time) on May 27, 2026**: (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).

Copies of the Combined Disclosure Statement and Plan, the Plan Supplement (which will be filed on or before May 20, 2026) and the Order are, or will be, available for review free of charge at https://www.veritaglobal.net/shannon. In addition, copies of the Combined Disclosure Statement and Plan are available upon written request to:

Shannon Wind, LLC
Ballot Processing Center
c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Copies of the Combined Disclosure Statement and Plan are also available, at the Debtor's expense, by submitting an inquiry to the Claims Agent via telephone at (866) 967-1781 (U.S./Canada) or +1 (310) 751-2681 (International), or via email at shannonwindinfo@veritaglobal.com (with "Shannon Wind Solicitation Inquiry" in the subject line).

Item 2. Certifications.

By signing this Third-Party Release Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtor:

a. that, as of the Voting Record Date of **April 24, 2026**, the undersigned is either: (i) the Holder of a Claim or an Interest or (ii) an authorized signatory for an Entity or Person that is the Holder of a Claim or an Interest;

b. that the Holder has received a copy of the Notice of Non-Voting Status and Third-Party Release Opt-Out Form and the Third-Party Release Opt-Out Election in Item 1 is made pursuant to the terms and conditions set forth herein;

c. that the undersigned has made the same election with respect to all Claims or Interests held by the undersigned; and

d. that no other Third-Party Release Opt-Out Form has been submitted with respect to the Holder's Claims or Interests, or, if any other Third-Party Release Opt-Out Form has been submitted with respect to such Claims or Interests, such Third-Party Release Opt-Out Form is hereby revoked.

Name of Holder: _____

Signature: _____

Signatory Name (if other than the Holder): _____

Title: _____

Address: _____

Email Address: _____

Date Completed: _____

IF YOU WISH TO OPT-OUT, PLEASE COMPLETE, SIGN, AND DATE THIS THIRD-PARTY RELEASE OPT-OUT FORM AND RETURN IT PROMPTLY VIA ONLY ONE OF THE METHODS BELOW:
By First-Class Mail, Hand Delivery, or Overnight Mail:
Shannon Wind, LLC Ballot Processing Center c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245 To arrange hand delivery of your Third-Party Release Opt-Out Form, please email the Claims Agent at shannonwindinfo@veritaglobal.com (with "Shannon Wind Release Opt-Out Form Delivery" in the subject line) at least 24 hours prior to your arrival at the Claims Agent address above and provide the anticipated date and time of delivery.
By Electronic, Online Submission:
Please visit https://www.veritaglobal.net/shannon. Click on the "Submit E-Ballot" section of the Debtor's website and follow the directions to submit the electronic version of your Third-Party Release Opt-Out Form. If you choose to submit your Third-Party Release Opt-Out Form online via the E-Ballot Portal, you should not also return a hard copy of your Third-Party Release Opt-Out Form. IMPORTANT NOTE: You will need the following information to retrieve and submit the electronic version of your Third-Party Release Opt-Out Form: Unique E-Opt-Out ID#:
The E-Ballot Portal is the sole manner in which this Third-Party Release Opt-Out Form will be accepted via electronic or online transmission. Third-Party Release Opt-Out Forms submitted by

facsimile or email, or any other means of electronic transmission (other than via the E-Ballot Portal) will not be counted.

INSTRUCTIONS FOR COMPLETING THIS FORM

1. Capitalized terms used in the Third-Party Release Opt-Out Form or in these instructions (the "**Instructions**") but not otherwise defined therein or herein shall have the meaning set forth in the Combined Disclosure Statement and Plan.

2. To ensure that your election to opt-out is counted, you must complete the Third-Party Release Opt-Out Form and take the following steps: (a) clearly indicate your decision to "opt-out" of the Plan releases set forth in **Item 1** above by checking the box in Item 1 above; (b) make sure that the information required by **Item 2** above has been correctly inserted; and (c) sign, date and return your Third-Party Release Opt-Out Form in accordance with hard copy OR online submission instructions provided above.

3. **Return of Third-Party Release Opt-Out Form:** Your Third-Party Release Opt-Out Form MUST be returned so as to be **actually received** by the Claims Agent on or before **May 27, 2026 at 4:00 p.m. (prevailing Central Time)** (the "**Opt-Out Deadline**").

4. If a Third-Party Release Opt-Out Form is received by the Claims Agent after the Opt-Out Deadline, it will not be effective. Additionally, the following Third-Party Release Opt-Out Forms will **NOT** be counted:

   a. any Third-Party Release Opt-Out Form that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest;

   b. any Third-Party Release Opt-Out Form sent to any party other than the Claims Agent;

   c. any Third-Party Release Opt-Out Form transmitted by facsimile or email;

   d. any unsigned Third-Party Release Opt-Out Form; or

   e. any Third-Party Release Opt-Out Form not completed in accordance with the procedures approved in the Order and described herein.

5. The method of delivery of a Third-Party Release Opt-Out Form to the Claims Agent is at the election and risk of each Holder of a Claim or Interest electing to opt-out of the Third-Party Release. Except as otherwise provided herein, such delivery will be deemed made to the Claims Agent only when the Claims Agent **actually receives** the executed Third-Party Release Opt-Out Form. Holders should allow sufficient time to assure timely delivery.

6. If multiple Third-Party Release Opt-Out Forms are received from the same Holder with respect to the same Claim or Interest prior to the Opt-Out Deadline, the last Third-Party

Release Opt-Out Form timely received will supersede and revoke any earlier received Third-Party Release Opt-Out Form.

7. The Third-Party Release Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of the Third-Party Releases by Holders of Claims and Interests. Accordingly, at this time, Holders of Claims or Interests should not surrender certificates or instruments representing or evidencing their Claims or Interests, and neither the Debtor nor the Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Third-Party Release Opt-Out Form.

8. The Third-Party Release Opt-Out Form does **not** constitute, and shall not be deemed to be, (a) a proof of Claim, (b) proof of Interest, or (c) an assertion or admission of a Claim or Interest.

9. **Please be sure to sign and date your Third-Party Release Opt-Out Form**. If you are signing a Third-Party Release Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims Agent, the Debtor, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Third-Party Release Opt-Out Form.

PLEASE RETURN YOUR THIRD-PARTY RELEASE OPT-OUT FORM PROMPTLY

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

In re:	)	Chapter 11
SHANNON WIND, LLC,	)	Case No. 26-90124 (ARP)
Debtor.[1]	)	

AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN

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Email: jbailey@bradley.com

[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.

EXHIBIT
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DISCLAIMER

THIS COMBINED DISCLOSURE STATEMENT AND PLAN WAS COMPILED FROM INFORMATION OBTAINED FROM NUMEROUS SOURCES BELIEVED TO BE ACCURATE TO THE BEST OF THE DEBTOR'S KNOWLEDGE, INFORMATION, AND BELIEF. NO GOVERNMENTAL AUTHORITY HAS PASSED ON, CONFIRMED OR DETERMINED THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

NOTHING STATED HEREIN SHALL BE (I) DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, (II) ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTOR, OR (III) DEEMED CONCLUSIVE EVIDENCE OF THE TAX OR OTHER LEGAL EFFECTS OF THE COMBINED DISCLOSURE STATEMENT AND PLAN ON THE DEBTOR OR HOLDERS OF CLAIMS OR INTERESTS.

THE STATEMENTS CONTAINED HEREIN ARE MADE AS OF THE DATE HEREOF, UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF. HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. EACH SUCH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL, AND TAX ADVISORS AS TO ANY SUCH MATTERS CONCERNING THE COMBINED DISCLOSURE STATEMENT AND PLAN AND THE TRANSACTIONS CONTEMPLATED HEREBY.

THE COMBINED DISCLOSURE STATEMENT AND PLAN CONTEMPLATES THE REORGANIZATION OF THE DEBTOR AND DISTRIBUTIONS TO CREDITORS.

NO PARTY IS AUTHORIZED TO GIVE ANY INFORMATION WITH RESPECT TO THE COMBINED DISCLOSURE STATEMENT AND PLAN OTHER THAN WHAT IS CONTAINED IN THIS COMBINED DISCLOSURE STATEMENT AND PLAN. NO REPRESENTATIONS CONCERNING THE DEBTOR, OR THE VALUE OF ITS PROPERTY HAVE BEEN AUTHORIZED BY THE DEBTOR OTHER THAN AS SET FORTH IN THIS COMBINED DISCLOSURE STATEMENT AND PLAN AND THE DEBTOR'S SCHEDULES. ANY INFORMATION, REPRESENTATIONS, OR INDUCEMENTS MADE TO OBTAIN AN ACCEPTANCE OF THE COMBINED DISCLOSURE STATEMENT AND PLAN OTHER THAN, OR INCONSISTENT WITH, THE INFORMATION CONTAINED HEREIN AND THEREIN SHOULD NOT BE RELIED UPON BY ANY HOLDER OF A CLAIM OR INTEREST. THIS COMBINED DISCLOSURE STATEMENT AND PLAN HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(b).

Special Notice Regarding Federal and State Securities Laws

This Combined Disclosure Statement and Plan and the securities that may be issued pursuant to the Plan have not been approved or disapproved by the Securities and Exchange Commission (the "SEC") or by any state securities commission or similar public, governmental, or regulatory authority, and neither the SEC nor any such authority has passed upon the accuracy or adequacy of the information contained in this Combined Disclosure Statement and Plan or upon the merits of the Plan. No such authority, other than the Bankruptcy Court, has made or will make any finding or determination relating to the fairness or feasibility of the Plan. Any representation to the contrary is a criminal offense.

The Debtor intends to rely on one or more exemptions from registration under the Securities Act and Blue Sky Laws with respect to the offer, issuance, and distribution of any New Equity under the Plan.

To the extent applicable, the offer, issuance and distribution of any New Equity under the Plan shall be made pursuant to section 1145(a) of the Bankruptcy Code. Any securities issued in reliance on section 1145 of the Bankruptcy Code will not constitute "restricted securities" under the Securities Act and may be freely transferable by the recipients thereof, subject to (a) applicable securities laws relating to the transfer of securities by affiliates of the issuer, (b) any applicable contractual restrictions on transfer, and (c) any applicable provisions of the Plan or the organizational documents of the issuer. For the avoidance of doubt, any Person that is deemed an "underwriter" within the meaning of section 1145(b) of the Bankruptcy Code shall not be entitled to freely transfer securities issued pursuant to section 1145 of the Bankruptcy Code except in compliance with the Securities Act.

To the extent that the exemption provided by section 1145 of the Bankruptcy Code is unavailable with respect to any New Equity issued under the Plan, the Debtor intends to rely on other available exemptions from registration under the Securities Act, including section 4(a)(2) thereof or Regulation D promulgated thereunder. Any securities issued in reliance on such exemptions shall constitute "restricted securities" within the meaning of the Securities Act and may not be offered, sold, exchanged, assigned, or otherwise transferred unless such securities are registered under the Securities Act or an exemption from registration is available, and in each case in compliance with any applicable state or foreign securities laws (including Blue Sky Laws). Certificates or other instruments evidencing such securities (or book-entry positions representing such securities) may bear a legend or other notation reflecting such transfer restrictions. Holders of such securities should be aware that they may be required to bear the financial risk of their investment for an indefinite period of time.

This Combined Disclosure Statement and Plan does not constitute an offer to sell or the solicitation of an offer to buy securities in any state or jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation. This Combined Disclosure Statement and Plan has been prepared in

accordance with section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016(b). Dissemination of this Combined Disclosure Statement and Plan is controlled by Bankruptcy Rule 3017. This Combined Disclosure Statement and Plan was prepared to provide parties in interest in the Chapter 11 Case with "adequate information" (as defined in section 1125 of the Bankruptcy Code) so that those creditors who are entitled to vote with respect to the Plan can make an informed judgment regarding such vote on the Plan. Nothing herein should be construed as legal, tax, financial, or investment advice.

Information contained herein is subject to completion or amendment. The Debtor reserves the right to file an amended Plan and related disclosure statement from time to time, subject to the terms of the Plan, the Bankruptcy Code and applicable Bankruptcy Rules. The effectiveness of the Plan is subject to several conditions precedent. There is no assurance that these conditions will be satisfied or waived. The Debtor expressly disclaims any obligation to update or revise any information contained herein, except as required by applicable law or order of the Bankruptcy Court. No person has been authorized by the Debtor in connection with the Plan or the solicitation thereof to give any information or to make any representation other than as contained in this Combined Disclosure Statement and Plan and the Exhibits, notices and schedules attached to or incorporated by reference or referred to in this Combined Disclosure Statement and Plan, and, if given or made, such information or representation may not be relied upon as having been authorized by the Debtor.

Except where specifically noted, the financial information contained herein has not been audited by a certified public accountant and has not been prepared in accordance with generally accepted accounting principles. Any financial projections, while presented with numerical specificity, necessarily were based on a variety of estimates and assumptions that are inherently uncertain and may be beyond the control of the Debtor's management. Actual results may differ materially from those set forth in such projections, and no representation or warranty is made as to the achievability of such projections. Certain information contained herein may constitute forward-looking statements within the meaning of applicable securities laws, which are subject to risks and uncertainties. Important factors that may affect actual results and cause the management forecasts not to be achieved include, but are not limited to, risks and uncertainties relating to the Debtor's business (including its ability to achieve strategic goals, objectives, and targets over applicable periods), industry performance, the regulatory environment, general business and economic conditions, the effects of the Chapter 11 Case (including the Debtor's ability to confirm and consummate the Plan), the availability of financing, liquidity constraints, changes in applicable law, and other factors, many of which are beyond the Debtor's control and other factors. The Debtor cautions that no representations are made as to the accuracy, completeness, or reliability of these projections, or to the Debtor's ultimate performance compared to the information contained in the forecasts, and the forecasted results will be achieved. Therefore, any financial projections are provided for illustrative purposes only and may not be relied upon as a guarantee, assurance, or representation that actual results will occur or be realized.

This Combined Disclosure Statement and Plan may include "forward-looking statements," all of which are based on various estimates and assumptions that, while

considered reasonable by the Debtor as of the date hereof, are inherently subject to significant business, economic, competitive, regulatory, and other risks and contingencies. Such forward-looking statements are subject to inherent uncertainties. When used in this Combined Disclosure Statement and Plan, the words "may," "will," "could," "expect," "anticipate," "believe," "estimate," "plan," "intend," "aim" and similar expressions generally identify forward-looking statements. The Debtor has based these forward-looking statements on its current views with respect to future events and financial performance as of the date hereof. Actual results could differ materially from those projected in the forward-looking statements for any number of reasons, including those described herein. Although the Debtor believes that its plans, intentions, and expectations reflected in the forward-looking statements are reasonable, it cannot be sure that they will be achieved. These statements are only predictions and are not guarantees of future performance or results. Forward-looking statements are subject to known and unknown risks, uncertainties, and other factors that could cause actual results and performance to differ materially from any future results or performance contemplated by a forward-looking statement, including under the heading "Certain Risk Factors to be Considered Prior To Voting" below and elsewhere in this Combined Disclosure Statement and Plan. Accordingly, the Debtor does not undertake any obligation to, and expressly disclaims any duty to, provide any assurances that its expectations will be realized and cautions that actual results may differ materially from those in the forward-looking statements. All forward-looking statements attributable to the Debtor or persons or Entities acting on its behalf are expressly qualified in their entirety by the cautionary statements set forth in this Combined Disclosure Statement and Plan and the documents incorporated by reference herein. Forward-looking statements speak only as of the date on which they are made. Except as required by law, the Debtor expressly disclaims any obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events, or otherwise and undertakes no duty to publicly announce any such changes.

INTRODUCTION

Shannon Wind, LLC hereby proposes this Plan for, among other things, the resolution of the outstanding Claims against, and Existing Equity Interests in, the Debtor. The Debtor is the proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. This Combined Disclosure Statement and Plan contains, among other things, a discussion of the Debtor's history, business, assets, events leading up to this Chapter 11 Case, treatment under the Plan, risk factors, projections, and certain other related matters. The Debtor urges all Holders of Claims entitled to vote on the Plan to review this Combined Disclosure Statement and the Plan in full before voting to accept or reject the Plan. There may be other agreements and documents that will be filed with the Bankruptcy Court that are referenced in the Plan and the Plan Supplement as Exhibits. All such Exhibits are incorporated into and are a part of the Plan as if set forth in full herein. Subject to the requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Debtor reserves the right to amend, supplement, amend and restate, modify, revoke or withdraw the Plan prior to the Effective Date.

Pursuant to Bankruptcy Court approved Bidding Procedures, the Debtor is soliciting offers for either (a) all or substantially all of the Debtor's assets pursuant to a

Sale Transaction or (b) the Debtor's New Equity to be acquired pursuant to a New Equity Transaction, all as described in further detail in this Combined Disclosure Statement and Plan. The Debtor reserves the right, in accordance with the Bidding Procedures and subject to Bankruptcy Court approval, to select the highest or otherwise best offer as the Successful Bid (as defined herein) and to proceed with and consummate a Sale Transaction, a New Equity Transaction, or any alternative restructuring transaction, or to abandon any such transaction, in each case as the Debtor determines in the exercise of its business judgment is in the best interests of its estate and stakeholders. No assurance can be given that any transaction will be consummated, or, if consummated, on the terms contemplated herein, and any such transaction may be modified at any time prior to consummation. Proceeds of any such transaction, if consummated, are expected to be used to fund distributions under the Plan, subject to the terms and conditions thereof.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THIS COMBINED DISCLOSURE STATEMENT AND PLAN IN ITS ENTIRETY, AND TO CONSULT WITH AN ATTORNEY, BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.
DEFINITIONS AND INTERPRETATION

A. Definitions.

The following terms shall have the meanings set forth below (such meanings to be equally applicable to both the singular and plural):

1.1. "***510(b) Claim***" means any prepetition Claim that is subject to subordination pursuant to section 510(b) of the Bankruptcy Code or otherwise.

1.2. "***Administrative Bar Date***" means the deadline for filing all requests for allowance and payment of Administrative Expense Claims, other than claims under section 503(b)(9) of the Bankruptcy Code, which, except in the case of Professional Fee Claims, shall be thirty (30) days after the Effective Date. Professional Fee Claims shall be filed in accordance with the provisions of Section 2.2 herein.

1.3. "***Administrative Expense Claim***" means a Claim for costs and expenses of administration of the Chapter 11 Case Allowed under Bankruptcy Code sections 503(b), 507(a)(2), 507(b), or, if applicable, 1114(e)(2), including, but not limited to: (a) any actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estate and operating the business of the Debtor; (b) compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under Bankruptcy Code sections 328, 330, 331, 363, or 503(b) to the extent incurred on or before the Effective Date; (c) all U.S. Trustee Fees; (d) any 503(b)(9) Claims; and (e) any Claims that have been designated "Administrative Claims" by Final Order of the Bankruptcy Court.

1.4. "***Administrative Expense Claim Objection Deadline***" has the meaning set forth in Section 2.1 herein.

1.5. "***Affiliate***" has the meaning set forth in section 101(2) of the Bankruptcy Code as if such Entity were a debtor in a case under the Bankruptcy Code.

1.6. "***Allowed***" means, with respect to a Claim under this Plan, except as otherwise provided herein: (a) a Claim that is evidenced by a Proof of Claim or Proof of Interest filed by the Bar Date or a request for payment of an Administrative Expense Claim filed by the Administrative Bar Date, as applicable (or for which Claim a Proof of Claim or Proof of Interest is not required under the Plan, the Bankruptcy Code, or a Final Order); (b) a Claim that is scheduled by the Debtor as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim or Proof of Interest, as applicable, has been timely filed; or (c) a Claim allowed for purposes of distributions in this Bankruptcy Case pursuant to the Plan or a Final Order; provided, that with respect to a Claim described in clauses (a) and (b) above, such Claim shall be Allowed only if and to the extent that with respect to such Claim no objection to the allowance thereof is interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim has been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no contrary or superseding Proof of Claim or Proof of Interest is or has been timely filed, or that is not or has not been Allowed by a Final Order, is not considered Allowed and shall be expunged without further action by the Debtor and without further notice to any party or action, approval, or order of the Bankruptcy Court. Unless expressly waived by the Plan, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes the Debtor or Reorganized Debtor, as applicable. For the avoidance of doubt, a Proof of Claim or Proof of Interest filed after the Bar Date or a request for payment of an Administrative Expense Claim filed after the Administrative Bar Date, as applicable, shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-filed Claim. "Allow" and "Allowing" shall have correlative meanings.

1.7. "***Assumed Contracts***" means those Executory Contracts and Unexpired Leases that are to be (i) designated by the Successful Bidder to be assumed by the Debtor and continue in force with the Reorganized Debtor in the event of a New Equity Transaction pursuant to and as set forth in any applicable New Equity Documents, the Bidding Procedures Order, or this Plan; (ii) designated by the Successful Bidder to be assumed by the Debtor and assigned to the Successful Bidder or its designee in the event of a Sale Transaction pursuant to and as set forth in any applicable Sale Documents, the Bidding Procedures Order, or this Plan; or (iii) designated by the Debtor to be assumed by the Debtor and/or assigned to the Liquidation Trust or Wind Down Debtor, as applicable, pursuant to and as set forth in any applicable Definitive Documents, the Plan Supplement, or this Plan.

1.8. "***Assumed Liabilities***" has the meaning set forth in any Sale Documents or New Equity Documents (or other such similar term as may be used in such Sale Documents or New Equity Documents).

1.9. "***Assumption and Assignment Notice***" has the meaning provided in the Bidding Procedures Order.

1.10. "***Auction***" means an auction (if any), conducted by the Debtor pursuant to the terms and conditions of the Bidding Procedures, to solicit bids for a Sale Transaction or New Equity Transaction.

1.11. "***Avoidance Actions***" means any and all avoidance, recovery, subordination, or other claims, actions or remedies that may be brought by or on behalf of the Debtor or the Estate or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under chapter 5, and section 724(a) of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws, other than any such claims, actions, or remedies against a Released Party.

1.12. "***Ballot***" means the form distributed by the Debtor or the Claims Agent to Holders of impaired Claims entitled to vote on this Plan on which the acceptance or rejection of this Plan is to be indicated.

1.13. "***Bankruptcy Code***" means title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Case.

1.14. "***Bankruptcy Court***" means the United States Bankruptcy Court for the Southern District of Texas, or any other court exercising competent jurisdiction over the Chapter 11 Case or any proceeding therein.

1.15. "***Bankruptcy Rules***" means (a) the Federal Rules of Bankruptcy Procedure, as promulgated by the Supreme Court of the United States under section 2075 of title 28 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Case, (b) the Local Rules, and (c) any chambers rules of the Bankruptcy Court.

1.16. "***Bar Date***" means the applicable date established by the Bankruptcy Court under the Bar Date Order by which Proofs of Claim and Interests must be filed.

1.17. "***Bar Date Order***" means the *Order Updating Deadlines for the Filing of Proofs of Claim, Including Requests for Payment Under Section 503(b)(9); (II) Approving the Form and Manner for Filing Proofs of Claim; (III) Approving the Form and Manner of Notice Thereof, Including Section 503(b)(9) Requests; and (IV) Granting Related Relief* [ECF No. 111].

1.18. "***Bidding Procedures***" means procedures pursuant to the Bidding Procedures Order governing the submission and evaluation of bids to purchase all or substantially all of the Debtor's assets pursuant to a Sale Transaction or the New Equity pursuant to a New Equity Transaction.

1.19. "***Bidding Procedures Order***" means the *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, Court approving the Bidding Procedures [ECF No. 66].

1.20. **"*Blue Sky Laws*"** means any state or local laws, rules, or regulations of any governmental authority of any state of the United States governing the registration, qualification, or offering of securities.

1.21. "***Business Day***" means any day other than a Saturday, Sunday, a "legal holiday," as defined in Bankruptcy Rule 9006(a), or a day on which banks are not open for general business in New York, New York.

1.22. "***Cash***" means the legal currency of the United States and equivalents thereof.

1.23. **"*Cash Collateral Budget*"** means the "Budget" or "Supplemental Budget," as applicable, as such terms are defined in the Final Cash Collateral Order.

1.24. "***Cash Collateral Motion"*** means the *Emergency Motion of Debtor for Interim and Final Orders (I) Authorizing the Debtor to Use Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; and (III) Granting Related Relief* [ECF No. 15].

1.25. "***Causes of Action***" means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws).

1.26. **"*CEI*"** means Citigroup Energy Inc.

1.27. "***Chapter 11 Case***" means the case under chapter 11 of the Bankruptcy Code to be commenced by the Debtor on the Petition Date in the Bankruptcy Court.

1.28. "***Citibank****"* means Citibank, N.A., as first lien administrative and collateral agent and second lien collateral agent under the Credit Documents.

1.29. "***Claim***" means any "claim" as defined in section 101(5) of the Bankruptcy Code against the Debtor or property of the Debtor, including any Claim arising after the Petition Date.

1.30. "***Claims Agent***" means Kurtzman Carson Consultants, LLC d/b/a Verita Global in its capacity as noticing, claims and solicitation agent for the Debtor pursuant to *the Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC dba Verita Global as Claims, Noticing, and Solicitation Agent* [ECF No. 6].

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

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

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

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

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

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

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

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

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

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

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

1.42. "***Cure Amount***" has the meaning set forth in Section 11.3 of this Plan.

1.43. "***Cure Dispute***" has the meaning set forth in Section 11.3 of this Plan.

1.44. "***D&O Liability Insurance Policies***" means, collectively, all insurance policies (including any "tail policies" and all agreements, documents, or instruments related thereto) issued at any time to or providing coverage to the Debtor for current or former directors', managers', and officers' liability.

1.45. "***Debtor***" means Shannon Wind, LLC.

1.46. **"*Definitive Documents"*** means (a) this Combined Disclosure Statement and Plan; (b) the Confirmation Order; (c) the Conditional Approval and Procedures Order; (d) the Plan Supplement (as it may be amended); (e) the Liquidation Trust Agreement; (f) the Sale Documents and any and all other documentation required to consummate or close the Sale Transaction, if applicable; (g) the New Equity Documents and any and all other documentation required to implement, issue, and distribute the New Equity, if applicable; (h) the New Organizational Documents; and (i) any other agreements, documentation or instruments necessary or advisable to implement, consummate, or document the Restructuring Transactions, or any other transactions contemplated by the Plan (in each case, including all exhibits, schedules, amendments, modifications, supplements, appendices, annexes, instructions, and attachments thereto).

1.47. "***Disallowed***" means a finding or conclusion of law of the Bankruptcy Court in a Final Order, or provision in the Confirmation Order, disallowing a Claim or Interest.

1.48. "***Disbursing Agent***" means, as applicable, 1.49. the Debtor, solely with respect to distributions that are required to be made prior to or on the Effective Date as contemplated under the Plan, 1.50. the Plan Administrator with respect to any amounts to be distributed from the Liquidation Trust, or 1.51. the Entity designated by the Debtor or Plan Administrator, as applicable, who may be the Claims Agent, to make distributions under this Plan.

1.52. "***Disclosure Statement***" means the disclosure statement, as amended, supplemented or modified from time to time, that is embodied within this Combined Disclosure Statement and Plan and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable law.

1.53. "***Disputed Claim***" means, as of any relevant date, any Claim, or any portion thereof: (a) that is not an Allowed Claim as of the relevant date; and/or (b) is otherwise disputed by the Debtor or the Plan Administrator, as applicable, in accordance with applicable law or contract, which dispute has not been withdrawn, resolved or overruled; or (c) for which a Proof of Claim has been timely filed with the Bankruptcy Court or a written request for payment has been made, to the extent the Debtor or any party in interest has interposed a timely objection or request for estimation, which objection or request for estimation has not been withdrawn or determined by a Final Order as of the relevant date.

1.54. "***Distribution Date***" means: (a) with respect to Administrative Expense Claims, Priority Non-Tax Claims, Priority Tax Claims, Other Secured Claims, and U.S. Trustee Fees, the

date that is the latest of: (i) the Effective Date; (ii) the date such Claim would be due and payable in the ordinary course of business; and (iii) any date that is within thirty (30) days after such Claim becomes an Allowed Claim or otherwise becomes payable under this Plan (or, if such date is not a Business Day, on the next Business Day thereafter); (b) with respect to Fee Claims, the date (or as soon thereafter as reasonably practicable) that such Claims become Allowed Claims; and (c) with respect to all other Claims, the date when distributions shall be made under the Plan; provided, however, notwithstanding the designation of a date for distributions under this Plan, the Debtor and Plan Administrator reserve all rights to object to any Claims or Interests unless such Claims or Interests are Allowed in accordance with the terms of this Plan.

1.55. "***Distribution Record Date***" means the date for determining which Holders of Claims are eligible to receive distributions under the Plan, which date shall be the Confirmation Date.

1.56. "***Effective Date***" means the date specified by the Debtor in a notice filed with the Bankruptcy Court as the date on which this Plan shall take effect, which date shall be the first Business Day on which all of the conditions set forth in Section 12.2 of this Plan have been satisfied or waived and no stay of the Confirmation Order is in effect.

1.57. **"*Energy Hedge Agreements***" has the meaning provided in Section 5.3 of this Combined Disclosure Statement and Plan.

1.58. **"*Energy Hedge Obligations***" means all obligations owing by the Debtor to the Prepetition Secured Parties under the Energy Hedge Agreements, including any early termination amounts, liquidated damages arising, tracking account obligations, and any additional fees, costs, and expenses (including advisory fees) owing under or in connection therewith.

1.59. "***Entity***" has the meaning set forth in section 101(15) of the Bankruptcy Code.

1.60. "***Equity Interest***" means collectively, the shares (or any class thereof) of limited liability company interests, and any other equity, ownership, membership, or profits interests of the Debtor, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of capital stock (including common stock and preferred stock), limited liability company interests, or other equity, ownership, membership, or profits interests of the Debtor.

1.61. "***Estate***" means the estate created in the Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

1.62. "***Excluded Assets***" has the meaning set forth in any Sale Documents or New Equity Documents (or other such similar term as may be used in such Sale Documents or New Equity Documents).

1.63. "***Exculpated Party***" means the Debtor, to the maximum extent permitted by law.

1.64. "***Exculpation***" means the exculpation provision set forth in Article XIII of the Plan.

1.65. "***Executory Contract***" means a contract to which the Debtor is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

1.66. "***Existing Equity Interests***" means the Equity Interests in the Debtor existing as of the Effective Date.

1.67. "***Fee Claim***" means a Claim by a Professional Person for compensation, indemnification or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) or 1103(a) of the Bankruptcy Code in connection with the Chapter 11 Case, including in connection with final fee applications of such Professional Persons.

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

1.69. "***Final Order***" means an order, ruling or judgment of the Bankruptcy Court entered by the Clerk of the Bankruptcy Court on the docket in the Chapter 11 Case (or by the clerk of such other court of competent jurisdiction on the docket of such court), which has not been reversed, vacated, or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for a new trial, reargument, or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; provided that no order or judgment shall fail to be a Final Order solely because of the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure has been or may be filed with respect to such order or judgment; provided, further, that no order or judgment shall fail to be a Final Order solely because of the susceptibility of a Claim to a challenge under section 502(j) of the Bankruptcy Code.

1.70. "***General Unsecured Claim***" means any unsecured Claim, other than an Administrative Expense Claim, a Priority Non-Tax Claim, or a Priority Tax Claim, including, without limitation, Claims arising from the rejection of Executory Contracts and Unexpired Leases, and Claims arising from any litigation or other court, administrative or regulatory proceeding, including damages or judgments entered against, or settlement amounts owing by, the Debtor in connection therewith.

1.71. "***Governmental Bar Date***" means July 24, 2026, at 5:00 p.m., prevailing Central Time.

1.72. "***Governmental Unit***" has the meaning set forth in section 101(27) of the Bankruptcy Code.

1.73. "***GUC Recovery Contribution***" means the lesser of 1.74. $150,000.00 or 1.75. Cash sufficient to satisfy all General Unsecured Claims, which amount shall be funded from the

Debtor's Cash on hand and Restructuring Transaction Proceeds on the Effective Date and contributed to the Liquidation Trust. The GUC Recovery Contribution is a contribution by the Prepetition Secured Parties to the Liquidation Trust from the proceeds of Collateral securing the Prepetition Secured Obligations.

1.76. "***Holder***" means any Entity or Person holding a Claim or Interest.

1.77. "***Interests***" means the Equity Interests.

1.78. **"*Lien*"** has the meaning set forth in section 101(37) of the Bankruptcy Code.

1.79. **"*Liquidation Analysis*"** means the liquidation analysis that will be included in the Plan Supplement.

1.80. "***Liquidation Trust***" shall mean the trust established under this Plan and the Liquidation Trust Agreement to hold legal and equitable title to the Liquidation Trust Assets.

1.81. "***Liquidation Trust Agreement***" shall mean the trust agreement in the form and substance reasonably acceptable to the Debtor, that, together with the terms of the Plan, establishes the Liquidation Trust and governs the powers, duties, and responsibilities of the Plan Administrator as trustee for the Liquidation Trust. The Liquidation Trust Agreement shall be filed as part of the Plan Supplement.

1.82. "***Liquidation Trust Assets***" shall consist of the following: (i) all Retained Causes of Action, and proceeds thereof, belonging to the Debtor or its Estate that are not sold to a Successful Bidder pursuant to the Sale Documents or retained by the Reorganized Debtor pursuant to the New Equity Documents, as applicable; (ii) the GUC Recovery Contribution; (iii) the Net Restructuring Transaction Proceeds remaining, if any, after the distribution on account of the Prepetition Secured Obligations as provided in Section 4.3; (iv) all assets recovered by the Plan Administrator on behalf of the Liquidation Trust on or after the Effective Date through enforcement, resolution, settlement, collection, return, or otherwise; (v) all Excluded Assets; (vi) any proceeds of the foregoing; and (vii) any proceeds resulting from the Plan Administrator's investment of the Liquidation Trust Assets on or after the Effective Date. For the avoidance of doubt, 1.83. all Causes of Action that are against Released Parties shall not be Liquidation Trust Assets, 1.84. the Professional Fee Escrow Account shall not be a Liquidation Trust Asset unless and until all Allowed Professional Fee Claims and Prepetition Secured Obligations are satisfied in full, and 1.85. the Wind Down Account shall be a Liquidation Trust Asset and the funds in such account shall be distributed as provided herein, including Sections 2.1, 4.1, and 8.7.

1.86. **"*Liquidation Trust Expenses*"** shall mean all reasonable legal and other fees and expenses incurred by the Plan Administrator on account of administration of the Liquidation Trust, including, without limitation, reasonable attorneys' fees and expenses, insurance costs, taxes, escrow expenses and all other costs of administering the Liquidation Trust in accordance with the Plan and the Liquidation Trust Agreement.

1.87. **"*Liquidation Trust Interests*"** shall mean the non-transferable interests in the Liquidation Trust issued to the Liquidation Trust beneficiaries pursuant to this Plan and the Liquidation Trust Agreement.

1.88. "***Local Rules***" means the Bankruptcy Local Rules for the Southern District of Texas.

1.89. **"*Net Restructuring Transaction Proceeds*"** means the Debtor's Cash on hand as of the Effective Date, *plus* the Restructuring Transaction Proceeds, *less* 1.90. the Professional Fee Escrow Amount to be deposited in the Professional Fee Escrow Account, 1.91. the Wind Down Amount to be deposited in the Wind Down Account, and 1.92. the GUC Recovery Contribution to be contributed to the Liquidation Trust.

1.93. **"*New Equity*"** means, in the event the Successful Bid is for a New Equity Transaction, the membership interests in the Reorganized Debtor to be sold to the Successful Bidder under the terms of this Plan, the New Organizational Documents, the New Equity Documents, and the other applicable Definitive Documents.

1.94. **"*New Equity Documents*"** means one or more membership interest purchase agreements, subscription agreements, equity commitment agreements, or other agreements, instruments, pleadings, orders and related documents, including, without limitation, the applicable list of Assumed Contracts, pursuant to which the Debtor implements and consummates any New Equity Transaction.

1.95. "***New Equity Transaction***" means the sale of 100% of the New Equity to the Successful Bidder pursuant to the terms of this Plan, the New Organizational Documents, and the other applicable Definitive Documents.

1.96. "***New Organizational Documents***" means the new Organizational Documents of the Reorganized Debtor, to be entered into on the Effective Date, as part of the New Equity Transaction, including any necessary certificate of incorporation, limited liability company agreement, operating agreement, or similar agreements.

1.97. "***Non-Debtor Releasing Party***" means any Releasing Party that is not the Debtor.

1.98. "***Organizational Documents***" means, with respect to any Person other than a natural person, the documents by which such Person was organized or formed (such as a certificate of incorporation, certificate of formation, certificate of limited partnership, or articles of organization) or which relate to the internal governance of such Person (such as by-laws or a partnership agreement, or an operating, limited liability company or members agreement).

1.99. "***Other Priority Claim***" means any Claim other than an Administrative Expense Claim or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

1.100. "***Other Secured Claim***" means any Secured Claim against the Debtor other than the Prepetition Secured Obligations.

1.101. "***Person***" has the meaning set forth in section 101(14) of the Bankruptcy Code and also means any individual, corporation, partnership, association, indenture trustee, limited liability company, cooperative, organization, joint stock company, joint venture, estate, fund, trust, unincorporated organization, Governmental Unit or any political subdivision thereof, or any other Entity or organization of whatever nature.

1.102. "***Petition Date***" means the date on which the Debtor commenced the Chapter 11 Case.

1.103. "***Plan***" means this plan under chapter 11 of the Bankruptcy Code, that is embodied in this Combined Disclosure Statement and Plan, together with any amendments or modifications hereto as the Debtor may file hereafter in accordance with the terms of this Plan.

1.104. "***Plan Administrator***" means Accordion Partners, LLC, which shall act as the trustee of the Liquidation Trust and shall be responsible for reconciling Claims after the Effective Date, effectuating distributions from the Liquidation Trust Assets on account thereof, and providing all related services, including the services set forth in Article VIII of the Plan.

1.105. "***Plan Assumed Contracts List***" means the list or lists of Assumed Contracts that may be designated for assumption or assumption and assignment pursuant to the Plan, which may be included in preliminary form in the Plan Supplement.

1.106. "***Plan Documents***" means the documents, other than this Plan, to be executed, delivered, assumed, and/or performed in connection with the consummation of this Plan, including the documents to be included in the Plan Supplement and any and all exhibits to this Plan and the Disclosure Statement, each of which shall be in form and substance reasonably acceptable to CEI.

1.107. "***Plan Supplement***" means any compilation of documents and forms of documents (including term sheets), agreements, schedules, and exhibits to the Plan, each of which shall be in form and substance reasonably acceptable to CEI, including (i) the New Organizational Documents, (ii) the Schedule of Retained Causes of Action, (iii) the Restructuring Transactions Memorandum, (iv) the Liquidation Trust Agreement, (v) the Plan Assumed Contracts List, and (vi) any and all other documents necessary to effectuate the Restructuring Transactions or that are contemplated by the Plan, which shall be filed by the Debtor on or before the Plan Supplement Deadline, and additional documents, if any, filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement.

1.108. ***"Plan Supplement Deadline"*** means the deadline established by the Bankruptcy Court for the filing of the Plan Supplement.

1.109. "***Prepetition Secured Obligations***" means any Claim on account of the Energy Hedge Obligations and Senior Secured Promissory Note Obligations under or pursuant to the Credit Documents, including (i) prepetition accrued and unpaid principal, interest and fees and expenses (including professional fees) payable under the Credit Documents, and (ii) to the extent of the value of collateral securing such Prepetition Secured Obligations, postpetition interest and professional fees.

1.110. "***Prepetition Secured Parties***" means, collectively and individually, Citibank, as first lien administrative and collateral agent and second lien collateral agent under the Credit Documents, and CEI.

1.111. "***Priority Non-Tax Claim***" means any Claim, other than an Administrative Expense Claim, a Fee Claim or a Priority Tax Claim, entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code.

1.112. "***Priority Tax Claim***" means any Claim of a Governmental Unit of the kind entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.113. "*Post-Closing Assumed Contracts List*" has the meaning provided in Section 11.2.

1.114. "*Pro Rata*" means, unless indicated otherwise, the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that respective Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

1.115. "***Professional Fee Claim***" means any Claim by a Professional Person for compensation for services rendered or reimbursement of expenses incurred by such Professional Person on or after the Petition Date through and including the Confirmation Date under sections 328, 330, 331, 503(b)(2), 503(b)(4), or 503(b)(5) of the Bankruptcy Code (including transaction and success fees) to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional Person's requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim.

1.116. "***Professional Fee Escrow Account***" means an account funded by the Debtor with Cash no later than the Effective Date in the amount equal to the Professional Fee Escrow Amount.

1.117. "***Professional Fee Escrow Amount***" means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses the Professional Persons have incurred or will incur in rendering services in connection with the Chapter 11 Case prior to and as of the Effective Date, which shall be estimated pursuant to the method set forth in Article II of the Plan.

1.118. "***Professional Person(s)***" means all Persons (a) retained by order of the Bankruptcy Court in connection with the Chapter 11 Case, pursuant to sections 327, 328, 363, or 1103 of the Bankruptcy Code, excluding any ordinary course professionals retained pursuant to an order of the Bankruptcy Court, or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

1.119. "***Proof of Claim***" means a proof of Claim filed by a Holder of a Claim against the Debtor in the Chapter 11 Case.

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

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

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

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

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

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

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

1.127. "***Restructuring Transactions Memorandum***" means, solely in the event of the New Equity Transaction, a document to be included in the Plan Supplement that will set forth the material components of the Restructuring Transactions, including a summary of any transaction steps necessary to complete the Plan, which shall be in form and substance reasonably acceptable to CEI.

1.128. "***Restructuring Transaction Proceeds***" means all proceeds from consummation of the Sale Transaction or New Equity Transaction, as applicable, that are distributable or payable to the Estate, which proceeds shall consist of Cash.

1.129. "*Retained Causes of Action"* means all Causes of Actions, rights and claims described in the Schedule of Retained Causes of Action filed with the Plan Supplement.

1.130. "***Sale Documents***" means one or more asset purchase agreements, transition services agreements, other agreements, instruments, pleadings, orders and related documents, including, without limitation, the assignment and transfer of the applicable list of Assumed Contracts and bills of sale, pursuant to which the Debtor implements and consummates any Sale Transaction, which shall be in form and substance reasonably acceptable to CEI.

1.131. "***Sale Order***" means the order entered by the Bankruptcy Court authorizing and approving the Sale Transaction, each of which shall be in form and substance reasonably acceptable to CEI and the Successful Bidder.

1.132. "***Sale Process***" means the sale process conducted in accordance with the Bidding Procedures Order.

1.133. "***Sale Transaction***" means a sale of all or substantially all the assets of the Debtor, which may be through one or more sale of the assets of the Debtor, pursuant to the terms of this Plan, the Sale Documents, and the other applicable Definitive Documents.

1.134. "*Schedules"* means, collectively, the schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs filed by the Debtor pursuant to section 521 of the Bankruptcy Code and in substantial conformance with the official bankruptcy forms, as the same may have been amended, modified, or supplemented from time to time.

1.135. "***Schedule of Retained Causes of Action***" means the schedule of Retained Causes of Action, including any Retained Causes of Action that shall vest in the Reorganized Debtor or Liquidation Trust, as applicable, on the Effective Date, which will be contained in the Plan Supplement, which shall be in form and substance reasonably acceptable to CEI.

1.136. "***Secured Claim***" means a Claim: (a) that is secured by a valid, perfected and enforceable Lien on Collateral, to the extent of the value of the Claim Holder's interest in such Collateral as of the Confirmation Date; (b) to the extent that the Holder thereof has a valid right of setoff pursuant to section 553 of the Bankruptcy Code; or (c) otherwise Allowed pursuant to the Plan or order of the Bankruptcy Court as a secured claim.

1.137. "***Securities Act***" means the Securities Act of 1933, as amended.

1.138. **"*Senior Secured Promissory Note*"** means that certain Senior Secured Promissory Note in the principal amount of $5,000,000.00 executed by the Debtor in favor of CEI as energy hedge provider, and Citibank as first lien administrative and collateral agent.

1.139. "***Successful Bid***" means the bid(s), that the Debtor determines, in accordance with the Bidding Procedures, to be the highest and otherwise best offer for the benefit of the Estate under the Bidding Procedures, for either (i) all or substantially all of the Debtor's assets pursuant to a Sale Transaction or (ii) the New Equity to be acquired pursuant to a New Equity Transaction.

1.140. "***Successful Bidder***" means any Entity or Entities whose bid(s) for all or substantially all of the Debtor's assets or New Equity is determined to be the Successful Bid. For the avoidance of doubt, the Successful Bidder may be more than one Entity, submitting one or more bids, and if applicable, use of the term "Successful Bidder" herein may be read as "Successful Bidders." Where a Successful Bidder has consent rights (or is referenced) under the Plan, such consent rights (or reference) only apply to the extent such consent right (or reference) relates to the respective Successful Bidder's Restructuring Transaction.

1.141. **"*Supplemental Assumption and Assignment Notice*"** has the meaning provided in the Bidding Procedures Order.

1.142. "***Supplemental Plan Assumed Contracts List***" has the meaning set forth in Section 11.3 of this Plan.

1.143. "***Third-Party Release***" means the third-party release set forth in Article XIII of this Plan.

1.144. ***"Third-Party Release Opt-Out Election"*** means the election to be made by Holders of Claims by checking the relevant box on their Ballots or submitting a Third-Party Release Opt-Out Form.

1.145. **"*Third-Party Release Opt-Out Form"*** means the form to be submitted by Holders of Claims that do not receive or submit Ballots in accordance with the Solicitation Procedures Order.

1.146. "***Unexpired Lease***" means a lease to which the Debtor is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

1.147. "***U.S. Trustee***" means the United States Trustee for Region 7.

1.148. "***U.S. Trustee Fees***" means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

1.149. ***"Wind Down"*** means the administration and wind down of any remaining affairs of the Estate, as well as the dissolution and liquidation of the Wind Down Debtor's Estate, if applicable, after the Effective Date.

1.150. "***Wind Down Account***" means an account funded by the Debtor with Cash no later than the Effective Date, in the amount consistent with the Wind Down Budget, and administered thereafter by the Plan Administrator.

1.151. "***Wind Down Amount***" means, an amount funded from the Debtor's Cash on hand and Restructuring Transaction Proceeds on the Effective Date that is sufficient to fund (a) the payment in full of Allowed Administrative Expense Claims, Allowed Priority Tax Claims, and Allowed Other Priority Claims to the extent not otherwise assumed by the Successful Bidder or Reorganized Debtor under any Definitive Documents, (b) the costs to wind down the Estate and Chapter 11 Case and administer the Liquidation Trust in accordance with the Wind Down Budget.

1.152. "***Wind Down Budget***" means a budget, which shall be in form and substance reasonably acceptable to CEI, for the reasonable activities and expenses to be incurred by the Plan Administrator in winding down the Chapter 11 Case and administering the Liquidation Trust, which shall be set forth in the Plan Supplement, as it may be amended by the Debtor prior to the Effective Date.

1.153. "***Wind Down Debtor***" means, on or after the Effective Date, the Debtor if it is not a Reorganized Debtor pursuant to and under a New Equity Transaction.

B. Interpretation; Application of Definitions and Rules of Construction.

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in, or exhibit to, this Plan. The words "herein," "hereof," "hereto,", "hereunder," and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein. 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, will include both the singular and the plural. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of this Plan. Any reference in this Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented. References to "Proofs of Claim," "Holders of Claims," "Disputed Claims," and the like shall include "Proofs of Equity Interests," "Holders of Interests," "Disputed Interests," and the like, as applicable. Subject to the provisions of any contracts, certificates or articles of incorporation, instruments, releases, or other agreements or documents entered into in connection with this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and Bankruptcy Rules. The captions and headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Any reference to an Entity as a Holder of a Claim or Interest includes that

Entity's successors and assigns. Any reference to directors or board of directors includes managers, managing members or any similar governing body, as the context requires, and references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company laws.

C. Appendices and Plan Documents.

All Plan Documents and appendices to this Plan are incorporated into this Plan by reference and are a part of this Plan as if set forth in full herein. The documents contained in the exhibits and Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Confirmation Order. Holders of Claims and Interests may inspect a copy of the Plan Documents, once filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours, or via the Claims Agent's website at https://veritaglobal.net/shannon/, or obtain a copy of any of the Plan Documents by a written request sent to the Claims Agent at the following address:

Shannon Wind Ballot Processing Center
c/o KCC dba Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

ARTICLE II.
ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, U.S. TRUSTEE FEES AND PRIORITY TAX CLAIMS

The Plan is the only plan for the Debtor. All Claims and Interests, except Administrative Expense Claims, Fee Claims, U.S. Trustee Fees and Priority Tax Claims, are placed in the Classes set forth in Article III. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Fee Claims, U.S. Trustee Fees and Priority Tax Claims have not been classified, and the Holders thereof are not entitled to vote on this Plan.

A Claim or Interest is placed in a particular Class only to the extent that such Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code. However, a Claim or Interest is placed in a particular Class for the purpose of receiving distributions under this Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest and has not been paid, released or otherwise settled prior to the Effective Date.

2.1. *Administrative Expense Claims.*

(a) Time for Filing Administrative Expense Claims.

The Holder of an Administrative Expense Claim, other than (i) Fee Claims; or (ii) U.S. Trustee Fees that accrued on or before the Effective Date must file with the Bankruptcy Court and serve on the Plan Administrator proof of such Administrative Expense Claim no later than the Administrative Bar Date. Such proof of Administrative Expense Claim must include at a

minimum: (1) the name of the Holder of the Administrative Expense Claim; (2) the asserted amount of the Administrative Expense Claim; (3) the basis of the Administrative Expense Claim; and (4) supporting documentation for the Administrative Expense Claim. **FAILURE TO FILE AND SERVE SUCH PROOF OF ADMINISTRATIVE EXPENSE CLAIM TIMELY AND PROPERLY SHALL RESULT IN SUCH CLAIM BEING FOREVER BARRED AND DISCHARGED. IF FOR ANY REASON ANY SUCH ADMINISTRATIVE EXPENSE CLAIM IS INCAPABLE OF BEING FOREVER BARRED AND DISALLOWED, THEN THE HOLDER OF SUCH CLAIM SHALL IN NO EVENT HAVE RECOURSE TO ANY PROPERTY TO BE DISTRIBUTED PURSUANT TO THE PLAN.**

The Plan Administrator may settle Administrative Expense Claims in the ordinary course of business without further Bankruptcy Court approval. The Debtor, the Wind Down Debtor, or the Plan Administrator, as applicable, may also choose to object to any Administrative Expense Claim no later than sixty (60) days following the filing of an Administrative Expense Claim (the "***Administrative Expense Claim Objection Deadline***"), subject to extensions by the Bankruptcy Court, agreement in writing of the parties, or on motion of a party in interest approved by the Bankruptcy Court. Unless the Debtor, the Wind Down Debtor, or the Plan Administrator, as applicable (or any other party with standing) object to a timely-filed and properly served Administrative Expense Claim, such Administrative Expense Claim will be deemed Allowed in the amount requested after expiration of the Administrative Expense Claim Objection Deadline (as may be extended). In the event that the Debtor, the Wind Down Debtor, or the Plan Administrator object(s) to an Administrative Expense Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court will determine whether such Administrative Expense Claim should be Allowed and, if so, in what amount.

(b) Treatment of Administrative Expense Claims.

Except to the extent that a Holder of an Allowed Administrative Expense Claim agrees to a different treatment, on the applicable Distribution Date, or as soon thereafter as is reasonably practicable, the Holder of such Allowed Administrative Expense Claim shall receive Cash from the Wind Down Account in an amount equal to such Allowed Claim or such other treatment in a manner consistent with section 1129(a)(9) of the Bankruptcy Code; provided, however, that, to the extent consistent with the Cash Collateral Budget, Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtor, as debtor-in-possession, shall be paid in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to, such liabilities; provided, further, that (i) in the event of a New Equity Transaction, notwithstanding any provision of the Plan to the contrary, any Administrative Expense Claim that is designated in the New Equity Documents to be an Assumed Liability of the Reorganized Debtor, shall be assumed by and reinstated against the Reorganized Debtor and shall not be an obligation of the Debtor, its Estate, or the Liquidation Trust; and (ii) in the event of a Sale Transaction, any Administrative Expense Claim that is designated in the Sale Documents to be an Assumed Liability of the Successful Bidder shall be assumed by the Successful Bidder and shall not be an obligation of the Debtor, its Estate, or the Liquidation Trust.

For the avoidance of doubt, any Adequate Protection Superpriority Claims (as defined in the Final Cash Collateral Order) due and owing to the Prepetition Secured Parties shall be deemed satisfied by the distributions to the Prepetition Secured Parties provided in Section 4.3 of the Plan.

2.2. ***Fee Claims.***

(a) Time for Filing Fee Claims.

Any Professional Person seeking allowance of a Fee Claim shall file with the Bankruptcy Court its final application for allowance of compensation for services rendered and reimbursement of expenses incurred on and prior to the Effective Date and in connection with the preparation and prosecution of such final application no later than forty-five (45) calendar days after the Effective Date or such other date as established by the Bankruptcy Court. Objections to such Fee Claims, if any, must be filed and served pursuant to the procedures set forth in the Confirmation Order.

(b) Treatment of Fee Claims.

The Bankruptcy Court shall determine the Allowed amounts of Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and the Confirmation Order. The Plan Administrator shall pay Professional Fee Claims in Cash to such Professional Persons in the amount the Bankruptcy Court allows from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; provided that the Debtor's and the Wind Down Debtor's obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the Allowed amount of Professional Fee Claims owing to the Professional Persons, the Plan Administrator shall pay such amounts from the Liquidation Trust Assets within ten (10) Business Days after entry of the order approving such Professional Fee Claims.

No later than the Effective Date, the Debtor shall establish and fund the Professional Fee Escrow Account with Cash on hand of the Debtor, including any Restructuring Transaction Proceeds, equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained by the Plan Administrator in trust solely for the Professional Persons and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash to the Professional Persons pursuant to one or more orders of the Bankruptcy Court. No Liens, Claims, or other types of interests of any kind shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. No funds held in the Professional Fee Escrow Account shall be property of the Estate of the Debtor, the Reorganized Debtor, the Liquidation Trust, or the Plan Administrator, as applicable. Notwithstanding the foregoing sentence, funding of the Professional Fee Escrow Account will not be reported as a disbursement from the Estate, and disbursements from the Professional Fee Escrow Account on account of payment of Allowed Professional Fee Claims will be reported as disbursements from the Estate on the relevant monthly operating report(s).

When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash to the Professional Persons pursuant to one or more orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall be remitted to the Plan Administrator and contributed to the Liquidation Trust without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity. Any further disbursements of such funds shall be reported in accordance with the Bankruptcy Rules.

The Professional Persons shall deliver to the Debtor a reasonable and good-faith estimate of their unpaid fees and expenses incurred in rendering services to the Debtor (which estimate may include a cushion to cover unexpected or unknown fees) before and as of the Effective Date projected to be outstanding as of the anticipated Effective Date, and shall deliver such estimate no later than three (3) Business Days prior to the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of a Professional Person's final request for payment of Professional Fee Claims filed with the Bankruptcy Court, and such Professional Persons are not bound to any extent by the estimates. If a Professional Person does not provide an estimate, the Debtor may estimate the unpaid and unbilled fees and expenses of such Professional Person for inclusion in the Professional Fee Escrow Amount. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtor to determine the amount to be funded to the Professional Fee Escrow Account; provided that the Plan Administrator shall use Liquidation Trust Assets to increase the amount of the Professional Fee Escrow Account to the extent fee applications are filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

Following the Effective Date, the Plan Administrator shall have authority with respect to matters related to Professional Fee Claim requests by Professional Persons, if any, acting at their direction in accordance with the terms of the Plan.

2.3. ***Priority Tax Claims.***

(a) Time for Filing Priority Tax Claims.

The Holder of a Priority Tax Claim must file with the Bankruptcy Court and serve on the Wind Down Debtor, if applicable, the Plan Administrator, the Claims Agent, and the U.S. Trustee, proof of such Priority Tax Claim by the Governmental Bar Date. Such proof of Priority Tax Claim must include at a minimum: (1) the name of the Holder of the Priority Tax Claim; (2) the asserted amount of the Priority Tax Claim; (3) the basis of the Priority Tax Claim; and (4) supporting documentation for the Priority Tax Claim. **FAILURE TO FILE AND SERVE SUCH PROOF OF PRIORITY TAX CLAIM TIMELY AND PROPERLY SHALL RESULT IN SUCH CLAIM BEING FOREVER BARRED AND DISCHARGED. IF FOR ANY REASON ANY SUCH PRIORITY TAX CLAIM IS INCAPABLE OF BEING FOREVER BARRED AND DISALLOWED, THEN THE HOLDER OF SUCH CLAIM SHALL IN NO EVENT HAVE RECOURSE TO ANY PROPERTY TO BE DISTRIBUTED PURSUANT TO THE PLAN.**

(b) Treatment of Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to less favorable treatment, each Holder of an Allowed Priority Tax Claim shall receive, in exchange for full and final satisfaction, settlement, release, and the discharge of each Allowed Priority Tax Claim, either: (a) on the applicable Distribution Date, or as soon thereafter as is reasonably practicable, Cash from the Wind Down Account in an amount equal to such Claim; or (b) deferred Cash payments from the Wind Down Account following the Effective Date, over a period ending not later than five (5) years after the Petition Date, in an aggregate amount equal to the Allowed amount of such Priority Tax Claim (with any interest to which the Holder of such Priority Tax Claim may be entitled calculated in accordance with section 511 of the Bankruptcy Code); provided that all Allowed Priority Tax Claims that are not due and payable on or before the Effective Date shall be paid by the Plan Administrator from the Wind Down Account in the ordinary course of business as they become due; provided, further, that (i) in the event of a New Equity Transaction, notwithstanding any provision of the Plan to the contrary, any Priority Tax Claim that is designated in the New Equity Documents to be an Assumed Liability of the Reorganized Debtor, shall be assumed by and reinstated against the Reorganized Debtor and shall not be an obligation of the Debtor, its Estate, or the Liquidation Trust; and (ii) in the event of a Sale Transaction, any Priority Tax Claim that is designated in the Sale Documents to be an Assumed Liability of the Successful Bidder shall be assumed by the Successful Bidder and shall not be an obligation of the Debtor, its Estate, or the Liquidation Trust. On the Effective Date, any Liens securing any Allowed Priority Tax Claims shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order or rule, or the vote, consent, authorization or approval of any Person.

2.4. *U.S. Trustee Fees and Related Reporting Obligations.*

All U.S. Trustee Fees that are due and owing as of the Effective Date shall be paid by the Debtor in full in Cash on the Effective Date. The Debtor or the Plan Administrator shall file all monthly operating reports due prior to the Effective Date when they become due. After the Effective Date, the Wind Down Debtor and/or the Reorganized Debtor, as applicable, shall file with the Bankruptcy Court separate reports when they become due. After the Effective Date, the Wind Down Debtor and/or the Reorganized Debtor, as applicable, shall pay in Cash when due and payable the respective U.S. Trustee Fees allocated to such Wind Down Debtor's or Reorganized Debtor's operations and distributions. For the avoidance of doubt, in the event of a New Equity Transaction, the Debtor, the Wind Down Debtor, the Liquidation Trust, and the Plan Administrator shall not be liable for any U.S. Trustee fees due or payable as a result of the Reorganized Debtor's operations and distributions following the Effective Date.

The Wind Down Debtor, the Reorganized Debtor and/or the Plan Administrator, as applicable, shall remain obligated to pay any applicable U.S. Trustee Fees until the earliest of the closure, dismissal, or conversion of the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code.

The U.S. Trustee shall not be treated as providing any release under the Plan. U.S. Trustee Fees are Allowed. The U.S. Trustee shall not be required to file any Proof of Claim or

any request for administrative expense for U.S. Trustee Fees. The provisions of this paragraph shall control notwithstanding any other provision(s) in the Plan to the contrary.

ARTICLE III.
CLASSIFICATION OF CLAIMS AND INTERESTS

3.1. *Classification of Claims and Interests and Projected Recoveries.*

The following table designates the Classes of Claims against and Interests in the Debtor, and specifies which Classes are: (a) impaired or unimpaired by this Plan; (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code; or (c) deemed to accept or reject this Plan. The table also provides a summary of projected distributions to Holders of Allowed Claims under the Plan.

Class	Designation	Impaired	Entitled to Vote	Estimated Amount of Claims	Projected Recovery
Class 1	Priority Non-Tax Claims	No	No (deemed to accept)	$0.00	100%
Class 2	Other Secured Claims	No	No (deemed to accept)	$0.00	100%
Class 3	Prepetition Secured Obligations Claims[2]	Yes	Yes	$117,559,662.00	80-100%
Class 4	General Unsecured Claims[3]	Yes	Yes	$35,000.00 to $790,000.00	19-100%
Class 5	510(b) Claims[4]	Yes	Yes	$0.00	0%
Class 6	Existing Equity Interests[5]	Yes	Yes	N/A	$0.00 to UNKNOWN

Except for the Claims addressed in Article II above (or as otherwise set forth herein), all Claims and Interests are placed in Classes as set forth above. In accordance with section

[2] Disclosure is based on prepetition balance of Prepetition Secured Obligations Claims, including estimated professional fees, other recoverable expenses, and accrued interest. Total amount of Prepetition Secured Obligations Claims is subject to final agreement by the Debtor and CEI, or order of the Bankruptcy Court, and may be greater than disclosed estimate depending upon allowance of postpetition professional fees, other recoverable expenses, and accrued interest consistent with section 506 of the Bankruptcy Code and the terms of the Plan.

[3] Disclosure is based upon scheduled unsecured claims, with lower end of range representing total of Claims that are not listed in the Schedules as contingent, unliquidated, or disputed and high end of range based on total of all Claims in the relevant Schedules. The Debtor, Wind Debtor, and Plan Administrator reserve all objections to any filed or scheduled Claims.

[4] Class 5 is expected to be vacant and, pursuant to Section 6.3 will likely be eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class.

[5] Class 6 is being solicited on the basis that a residual recovery to Existing Equity Interests is possible under the Plan depending upon the results of the Sale Process and total amount of Restructuring Transaction Proceeds.

1123(a)(1) of the Bankruptcy Code, the Debtor has not classified Administrative Expense Claims, Fee Claims, U.S. Trustee Fees and Priority Tax Claims, as described in Article II.

If a controversy arises regarding whether any Claim is properly classified under the Plan for purposes of voting, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the Holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

THE PROJECTED RECOVERIES SET FORTH ABOVE ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO MATERIAL CHANGE.

The chart above summarizes the projected distributions to holders of Allowed Claims against the Debtor under the Plan. Although every reasonable effort was made to be accurate, the projections of estimated recoveries are only estimates. Any estimates of Claims in this Combined Disclosure Statement and Plan may vary from the final amounts Allowed by the Bankruptcy Court. As a result of the foregoing and other uncertainties which are inherent in the estimates, any estimated recoveries in this Combined Disclosure Statement and Plan may vary from the actual recoveries received. In particular, projected recoveries are materially dependent upon the results of the Debtor's ongoing marketing and Sale Process and the final amount of the Restructuring Transaction Proceeds.

In addition, the ability to receive distributions under the Plan depends upon the ability of the Debtor to obtain confirmation of the Plan and meet the conditions to confirmation and effectiveness of the Plan, as discussed herein. The recoveries set forth above are projected recoveries only and may change based upon changes in the amount of Allowed Claims as well as other factors related to the implementation of the Plan. Reference should be made to the entire Combined Disclosure Statement and Plan for a complete description of the classification and treatment of Allowed Claims against the Debtor.

No representation or warranty, express or implied, is made as to the accuracy or completeness of the projected recoveries, and the Debtor expressly disclaims any obligation to update or revise such projections except as required by applicable law or order of the Bankruptcy Court.

The Debtor urges all Holders of Claims and Interests to read the Certain Risk Factors to be Considered Prior to Voting in Article VII of this Combined Disclosure Statement and Plan. Holders of Claims and Interests are encouraged to conduct their own independent analysis.

3.2. *Unimpaired Classes of Claims.*

The following Classes of Claims are unimpaired and, therefore, deemed to have accepted this Plan and are not entitled to vote on this Plan under section 1126(f) of the Bankruptcy Code:

(a) Class 1: Class 1 consists of all Priority Non-Tax Claims.

(b) Class 2: Class 2 consists of all Other Secured Claims.

3.3. ***Impaired Classes of Claims and Interests.***

The following Classes of Claims are impaired and entitled to vote on this Plan:

(a) Class 3: Class 3 consists of all Prepetition Secured Obligations Claims.

(b) Class 4: Class 4 consists of all General Unsecured Claims.

(c) Class 5: Class 5 consists of all 510(b) Claims.

(d) Class 6: Class 6 consists of all Existing Equity Interests.

3.4. ***Separate Classification of Other Secured Claims.***

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature, each Other Secured Claim, to the extent secured by a Lien on Collateral different than that securing any additional Other Secured Claims, shall be treated as being in a separate sub-Class for the purpose of receiving distributions under this Plan.

ARTICLE IV.
TREATMENT OF CLAIMS AND INTERESTS

4.1. ***Priority Non-Tax Claims (Class 1).***

(a) Treatment: The legal, equitable and contractual rights of the Holders of Allowed Priority Non-Tax Claims are unaltered by the Plan. In full and final satisfaction, compromise, settlement, release, and discharge of each Allowed Priority Non-Tax Claim, except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to a lesser treatment, on the applicable Distribution Date, each Holder of an Allowed Priority Non-Tax Claim shall receive (at the election of the Debtor or Plan Administrator): (i) Cash from the Wind Down Account in an amount equal to such Allowed Claim; or (ii) such other treatment that will render such Allowed Priority Non-Tax Claim unimpaired pursuant to section 1124 of the Bankruptcy Code. Provided, that (i) in the event of a New Equity Transaction, notwithstanding any provision of the Plan to the contrary, any Priority Non-Tax Claim that is designated in the New Equity Documents to be an Assumed Liability of the Reorganized Debtor, shall be assumed by and reinstated against the Reorganized Debtor and shall not be an obligation of the Debtor, its Estate, or the Liquidation Trust; and (ii) in the event of a Sale Transaction, any Priority Non-Tax Claim that is designated in the Sale Documents to be an Assumed Liability of the Successful Bidder shall be assumed by the Successful Bidder and shall not be an obligation of the Debtor, its Estate, the Wind Down Debtor, or the Liquidation Trust.

(b) Voting: Priority Non-Tax Claims are not impaired Claims. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Priority Non-Tax Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject the Plan,

and the votes of such Holders will not be solicited with respect to such Allowed Priority Non-Tax Claims.

4.2. ***Other Secured Claims (Class 2).***

(a) Treatment: The legal, equitable and contractual rights of the Holders of Allowed Other Secured Claims are unaltered by the Plan. In full and final satisfaction, compromise, settlement, release, and discharge of each Allowed Other Secured Claim, except to the extent that a Holder of an Allowed Other Secured Claim agrees to a different treatment, on the applicable Distribution Date each Holder of an Allowed Other Secured Claim shall receive: (i) Cash in an amount equal to such Allowed Claim; or (ii) such other treatment that will render such Other Secured Claim unimpaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that, to the extent consistent with the Cash Collateral Budget, Other Secured Claims incurred by a Debtor in the ordinary course of business may be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto, without further notice to or order of the Bankruptcy Court; provided, further, that (i) in the event of a New Equity Transaction, notwithstanding any provision of the Plan to the contrary, any Other Secured Claim that is designated in the New Equity Documents to be an Assumed Liability of the Reorganized Debtor, shall be assumed by and reinstated against the Reorganized Debtor and shall not be an obligation of the Debtor, its Estate, or the Liquidation Trust; and (ii) in the event of a Sale Transaction, any Other Secured Claim that is designated in the Sale Documents to be an Assumed Liability of the Successful Bidder shall be assumed by the Successful Bidder and shall not be an obligation of the Debtor, its Estate, the Wind Down Debtor, or the Liquidation Trust.

Each Holder of an Allowed Other Secured Claim shall retain the Liens securing its Allowed Other Secured Claim as of the Effective Date until full and final satisfaction of such Allowed Other Secured Claim is made as provided herein. Upon the full payment or other satisfaction of each Allowed Other Secured Claim in accordance with the Plan, the Liens securing such Allowed Other Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person and the Holder of such Claims shall deliver to the Debtor, Reorganized Debtor, or Plan Administrator, as applicable, any Collateral or other property of the Debtor held by such Holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Claims that may be reasonably required to terminate any related financing statements, guaranties, or *lis pendens*, or similar interests or documents. Furthermore, upon full payment or other satisfaction of the foregoing Claims, on or after the Effective Date the Debtor, Reorganized Debtor, or Plan Administrator, as applicable, at its expense, may, in its sole discretion, take any action necessary to terminate, cancel, extinguish, or evidence the release of any and all guaranties, pledges, and other security interests with respect to such Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any guaranties, mortgages, deeds of trust, Liens, pledges, and other security interests, including, without limitation, UCC-3 termination statements.

(b) Deficiency Claims: To the extent that the value of the Collateral securing any Other Secured Claim is less than the Allowed amount of such Other Secured Claim, the undersecured portion of such Allowed Claim shall be treated for all purposes under this Plan as a General Unsecured Claim, only as applicable, and shall be classified and treated as a Class 4 Claim.

(c) Voting: The Other Secured Claims are not impaired Claims. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Other Secured Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Allowed Other Secured Claims.

4.3. ***Prepetition Secured Obligations Claims (Class 3).***

(a) Treatment:

(i) On the Effective Date, as provided in the Final Cash Collateral Order, the Prepetition Secured Obligations shall be Allowed under this Plan in the prepetition principal amount set forth in the Final Cash Collateral Order, plus accrued and unpaid prepetition interest, fees and expenses (including advisory fees) subject to reimbursement under the Credit Documents. In full and final satisfaction, compromise, settlement, release, and discharge of the Prepetition Secured Obligations, except to the extent that the Prepetition Secured Parties agree to less favorable treatment, on the Effective Date, the Prepetition Secured Parties shall receive the Net Restructuring Transaction Proceeds, in Cash, up to the Allowed amount of the Prepetition Secured Obligations, plus postpetition interest and professional fees to the extent of available Net Restructuring Transaction Proceeds; and

(ii) 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) Voting: The Prepetition Secured Obligations are impaired Claims. The Holder of such Claims are entitled to vote to accept or reject the Plan, and the vote of such Holder will be solicited with respect to such Prepetition Secured Obligations.

4.4. *General Unsecured Claims (Class 4).*

(a) Treatment: In full and final satisfaction, compromise, settlement, release, and discharge of each Allowed General Unsecured Claim against the Debtor, except to the extent that a Holder of a General Unsecured Claim agrees to less favorable treatment, on the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed General Unsecured Claim against the Debtor shall receive its Pro Rata share of the Liquidation Trust Interests entitling each holder of Allowed General Unsecured Claims to receive its Pro Rata share of distributions from the Liquidation Trust up to the full Allowed amount of such holder's General Unsecured Claim; provided, that (i) in the event of a New Equity Transaction, notwithstanding any provision of the Plan to the contrary, any General Unsecured Claim that is designated in the New Equity Documents to be an Assumed Liability of the Reorganized Debtor, shall be assumed by and reinstated against the Reorganized Debtor and shall not be an obligation of the Debtor, its Estate, or the Liquidation Trust; and (ii) in the event of a Sale Transaction, any General Unsecured Claim that is designated in the Sale Documents to be an Assumed Liability of the Successful Bidder shall be assumed by the Successful Bidder and shall not be an obligation of the Debtor, its Estate, the Wind Down Debtor, or the Liquidation Trust.

(b) Voting: The General Unsecured Claims against the Debtor are impaired Claims. Holders of such Claims are entitled to vote to accept or reject the Plan, and the votes of such Holders will be solicited with respect to such General Unsecured Claims against the Debtor.

4.5. *510(b) Claims (Class 5).*

(a) Treatment: In full and final satisfaction, compromise, settlement, release, and discharge of each Allowed 510(b) Claim, except to the extent that a Holder of an Allowed 510(b) Claim agrees to less favorable treatment, and conditioned upon satisfaction in full in Cash of all Allowed Claims that are senior to 510(b) Claims 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 a 510(b) Claim against the Debtor shall receive its Pro Rata share of the remaining Cash available for distribution from the Liquidation Trust.

(b) Voting: The 510(b) Claims are impaired Claims. Holders of such Claims are entitled to vote to accept or reject the Plan, and the votes of such Holders will be solicited with respect to such 510(b) Claims.

4.6. *Existing Equity Interests (Class 6).*

(a) Treatment: 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 Claim against the Debtor shall receive its Pro Rata share of the remaining Cash available for distribution from the Liquidation Trust.

(b) Voting: The Existing Equity Interests are impaired Interests. Holders of such Interests are entitled to vote to accept or reject the Plan, and the votes of such Holders will be solicited with respect to such Existing Equity Interests.

ARTICLE V.
BACKGROUND AND DISCLOSURES

5.1. *General Background.*

The Debtor owns a 204.1-megawatt ("***MW***") wind farm in Clay County, Texas (the "***Project***"), which consists of 119 General Electric 1.7-103 wind turbines. The Project began commercial operations in December 2015. The Project is interconnected with and delivers electric energy, capacity, and ancillary services, as applicable, into the Electric Reliability Council of Texas ("***ERCOT***") grid, pursuant to an interconnection agreement with Oncor Electric Delivery Co., and subject to market rules, curtailment, and systems conditions.

The Debtor does not have any employees. Accordion Partners, LLC was hired as an independent contractor to provide professional restructuring and financial advisory services to the Debtor, with John Shepherd of Accordion Partners, LLC being appointed as Chief Restructuring Officer (the "***CRO***") of the Debtor. Consolidated Asset Management Services ("***CAMS***") provides administrative and asset management services for the Project. GE Vernova International LLC ("***GEV***") provides the Debtor operation, monitoring, and maintenance services with respect to the wind turbine generators. Tenaska Power Services Co. ("***Tenaska***") acts as the exclusive qualified scheduling entity and energy manager for the Debtor. Among other things, Tenaska manages all operational functions with ERCOT and markets all the Project's production.

The Project currently has full merchant exposure for its production. Previously, the Debtor had a long-term hedge / fixed-price sale arrangement in place with CEI that functioned as a hedge against the ERCOT spot market (the "***Energy Hedge Agreement – Power***", as defined below). Effective as of September 17, 2025, CEI terminated the Energy Hedge Agreement – Power with the Debtor due to the Debtor's failure to satisfy its obligations thereunder to CEI. The Debtor continues to sell Renewable Energy Certificates ("***RECs***") generated by power produced by the Project to CEI (the "***Energy Hedge Agreement – REC and Capacity***", as defined below).

The Debtor holds long-term control over the real estate encompassing the Project through multiple leases and an easement.

5.2. *The Debtor's Corporate Structure.*

The Debtor is wholly owned by Shannon Wind Holdings, LLC ("***Holdings***"). The Class A "tax equity" interests in Holdings are owned by Citicorp North America, Inc. and MidAmerican Wind Tax Equity Holdings, LLC. The Class B interests in Holdings are owned by

Shannon Partnership Holdings, LLC, which is ultimately owned by Lotus Infrastructure Partners (or its Affiliates, collectively, "***Lotus***"), a private equity firm that targets investments in energy infrastructure assets.

5.3. *The Debtor's Prepetition Capital Structure.*

As of the Petition Date, the Debtor had $5.1 million in funded debt obligations, with an additional approximately $102.9 million owing to CEI under the Debtor's Energy Hedge Agreement - Power, exclusive of accrued and accruing professional fees, as summarized in the table below:

Owed to CEI (000s)	
Energy Hedge Agreement - Power	102,936
Protective Advance Note	5,154
Total Owed to CEI	**108,090**

On or about June 29, 2015, the Debtor and CEI entered into (i) that certain ISDA 2002 Master Agreement, along with various schedules and annexes thereto, and associated Power Confirmation (the "***Energy Hedge Agreement – Power***") and (ii) that certain ISDA 2002 Master Agreement (REC and Capacity Transactions), along with various schedules and annexes thereto (the "***Energy Hedge Agreement – REC and Capacity***" and, collectively with the Energy Hedge Agreement - Power, the "***Energy Hedge Agreements***").

The Energy Hedge Agreements are secured by substantially all assets of the Debtor, as well as a pledge of Holdings' membership interests in the Debtor.

Upon satisfaction of the obligations under the development construction credit agreement, the Debtor's obligations under the Energy Hedge Agreements became secured by a first priority lien against substantially all the Debtor's assets.

The Debtor's obligations under the Energy Hedge Agreement - Power and Protective Advance Note (as defined below) total approximately $108.1 million, calculated as set forth in the table above, not including accrued and unpaid fees and expenses under the Energy Hedge Agreements.

On September 29, 2025, CEI notified the Debtor of the occurrence of an event of default and termination under the REC ISDA. While such notice was sent, CEI has not as of this date declared an early termination date under the REC ISDA, so amounts that may be owing under the REC ISDA are not determined as of the date hereof but are estimated to be approximately $1,800,000.00.

On or about November 5, 2025, the Debtor and CEI entered into that certain Senior Secured Promissory Note in the amount of $5,000,000.00 to fund the business and operations of the Debtor.

The obligations under the Senior Secured Promissory Note are secured by a first-priority lien against substantially all assets of the Debtor that is *pari passu* with the lien securing obligations under the Energy Hedge Agreements.

5.4. *Events Leading to Chapter 11.*

(a) *The Debtor's Energy Hedge Obligations*

Like many other renewable energy generators, the Debtor executed hedge agreements to lock in predictable cash flow and reduce merchant price risk.

The Debtor's Energy Hedge Agreements were executed in 2015 with CEI and generally required the Debtor to provide CEI a fixed quantity of electricity in exchange for a fixed price of $26.20 per megawatt-hour ("***MWh***").

As discussed above, the Debtor continues to sell RECs generated by power produced by the Project to CEI (the Energy Hedge Agreement – REC and Capacity), at the fixed rate of $0.75 per REC.

(b) *Winter Storm Uri*

In February 2021, during Winter Storm Uri, Texas experienced extreme conditions, including freezing temperatures and dangerous weather, which prompted state and federal disaster declarations and caused widespread power outages. The wind turbines at the Project suffered significant blade icing that impeded energy production during the winter storm.

As a result of the intense storm conditions and widespread outages, ERCOT and the Public Utility Commission of Texas ("***PUCT***") issued orders, the effect of which was to raise the market price of electricity to the regulatory ceiling of $9,000/MWh. This price increase was purportedly intended to reflect the scarcity of supply, thereby incentivizing generators capable of adding supply to do so and large industrial users to reduce their demand. The price change remained in place for approximately four days.

Because the Debtor was producing little or no energy, it could not fulfill its obligations to deliver electricity at the low, fixed hedge price. Instead, under its hedge agreements, the Debtor was liable to purchase the required electricity at the price that was set at the regulatory ceiling of $9,000/MWh.

Facing the winter storm and actions by ERCOT and PUCT, the Debtor issued notices to CEI asserting a force majeure event that would excuse its obligations under the Energy Hedge Agreements.

Notwithstanding the notices from the Debtor, on or around March 11, 2021, CEI issued an invoice to Shannon Wind under the Energy Hedge Agreement – Power in the amount of $39,486,641.34, which was primarily calculated for alleged delivery shortfalls at or by reference to the imposed $9,000/MWh pricing during Winter Storm Uri.

The Debtor disputed CEI's invoice but did not have sufficient cash to satisfy the demand for payment. Following the Debtor's failure to pay, CEI issued notices of default to the Debtor.

(c) *Debtor Sues CEI*

Following CEI's demand and default notices under the Power Hedge Agreements, in April 2021, the Debtor and Holdings sued CEI in the District Court of Harris County, Texas.

In the state court litigation, the Debtor and Holdings alleged, among other things, that they were entitled to declaratory judgments that the Debtor was excused from performing its obligations under the Energy Hedge Agreements as a result of a force majeure event, CEI's $39 million invoice was not calculated properly, the invoice was an unenforceable penalty, there was no event of default under the Energy Hedge Agreements, and CEI's notice of default was not valid. The Debtor also asserted a claim for breach of contract against CEI.

The Debtor and Holdings requested a temporary restraining order and injunction to stop any enforcement actions by CEI pending a resolution of the disputes raised in the litigation.

The state court granted the Debtor and Holdings a temporary restraining order but later denied their request for a preliminary injunction. The state court ultimately dismissed the lawsuit against CEI in February 2023. Similar challenges to the ERCOT and PUCT orders brought by other ERCOT energy providers were also unsuccessful.

(d) *Additional Events of Default and Remedial Actions*

During the Texas state court litigation discussed above, CEI issued additional notices of default to the Debtor under the Power Hedge Agreements. On or about April 13, 2022, CEI exercised remedies under its collateral documents to direct Citibank, as first lien collateral agent to, among other things, deliver an account stop notice to the Debtor and take other actions, which resulted in a cash sweep of the collateral accounts in the amount of approximately $14,000,000 in partial satisfaction of the outstanding amounts.

(e) *Negotiations Among the Debtor and CEI*

CEI's notices of default to the Debtor, CEI, Citibank, and principals of Lotus engaged in negotiations to resolve the Debtor's obligations over the course of several years, including dozens of discussions and exchanges regarding amounts owed and proposals to satisfy the debt. However, the parties never reached agreement on an actionable plan.

(f) *Appointment of CRO*

On or about September 16, 2025, CEI exercised certain remedies under its collateral documents to direct Citibank, as first lien collateral agent to, among other things, cause the Debtor to approve certain amendments to the Debtor's operating agreement, execute the engagement letter with Accordion and retain John Shepherd as CRO.

Since being retained, the CRO has been focused on the day-to-day operations of the Project, communicating with the Project's stakeholders, ensuring the Debtor has sufficient cash for operations while considering strategic and financial restructuring alternatives, including a potential sale of the Project. As discussed above, the CRO approved a $5 million prepetition loan from CEI for interim liquidity.

Prior to the Petition Date, the CRO attempted to engage with CEI, Citibank and Lotus to facilitate a consensual resolution of the Debtor's liabilities. Unfortunately, those efforts did not result in an agreement that provided a clear path forward for the Debtor.

(g) *Appointment of Independent Manager*

On or about January 22, 2026, CEI exercised certain remedies under its collateral documents to direct Citibank, as first lien collateral agent to, among other things, cause Holdings, as sole member of the Debtor, to appoint Redbud New Energy, LLC (the "***Independent Manager***") as independent manager of the Debtor, with John D. Jones of Redbud New Energy, LLC designated to perform all duties and obligations to Debtor on behalf of the Independent Manager.

Mr. Jones is an energy industry veteran with more than 30 years of experience in the development, acquisition, commercial execution, and financing of wind, solar, energy storage and natural gas fired independent power projects. This includes experience with project-financed assets and matters involving hedging strategies, covenant compliance, and liquidity management in volatile commodity markets.

(h) *Winter Storm Uri Litigation*

In the wake of the February 2021 Winter Storm Uri, more than 301,000 wrongful death, personal injury, and property damage lawsuits were filed against more than 220 energy companies and consolidated into a single multi-district litigation (the "***Winter Storm Uri MDL***"). As of the Petition Date, the Debtor was named as a defendant in numerous lawsuits that were consolidated in the Winter Storm Uri MDL. The Debtor's bankruptcy counsel did not represent the Debtor in these cases, but based upon a review of summaries of filed complaints, there were more than 100 pending actions with hundreds of different named plaintiffs.

On March 27, 2026, the Texas Supreme Court issued an order declining to review the intermediate appellate court's decision dismissing all remaining claims against the hundreds of power generators in the Winter Storm Uri MDL. The ruling brings the complaints against power generators to a close and should bar as a matter of law any claims against the Debtor in the Winter Storm Uri MDL.

(i) *Litigation Claimant Procedures*

The Debtor disputes all pending litigation claims. Nonetheless, to ease the administrative burden on its estate, and to avoid potential confusion that may arise from serving hundreds of separate claimants represented by counsel, the Debtor filed its *Emergency Motion for an Order (I) Approving Notice Procedures for Litigation Claimants; and (II) Approving Form and Notice*

of Commencement of This Case [ECF No. 13] (the "***Litigation Notice Motion***") to approve procedures authorizing the Debtor to give notice to the Litigation Claimants through the Claimant Firms (as those terms are defined in the Litigation Notice Motion). The Bankruptcy Court granted the Litigation Notice Motion by order dated January 28, 2026 [ECF No. 35].

5.5. *The Chapter 11 Case.*

(a) *Generally*

On the Petition Date, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The commencement of a chapter 11 case creates an estate that is composed of all the legal and equitable interests of the debtor as of that date. The Bankruptcy Code provides that a debtor is authorized to continue to operate its business and remain in possession of its property as a "debtor in possession." From the Petition Date, the Debtor has continued to operate its business and manage its properties as a debtor and debtor in possession. No committees have been appointed in the Chapter 11 Case.

The filing of the Debtor's bankruptcy petition on the Petition Date triggered the immediate imposition of the automatic stay under section 362 of the Bankruptcy Code, which, with limited exceptions, enjoins all collection efforts and actions by creditors, the enforcement of Liens against property of the Debtor and both the commencement and the continuation of prepetition litigation against the Debtor. With certain limited exceptions and/or modifications as permitted by order of the Bankruptcy Court, the automatic stay remains in effect from the Petition Date until the Effective Date of the Plan.

(b) *"First Day" Motions and Related Applications*

On the Petition Date and the next day, the Debtor filed several "first day" motions and applications designed to ease the Debtor's transition into chapter 11, maximize the value of the Debtor's assets, and minimize the effects of the commencement of the Chapter 11 Case. On January 28, 2026, the Bankruptcy Court entered orders providing various forms of first-day relief, including interim or final orders approving:

- *Debtor's Emergency Motion for Interim and Final Orders (I) Authorizing Debtor to (A) 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* [ECF No. 8]

- *Debtor's Emergency Motion for Interim and Final Orders (I) Authorizing Debtor to Pay (A) Critical Vendor Claims and (B) Lien Claims and (II) Granting Related Relief* [ECF No. 9]

- *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* [ECF No. 10]

- *Debtor's Emergency Motion for Entry of an Order Extending Time to File Schedules and Granting Related Relief* [ECF No. 11]

- *Emergency Motion of Debtor for Order (I) Approving Debtor's Proposed Form of Adequate Assurance of Payment to Utility Companies; (II) Establishing Procedures for Resolving Objections by Utility Companies; (III) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Service; and (IV) Granting Related Relief* [ECF No. 12]

(c) *Authorization to Use Cash Collateral*

In addition to the other "first day" motions, the Debtor filed the Cash Collateral Motion on January 26, 2026, seeking authority to use the Prepetition Secured Parties' cash collateral pursuant to section 363 of the Bankruptcy Code and grant certain adequate protection to the Prepetition Secured Parties. The Bankruptcy Court granted interim relief by order dated January 28, 2026 [ECF No. 29] and entered the Final Cash Collateral Order on February 18, 2026.

(d) *Retention of Professional Advisors*

The Debtor has (a) employed Bradley Arant Boult Cummings LLP as its bankruptcy counsel [ECF No. 104], (b) employed Accordion as financial advisor and to provide the CRO [ECF No. 102]; and (c) employed Nomura Securities International, Inc. as investment banker [ECF No. 112].

(e) *Bidding Procedures Order*

On February 13, 2026, the Debtor filed a motion seeking approval of bidding procedures for the solicitation of competitive bids for a Sale Transaction or New Equity Transaction [ECF No. 55]. The Bankruptcy Court entered the Bidding Procedures Order on February 18, 2026 [ECF No. 66]. The Bidding Procedures Order established the following deadlines the solicitation of bids and auction (all terms as defined in the Bidding Procedures):

Event or Deadline[6]	***Date and Time (all in prevailing Central time)***
Indication of Interest Deadline	March 12, 2026 at 4:00 p.m.
Assumption and Assignment Notice Deadline	March 23, 2026 at 4:00 p.m.
Stalking Horse Bids Deadline	April 15, 2026 at 4:00 p.m.
Stalking Horse Designation Deadline	April 30, 2026 at 4:00 p.m.

[6] As provided in the Bidding Procedures Order, these deadlines may be extended by the Debtor with the consent of the Prepetition Secured Parties and in consultation with the Consultation Parties (as defined in the Bidding Procedures Order).

Sale Objection Deadline	May 4, 2026 at 4:00 p.m.
Qualified Bid Deadline	May 15, 2026 at 4:00 p.m.
Supplemental Assumption and Assignment Notice Deadline	Later of the Sale Objection Deadline or fourteen (14) days after service of a Supplemental Assumption and Assignment Notice
Auction (if necessary)	May 18, 2026 at 9:00 a.m.
Designation of Successful Bidder and Backup	Later of one (1) business day after the conclusion of the Auction or May 20, 2026
Supplemental Sale Objection Deadline	May 27, 2026 at 4:00 p.m.
Sale Hearing	June 3, 2026 at 9:00 a.m.
Sale Closing	No later than June 24, 2026

(f) *Sale Process*

The Debtor and its professionals continue to actively market the Debtor's assets consistent with the schedule provided in the Bidding Procedures. As of the date of this Combined Disclosure Statement and Plan, the Debtor is in active negotiations with multiple potential bidders and expects at least one of the potential bidders to pursue a stalking horse bid. Consistent with the Bidding Procedures, the Debtor will seek Bankruptcy Court approval of the stalking horse bid that the Debtor determines to be the highest and best qualified bid. The terms of the stalking horse bid, if any, will be available on the docket for all interested parties and competing bidders to review.

(g) *Schedules*

The Debtor filed its Schedules on March 12, 2026 [ECF Nos. 96 & 97], which are incorporated herein by reference.

(h) *Claims Process and Bar Date Order*

On February 25, 2026, the Debtor filed its *Motion for Entry of an Order (I) Updating Deadlines for the Filing of Proofs of Claim, Including Requests for Payment Under Section 503(b)(9); (II) Approving the Form and Manner for Filing Proofs of Claim; (III) Approving the Form and Manner of Notice Thereof, Including Section 503(b)(9) Requests; and (IV) Granting Related Relief* [ECF No. 78]. On March 20, 2026, the Bankruptcy Court entered the Bar Date Order, establishing the following deadlines for filing Proofs of Claim [ECF No. 111]:

- **Claims Bar Date**: April 20, 2026, at 5:00 p.m., prevailing Central Time, as the last date and time for each claimant, other than a governmental unit, to file proofs of claim based on prepetition Claims, including requests for payment under section 503(b)(9) of the Bankruptcy Code (collectively, "***Proofs of Claim***")

- **Governmental Bar Date***:* Solely as to governmental units (as defined in section 101(27) of the Bankruptcy Code), July 24, 2026, at 5:00 p.m., prevailing Central

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

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

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

ARTICLE VI.
CONFIRMATION AND VOTING PROCEDURES

6.1. *Confirmation Procedure.*

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

6.2. *Procedure for Objections.*

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

(jbailey@bradley.com); (c) counsel to the Prepetition Secured Parties, Willkie Farr & Gallagher LLP, 600 Travis Street, Suite 2100, Houston, TX 77002, Attn: Jennifer Hardy (jhardy2@willkie.com); and (d) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002 (C.Ross.Travis@usdoj.gov). Unless an objection to the Combined Disclosure Statement and Plan is timely filed and served, it may not be considered by the Bankruptcy Court at the Confirmation Hearing.

6.3. *Requirements for Confirmation.*

The Bankruptcy Court will confirm the Plan only if it meets all the applicable requirements of section 1129 of the Bankruptcy Code. Among other requirements, the Plan (a) must be accepted by all impaired Classes of Claims or Interests or, if rejected by an impaired Class, the Plan must not "discriminate unfairly" against and be "fair and equitable" with respect to, such Class; and (b) must be feasible. The Bankruptcy Court must also find that: (i) the Plan has classified Claims and Interests in a permissible manner; (ii) the Plan complies with the technical requirements of chapter 11 of the Bankruptcy Code; and (iii) the Plan has been proposed in good faith.

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court in an amount greater than zero as of the date of the Confirmation Hearing shall be considered vacant and deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code. If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be presumed to have accepted the Plan.

6.4. *Classification of Claims and Interests.*

Section 1123 of the Bankruptcy Code provides that a plan must classify the claims and interests of a debtor's creditors and equity interest holders. In accordance with section 1123 of the Bankruptcy Code, the Plan divides Claims and Interests into Classes and sets forth the treatment for each Class (other than those claims which pursuant to section 1123(a)(1) of the Bankruptcy Code need not be and have not been classified). The Debtor is required, under section 1122 of the Bankruptcy Code, to classify Claims and Interests into Classes that contain Claims or Interests that are substantially similar to the other Claims or Interests in such Class.

The Bankruptcy Code also requires that a plan provide the same treatment for each claim or interest of a particular class unless the claim holder or interest holder agrees to a less favorable treatment of its claim or interest. The Debtor believes that the Plan complies with such standard. If the Bankruptcy Court finds otherwise, however, it could deny confirmation of the Plan if the holders of Claims or Interests affected do not consent to the treatment afforded them under the Plan.

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent

that any portion of the Claim or Interest falls within the description of such other Classes. A Claim also is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released or otherwise settled prior to the Effective Date.

The Debtor believes that the Plan has classified all Claims and Interests in compliance with the provisions of section 1122 of the Bankruptcy Code and applicable case law. It is possible that a holder of a Claim or Interest may challenge the classification of Claims or Interests and that the Bankruptcy Court may find that a different classification is required for the Plan to be confirmed. If this occurs, the Debtor intends, in accordance with the terms of the Plan, to make such modifications to the Plan as may be necessary to permit its confirmation. Any such reclassification could adversely affect holders of Claims by changing the composition of one or more Classes and the vote required of such Class or Classes for approval of the Plan.

EXCEPT AS SET FORTH IN THE PLAN, UNLESS SUCH MODIFICATION OF CLASSIFICATION MATERIALLY ADVERSELY AFFECTS THE TREATMENT OF A HOLDER OF A CLAIM AND REQUIRES RE-SOLICITATION OF VOTES ON THE PLAN, ACCEPTANCE OF THE PLAN BY ANY HOLDER OF A CLAIM PURSUANT TO THIS SOLICITATION WILL BE DEEMED TO BE A CONSENT TO THE PLAN'S TREATMENT OF SUCH HOLDER OF A CLAIM REGARDLESS OF THE CLASS AS TO WHICH SUCH HOLDER ULTIMATELY IS DEEMED TO BE A MEMBER.

The amount of any impaired Claim that ultimately is Allowed by the Bankruptcy Court may vary from any estimated Allowed amount of such Claim and, accordingly, the total Claims that are ultimately Allowed by the Bankruptcy Court with respect to each impaired Class of Claims may also vary from any estimates contained herein with respect to the aggregate Claims in any impaired Class. Thus, the actual recovery ultimately received by a particular holder of an Allowed Claim may be adversely or favorably affected by the aggregate amount of Allowed Claims in the applicable Class. Additionally, any changes to any of the assumptions underlying the estimated Allowed amounts could result in material adjustments to recovery estimates provided herein and/or the actual Distribution received by creditors. The projected recoveries are based on information available to the Debtor as of the date hereof and reflect the Debtor's views as of the date hereof only.

The classification of Claims and Interests and the nature of distributions to members of each Class are summarized herein. The Debtor believes that the consideration, if any, provided under the Plan to holders of Claims reflects an appropriate resolution of their Claims considering the differing nature and priority (including contractual subordination, if any) of such Claims and Interests. The Bankruptcy Court must find, however, that several statutory tests are met before it may confirm the Plan. Many of these tests are designed to protect the interests of holders of Claims or Interests who are not entitled to vote on the Plan, or do not vote to accept the Plan, but who will be bound by the provisions of the Plan if it is confirmed by the Bankruptcy Court.

Except as expressly provided herein, the allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating

thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtor and the Plan Administrator, as applicable, reserve the right to reclassify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

6.5. ***Impaired Claims or Interests.***

Pursuant to section 1126 of the Bankruptcy Code, only classes of claims or interests that are impaired under a plan may vote to accept or reject such plan. Under section 1124 of the Bankruptcy Code, a claim or interest is impaired under a plan if the holder's legal, equitable, or contractual rights are changed under such plan. In addition, if the holders of claims or interests in an impaired Class do not receive or retain any property under a plan on account of such claims or interests, such Impaired Class is deemed to have rejected such plan under section 1126(g) of the Bankruptcy Code and, therefore, such holders are not entitled to vote on such plan.

Under the Plan, holders of Claims in Classes 3, 4, 5, and 6 are impaired and are entitled to vote on the Plan. Holders of Claims in Classes 1 and 2 are unimpaired and, therefore, not entitled to vote on the Plan and are deemed to accept the Plan under section 1126(f) of the Bankruptcy Code.

6.6. ***Confirmation without Necessary Acceptances.***

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by at least one impaired Class of Claims.

The Bankruptcy Code contains provisions for confirmation of a plan even if the Plan is not accepted by all impaired classes, as long as at least one impaired class of claims has accepted the Plan. The "cram down" provisions of the Bankruptcy Code are set forth in section 1129(b) of the Bankruptcy Code. Under the "cram down" provisions, on the request of a plan proponent, the bankruptcy court will confirm a plan despite the lack of acceptance by an impaired class or classes if the bankruptcy court finds that: (a) the Plan does not discriminate unfairly with respect to each non-accepting impaired class; (b) the Plan is fair and equitable with respect to each non-accepting impaired class; and (c) at least one impaired class has accepted the Plan.

As used by the Bankruptcy Code, the phrases "discriminate unfairly" and "fair and equitable" have narrow and specific meanings unique to bankruptcy law. A plan does not discriminate unfairly if claims or interests in different classes but with similar priorities and characteristics receive or retain property of similar value under a plan. The Bankruptcy Code sets forth different standards for establishing that a plan is "fair and equitable" with respect to a dissenting class, depending on whether the class is comprised of secured or unsecured claims, or equity interests. In general, section 1129(b) of the Bankruptcy Code permits confirmation notwithstanding non-acceptance by an impaired class if that class and all junior classes are treated in accordance with the "absolute priority" rule, which requires that the dissenting class be paid in full before a junior class may receive any value under the Plan on account of such junior claims or interests.

Specifically, with respect to unsecured claims, a plan is "fair and equitable" if either (i) each impaired unsecured creditor receives or retains under the plan property of a value equal to

the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan. With respect to equity interests, a plan is "fair and equitable" if either (x) each holder of an equity interest will receive or retain under the plan a value equal to the greatest of the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled or the value of the interest; or (y) the holder of an interest that is junior to the non-accepting class will not receive or retain any property under the Plan on account of such interest.

The Debtor believes that the Plan satisfies the "unfair discrimination" and "fair and equitable" tests with respect to any non-accepting impaired Class. The priority scheme for distributions under the Plan follows the Bankruptcy Code's priority scheme. Furthermore, because of the Debtor's negotiations with CEI and Citibank, those parties have agreed to allow Restructuring Transaction Proceeds to be used under the Plan to fund distributions to General Unsecured Creditors and fund the Wind Down. CEI and Citibank have agreed to allocate recoveries in this manner to facilitate a smooth transaction and chapter 11 process and have conditioned this recovery on the Debtor's ability to consummate the Restructuring Transactions on the terms set forth in the Plan.

6.7. *Best Interests Test and Liquidation Analysis.*

With respect to each impaired Class of Claims and Interests, confirmation of the Plan requires that each holder of a Claim or Interest either (i) accept the Plan or (ii) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive if the Debtor was liquidated under chapter 7 of the Bankruptcy Code.

In determining whether this test is satisfied, the first step is to determine the dollar amount that would be generated from the liquidation of the Debtor's assets in a chapter 7 liquidation case. The gross amount of cash available in such a liquidation would be the sum of the proceeds from the disposition of the Debtor's assets and the cash held by the Debtor at the time of the commencement of the chapter 7 case. This gross amount would be reduced by the amount of any Allowed Claims secured by such assets, the costs and expenses of the liquidation, and such additional administrative expenses and priority claims that may result from the termination of the Debtor's business and the use of chapter 7 for the purposes of liquidation. Any remaining net cash would be allocated to creditors and shareholders of the applicable Debtor in strict accordance with the order of priority of claims contained in section 726 of the Bankruptcy Code.

The Debtor believes, as discussed in the Liquidation Analysis that will be included in the Plan Supplement, that confirmation of the Plan will provide each creditor and interest holder of the Debtor with a recovery that is not less than it would receive pursuant to a liquidation of the Debtor under chapter 7 of the Bankruptcy Code.

6.8. *Financial Feasibility.*

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan is not likely to be followed by the liquidation, or the need for further financial reorganization of the debtor, or any successor to the debtor (i.e. that a plan is "feasible") unless the liquidation is

proposed in such plan. In this case, the Plan contemplates consummation of the Restructuring Transactions with a distribution of the Restructuring Transaction Proceeds in the order of priorities carried out by a Plan Administrator subject to an adequately funded Wind Down Budget. Thus, the Plan satisfies the feasibility requirements of the Bankruptcy Code.

6.9. ***Releases and Exculpation.***

The Plan proposes to release the Released Parties and exculpate the Exculpated Party. The Debtor's releases, third-party releases, and exculpation provisions included in the Plan are an integral part of the Debtor's overall restructuring efforts and were an essential element of the Debtor obtaining their continued support for the Debtor's restructuring efforts and the Plan.

The Released Parties and the Exculpated Party, including the CRO and 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 the terms of the Plan, which includes using the proceeds of the Prepetition Secured Parties' collateral to fund distributions to General Unsecured Creditors. The proposed releases and exculpations preserve value by enabling the Debtor to emerge swiftly from chapter 11 while giving finality to stakeholders that elect to give and receive consensual third-party releases. This Chapter 11 Case could not be administered, and the Plan could not have been realized, but for the contributions of the Released Parties.

Based on the foregoing, the Debtor believes that the releases and exculpations in the Plan are necessary and appropriate and meet the requisite legal standards. Moreover, the Debtor will present evidence at the Confirmation Hearing to demonstrate the basis for and propriety of the release and exculpation provisions. The releases, exculpation, and injunction provisions are set forth in Article XIII hereof.

6.10. ***Acceptance of the Plan.***

The rules and procedures governing eligibility to vote on the Plan, solicitation of votes, and submission of Ballots are set forth in the Conditional Approval and Procedures Order.

In order for the Plan to be accepted by an impaired Class of Claims, a majority in number and two-thirds in dollar amount of the Claims voting in such Class must vote to accept the Plan. At least one voting Class must actually vote to accept the Plan.

IF YOU ARE ENTITLED TO VOTE ON THE PLAN, THE DEBTOR URGES YOU TO COMPLETE, DATE, SIGN, AND PROMPTLY MAIL THE BALLOT YOU RECEIVE. Please be sure to complete the Ballot properly and legibly and to identify the exact amount of your Claim and the name of the Holder. If you are a Holder of a Claim entitled to vote on the Plan and you did not receive a Ballot, you received a damaged Ballot, or you lost your Ballot, or if you have any questions concerning the Plan or procedures for voting on the Plan, please contact the Claims Agent by (a) writing to Shannon Wind Ballot Processing Center, c/o KCC

dba Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (b) calling the Debtor's restructuring hotline at (866) 967-1781 (U.S./Canada) or (310) 751-2681 (International); or (c) emailing the Claims Agent KCC Verita Global via https://www.veritaglobal.net/shannon/inquiry. Parties will also be able to download a copy of the Combined Disclosure Statement and Plan for no charge at https://www.veritaglobal.net/shannon.

ARTICLE VII.
CERTAIN RISK FACTORS TO BE CONSIDERED PRIOR TO VOTING

THE PLAN AND ITS IMPLEMENTATION ARE SUBJECT TO CERTAIN RISKS, INCLUDING, BUT NOT LIMITED TO, THE RISK FACTORS SET FORTH BELOW. HOLDERS OF CLAIMS WHO ARE ENTITLED TO VOTE ON THE PLAN SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS, AS WELL AS THE OTHER INFORMATION SET FORTH IN THE PLAN AND ASSOCIATED DOCUMENTS BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. THESE FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION.

7.1. *The Plan May Not Be Accepted.*

The Debtor can make no assurances that the requisite acceptances to the Plan will be received, and the Debtor may need to obtain acceptances to an alternative plan for the Debtor, or otherwise, that may not have the support of the creditors and/or may be required to liquidate the Estate under chapter 7 of the Bankruptcy Code. There can be no assurance that the terms of any such alternative restructuring arrangement or plan would be similar to or as favorable to creditors as those proposed in the Plan.

7.2. *The Plan May Not Be Confirmed.*

Even if the Plan receives the requisite votes, there is no assurance that the Bankruptcy Court will confirm the Plan. The Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for confirmation have not been met. There can be no assurance that modifications to the Combined Disclosure Statement and Plan will not be required for Confirmation or that such modifications would not necessitate the resolicitation of votes. If the Plan or a modified plan is not confirmed, it is unclear what Holders of Claims or Interests ultimately would receive in a subsequent liquidation.

7.3. *Failure to Receive Bankruptcy Court Approval of the Compromises and Settlements Contemplated by the Plan.*

The Plan constitutes a settlement, compromise and release of all rights arising from or relating to the allowance, classification and treatment of all Allowed Claims and Interests and their respective distributions and treatments under the Plan, taking into account and conforming to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto. This settlement, compromise and release requires approval by the Bankruptcy Court. The Debtor cannot

guarantee that the Bankruptcy Court will approve the settlement contemplated in the Plan. The Plan also provides for certain releases, injunctions and exculpations that may otherwise be asserted against the Debtor or other Released Parties. The releases, injunctions, and exculpations may not be approved, in which case certain Released Parties may withdraw their support for the Plan.

7.4. *Distributions to Holders of Allowed Claims under the Plan May Be Inconsistent with Projections.*

Projected distributions are based upon good faith estimates of the total amount of Claims ultimately Allowed and the funds available for distribution under the Plan. There can be no assurance that the estimated Claim amounts set forth in the Plan are correct or that the funds available for distribution upon consummation of the Restructuring Transactions will be as much as projected in this Combined Disclosure Statement and Plan. The projected distributions are based on certain assumptions with respect to a variety of factors. Both the actual amount of Allowed Claims in a particular Class and the funds available for distribution to such Class may differ from the Debtor's estimates. If the total amount of Allowed Claims in a Class is higher than the Debtor's estimates, or the funds available for distribution to such Class are lower than the Debtor's estimates, the percentage recovery to holders of Allowed Claims in such Class will be less than projected.

7.5. *Objections to Classification of Claims.*

Section 1122 of the Bankruptcy Code requires that the Plan classify Claims and Interests. The Bankruptcy Code also provides that the Plan 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. The Debtor believes that all Claims and Interests have been appropriately classified in the Plan. To the extent that the Bankruptcy Court finds that a different classification is required for the Plan to be confirmed, the Debtor would seek to (i) modify the Plan to provide for whatever classification might be required for confirmation and (ii) use the acceptances received from any Holder of Claims pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such Holder ultimately is deemed to be a member. Any such reclassification of Claims, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such Holder was initially a member, or any other Class under the Plan, by changing the composition of such Class and the vote required for approval of the Plan. There can be no assurance that the Bankruptcy Court, after finding that a classification was inappropriate and requiring a reclassification, would approve the Plan based upon such reclassification. Except to the extent that modification of classification in the Plan requires resolicitation, the Debtor will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Plan by any Holder of Claims pursuant to this solicitation will constitute a consent to the Plan's treatment of such Holder, regardless of the Class as to which such Holder is ultimately deemed to be a member. The Debtor believes it would only be required to resolicit votes for or against the Plan if a modification adversely affects the treatment of the Claim or Interest of any Holder.

The Bankruptcy Code also requires that the Plan provide the same treatment for each Claim or Interest of a particular Class unless the Holder of a particular Claim or Interest agrees

to a less favorable treatment of its Claim or Interest. The Debtor believes that the Plan complies with the requirement of equal treatment. To the extent that the Bankruptcy Court finds that the Plan does not satisfy such requirement, the Bankruptcy Court could deny confirmation of the Plan. Issues or disputes relating to classification or treatment of Claims or Interest could result in a delay in the confirmation and consummation of the Plan and could increase the risk that the Plan will not be consummated.

7.6. *Failure to Consummate the Plan.*

The Plan provides for certain conditions that must be satisfied (or waived) prior to Confirmation and for certain other conditions that must be satisfied (or waived) prior to the Effective Date. Importantly, the Plan requires the Debtor to close the Restructuring Transaction prior to the Effective Date. As of the date of the Plan, the Debtor has not completed the marketing and competitive bid process for the Sale Transaction and New Equity Transaction and there is no assurance that the Debtor will receive an acceptable bid to purchase all or substantially all of the Debtor's assets pursuant to a Sale Transaction or the New Equity pursuant to a New Equity Transaction. As of the date of the Plan, there can be no assurance that any or all of the conditions in the Plan will be satisfied (or waived). Accordingly, there can be no assurance that the Plan will be confirmed by the Bankruptcy Court. Further, if the Plan is confirmed, there is no absolute assurance that the Plan will be consummated.

7.7. *Risks Associated with the Debtor's Business.*

There are numerous risks with the Debtor's business, that may affect the amount of bids submitted for the purchase of all or substantially all the Debtor's assets pursuant to a Sale Transaction or the New Equity pursuant to a New Equity Transaction. These risks include, but are not limited to the following:

(a) The Project's energy production depends on the availability and consistency of wind resources, which are inherently variable and difficult to predict. Actual wind conditions may differ materially from historical data and forecasts, resulting in lower-than-expected generation and revenues.

(b) Changes in government policy and regulations (e.g., expiration of production tax credits) can significantly impact profitability or even Project viability. Failure to maintain or comply with required permits could result in fines, operational limitations, or shutdowns.

(c) The Debtor's operations are in a remote area where wind is strongest. However, the Project may be subject to curtailment due to transmission congestion, system balancing requirements, negative pricing events, or grid reliability directives. Curtailment may occur without compensation or with limited compensation, which could materially reduce revenues.

(d) The Debtor's wind turbines are complex machines exposed to harsh conditions. Mechanical failures (including gearboxes and transformers), blade damage, or other issues can lead to downtime and costly repairs, reducing output and revenues. Delays in planned

transmission upgrades can also reduce availability and a decrease in revenues. Availability guarantees under service agreements may be limited or subject to exclusions and offsets.

(e) New technology may make turbines more efficient, which can make older installations less competitive over time.

(f) Due to the Project's full merchant exposure, revenues may be exposed to fluctuations in wholesale electricity prices, capacity prices, and ancillary services markets. Such prices are influenced by numerous factors outside the Debtor's control, including fuel prices, renewable penetration, regulatory changes, and macroeconomic conditions.

(g) Revenues may depend on the performance of counterparties under operation and maintenance contracts and other commercial contracts. The failure of a counterparty to perform its obligations, including due to insolvency or financial distress, could result in revenue loss or increased replacement costs.

(h) Wind projects may be subject to environmental regulations and mitigation requirements. Compliance with such requirements may increase costs or limit operations. New or more stringent environmental regulations could be imposed in the future.

(i) The Project typically relies on long-term land leases and an easement. Disputes with landowners, title defects, or failure to renew or maintain such agreements could impair operations. Land use restrictions, zoning changes, or local opposition may also affect the Project.

(j) Wind farms may face opposition from local communities or other stakeholders relating to visual impact, noise, or environmental concerns. Such opposition could result in delays, increased costs, litigation, or operational restrictions.

(k) The Project depends on key agreements, including an operations and maintenance services agreement, interconnection agreement, and offtake arrangements. Termination, default, or unfavorable amendments of such agreements could adversely affect the Project.

(l) Weather variability—like hurricanes, icing, or lightning—can damage the Debtor's assets and long-term climate shifts may also change wind patterns, affecting energy output. Insurance coverage may not be available on commercially reasonable terms or may be insufficient to cover all losses from natural disasters, extreme weather events, fire, or other casualties, leading to financial exposure.

7.8. *Extended Stay in Chapter 11.*

Implementing the Plan would be of short duration and would not be unduly disruptive to the Debtor's business, but the Debtor cannot be certain that this will be the case. Although the Plan is designed to minimize the length of the Chapter 11 Case, it is impossible to predict with certainty the amount of time that the Debtor may spend in bankruptcy, and the Debtor cannot be certain that the Plan would be confirmed. Even if the Plan is confirmed on a timely basis, the Chapter 11 Case could itself have an adverse effect on the Debtor's business. For example, and

without limitation, there is a risk, due to uncertainty about the Debtor's future that vendors and other business partners could terminate their relationship with the Debtor or require financial assurances or trade terms which are materially different from what the Debtor enjoys today.

If the Debtor is unable to obtain confirmation of the Plan on a timely basis, because of a challenge to the Plan or a failure to satisfy the conditions to the effectiveness of the Plan, the Debtor may be forced to operate in bankruptcy for an extended period while it tries to develop a different reorganization plan that can be confirmed. A protracted bankruptcy case would increase both the probability and the magnitude of all adverse effects of bankruptcy, including those described herein. Furthermore, the Debtor could lose the support of the Prepetition Secured Parties and risk termination of the use of cash collateral pursuant to the terms of the Final Cash Collateral Order, which would further decrease the likelihood of a successful reorganization.

7.9. *Allowance of Claims May Substantially Dilute the Recovery to Holders of Claims under the Plan.*

There can be no assurance that the estimated Claim amounts set forth in the Plan are correct, and the actual allowed amounts of Claims may differ from the estimates. The estimated amounts are based on certain assumptions with respect to a variety of factors. Should these underlying assumptions prove incorrect, the actual Allowed amounts of Claims may vary from those estimated herein, thereby materially reducing the recovery to the Holders of Claims under the Plan. For example, litigation claimants may file proofs of claim in substantial amounts. Although the Debtor disputes all claims by litigation claimants, and may object to any such filed Claims, the Debtor cannot guarantee the outcome of any claim objections or the ultimate amount of Allowed Claims to be paid under the Plan.

7.10. *Certain Tax Considerations.*

There are several material income tax considerations, risks and uncertainties associated with the Plan described herein.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. NOTHING HEREIN SHALL CONSTITUTE TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A HOLDER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO CONSULT THEIR TAX ADVISORS ABOUT THE UNITED STATES FEDERAL, STATE AND LOCAL, AND APPLICABLE FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN.

ARTICLE VIII.
MEANS FOR IMPLEMENTATION

8.1. *Sources for Cash Distributions under this Plan.*

Cash distributions provided under the Plan shall be funded with the Debtor's Cash on hand as of the Effective Date, including Cash from operations, and the Restructuring Transaction

Proceeds in accordance with the terms of the Definitive Documents and the Plan. Cash payments to be made pursuant to the Plan will be made by the Plan Administrator or the Disbursing Agent in accordance with Article IX.

8.2. ***Designation of the Successful Bid.***

Prior to the Confirmation Hearing, and consistent with the Bidding Procedures, the Debtor will file a notice with the Bankruptcy Court designating the Successful Bid and Successful Bidder (as well as the Backup Bidder, as defined in the Bidding Procedures) and whether the Successful Bid contemplates a New Equity Transaction or Sale Transaction.

8.3. ***New Equity Transaction.***

In the event that the Successful Bid proposes a New Equity Transaction, and conditioned upon Confirmation of the Plan, the New Equity Transaction will be consummated as a condition to the Effective Date. In exchange for the Successful Bidder's payment of the Restructuring Transaction Proceeds to the Debtor, the membership interests in the Reorganized Debtor shall be sold to the Successful Bidder under the terms of this Plan, the New Organizational Documents, the New Equity Documents, and the other applicable Definitive Documents.

In the event of a New Equity Transaction, on the Effective Date, the Reorganized Debtor shall be authorized to and shall issue the New Equity to the Successful Bidder in accordance with the terms of the Plan without the need for any further corporate action. All the New Equity, when so issued, shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of the New Equity under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the New Equity Documents and the other Definitive Documents.

In the event of a New Equity Transaction, except as otherwise provided in the Plan, the New Equity Documents, or the other Definitive Documents, or any agreement, instrument, or other document incorporated herein or therein, on the Effective Date: (a) all property of the Estate, including all Causes of Action that are designated to vest in the Reorganized Debtor (other than any Causes of Action that are Liquidation Trust Assets), and any property acquired by the Debtor prior to the Effective Date, in each case other than the Liquidation Trust Assets, shall vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances against the Debtor, the Estate, or the Debtor's property; and (b) except as provided in this Plan, the Liquidation Trust Assets shall vest in the Liquidation Trust, free and clear of all Liens, Claims, charges, setoff rights, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtor may operate its business and may use, acquire, or dispose of the Reorganized Debtor's property without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. For the avoidance of doubt, the Reorganized Debtor shall have no right, title, or interest in any of the (x) Professional Fee Escrow Amount to be deposited in the Professional Fee Escrow Account, (y) the Wind Down Amount to be deposited in the Wind Down Account, or (z) the GUC Recovery Contribution to be contributed to the Liquidation Trust.

Except with respect to consensual Liens and security interests granted by the Reorganized Debtor following the closing of the New Equity Transaction, to the extent that any Holder of a Secured Claim that is to be satisfied or discharged in full or in part pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Plan Administrator or the Reorganized Debtor, that are necessary to cancel and/or extinguish such Liens and/or security interests.

After the Effective Date, the Reorganized Debtor may present Bankruptcy Court order(s) or assignment(s) suitable for filing in the records of every county or governmental agency where the property vested in the Reorganized Debtor in accordance with the foregoing paragraph is or was located, which provide that such property is conveyed to and vested in the Reorganized Debtor. The Bankruptcy Court order(s) or assignment(s) may designate all Liens, Claims, encumbrances, or other interests which appear of record and/or the property being transferred, assigned, and or vested free and clear of such Liens, Claims, encumbrances, or other interests. The Plan and Confirmation Order shall be conclusively deemed to be adequate notice that such Lien, Claim, encumbrance, or other interest is being extinguished and no notice, other than by the Plan, shall be given prior to the presentation of such Bankruptcy Court order(s) or assignment(s). Any Person having a Lien, Claim, encumbrance, or other interest against any of the property vested in the Reorganized Debtor in accordance with the foregoing paragraph shall be conclusively deemed to have consented to the transfer, assignment and vesting of such property to or in the Reorganized Debtor free and clear of all Liens, Claims, charges or other encumbrances by failing to object to confirmation of the Plan, except as otherwise provided in the Plan or Confirmation Order.

Notwithstanding any provision of the Plan to the contrary, any Lien or Claim that is designated in the New Equity Documents to be an Assumed Liability of the Reorganized Debtor, shall be assumed by and reinstated against the Reorganized Debtor and shall not be an obligation of the Debtor, its Estate, or the Liquidation Trust.

8.4. *Exemption from Registration Requirements.*

The offering, issuance, and distribution of the New Equity pursuant to the Plan and/or any and all Definitive Documents otherwise entered into in accordance with the terms of the Plan are intended to be exempt from, among other things, the registration requirements of the Securities Act and any other applicable U.S. federal, state, or local laws, including Blue Sky Laws, pursuant to section 1145(a) of the Bankruptcy Code or, to the extent such exemption is unavailable, pursuant to one or more other available exemptions from registration under the Securities Act, including section 4(a)(2) thereof and Regulation D promulgated thereunder, and comparable exemptions under applicable state or foreign securities laws. The availability of any such exemption shall be subject to satisfaction of applicable legal requirements, and the Debtor makes no representation or warranty as to the availability of any particular exemption. Except as otherwise provided in the Plan or the governing certificates or instruments, any and all such New Equity so issued under the Plan (a) is not expected to constitute "restricted securities" (as defined under the Securities Act) to the extent issued pursuant to section 1145(a) of the Bankruptcy Code, and (b) may be freely tradable and transferable under the Securities Act by the recipients

thereof that are not, and have not been within 90 days of such transfer, an "affiliate" (as defined in Rule 144(a)(1) under the Securities Act) of the Debtor or the Reorganized Debtor, in each case, subject to (x) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 1145(b) of the Bankruptcy Code and the restrictions on transfer imposed on underwriters pursuant to section 1145 of the Bankruptcy Code, (y) compliance with applicable securities laws and any rules and regulations, including those of the United States Securities and Exchange Commission or U.S. state or local securities laws, if any, applicable at the time of any future transfer of such securities or instruments, and (z) any applicable restrictions in the Plan or in the New Organizational Documents of the Reorganized Debtor and any contractual or other transfer restrictions applicable thereto. To the extent any New Equity is issued in reliance on an exemption other than section 1145(a) of the Bankruptcy Code, such New Equity shall constitute "restricted securities" within the meaning of the Securities Act and may not be offered, sold, exchanged, assigned, or otherwise transferred without registration under the Securities Act or pursuant to an available exemption from registration, and in each case in compliance with applicable state or foreign securities laws (including Blue Sky Laws).

Notwithstanding anything to the contrary in the Plan, no Entity shall have any right to require, and the Debtor and the Reorganized Debtor shall have no obligation to provide, any legal opinion, comfort letter, or similar assurance regarding the validity, enforceability, or tax or securities law treatment of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the issuance of the New Equity is exempt from registration under the Securities Act or any applicable Blue Sky Laws.

8.5. ***Sale Transaction.***

In the event that the Successful Bid proposes a Sale Transaction, the Sale Transaction will be consummated pursuant to the terms of the Sale Order and as a condition to the Effective Date. In exchange for the Successful Bidder's payment of the Restructuring Transaction Proceeds to the Debtor, the Debtor's assets shall be sold to the Successful Bidder under the terms of the Sale Order, the Sale Documents, this Plan, and the other applicable Definitive Documents.

In the event of a Sale Transaction, except as otherwise provided in the Sale Order, the Plan, the Sale Documents, or the other Definitive Documents, or any agreement, instrument, or other document incorporated herein or therein, upon the closing of the Sale Transaction: (a) all property of the Estate, including all Causes of Action that are designated to be sold and assigned to the Successful Bidder, other than the Liquidation Trust Assets, shall vest in the Successful Bidder, free and clear of all Liens, Claims, charges, or other encumbrances against the Debtor, the Estate, or the Debtor's property, all as more particularly provided in the Sale Order; and (b) except as provided in this Plan, the Liquidation Trust Assets shall vest in the Liquidation Trust, free and clear of all Liens, Claims, charges, setoff rights, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Plan Administrator Reorganized Debtor may operate the Wind Down Debtor's business and may use, acquire, or dispose of the Wind Down Debtor's property without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. For the avoidance of doubt, the Wind Down Debtor shall have no right, title, or interest in any of the (x) Professional Fee Escrow Amount to be deposited in the Professional Fee Escrow Account, (y) the Wind Down

Amount to be deposited in the Wind Down Account, or (z) the GUC Recovery Contribution to be contributed to the Liquidation Trust.

Notwithstanding any provision of the Plan to the contrary, any Lien or Claim that is designated in the Sale Documents to be an Assumed Liability of the Successful Bidder, shall be assumed by the Successful Bidder and shall not be an obligation of the Debtor, its Estate, or the Liquidation Trust.

The provisions of this Section 8.5 are without limitation or waiver of the Sale Order and the terms of such Sale Order are incorporated herein by reference.

8.6. *Authority to Effectuate Restructuring Transactions*

Following entry of the Confirmation Order and subject to any applicable limitations set forth in the Definitive Documents, or as soon as reasonably practicable thereafter, the Debtor, the Reorganized Debtor (as applicable), and the Plan Administrator may take all actions as may be necessary or appropriate to effectuate the Restructuring Transactions (including any transaction described in, approved by, contemplated by or necessary to effectuate this Plan or the Restructuring Transactions), and as may be set forth in the Restructuring Transactions Memorandum, including: (a) the execution and delivery of appropriate agreements or other documents of reorganization containing terms that are consistent with the terms of this Plan and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of this Plan; (c) the filing of appropriate certificates of incorporation, merger, migration, consolidation, or other Organizational Documents with the appropriate governmental authorities pursuant to applicable law; (d) the execution, delivery, and filing, if applicable, of the New Organizational Documents; (e) such other transactions that are required to effectuate the Restructuring Transactions, including any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations; and (f) all other actions that the Debtor, Reorganized Debtor, or Plan Administrator, as applicable, reasonably determines are necessary or appropriate, including making filings or recordings that may be required by applicable law. For the purposes of effectuating this Plan, none of the Restructuring Transactions contemplated herein shall constitute a "change of control" or "assignment" (or terms with similar effect) under, or any other transaction or matter that would result in a violation, breach, or default under, or increase, accelerate, or otherwise alter any obligations, rights or liabilities of the Debtor, the Estate, the Liquidation Trust, the Reorganized Debtor, or the Successful Bidder under, or result in the creation or imposition of a Lien upon any property or asset of the Debtor, the Estate, the Liquidation Trust, the Reorganized Debtor, or the Successful Bidder pursuant to, any agreement, contract, or document of the Debtor, the Estate, the Liquidation Trust, Reorganized Debtor, or the Successful Bidder, and any consent or advance notice required under any agreement, contract, or document shall be deemed satisfied by confirmation of the Plan.

The Confirmation Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions and the Plan.

8.7. ***Plan Administrator and Liquidation Trust.***

(a) Plan Administrator.

Upon the Effective Date, (a) from available Cash on hand and the Restructuring Transaction Proceeds, the Debtor shall fund (i) the Professional Fee Escrow Account, (ii) the Wind Down Account, and (iii) the GUC Recovery Contribution to be contributed to the Liquidation Trust, and (b) the Plan Administrator shall be appointed to reconcile Claims against the Debtor, and effectuate distributions on account thereof from the Professional Fee Escrow Account, the Wind Down Account, or the Liquidation Trust Assets, as applicable, and conduct all related services pursuant to the Plan and the Liquidation Trust Agreement. The Plan Administrator, as a representative of the Debtor's Estate appointed under section 1123(b)(3)(B) of the Bankruptcy Code, shall have all the rights and powers to implement the provisions of the Plan pertaining to the Plan Administrator, including the right to (a) employ professionals to assist in fulfilling the Plan Administrator's responsibilities, including pursuing Causes of Action that are Liquidation Trust Assets, (b) make distributions from the Liquidation Trust Assets as contemplated in the Plan, (c) establish and administer any necessary reserves from the Liquidation Trust Assets for Disputed General Unsecured Claims and for expenses of the Liquidation Trust that may be required or anticipated in excess of the Wind Down Account, and (d) object to Claims and prosecute, settle, compromise, withdraw, or resolve in any manner approved by the Bankruptcy Court such Claims. The Plan Administrator shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. The reasonable costs and expenses incurred by the Plan Administrator in performing the duties set forth in the Plan and the Liquidation Trust Agreement shall be paid from the Wind Down Account and, to the extent there are insufficient funds in such account, from the Liquidation Trust Assets. The Wind Down Account shall be property of the Liquidation Trust, to be administered and used solely for purposes of paying the expenses of the Wind Down as provided herein. Any funds in the Wind Down Account in excess of the amount to satisfy Allowed Claims that are payable from the Wind Down Account and the costs of the Wind Down shall be distributed to the Liquidation Trust and distributed as provided elsewhere herein. The Reorganized Debtor, if applicable, shall provide the Plan Administrator with reasonable access to all relevant books and records so as to enable the Plan Administrator to carry out its duties.

(b) Liquidation Trust.

On the Effective Date, the Liquidation Trust will be formed with the primary purpose of liquidating the Liquidation Trust Assets and making distributions to Holders of Allowed General Unsecured Claims on account of their Liquidation Trust Interests. The Liquidation Trust will be deemed created and effective without any further action by the Bankruptcy Court or any party. The Liquidation Trust will have no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidation Trust. Upon the transfer of the Liquidation Trust Assets as more fully set forth in the Liquidation Trust Agreement, the Debtor and its Estate will have no reversionary or further interest in or with respect to the Liquidation Trust Assets.

The Plan Administrator shall sign the Liquidation Trust Agreement and cause the Liquidation Trust to accept, on behalf of the holders of the Liquidation Trust Interests, the Liquidation Trust Assets; provided, however, that the Plan Administrator, on behalf of the Liquidation Trust, may abandon or otherwise not accept any assets that the Plan Administrator believes, in good faith, have no value to the Liquidation Trust. Any assets so abandoned or otherwise not accepted by the Liquidation Trust shall not vest in the Liquidation Trust. As of the Effective Date, all assets vested in the Liquidation Trust and all assets dealt with in the Plan shall be 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.

(c) Certain Powers and Duties of the Liquidation Trust and Plan Administrator.

The Plan Administrator shall be the exclusive trustee of the Liquidation Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3) and shall continue to have all the rights and powers granted to the Plan Administrator as set forth in this Plan and applicable non-bankruptcy law. The powers, rights, and responsibilities of the Plan Administrator shall be specified in the Liquidation Trust Agreement and shall include the authority and responsibility to: (a) receive, manage, invest, supervise, and protect the Liquidation Trust Assets; (b) pay taxes or other obligations incurred by the Liquidation Trust; (c) retain and compensate, without further order of the Bankruptcy Court, the services of employees, professionals, and consultants to advise and assist in the administration, prosecution, and distribution of the Liquidation Trust Assets; (d) calculate and implement distributions of Liquidation Trust Assets; (e) prosecute, compromise, and settle, in accordance with the specific terms of the Liquidation Trust Agreement, the Causes of Action that are Liquidation Trust Assets; (f) resolve issues involving Claims after the Effective Date; and (g) resolve issues regarding Professional Fee Claims and satisfy Allowed Professional Fee Claims from the Professional Fee Escrow Account and, if there are insufficient funds in the Professional Fee Escrow Account, the Liquidation Trust Assets.

All expenses incurred by the Liquidation Trust and the Plan Administrator shall be the sole responsibility of and paid by the Liquidation Trust, including from the Wind Down Account, and otherwise in accordance with the Liquidation Trust Agreement.

In no event later than three months after the Effective Date, and on a quarterly basis thereafter until all Cash held by the Liquidation Trust has been released or paid out in accordance with the Plan, the Plan Administrator shall file with the Bankruptcy Court a report setting forth the amounts, recipients, and dates of all Distributions made by the Plan Administrator under the Plan through each applicable reporting period.

The Plan Administrator shall not be liable for any action it takes or omits to take that it believes in good faith to be authorized or within its rights or powers unless it is ultimately and finally determined by a court of competent jurisdiction that such action or inaction was the result of fraud, gross negligence or willful misconduct.

The Plan Administrator may be removed by the Bankruptcy Court upon application for good cause shown. In the event of the resignation or removal, liquidation, dissolution, death or incapacity of the Plan Administrator, the Bankruptcy Court shall designate another Person to

become Plan Administrator and thereupon the successor Plan Administrator, without any further act, shall become fully vested with all of the rights, powers, duties and obligations of its predecessor.

(d) Administration of the Wind Down Debtor.

On or as soon as reasonably practicable after the Effective Date, in the event of a Sale Transaction, the Plan Administrator shall be authorized to commence the Wind Down and administer the Wind Down Debtor until such time as the Plan Administrator determines to dissolve and/or wind down the Wind Down Debtor under applicable law; provided that, notwithstanding such dissolution, the Plan Administrator shall remain authorized to continue the Wind Down, including filing any necessary documents with the appropriate authorities, including any tax returns, and to facilitate the closing of the Chapter 11 Case as to the Debtor.

8.8. *U.S. Federal Income Tax Treatment of the Liquidation Trust for the Liquidation Trust Assets; Tax Reporting and Tax Payment Obligations.*

For U.S. federal income tax purposes, it is intended that the Liquidation Trust be classified as a "liquidating trust" under Treasury Regulation Section 301.7701-4(d). Accordingly, for U.S. federal income tax purposes, it is intended that the beneficiaries of the Liquidation Trust be treated as if they had received a distribution from the Estate of an undivided interest in each of the Liquidation Trust Assets (to the extent of the value of their respective interests therein) and then contributed such interests to the Liquidation Trust.

(a) Liquidation Trust Assets Treated as Owned by Beneficiaries of Liquidation Trust.

For all U.S. federal income tax purposes, all parties shall treat the transfer of Liquidation Trust Assets (net of any applicable liabilities) to the Liquidation Trust for the benefit of the beneficiaries thereof as (a) a transfer by the Debtor of the Liquidation Trust Assets directly to the beneficiaries of the Liquidation Trust (to the extent of the value of their respective interests in the Liquidation Trust Assets), followed by (b) the transfer of the Liquidation Trust Assets by the beneficiaries of the Liquidation Trust (to the extent of the value of their respective interests in the Liquidation Trust Assets) to the Liquidation Trust in exchange for the Liquidation Trust Interests. Accordingly, for U.S. federal income tax purposes, the Liquidation Trust shall be treated as a grantor trust, and the beneficiaries of the Liquidation Trust shall be treated as the grantors of the Liquidation Trust and the owners of the assets thereof.

(b) Tax Reporting.

The Plan Administrator shall be responsible for filing all U.S. federal, state, local and foreign tax returns, including, but not limited to, any documentation related thereto, for the Liquidation Trust. The Plan Administrator shall file all tax returns for the Liquidation Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and in accordance with the Plan. Within a reasonable time following the end of the taxable year, the Plan Administrator shall send to each holder of a beneficial interest appearing on its record during such year, a separate statement setting forth such holder's share of items of income, gain, loss, deduction or

credit and each such holder shall report such items on their U.S. federal income tax returns. The Plan Administrator shall allocate the taxable income, gain, loss, deduction or credit of the Liquidation Trust with respect to each holder of a Liquidation Trust Interest to the extent required by the Internal Revenue Code and applicable law.

As soon as reasonably practicable after the Effective Date, the Plan Administrator shall make a good faith valuation of the Liquidation Trust Assets, and such valuation shall be used consistently by all parties for all U.S. federal income tax purposes. The Liquidation Trust Agreement will require consistent valuation by all parties, including the Debtor, the Reorganized Debtor, the Plan Administrator, and each holder of a Liquidation Trust Interest, for all U.S. federal income tax and reporting purposes of any property held by the Liquidation Trust. The Plan Administrator also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the Liquidation Trust that are required by any taxing authority. The Plan Administrator may request an expedited determination of the tax obligations of the Liquidation Trust under Bankruptcy Code Section 505(b) for all returns filed for, or on behalf of, the Liquidation Trust for all taxable periods through the dissolution of the Liquidation Trust.

The Liquidation Trust shall comply with all withholding and reporting requirements imposed by any U.S. federal, state, local, or foreign taxing authority, and all Distributions made by the Liquidation Trust shall be subject to any such withholding and reporting requirements.

The Liquidation Trust Agreement will provide that termination of the Liquidation Trust will occur 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). The Liquidation Trust Agreement will also limit the investment powers of the Plan Administrator in accordance with Revenue Procedure 94-45 and will require the Liquidation Trust to distribute at least annually to each holder of a beneficial interest of a Liquidation Trust Interest, any net income plus all net proceeds from the sale of Liquidation Trust Assets, except that the Liquidation Trust may retain an amount of net income or net proceeds as is reasonably necessary to maintain the value of the Liquidation Trust Assets or to meet claims and contingent liabilities.

(c) Tax Payment Obligations.

The Liquidation Trust shall be responsible for payment of any taxes imposed on the Liquidation Trust or the Liquidation Trust Assets. In the event, and to the extent, any Cash retained on account of Disputed Claims in the Liquidation Trust Assets is insufficient to pay the portion of any such taxes attributable to the Liquidation Trust Assets allocable to, or retained on account of, Disputed Claims, such taxes shall be (a) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims, or (b) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts distributable by the Liquidation Trust as a result of the resolutions of such Disputed Claims.

8.9. ***Indemnification Provisions.***

Subject to the occurrence of the Effective Date, to the fullest extent permitted by applicable law, the obligations of the Debtor as of the Effective Date to indemnify, defend, reimburse, or limit the liability of the CRO, the Independent Manager, current attorneys and other current professionals of the Debtor, and their respective Affiliates, respectively, against any Claims or Causes of Action under any indemnification provisions or applicable law, shall survive Confirmation, shall be assumed by the Debtor (but not the Reorganized Debtor in the event of a New Equity Transaction, for the avoidance of doubt) and assigned to the Liquidation Trust, which shall be deemed to have assumed the obligation, and will remain in effect after the Effective Date if such indemnification, defense, reimbursement, or limitation is owed in connection with an event occurring before the Effective Date.

8.10. ***Exemption from Certain Transfer Taxes and Recording Fees.***

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity pursuant to or in connection with the Plan (including, if applicable, the Sale Transaction), including: (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtor or the Reorganized Debtor; (2) the creation, modification, consolidation, or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment, or recording of any lease or sublease; or (4) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan (including, if applicable, the Sale Transaction), including, without limitation, any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any U.S. federal, state or local document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the Confirmation Order shall direct the appropriate U.S. federal, state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. Unless the Bankruptcy Court orders otherwise, all sales, transfers, and assignments of owned and leased property approved by the Bankruptcy Court on or before the Effective Date shall be deemed to have been in furtherance of, or in connection with, this Plan.

8.11. ***Cancellation of Existing Securities and Agreements.***

Except for the purpose of evidencing a right to distribution under this Plan, and except as otherwise set forth in this Plan or in the Restructuring Transactions Memorandum, on the Effective Date, all agreements, including all intercreditor agreements, instruments, and other documents directly or indirectly evidencing, related to or connected with any Claim, and any rights of any Holder in respect thereof, shall be deemed cancelled, discharged and of no force or effect without further act or action under any applicable agreement, law, regulation, order, or rule. The holders of or parties to such cancelled instruments, securities and other documentation

will have no rights arising from or relating to such instruments, securities and other documentation or the cancellation thereof, except the rights provided for pursuant to this Plan. Notwithstanding anything to the contrary herein, the Credit Documents shall continue in effect solely to the extent necessary to permit Holders of the Prepetition Secured Obligations Claims to receive distributions under this Plan on account of such Claims.

On the Effective Date, except as otherwise specifically provided for in this Plan (including in the Restructuring Transactions Memorandum): (i) the obligations of the Debtor under any certificate, share, note, bond, agreement, indenture, purchase right, option, warrant, call, put, award, commitment, registration rights, preemptive right, right of first refusal, right of first offer, co-sale right, investor rights, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtor giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligations of or ownership interest in the Debtor that are specifically reinstated pursuant to this Plan, if any) shall be cancelled, terminated and of no further force or effect solely as to the Debtor, without further act or action, and the Debtor and the Reorganized Debtor, as applicable, shall not have any continuing obligations thereunder; and (ii) the obligations of the Debtor pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, or other instruments or documents evidencing or creating any indebtedness or obligation of or ownership interest in the Debtor (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of or ownership interest in the Debtor that are specifically reinstated pursuant to this Plan, if any) shall be automatically and fully released and discharged.

8.12. ***Management.***

(a) In the event of a New Equity Transaction, subject to the terms of the applicable New Organizational Documents, on the Effective Date, the manager(s) of the Reorganized Debtor shall consist of those individuals identified in the Plan Supplement to be filed with the Bankruptcy Court at or before the Confirmation Hearing. Commencing on the Effective Date, the manager(s) of the Reorganized Debtor shall serve pursuant to the terms of the applicable New Organizational Documents, and may be replaced or removed in accordance therewith.

(b) In the Event of a Sale Transaction, following the Effective Date, the Plan Administrator shall be the sole manager of the Wind Down Debtor. The manager of the Debtor prior to the Effective Date shall have no continuing obligations to the Reorganized Debtor or Wind Down Debtor on and after the Effective Date and each such manager shall be deemed to have resigned or shall otherwise cease to be a manager of the Debtor on the Effective Date.

8.13. ***D&O Liability Insurance Policies***

In accordance with the Plan, (i) on the Effective Date, the Debtor shall be deemed to have assumed all of the Debtor's D&O Liability Insurance Policies (including, without limitation, any

"tail policy" and all agreements, documents, or instruments related thereto, which "tail policy" shall not be otherwise terminated or reduced) in effect prior to the Effective Date pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court; (ii) confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies and, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtor under the Plan as to which no Proof of Claim or Proof of Interest need be filed and such indemnity obligations shall be liabilities of the Liquidation Trust; (iii) the Wind Down Debtor and Plan Administrator, as applicable, shall retain the ability to supplement such D&O Liability Insurance Policies as the Plan Administrator may deem necessary; and (iv) for the avoidance of doubt, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the assumption of each of the unexpired D&O Liability Insurance Policies. The D&O Liability Insurance Policies shall constitute Liquidation Trust Assets, provided that, for the avoidance of doubt, the D&O Liability Insurance Policies shall maintain coverage for those insureds currently covered by such policies for the remaining term of such policies and runoff or tail coverage after the Effective Date to the fullest extent permitted by such policies.

For the avoidance of doubt, on and after the Effective Date, the Wind Down Debtor and/or Plan Administrator shall be authorized to purchase a directors' and officers' liability insurance policy for the benefit of its members, trustees, officers, and managers in the ordinary course of business.

8.14. ***Corporate Action.***

(a) On the Effective Date, the New Organizational Documents and any other applicable amended and restated corporate Organizational Documents of the Reorganized Debtor, shall be deemed authorized in all respects. On the Effective Date, all actions contemplated by this Plan (including any transaction described in, or contemplated by, the Restructuring Transactions Memorandum) and the Restructuring Transactions shall be deemed authorized and approved in all respects, and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court.

(b) Any action under the Plan to be taken by or required of the Debtor or the Reorganized Debtor, including the adoption or amendment of certificates of formation, incorporation and by-laws, the issuance of securities and instruments, or the selection of officers or managers shall be authorized and approved in all respects, without any requirement of further action by any of the Debtor's or the Reorganized Debtor's equity holders, members, managers, boards of managers, or similar body, as applicable.

(c) On or (as applicable) before the Effective Date, the appropriate officers of the Debtor or the Reorganized Debtor, as applicable, shall be authorized and, as applicable, directed to issue, execute, deliver, acknowledge, file, and/or record, as applicable, such securities, documents, contracts, instruments, releases and other agreements and take such other action as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, in the name of and on behalf of the Debtor and the Reorganized Debtor, as applicable, without the necessity of any further Bankruptcy Court, limited liability company,

board, member, or shareholder approval or action. In addition, the selection of the persons who will serve as the initial officers and managers of the Reorganized Debtor as of the Effective Date shall be deemed to have occurred and be effective on and after the Effective Date without any requirement of further action by the board of managers, or equity holders of the Reorganized Debtor.

(d) The authorizations, approvals and directives contemplated by this Section 8.14 shall be effective notwithstanding any requirements under non-bankruptcy Law.

8.15. ***Ability to Seek and Obtain Discovery***

From and after the Effective Date, the Plan Administrator shall have the ability to seek and obtain examination (including document discovery and depositions) under Bankruptcy Rule 2004 against any Person or Entity in furtherance of the Plan and the purpose of the Liquidation Trust, and the Bankruptcy Court shall retain jurisdiction to order examinations (including examinations under Bankruptcy Rule 2004) against any Person or Entity, and to hear all matters with respect to the same.

8.16. ***Cash Investments in the Liquidation Trust.***

Funds in the Liquidation Trust shall be invested in demand and time deposits in banks or other savings institutions, or in other temporary, liquid investments, such as Treasury bills, consistent with the liquidity needs of the Liquidation Trust as determined by the Plan Administrator, in accordance with Bankruptcy Code section 345, unless the Bankruptcy Court otherwise requires; provided, however, that such investments are investments permitted to be made by a "liquidating trust" within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings or other controlling authorities.

8.17. ***Dissolution of the Liquidation Trust.***

The Plan Administrator shall be discharged and the Liquidation Trust shall be terminated, at such time as: (a)(i) all of the Liquidation Trust Assets have been liquidated; (ii) all duties and obligations of the Plan Administrator under the Liquidation Trust Agreement have been fulfilled; and (iii) all Distributions required under the Liquidation Trust Agreement have been made; or (b) as otherwise provided in the Liquidation Trust Agreement. Upon dissolution of the Liquidation Trust, any remaining Liquidation Trust Assets shall be transferred by the Plan Administrator to the Holders of Allowed Existing Equity Interests pursuant to Section 4.6.

8.18. ***Control Provisions.***

To the extent there is any inconsistency between this Plan as it relates to the Liquidation Trust and the Liquidation Trust Agreement, the terms of the Plan shall control.

8.19. ***Limitation of Liability; Indemnification***

The Plan Administrator and each of its respective designees, employees, agents, representatives or professionals shall not be liable for the act or omission of any other member, designees, agent or representative of the Plan Administrator, nor shall they be liable for any act

or omission taken or omitted to be taken in their respective capacities, other than acts or omission resulting from willful misconduct, gross negligence, or fraud. The Plan Administrator shall be entitled to enjoy all of the rights, powers, immunities and privileges applicable to a chapter 7 trustee. The Plan Administrator may, in connection with the performance of its functions, and in its sole and absolute discretion, consult with attorneys, accountants, financial advisors and agents, which consultation may act as a defense for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such persons. Notwithstanding such authority, the Plan Administrator shall not be under any obligation to consult with attorneys, accountants, financial advisors or agents, and their determination not to do so shall not result in the imposition of liability, unless such determination is based on willful misconduct, gross negligence or fraud. The Liquidation Trust shall indemnify and hold harmless the Plan Administrator and its designees and professionals, and all duly designated agents and representatives thereof (in their capacity as such), from and against and in respect of all liabilities, losses, damages, claims, costs and expenses, including, but not limited to attorneys' fees and costs arising out of or due to such actions or omissions, or consequences of their actions or omissions with respect or related to the performance of their duties or the implementation or administration of the Plan; 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.

8.20. *Preservation of Causes of Action*

In accordance with section 1123(b)(3) of the Bankruptcy Code, but subject in all respects to Article XIII, the Reorganized Debtor, or with respect to any Causes of Action that are Liquidation Trust Assets (including, for the avoidance of doubt, the Avoidance Actions), the Plan Administrator, shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any Avoidance Actions not otherwise released under the Plan and any other actions specifically enumerated in the Schedule of Retained Causes of Action, and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtor or with respect to any Causes of Action that are Liquidation Trust Assets (including, for the avoidance of doubt, the Avoidance Actions), the Plan Administrator, may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtor or the Liquidation Trust, as applicable.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Causes of Action against it as any indication that the Debtor, the Reorganized Debtor, or with respect to any Causes of Action that are Liquidation Trust Assets, the Plan Administrator, as applicable, will not pursue any and all available Causes of Action against it. The Debtor, the Reorganized Debtor, or with respect to any Causes of Action that are Liquidation Trust Assets, the Plan Administrator, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan. For the avoidance of doubt, all of the Debtor's and the Estate's Causes of Action shall vest in the Liquidation Trust upon the Effective Date unless otherwise specifically identified as sold to a Successful Bidder pursuant to the Sale Documents or retained by the Reorganized

Debtor pursuant to the New Equity Documents, as applicable, or as otherwise specifically provided in the Schedule of Retained Causes of Action.

Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Court order, including, pursuant to Article XIII hereof, the Debtor, Reorganized Debtor, or with respect to any Causes of Action that are Liquidation Trust Assets, Plan Administrator, as applicable, 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, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the confirmation of the Plan or Consummation. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to this Section 8.20 include any claim or Cause of Action released pursuant to Article XIII.

In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action that the Debtor may hold against any Entity shall vest in the Reorganized Debtor, except for Causes of Actions that are Liquidation Trust Assets (including, for the avoidance of doubt, the Avoidance Actions), which shall vest in the Liquidation Trust in accordance with the Plan. The Reorganized Debtor, or with respect to any Causes of Action that are Liquidation Trust Assets (including, for the avoidance of doubt, the Avoidance Actions), the Plan Administrator, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtor shall have the exclusive right, authority, and discretion to determine and to 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. The Plan Administrator shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action that are Liquidation Trust Assets, 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.

ARTICLE IX.
DISTRIBUTIONS

9.1. *Distributions.*

The Disbursing Agent shall make all distributions to the applicable Holders of Allowed Claims in accordance with the terms of this Plan and the Liquidation Trust Agreement. Following the transfer of the Liquidation Trust Assets to the Liquidation Trust, the Plan Administrator shall make continuing efforts to liquidate all Liquidation Trust Assets in accordance with the Plan and the Liquidation Trust Agreement, provided that the timing of all Distributions made by the Plan Administrator to Liquidation Trust Beneficiaries shall be in accordance with the Liquidation Trust Agreement and the Plan.

9.2. ***No Postpetition Interest on Claims.***

Except with respect to the Prepetition Secured Obligations Claims, as provided in Section 4.3, and unless otherwise specifically provided for in the Confirmation Order or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no Holder of a Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

9.3. ***Date of Distributions.***

Unless otherwise provided herein, any distributions under this Plan and deliveries to be made hereunder shall be made on the applicable Distribution Date; provided that the Plan Administrator may utilize periodic Distribution Dates to the extent that use of a periodic Distribution Date does not delay payment of the Allowed Claim more than thirty (30) days. In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

9.4. ***Distribution Record Date.***

As of the close of business on the Distribution Record Date, the various lists of Holders of Claims in each of the Classes, as maintained by the Debtor, or its agents, shall be deemed closed and there shall be no further changes in the record as to the Holders of any of the Claims after the Distribution Record Date. Neither the Debtor nor the Disbursing Agent shall have any obligation to recognize any transfer of Claims occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment of any Cure Amounts or any Cure Disputes in connection with the assumption and/or assignment of the Debtor's Executory Contracts and Unexpired Leases, neither the Debtor nor the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable Executory Contract or Unexpired Lease, even if such non-Debtor party has sold, assigned or otherwise transferred its Claim for a Cure Amount.

9.5. ***Disbursing Agent.***

(a) Powers of Disbursing Agent. The Disbursing Agent shall be empowered to: (i) effectuate all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (ii) make all applicable distributions under this Plan or payments contemplated hereby; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date), pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

(b) Expenses Incurred by the Disbursing Agent on or After the Effective Date. Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims

(including reasonable attorney and other professional fees and expenses) of the Disbursing Agent shall be paid in Cash and will not be deducted from distributions under this Plan made to Holders of Allowed Claims by the Disbursing Agent. The foregoing fees and expenses shall be paid in the ordinary course, upon presentation of invoices to the Plan Administrator and without the need for approval by the Bankruptcy Court. In the event that the Disbursing Agent and the Plan Administrator are unable to resolve a dispute with respect to the payment of the Disbursing Agent's fees, costs and expenses, the Disbursing Agent may elect to submit any such dispute to the Bankruptcy Court for resolution.

(c) Bond. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court and, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Liquidation Trust. Furthermore, any such Entity required to give a bond shall notify the Bankruptcy Court and the U.S. Trustee in writing before terminating any such bond that is obtained.

(d) Cooperation with Disbursing Agent. The Plan Administrator shall use all commercially reasonable efforts to provide the Disbursing Agent with the amount of Claims and the identity and addresses of Holders of Claims, in each case, that are entitled to receive distributions under this Plan, as set forth in the Debtor's books and records. The Wind Down Debtor and Plan Administrator, as applicable, will cooperate in good faith with the Disbursing Agent to comply with the withholding and reporting requirements outlined in Section 9.13 of this Plan.

9.6. *Delivery of Distribution.*

Subject to the provisions contained in this Article IX, with respect to distributions required to be made to Holders of Allowed Claims by the Plan Administrator under this Plan, the Disbursing Agent will, subject to Bankruptcy Rule 9010, make all distributions under this Plan or payments to any Holder of an Allowed Claim as and when required by this Plan at: (a) the address of such holder on the books and records of the Debtor or its agents; or (b) the address in any written notice of address change delivered to the Debtor or the Disbursing Agent, including any addresses included on any filed Proofs of Claim or transfers of Claim filed with the Bankruptcy Court. In the event that any distribution under this Plan to any such Holder is returned as undeliverable, no distribution or payment to such Holder shall be made unless and until the Disbursing Agent has been notified of the then current address of such Holder, at which time or as soon as reasonably practicable thereafter such distribution under this Plan shall be made to such Holder without interest; provided, however, that such distributions under this Plan or payments shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of the later of ninety (90) days from: (i) the Effective Date; and (ii) the first Distribution Date after such Holder's Claim is first Allowed.

9.7. *Unclaimed Property.*

Ninety (90) days from the later of: (i) the Effective Date, and (ii) the first Distribution Date after such Holder's Claim is first Allowed, all unclaimed property, wherever located, or interests in property distributable hereunder on account of such Claim shall revert to the Debtor

and become a Liquidation Trust Asset, and any Claim or right of the Holder of such Claim to such property, wherever located, or interest in property shall be discharged and forever barred. The Plan Administrator and Disbursing Agent, if applicable, shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtor's books and records, and the Proofs of Claim filed against the Debtor, as reflected on the Claims Register maintained by the Claims Agent.

9.8. ***Satisfaction of Claims.***

Unless otherwise specifically provided herein, any distributions under this Plan and deliveries to be made on account of Allowed Claims hereunder shall be in complete settlement, satisfaction and discharge of such Allowed Claims.

9.9. ***Manner of Payment Under Plan.***

Except as specifically provided herein, at the option of the Plan Administrator, any Cash payment to be made hereunder may be made by a check or wire transfer.

9.10. ***De Minimis Cash Distributions.***

The Plan Administrator and the Disbursing Agent, if applicable, shall have no obligation to make a distribution that is less than $50.00 in Cash.

9.11. ***Distributions on Account of Allowed Claims Only.***

Notwithstanding anything herein to the contrary, no distribution under this Plan shall be made on account of a Claim until such Claim becomes an Allowed Claim.

9.12. ***No Distribution in Excess of Amount of Allowed Claim.***

Notwithstanding anything herein to the contrary, no Holder of an Allowed Claim shall, on account of such Allowed Claim, receive a distribution under this Plan of a value in excess of the Allowed amount of such Claim.

9.13. ***Withholding and Reporting Requirements.***

In connection with this Plan and all distributions under this Plan hereunder, the Plan Administrator, the Disbursing Agent and any Claims Agent shall comply with all withholding and reporting requirements imposed by any U.S. federal, state, provincial, local or foreign tax law, and all distributions under this Plan hereunder shall be subject to any such withholding and reporting requirements. The Plan Administrator, the Disbursing Agent and any Claims Agent shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including requiring a Holder of a Claim to submit appropriate tax and withholding certifications. Notwithstanding any other provision of this Plan: (a) each Holder of an Allowed Claim that is to receive a distribution under this Plan under this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding and other tax obligations on account of such distribution; and (b) no distributions under this Plan shall be

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

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

(a) Claims Paid by Third Parties

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

(b) Claims Payable by Insurers

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

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

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

(c) Applicability of Insurance Policies

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

ARTICLE X.
PROCEDURES FOR RESOLVING CLAIMS

10.1. ***Claims Process.***

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

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

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

10.3. ***Payments and Distributions with Respect to Disputed Claims.***

If an objection to a Claim is filed as set forth in Section 10.2, except as otherwise agreed by (i) the Plan Administrator or (ii) the Wind Down Debtor, as applicable, if any portion of a Claim (other than a Fee Claim) is a Disputed Claim, no payment or distribution (partial or otherwise) provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

ARTICLE XI.
EXECUTORY CONTRACTS AND UNEXPIRED LEASES

11.1. ***Assumption and Assignment Procedures in the Bidding Procedures Order.***

Pursuant to the Bidding Procedures Order, the Bankruptcy Court approved certain Assumption and Assignment Procedures for the assumption and assignment of Executory Contracts and Unexpired Leases to a Successful Bidder. The Debtor's service of any Assumption and Assignment Notice or Supplemental Assumption and Assignment Notice on counterparties to any Executory Contracts and Unexpired Leases proposed to be assumed or assumed and assigned shall be deemed sufficient notice of any such proposed assumption or assumption and assignment pursuant to the terms of the Plan.

Any counterparty to an Executory Contract or Unexpired Lease that fails to raise a timely objection to any Assumption and Assignment Notice or Supplemental Assumption and Assignment Notice shall be deemed to have waived any objection to the designated Cure Amount, adequate assurance of future performance, or any other objection to the assumption or assumption and assignment of the relevant Executory Contract or Unexpired Lease pursuant to the Bidding Procedures Order or this Plan.

11.2. ***Assumption and Rejection of Executory Contracts and Unexpired Leases.***

(a) Sale Transaction. On the Effective Date, in the event a Sale Transaction is consummated, to the extent assumption has not already occurred pursuant to the Sale Order, the Assumed Contracts to be assumed and assigned in connection with such Sale Transaction will be deemed assumed and assigned to the applicable Successful Bidder in accordance with the Bidding Procedures Order, Sale Order, and applicable Sale Documents. Except as otherwise provided in the Sale Order, following the closing of a Sale Transaction, the Debtor or Plan Administrator, as applicable, shall file a notice with the Bankruptcy Court identifying the Assumed Contracts that were assumed and assigned to the applicable Successful Bidder at the closing of the Sale Transaction (the "***Post-Closing Assumed Contracts List***"), which may be supplemented or amended in the event of any omission. Only those Executory Contracts or Unexpired Lease identified on the Post-Closing Assumed Contracts List shall be deemed assumed and assigned to the Successful Bidder as of the closing of the Sale Transaction.

On the Effective Date, in the event of a Sale Transaction, except as otherwise provided herein, any Executory Contract or Unexpired Lease (i) not previously assumed, (ii) not assumed and assigned in accordance with any Sale Documents or the Sale Order, (iii) not previously rejected pursuant to an order of the Bankruptcy Court, or (iv) subject of a pending motion to

reject, assume or assume and assign, will be deemed rejected by the Debtor as of the Effective Date except any Executory Contract or Unexpired Lease identified on the Plan Assumed Contracts List or Supplemental Plan Assumed Contracts List.

(b) New Equity Transaction. On the Effective Date, in the event of a New Equity Transaction, except as otherwise provided herein, any Executory Contracts and Unexpired Leases (i) not previously assumed, or (ii) not previously rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected as of the Effective Date except any Executory Contract or Unexpired Lease previously identified on the Assumption and Assignment Notice or Supplemental Assumption and Assignment Notice or identified on the Plan Assumed Contracts List or Supplemental Plan Assumed Contracts List.

Following the Effective Date, the Reorganized Debtor or Plan Administrator, as applicable, shall file a notice with the Bankruptcy Court identifying the Assumed Contracts that were assumed by the Reorganized Debtor, assumed by the Wind Down Debtor (if applicable), or assumed and assigned to the Liquidation Trust (the "***Post-Effective Date Assumed Contracts List***"), which may be supplemented or amended in the event of any omission. Only those Executory Contracts or Unexpired Leases identified on the Post-Effective Date Assumed Contracts List shall be deemed as being assumed by the Reorganized Debtor, assumed by the Wind Down Debtor (if applicable), or assumed and assigned to the Liquidation Trust, as applicable, and as of the Effective Date.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions, assumptions and assignments, or rejections of the Debtor's Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date or, as to assumed Executory Contracts and Unexpired Leases, on such later date as may be identified on the Assumed Contracts List. Each Executory Contract and Unexpired Lease that has not been assumed or assumed and assigned pursuant to Bankruptcy Court order, the Bidding Procedures, the Sale Documents, the New Equity Documents, or this Plan, shall be deemed rejected as of the Effective Date. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease or the execution of any other Restructuring Transaction (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. For the avoidance of doubt, confirmation of the Plan shall not, except as otherwise provided herein or in the Restructuring Transactions Memorandum, be deemed an assignment of any Executory Contract or Unexpired Lease of the Debtor, notwithstanding any change in name, organizational form, or jurisdiction of organization of the Debtor in connection with the occurrence of the Effective Date.

Notwithstanding anything to the contrary herein, the Debtor reserves the right to amend or supplement the Plan Assumed Contracts List in its discretion prior to the Effective Date (or such later date as may be permitted by this Plan or the Confirmation Order); provided that the Debtor shall give prompt notice of any such amendment or supplement to any affected

counterparty and such counterparty shall have a reasonable opportunity to object thereto on any grounds.

11.3. ***Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.***

Notwithstanding anything to the contrary herein, in the event of a Sale Transaction, the terms of the Assumption and Assignment Procedures, Bidding Procedures Order, any Sale Documents, and any Sale Order shall govern the cure of defaults, assumption and assignment, and compliance with section 365 of the Bankruptcy Code with respect to any Executory Contracts or Unexpired Leases assumed and assigned pursuant to such Sale Documents and Sale Order.

In the event of a New Equity Transaction, except to the extent that less favorable treatment has been agreed to by the non-Debtor party or parties to each such Executory Contract or Unexpired Lease to be assumed or assumed and assigned pursuant to the Plan, any monetary defaults arising under such Executory Contract or Unexpired Lease shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the appropriate amount (the "***Cure Amount***") in full in Cash by the Debtor, Reorganized Debtor, or Plan Administrator (as shall be designated in the Plan Supplement, Definitive Documents, or any other notice filed with the Bankruptcy Court) either (i) on the Effective Date or as soon as reasonably practicable thereafter, or (ii) in the event of a Cure Dispute, within thirty (30) days after the date on which such Cure Dispute has been resolved (either consensually or through judicial decision).

With respect to all Executory Contracts and Unexpired Leases to which the Debtor is a party that were not previously identified in the Assumption and Assignment Notice or any Supplemental Assumption and Assignment Notice under the Bidding Procedures Order, the Debtor shall file the Plan Assumed Contracts List, setting forth the Cure Amount, if any, for each Executory Contract and Unexpired Lease to be assumed or assumed and assigned pursuant to Section 11.1 of this Plan, and serve such Plan Assumed Contracts List on each applicable counterparty. **Any party to an Executory Contract or Unexpired Lease to which a Debtor is a counterparty that fails to object to the applicable Cure Amount listed on the Plan Assumed Contracts List within fourteen (14) calendar days of the filing thereof, shall be forever barred, estopped and enjoined from disputing the Cure Amount set forth on the Plan Assumed Contracts List (including a Cure Amount of $0.00) and/or from asserting any Claim against the applicable Debtor or Reorganized Debtor arising under section 365(b)(1) of the Bankruptcy Code except as set forth on the Plan Assumed Contracts List.**

If, prior to the Effective Date, the Debtor identifies additional Executory Contracts and Unexpired Leases to which the Debtor is a counterparty that might be assumed or assumed and assigned by the Debtor pursuant to the Plan, the Debtor will promptly file a supplemental Assumed Contracts List ("***Supplemental Plan Assumed Contracts List***") and serve such Supplemental Assumed Contracts List on each applicable counterparty. Each applicable counterparty shall have fourteen (14) calendar days of the filing thereof to object to the applicable Cure Amount set forth on the Supplemental Assumed Contracts List.

In the event of a dispute relating to the Plan Assumed Contracts List or Supplemental Plan Assumed Contracts List (each, a "***Cure Dispute***") regarding: (i) the Cure Amount; (ii) the

ability of the Debtor, Successful Bidder, Reorganized Debtor, Wind Down Debtor, or Plan Administrator, as applicable, to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or assumed and assigned; or (iii) any other matter pertaining to the proposed assumption or assumption and assignment, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving such Cure Dispute and approving the assumption or assumption and assignment. To the extent a Cure Dispute relates solely to the Cure Amount, the Debtor may assume and/or assume and assign the relevant contract or lease prior to the resolution of the Cure Dispute; provided that the Successful Bidder (in the event of a proposed assumption by the Reorganized Debtor or assumption and assignment to the Successful Bidder), Wind Down Debtor (in the event of assumption by the Debtor for the benefit of the Wind Down Debtor), or Plan Administrator (in the event of assumption and assignment to the Liquidation Trust) reserves Cash in an amount sufficient to pay the full amount asserted as the required cure payment by the non-Debtor party to such contract or lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court).

11.4. ***Claims Based on Rejection of Executory Contracts and Unexpired Leases.***

Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Claims arising from the rejection of the Executory Contracts and Unexpired Leases under this Plan must be filed with the Claims Agent within thirty (30) days after the date of the effectiveness of the rejection of the applicable Executory Contract or Unexpired Lease. **Any Proofs of Claim arising from the rejection of the Executory Contracts and Unexpired Leases that are not timely filed shall be subject to disallowance by further order of the Bankruptcy Court upon objection on such grounds.** All Allowed Claims arising from the rejection of Executory Contracts or Unexpired Leases shall constitute General Unsecured Claims and shall be treated in accordance with Article IV, except to the extent such Allowed Claim, or a portion of such Allowed Claim, arising from the rejection of an Executory Contract is secured, in which case such Allowed Claim, or such portion of such Allowed Claim, shall be an Other Secured Claim and treated in accordance with Article IV.

11.5. ***Reservation of Rights.***

Neither the exclusion nor inclusion of any contract or lease in the Plan Assumed Contracts List, Supplemental Plan Assumed Contracts List, or the Assumption and Assignment Notice or any Supplemental Assumption and Assignment Notice under the Bidding Procedures Order, as applicable, nor anything contained in the Plan or Definitive Documents, nor the Debtor's delivery of a notice of proposed assumption or assumption and assignment and proposed Cure Amount to any contract or lease counterparties, shall constitute an admission by the Debtor that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Debtor, Reorganized Debtor, Plan Administrator, or Liquidation Trust has any liability thereunder.

If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtor, Reorganized Debtor, or Plan Administrator, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute

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

11.6. ***Insurance Policies.***

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

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

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

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

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

ARTICLE XII.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

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

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

(a) the final version of the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been filed in a manner consistent in all material respects with the Plan;

(b) entry of the Conditional Approval and Procedures Order;

(c) entry of the Confirmation Order;

(d) the Debtor's designation of a Successful Bid and Successful Bidder pursuant to the Bidding Procedures Order; and

(e) the Successful Bid set forth in the applicable Sale Documents or New Equity Documents shall not have been terminated in accordance with their terms.

12.2. ***Conditions Precedent to the Effective Date.***

The occurrence of the Effective Date is subject to the satisfaction or waiver of the following conditions:

(a) the Confirmation Order having become a Final Order in the Chapter 11 Case, which shall not have been stayed, reversed, vacated, amended, supplemented or otherwise modified;

(b) no court of competent jurisdiction or other competent governmental or regulatory authority having issued a final and non-appealable order making illegal or otherwise restricting, preventing or prohibiting the Restructuring Transactions or consummation of the Plan;

(c) each of the applicable Definitive Documents having been executed, delivered, acknowledged, and/or filed, as applicable, by the Entities and Persons intended to be parties thereto and effectuated and remain in full force and effect, and any conditions precedent related thereto or contained therein having been satisfied before or contemporaneously with the occurrence of the Effective Date or otherwise waived in accordance with such applicable Definitive Documents;

(d) in the event of the New Equity Transaction, each of the offers, issuances, sales, and/or deliveries of New Equity in connection with the New Equity Transaction shall be exempt from the registration and prospectus delivery requirements of the Securities Act, no proceeding by any Governmental Unit or other Entity or Person that alleges that any such offer, issuance, sale and/or delivery is not exempt from the registration and prospectus delivery requirements of the Securities Act shall be pending on the Effective Date, and no such proceeding shall be threatened in writing or instituted by any Governmental Unit on or prior to the Effective Date;

(e) all of the actions set forth in the Restructuring Transactions Memorandum, as applicable, having been completed and implemented;

(f) in the event of a New Equity Transaction, the New Equity Documents, as applicable, not having been terminated in accordance with their terms;

(g) in the event of a Sale Transaction, the Sale Documents, as applicable, not having been terminated in accordance with their terms;

(h) in the event of a Sale Transaction, the Sale Order having become a Final Order in the Chapter 11 Case, which shall not have been stayed, reversed, vacated, amended, supplemented or otherwise modified;

(i) there not having been instituted or threatened to be instituted any action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) by any Governmental Entity (x) making illegal, enjoining, or otherwise prohibiting the consummation of the Restructuring Transactions contemplated herein and in the Definitive Documents or (y) imposing a material award, claim, injunction, fine or penalty that, in each case, both (1) is not dischargeable, as determined by the Bankruptcy Court in the Confirmation Order, and (2) has a material adverse effect on the financial condition or operations of the Reorganized Debtor, taken as whole;

(j) the Debtor having obtained all authorizations, consents and regulatory approvals, if any, required to be obtained, and having filed all notices and reports, if any, required to be filed, including with any Governmental Unit, by the Debtor in connection with this Plan's effectiveness, in each case, as may be required by a Governmental Unit;

(k) in the event of the New Equity Transaction, the New Equity to be issued and/or delivered on the Effective Date having been validly issued by the Reorganized Debtor, having been fully paid and non-assessable, and being free and clear of all taxes, Liens, Claims, Interests, and other encumbrances, pre-emptive rights, rights of first refusal, subscription rights and similar rights, except for any restrictions on transfer as may be imposed by (i) applicable securities Laws and (ii) the New Organizational Documents of the Reorganized Debtor;

(l) all requisite filings with any Governmental Unit and third parties having become effective, and all such Governmental Unit and third parties having approved or consented to the Restructuring Transactions, to the extent required;

(m) any and all requisite regulatory approvals, and any other authorizations, consents, rulings, or documents required to implement and effectuate the Restructuring Transactions having been obtained;

(n) the Liquidation Trust shall be established and validly existing and the Liquidation Trust Agreement shall have been executed; and

(o) the following documents being in full force and effect substantially contemporaneous with the consummation of the Restructuring Transactions, and not having been, as applicable, stayed, modified, reversed, vacated, subject to any pending appeal, and/or terminated prior to the Effective Date: (i) the New Organizational Documents, if applicable; (ii) any Sale Order, if applicable; (iii) to the extent not included in the foregoing, all documents needed to effectuate the Restructuring Transactions; and (iv) all other documents necessary to consummate a transaction of the type contemplated by this Plan to the extent not otherwise listed above.

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

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

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

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

12.5. ***Binding Effect.***

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

The requirements under Bankruptcy Rule 3020(e) that an order confirming a plan is stayed until the expiration of fourteen days after entry of the order shall be waived by the Confirmation Order. The Confirmation Order shall take effect immediately and shall not be stayed pursuant to the Bankruptcy Code, Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062 or otherwise.

12.6. ***Substantial Consummation.***

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

ARTICLE XIII.
RELEASE, INJUNCTION, AND RELATED PROVISIONS

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

Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of all Equity Interests and Claims of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against the Debtor, the Reorganized Debtor or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Equity Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Proof of Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim is Allowed; or (3) the Holder of such Claim or Equity Interest has accepted the Plan. Except as otherwise provided herein, any default by the Debtor with respect to any Claim that existed immediately prior to or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan. For the avoidance of doubt, (i) nothing in this Section 13.1 shall affect the rights of Holders of Claims to seek to enforce the Plan, including the distributions to which Holders of Allowed Claims are entitled under the Plan, and (ii) notwithstanding any other Plan provision to the contrary, in the event a Sale Transaction is consummated, the Debtor shall not receive a discharge, pursuant to section 1141(d)(3) of the Bankruptcy Code.

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

equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Plan Administrator may compromise and settle any Claims against the Debtor and its Estate, as well as claims and Causes of Action against other Entities.

13.2. *Releases by the Debtor.*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtor will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release, to the maximum extent permitted by law, to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Debtor) and their respective assets and properties (the "Debtor Release") from any and all claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtor, including, without limitation, (i) the Chapter 11 Case, this Combined Disclosure Statement and Plan, the Definitive Documents, the New Equity Transaction, the Sale Transaction, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (iii) the business or contractual arrangements between the Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of this Combined Disclosure Statement and Plan, the Plan Supplement, the Definitive Documents, any Sale Documents, any New Equity Documents, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Case; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtor or the Reorganized Debtor; (vii) any actions taken against the Debtor or any of its Affiliates prior to the Effective Date to recover on any Claim against the Debtor or any Equity Interest in the Debtor; and/or (viii) the confirmation or consummation of this Plan or the solicitation of votes on this Plan, in each case, that the Debtor would have been legally entitled to assert (whether individually, collectively, or on behalf of any Holder of a Claim or Equity Interest) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, the Debtor, its Estate or the Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (x) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party; and/or (y) the rights of the Debtor, Reorganized Debtor, Wind

Down Debtor, or Plan Administrator to enforce this Plan, any New Equity Documents, any Sale Documents, and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or any Restructuring Transactions or assumed pursuant to this Plan or any Sale Transaction or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Section 13.2 shall or shall be deemed to prohibit the Debtor, Reorganized Debtor, Wind Down Debtor, or Plan Administrator from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non- compete obligation owed to the Debtor or the Reorganized Debtor. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (1) any obligations arising on or after the Effective Date of any party or Entity under the Plan, any Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth herein; and (2) all Retained Causes of Action set forth in the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtor and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after consideration of the likelihood of success of any Claims released by the Debtor; and (6) a bar to any of the Debtor, its Estate, the Reorganized Debtor, the Wind Down Debtor, or the Plan Administrator from asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release.

13.3. *Third-Party Release.*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor above, each Non-Debtor Releasing Party, on behalf of itself and any other Persons that might seek to claim under or through such Non-Debtor Releasing Party, including any Affiliates, heirs, executors, administrators, successors,

assigns, managers, accountants, attorneys, Representatives, consultants, and agents, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third-Party Release") from any and all Claims, Interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to the Debtor, including, without limitation, (i) the Chapter 11 Case, this Combined Disclosure Statement and Plan, the Definitive Documents, the New Equity Transaction, the Sale Transaction, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (iii) the business or contractual arrangements between the Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of this Combined Disclosure Statement and Plan, the Plan Supplement, the Definitive Documents, any Sale Documents, any New Equity Documents, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Case; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtor or the Reorganized Debtor; (vii) any actions taken against the Debtor or any of its Affiliates prior to the Effective Date to recover on any Claim against the Debtor or any Equity Interest in the Debtor; and/or (viii) the confirmation or consummation of this Plan or the solicitation of votes on this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, that the foregoing provisions of this Third-Party Release shall not operate to waive or release: (x) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party; and/or (y) the rights of such Non-Debtor Releasing Party to enforce this Plan, any Sale Documents, any New Equity Documents, and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or any Sale Transaction or assumed pursuant to this Plan or any Sale Transaction or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (1) any obligations arising on or after the Effective Date of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or

agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth herein; or (2) any retained Causes of Action, including, without limitation, as set forth on the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtor and its Estate; (5) fair, equitable, and reasonable; (6) given and made after consideration of the likelihood of success of any Claims released pursuant to the Third-Party Release and after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

For the avoidance of doubt, neither the Third-Party Release nor any other provision of this Section 13.3 shall apply to any Person or Entity that makes the Third-Party Release Opt-Out Election.

13.4. *Exculpation.*

Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third-Party Release, and except as otherwise specifically provided in the Plan, the Exculpated Party shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to: the administration of the Chapter 11 Case, commencement of the Chapter 11 Case, pursuit of confirmation and consummation of the Plan, making distributions under the Plan, the Disclosure Statement, the New Equity Transaction, the Sale Transaction, the Sale Process, the Sale Order, or the solicitation of votes for, or confirmation of, this Plan; the occurrence of the Effective Date; the administration of this Plan or the property to be distributed under this Plan; the issuance of securities under or in connection with this Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtor; or the transactions or documentation in furtherance of any of the foregoing; or any other postpetition, pre-Effective Date act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtor, the approval of the Disclosure Statement or confirmation or consummation of this Plan; provided, however, that the foregoing provisions of this Exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final

Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel, to the extent otherwise permitted under applicable non-bankruptcy law, concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing Exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Section 13.4 shall or shall be deemed to prohibit the Debtor, the Reorganized Debtor, or the Plan Administrator from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtor or the Reorganized Debtor, in each case unless otherwise expressly provided for in this Plan. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Party from liability.

13.5. ***Injunction.***

Except as otherwise provided herein or for obligations issued pursuant hereto, all Persons or Entities that have held, hold, or may hold (i) Claims or Interests in or against the Debtor, its property, or the Estate, or (ii) any claims or Causes of Action that have been settled, released, discharged, or are subject to Exculpation pursuant to Article XIII, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party or the property or Estate of the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estate of the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action unless such Holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in

connection with or with respect to any Claims, Interests, claims, or Causes of Action released, discharged, exculpated, or settled pursuant to the Plan.

13.6. ***Gatekeeper Provision.***

No party may commence, continue, amend, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, amending, or pursuing, a Cause of Action of any kind against the Released Parties or the Exculpated Party that relates to, or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of, a Cause of Action subject to Section 13.2, Section 13.3, or Section 13.4 related to the Chapter 11 Case and any related adversary proceedings, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of, as applicable, the Chapter 11 Case, the Combined Disclosure Statement and Plan (including, for the avoidance of doubt, the Plan Supplement), the Sale Order, the Definitive Documents, or any transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the foregoing (including, for the avoidance of doubt, any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), the pursuit of confirmation of the Plan, the pursuit of consummation of the Plan, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act, or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date without first (1) requesting a determination from the Bankruptcy Court, after notice and a hearing, that such Cause of Action represents a colorable claim against a Released Party or Exculpated Party, and is not a Claim that the Debtor released under the Plan, which request must attach the complaint or petition proposed to be filed by the requesting party; and (2) obtaining from the Bankruptcy Court specific authorization for such party to bring such Cause of Action against any such Released Party or Exculpated Party. Any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Cause of Action is colorable and, only to the extent legally permissible, will have jurisdiction to adjudicate the underlying colorable Cause of Action.

13.7. ***Setoffs and Recoupment.***

Except as otherwise provided herein, the Debtor, Reorganized Debtor, Wind Down Debtor, or the Plan Administrator, as applicable, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable bankruptcy or non-bankruptcy law, or as may be agreed to by the Holder of an Allowed Claim, may set off or recoup against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any claims, rights, and Causes of Action of any nature that the applicable Debtor, Reorganized Debtor, Wind Down Debtor, or Liquidation Trust may hold against the Holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan, a Final

Order or otherwise); provided that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Debtor, Reorganized Debtor, Wind Down Debtor, or the Plan Administrator, as applicable, of any such claims, rights, and Causes of Action.

13.8. ***Release of Liens.***

Except as otherwise provided in the Confirmation Order, herein or in any contract, instrument, release, or other agreement or document amended or created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtor elects to reinstate in accordance with this Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor and its successors and assigns or the Wind Down Debtor, Liquidation Trust, or Plan Administrator, as applicable. Any Holder of a Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtor, to release any Collateral or other property of the Debtor (including any cash collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtor to evidence the release of such Liens and/or security interests, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency, records office, or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Reorganized Debtor, the Wind Down Debtor, or the Plan Administrator (at the expense of the Debtor, Reorganized Debtor, Wind Down Debtor, or Plan Administrator, as applicable) that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of Uniform Commercial Code termination statements, deposit account control agreement terminations, and any other applicable filings or recordings, and the Reorganized Debtor, the Wind Down Debtor, or the Plan Administrator, as applicable, shall be entitled to file Uniform Commercial Code terminations or to make any other such filings or recordings on such Holder's behalf.

ARTICLE XIV.
RETENTION OF JURISDICTION

Pursuant to sections 105 and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all

matters arising in, arising under, or related to the Chapter 11 Case for, among other things, the following purposes:

(a) To hear and determine applications for the assumption or rejection of Executory Contracts or Unexpired Leases and the Cure Disputes resulting therefrom;

(b) To determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date;

(c) To hear and resolve any disputes arising from or relating to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004, or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(d) To ensure that distributions under this Plan to Holders of Allowed Claims are accomplished as provided herein;

(e) To consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim;

(f) To enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified or vacated;

(g) To issue and enforce injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) To hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in this Combined Disclosure Statement and Plan or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) To hear and determine all Fee Claims;

(j) To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order, the Sale Documents (if any), the New Equity Documents (if any), the Liquidation Trust Agreement, or any agreement, instrument, or other document governing or relating to any of the foregoing; provided that the Bankruptcy Court shall not retain jurisdiction over disputes concerning documents contained in the Plan Supplement or other Definitive Documents that have a jurisdictional, forum selection or dispute resolution clause that refers disputes to a different court and any disputes concerning such documents contained shall be governed in accordance with the provisions of such documents;

(k) To take any action and issue such orders, including any such action or orders as may be necessary after occurrence of the Effective Date and/or consummation of the Plan, as may be necessary to construe, enforce, implement, execute, and consummate this Plan,

including any release or injunction provisions set forth herein, or to maintain the integrity of this Plan following consummation;

(l) To determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(m) To hear and determine all disputes involving the existence, nature or scope of the discharge, releases and injunction provisions contained in the Plan;

(n) To hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(o) To hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code;

(p) To resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Case, the Confirmation Hearing, the Administrative Bar Date, or the deadline for responding or objecting to a Cure Amount, for the purpose of determining whether a Claim or Interest is discharged hereunder, or for any other purpose;

(q) To recover all assets or property of the Debtor, assets or property of the Estate, and assets or property of the Liquidation Trust, wherever located; and

(r) To enter a final decree closing the Chapter 11 Case.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Case, the provisions of this Article XIV shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

ARTICLE XV.
MISCELLANEOUS PROVISIONS

15.1. *Termination of Professional Persons.*

On the Effective Date, in the event of a New Equity Transaction, the engagement of each Professional Person retained by the Debtor shall be terminated without further order of the Bankruptcy Court or act of the parties; provided, however, such Professional Persons shall be entitled to prosecute their respective Fee Claims and represent their respective constituents with respect to applications for allowance and payment of such Fee Claims, and the Plan Administrator and Liquidation Trust, as applicable, shall be responsible for the reasonable and documented fees, costs and expenses associated with the prosecution of such Fee Claims, which may be paid from the Professional Fee Escrow Account. Nothing herein shall preclude the Reorganized Debtor or Plan Administrator from engaging a former Professional Person on and after the Effective Date, including in the same capacity as such Professional Person was engaged prior to the Effective Date.

15.2. ***Amendments.***

Subject to the terms and conditions of this Plan, this Plan may be amended, modified, or supplemented by the Debtor in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not adversely affect the treatment of Holders of Allowed Claims and Allowed Interests pursuant to this Plan, the Debtor may make appropriate technical adjustments, remedy any defect or omission or reconcile any inconsistencies in this Plan, the Plan Documents and/or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of this Plan, and any Holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented. The Debtor may make technical adjustments and modifications to this Plan without further order or approval of the Bankruptcy Court; provided, however, that, such technical adjustments and modifications are immaterial or do not adversely affect the treatment of Holders of Claims or Interests under the Plan.

15.3. ***Revocation or Withdrawal of this Plan.***

The Debtor reserves the right to revoke or withdraw this Plan prior to the Effective Date and to file subsequent chapter 11 plans. If the Debtor revokes or withdraws this Plan, in accordance with the preceding sentence, prior to the Effective Date, or if confirmation or consummation of the Plan does not occur, then: (a) this Plan shall be null and void in all respects; (b) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount of any Claim or Interest or Class of Claims or Interests), assumption, assumption and assignment, or rejection of Executory Contracts or leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (c) nothing contained in this Plan shall (i) constitute a waiver or release of any Claims by or against, or any Interests in, the Debtor or any other Person, (ii) prejudice in any manner the rights of the Debtor or any other Person or (iii) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtor or any other Person.

15.4. ***Allocation of Distributions under this Plan Between Principal and Interest.***

To the extent that any Allowed Claim entitled to a distribution under the Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall for U.S. federal (and applicable state and local) income tax purposes be allocated first to the principal amount of the Claim and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts (but solely to the extent that such other amount is an allowable portion of such Allowed Claim).

15.5. ***Severability.***

If, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtor, shall have the power to alter and interpret such term or provision to make

it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

15.6. ***Governing Law.***

Except to the extent that the Bankruptcy Code or other U.S. federal law is applicable, or to the extent a Plan Document or exhibit or schedule to the Plan provides otherwise, the rights, duties, and obligations arising under this Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without giving effect to the principles of conflict of laws thereof to the extent such principles would result in the application of the laws of any other jurisdiction.

15.7. ***Section 1125(e) of the Bankruptcy Code.***

The Debtor has, and upon confirmation of this Plan shall be deemed to have, solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and the Debtor acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, solicitation and/or purchase of the securities offered and sold under this Plan, and therefore is not, and on account of such offer, issuance, sale, solicitation, and/or purchase will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or offer, issuance, sale, or purchase of the securities offered and sold under this Plan.

15.8. ***Inconsistency.***

In the event of any inconsistency among the Plan, any exhibit to the Plan, or any other instrument or document created or executed pursuant to the Plan, the provisions of the Plan shall govern. In the event of a conflict between any provision of this Plan and the Confirmation Order, the Confirmation Order shall govern and control.

15.9. ***Time.***

In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

15.10. ***Exhibits.***

All exhibits to this Plan (including, without limitation, all documents filed with the Plan Supplement and all exhibits and ancillary agreements thereto) are incorporated and are a part of this Plan as if set forth in full herein; provided, however, the Liquidation Analysis is provided solely for disclosure purposes and does not govern distributions under the Plan.

15.11. ***Notices.***

All notices, demands, or requests in connection with the Plan shall be in writing (including by facsimile or electronic mail transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile or electronic mail transmission, when received and telephonically confirmed, addressed as follows:

(a) if to the Debtor:

Shannon Wind, LLC
c/o Accordion
Attn: John Shepherd
1920 McKinney Ave, Suite 950
Dallas, TX, 75201

with copies to:

Bradley Arant Boult Cummings LLP
Jarrod B. Martin
Michael K. Riordan
600 Travis Street, Suite 5600
Houston, TX 77002
Telephone: (713) 576-0300
Facsimile: (713) 547-0301
Email: jbmartin@bradley.com
mriordan@bradley.com

(b) if to the Plan Administrator:

Shannon Wind, LLC
c/o Accordion
Attn: John Shepherd, Plan Administrator
1920 McKinney Ave, Suite 950
Dallas, TX, 75201

(c) if to the Prepetition Secured Parties:

Willkie Farr & Gallagher LLP
Jennifer Hardy
600 Travis Street, Suite 2100
Houston, TX 77002
Email: jhardy2@willkie.com

15.12. ***Filing of Additional Documents.***

On or before substantial consummation of the Plan, the Debtor shall file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

15.13. ***Reservation of Rights.***

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. None of the filing of this Plan, any statement or provision contained herein, or the taking of any action by the Debtor with respect to this Plan shall be or shall be deemed to be, an admission or waiver of any rights of the Debtor with respect to any Claims or Interests prior to the Effective Date.

15.14. ***Tax Matters.***

The Plan Administrator shall be authorized to request an expedited determination under section 505(b) of the Bankruptcy Code for (i) all tax returns filed for, or on behalf of, the Debtor for any and all taxable periods ending after the Petition Date through, and including, the Effective Date, (ii) all tax returns filed for, or on behalf of, the Wind Down Debtor, if applicable, through the dissolution of the Wind Down Debtor, and (iii) all tax returns filed for, or on behalf of, the Liquidation Trust, through the dissolution of the Liquidation Trust.

In the event of a Sale Transaction, from and after the Effective Date, the Plan Administrator shall complete and file all final or otherwise required federal, state, and local tax returns for the Debtor reflecting all tax consequences relating to the activities of the Debtor, or the Wind Down Debtor as attributable to and for the account of the Debtor.

In the event of a New Equity Transaction, the Reorganized Debtor shall complete and file all final or otherwise required federal, state, and local tax returns for the Debtor reflecting all tax consequences relating to the activities of the Debtor as attributable to and for the account of the Debtor, and, pursuant to section 505(b) of the Bankruptcy Code, may request an expedited determination of any unpaid tax liability of the Reorganized Debtor for any tax incurred during the administration of the Debtor's Chapter 11 Case, as determined under applicable tax laws.

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Respectfully submitted,

Dated: April 27, 2026

SHANNON WIND, LLC

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

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 POTENTIAL ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

PLEASE READ THIS NOTICE CAREFULLY. YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE A COUNTERPARTY TO A CONTRACT OR LEASE WITH THE DEBTOR AND YOUR RIGHTS MAY BE AFFECTED BY THE TRANSACTIONS DESCRIBED HEREIN.

PLEASE TAKE NOTICE OF THE FOLLOWING:

On January 25, 2026, Shannon Wind, LLC (the "**Debtor**"), the debtor and debtor in possession in the above-captioned chapter 11 case, filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court.[2]

On February 13, 2026, the Debtor 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.

On February 18, 2026, the Court entered an order [ECF No. 66] (the "**Bidding Procedures Order**") pursuant to which the Court authorized the Debtor to solicit bids and conduct the Auction for the Sale of the Assets in accordance with the Bidding Procedures.

Pursuant to the Bidding Procedures and the Bidding Procedures Order, the Debtor may potentially assume or assume and assign to the Successful Bidder one or more of those executory

[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 (the "**Claims Agent Website**").

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion and/or the Bidding Procedures Order.

EXHIBIT
6

contracts and unexpired leases listed on **Schedule A** annexed hereto (collectively, the "**Potentially Assigned Agreements**" and each, a "**Potentially Assigned Agreement**"), pursuant to section 365 of the Bankruptcy Code.[3]

The Debtor has indicated on **Schedule A** annexed hereto the cure amounts, if any that the Debtor believes must be paid to cure any prepetition defaults and pay all amounts accrued under the Potentially Assigned Agreements (in each instance, the "**Cure Cost**").

Any party seeking to object to the validity of the Cure Cost as determined by the Debtor or otherwise assert that any other amounts, defaults, conditions or pecuniary losses must be cured or satisfied under any of the Potentially Assigned Agreements in order for such contract or lease to be assumed or assumed and assigned, must file an objection (the "**Contract Objection**") that (a) is in writing, (b) sets forth the specific monetary amount the objector asserts to be due, and the specific types of the alleged defaults, pecuniary losses, accrued amounts and conditions to assignment and the support therefor, (c) is filed with the Clerk of the Bankruptcy Court and (d) is served on counsel to the Debtor: Bradley Arant Boult Cummings LLP, 600 Travis Street, Suite 5600, Houston, Texas 77002, Attn: Jarrod B. Martin (jbmartin@bradley.com), James Bailey (jbailey@bradley.com) and Michael K. Riordan (mriordan@bradley.com) by no later than **4:00 p.m. (prevailing Central time) on May 4, 2026** (the "**Contract Objection Deadline**").

Upon the later of one business day of the conclusion of the Auction or **May 20, 2026**, the Debtor shall file a notice identifying the Successful Bidder and any Backup Bidder with the Bankruptcy Court and serve such notice as provided in the Bidding Procedures Order. The deadline for objecting to the assignment of the Potentially Assigned Agreements to such Successful Bidder on the basis of adequate assurance of future performance ("**Adequate Assurance Objection**") shall be **May 27, 2026 at 4:00 p.m.** (prevailing Central time) (the "**Adequate Assurance Objection Deadline**").

Unless adjourned in accordance with the Bidding Procedures Order, the Bankruptcy Court will conduct a hearing (the "**Sale Hearing**") to consider the Sale and proposed assumption or assumption and assignment of Potentially Assigned Agreements to the Successful Bidder on **June 3, 2026 at 9:00 a.m.** (prevailing Central time).

UNLESS A CONTRACT OBJECTION IS TIMELY AND PROPERLY FILED AND SERVED BEFORE THE CONTRACT OBJECTION DEADLINE OR AN ADEQUATE ASSURANCE OBJECTION IS TIMELY RAISED BEFORE THE ADEQUATE ASSURANCE OBJECTION DEADLINE, THE NON-DEBTOR PARTY TO A POTENTIALLY ASSIGNED AGREEMENT SHALL (A) BE FOREVER BARRED FROM OBJECTING TO THE CURE COST AND FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH POTENTIALLY ASSIGNED AGREEMENT, AND THE DEBTOR AND THE SUCCESSFUL BIDDER(S) SHALL BE ENTITLED TO RELY SOLELY UPON THE CURE COST; (B) BE DEEMED TO HAVE CONSENTED TO ANY ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF SUCH POTENTIALLY ASSIGNED AGREEMENT; AND (C) BE FOREVER BARRED

[3] For the avoidance of doubt, the Potentially Assigned Agreements on Schedule A include all modifications, amendments, supplements, or restatements of such Potentially Assigned Agreements.

AND ESTOPPED FROM ASSERTING OR CLAIMING AGAINST THE DEBTOR OR THE SUCCESSFUL BIDDER(S) THAT ANY ADDITIONAL AMOUNTS ARE DUE OR OTHER DEFAULTS EXIST, THAT CONDITIONS TO ASSIGNMENT MUST BE SATISFIED UNDER SUCH POTENTIALLY ASSIGNED AGREEMENT OR THAT THERE IS ANY OBJECTION OR DEFENSE TO THE ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF SUCH POTENTIALLY ASSIGNED AGREEMENT.

IN ADDITION, THE PROPOSED CURE COST SET FORTH IN SCHEDULE A HERETO SHALL BE BINDING UPON THE NON-DEBTOR PARTIES TO THE POTENTIALLY ASSIGNED AGREEMENTS FOR ALL PURPOSES IN THIS CHAPTER 11 CASE AND WILL CONSTITUTE A FINAL DETERMINATION OF THE CURE COST REQUIRED TO BE PAID BY THE DEBTOR IN CONNECTION WITH ANY ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF THE POTENTIALLY ASSIGNED AGREEMENTS.

Where a non-Debtor counterparty to a Potentially Assigned Agreement timely and properly files an objection asserting a cure cost higher or different than the proposed Cure Cost, (the "**Disputed Cure Cost**"), then (a) the cure cost shall be as agreed between the parties or (b) to the extent the parties are unable to consensually resolve the dispute, then such objection will be adjudicated at the Sale Hearing or at such other date and time as may be determined by the Debtor or fixed by the Court with no less than seven (7) days' notice to the affected counterparties. An adjourned dispute over Disputed Cure Costs may be resolved after the closing of the Sale in the Debtor's and Successful Bidder's discretion. Notwithstanding the foregoing, if an objection relates solely to a Disputed Cure Cost, the applicable Potentially Assigned Agreement may be assumed or assumed and assigned by the Debtor and assigned to the Successful Bidder provided that the cure amount the non-Debtor counterparty asserts is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code (or such lower amount as agreed to by the non-Debtor counterparty) is deposited in a segregated account by the Debtor pending the Court's adjudication of the Disputed Cure Cost or the parties' consensual resolution of the Disputed Cure Cost.

If you agree with the Cure Cost indicated on **Schedule A**, and otherwise do not object to the Debtor's assumption or assignment of your lease or contract, you need not take any further action.

The Debtor's decision to assume or assume and assign the Potentially Assigned Agreements is subject to Bankruptcy Court approval and consummation of the sale of the Assets.

Inclusion of any document on the list of Potentially Assigned Agreements shall not constitute or be deemed to be a determination or admission by the Debtor or the Successful Bidder(s) 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.

The Debtor and/or the Successful Bidder reserve the right, in their sole discretion, at any time prior to the closing of the Sale, 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 service of this notice or the inclusion of such

contract or lease in this notice or any prior notice or filing.

A Contract Objection shall not constitute an objection to the relief generally requested in the Motion to approve the sale of 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. Parties wishing to otherwise object to the relief requested in Motion or the Sale must file and serve a separate objection (a "**Sale Objection**"), stating with particularity such party's grounds for objection, on proposed counsel for the Debtor listed above no later than **May 4, 2026 at 4:00 p.m.** (prevailing Central time) **(**the "**Sale Objection Deadline**").

IF A SALE OBJECTION IS NOT FILED AND SERVED ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER, 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.

Dated: March 23, 2026

Respectfully submitted,

BRADLEY ARANT BOULT CUMMINGS LLP
Jarrod B. Martin (TX Bar No. 24070221)
Michael K. Riordan (TX Bar No. 24070502)
600 Travis Street, Suite 5600
Houston, Texas 77002
Telephone: (713) 576- 0300
Facsimile: (713) 547-0301
Email: jbmartin@bradley.com
mriordan@bradley.com

-and-

James Bailey (TX Bar No. 24108289)
1819 Fifth Avenue N.
Birmingham, AL 35203
Telephone: (205) 521-8000
Facsimile: (205) 488-6913
Email: jbailey@bradley.com

-and-

/s/ Alexandra E. Dugan
Alexandra E. Dugan (admitted *pro hac vice*)
1221 Broadway, Suite 2400
Nashville, TN 37203
Telephone: (615) 252-4638
Facsimile: (615) 252-4705
Email: adugan@bradley.com

Counsel to Shannon Wind, LLC

Certificate of Service

I certify that on the date hereof, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas. Additionally, the foregoing document will be served as set forth in a forthcoming affidavit filed by the Debtor's Claims and Noticing Agent.

/s/ Alexandra E. Dugan
Alexandra E. Dugan

Schedule A

Contract Counterparty	Nature of Contract	Combined Address	Total Cure Amount
CAMS RENEWABLE SERVICES, LLC	ASSET MANAGEMENT AGREEMENT DATED MARCH 4, 2022	910 LOUISANA 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
TENASKA POWER SERVICES CO	AGREEMENT TO PROVIDE REP AND MARKETING SERVICES DATED MAY 25, 2015	14302 FNB PARKWAY OMAHA, NE 68154	$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
CUMMINGS WESTLAKE	PROPERTY TAX CONSULTING SERVICES DATED MARCH 11, 2026	16410 N. ELDRIDGE PKWY TOMBALL, TX 77377-9074	$0.00
PRAIRIE GROVE RANCH PARTNERSHIP, LLC	SURFACE LEASE	ATTN: MICHAEL GARRETT 1999 MCKINNEY AVE STE. 408 DALLAS, TX 75201	$22,991.96
ARTHUR H. LITTEKEN AND SHIRLEY D. LITTEKEN	SURFACE LEASE	ATTN: SHIRLEY LITTEKEN 377 LITTEKEN DRIVE WINDTHORST, TX 76389	$30,121.21
ROBERT E. STEINBERGER, SR. AND CAROLYN SUE COX STEINBERGER	SURFACE LEASE	ATTN: ROBERT STEINBERGER, SR. PO BOX 68 WINDTHORST, TX 76389	$5,094.28
ROBERT ALVIN SCHROEDER AND REBECCA LYNN SCHROEDER	SURFACE LEASE	ATTN: ROBERT SCHROEDER 317 SCHROEDER LANE WINDTHORST, TX 76389	$0.00

EDWARD C. MOER, JR. AND DEBRA K. MOER	SURFACE LEASE	ATTN: EDWARD MOER, JR. 2196 COBB RD WINDTHORST, TX 76389	$5,822.00
MICHAEL L. GARRETT AND ANTOINETTE I. GARRETT TRUSTEES OF THE GARRETT FAMILY TRUST	SURFACE LEASE	ATTN: MICHAEL GARRETT 1999 MCKINNEY AVE. STE 408 DALLAS, TX 75201	$1,277.32
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
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 LOUISANA ST. SUITE 2400 HOUSTON, TX 77002	$0.00
CAMS ESPARC	SPCC PLAN AGREEMENT	910 LOUISANA ST. SUITE 2400 HOUSTON, TX 77002	$0.00
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

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]	§	

GE VERNOVA INTERNATIONAL LLC'S LIMITED
OBJECTION TO CURE AMOUNTS AND RESERVATION OF RIGHTS

GE Vernova International LLC , formerly known as General Electric International, Inc. ("**GEVI**") hereby files this Limited Objection to Cure Amounts and Reservation of Rights ("**Objection**"), and in support thereof respectfully states as follows:

I. JURISDICTION AND VENUE

1. GEVI admits the Bankruptcy Court has jurisdiction to consider this matter pursuant to 28 U.S.C.§§ 157 and 1334, this is a core proceeding under 28 U.S.C. § 157(b), and venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

II. FACTUAL BACKGROUND

A. Purchaser of Winde Turbine Equipment and Service Agreement

2. Prior to the Petition Date, General Electric International, Inc., now known as GEVI, sold wind turbine generator equipment to the Debtor, Shannon Wind, LLC ("**Debtor**"), pursuant to that certain Contract for the Sale of Power Generation Equipment and Related Services ("**Contract**"), dated July 18, 2014, by and between GEVI and the Debtor. The Contract was amended by that certain First Amendment to Contract for the Sale of Power Generation Equipment

[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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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. In addition, GEVI agreed to provide operation and maintenance services for the covered equipment pursuant to that certain Operations Support Agreement, effective as of March 27, 2015. The 2015 agreement was terminated and replaced with that certain Full Service Agreement ("**Service Agreement**") dated October 1, 2019, by and between GEVI and the Debtor, 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.

4. Under the terms of the Service Agreement, an annual service fee referred to as the "Fixed Annual Amount" is due and payable by the Debtor in four quarterly payments. Other fees are billed monthly. GEVI invoices the Debtor for quarterly payments and other services provided, and invoices are due within 30 days of the date of the invoice.

5. The Service Agreement also provides for a guaranteed performance commitment and a performance bonus for achieving certain production. *See* Exhibit D to the Service Agreement. GEVI is entitled to a performance bonus if the guaranteed performance commitment is met or exceeded during the "Reference Period," which is a twelve month period beginning on January 1st of a year and concluding on December 31st. In the event the commitment is not met within the Reference Period, the Debtor is entitled to a credit for "liquidated damages." Section

2.7 of the Service Agreement provides that the "[a]pplicable credit or debit for liquidated damages or performance bonus, if any, for each Reference Period shall be included in the following quarterly payment of the Fixed Annual Amount . . . ."

6. During 2025, the Debtor defaulted under the Service Agreement by failing to make required payments to GEVI when due on April 30, 2025, June 9, 2025, and September 8, 2025. As a result, GEVI sent a letter on October 6, 2025 notifying the Debtor of the past due invoices and GEVI's intent to terminate the Service Agreement based upon the default if not cured within thirty (30) days. The Debtor cured the default on November 6, 2025. The next regularly scheduled payment in the amount of $1,888,409.40 was due on December 11, 2025 and paid by the Debtor on November 30, 2025.

B. Debtor's Bankruptcy Filing

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

8. The Debtor has operated as a debtor-in-possession pursuant to 11 U.S.C. §§1107 and 1108, and no Committee has been appointed.

9. GEVI has continued to provide services to the Debtor under the Service Agreement since the Debtor's bankruptcy filing.

C. Debtor's Sale Motion

10. On February 13, 2026, the Debtor filed a motion [Doc. No. 55] (the "**Sale 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.

11. On February 18, 2026, the Court entered an order [Doc. No. 66] (the "**Bidding Procedures Order**") pursuant to which the Court authorized the Debtor to solicit bids and conduct the Auction for the Sale of the Assets in accordance with the Bidding Procedures.

12. Pursuant to the Bidding Procedures and the Bidding Procedures Order, the Debtor may potentially assume or assume and assign to the Successful Bidder executory contracts and leases.

13. On March 23, 2026, the Debtor filed its Notice of Potential Assumption or Assumption and Assignment of Certain Executory Contracts and Unexpired Leases which included the Service Agreement [Doc. No. 115] ("**Cure Notice**"). The Cure Notice states a zero dollar cure amount for the Service Agreement. The deadline for filing objections to the Cure Amounts is May 4, 2026.

14. On April 22, 2026, the Court conditionally approved the Debtor's Disclosure Statement and set the combined Disclosure and Confirmation Hearing for June 3, 2026.

III. OBJECTION TO CURE NOTICE

15. GEVI objects to the Cure Notice, because as of this date, the Debtor owes GEVI for post-petition amounts due under the Service Agreement. Specifically, the Debtor owes GEVI for the following post-petition invoice:

Invoice No.	Invoice Date	Payment Due Date	Amount Due
1020014026	April 9, 2026	June 8, 2026	$1,888,409.40

A true and correct copy of the Invoice is attached hereto as Exhibit "A" and made a part hereof for all purposes.

16. GEVI provides critical maintenance and support services for the turbines used in the Debtor's business operations. These expenses are necessary to preserve the Debtor's

estate and constitute an administrative claim pursuant to Section 503(b)(1)(a) of the Bankruptcy Code.

17. The Debtor was invoiced on January 27, 2026 in the amount of $1,888,409.40 for its quarterly payment. However, the Debtor did not pay this invoice because it claimed it was due liquidated damages ("**LD Credit**") because the guaranteed performance commitment for production was not met for the Reference Period (January 1 – December 31, 2026). GEVI agreed and finalized the LD Credit in the amount of $2,826.250. At the Debtor's request, GEVI applied a portion of the credit to the January 2026 invoice.

18. The Debtor has now requested that the balance of the LD Credit be applied to the April 9, 2026 invoice. GEVI has informed the Debtor's counsel it does not object to the request to apply the remaining credit to this post-petition invoice; however, there will still be a $950,568.80 balance due and owing to GEVI which must be paid on or before June 8, 2026. The hearing on approval of the sale of the Debtor's assets is currently set for June 3, 2026. This open invoice as well as any future invoices due for services provided by GEVI between now and the Closing on the sale of the assets must be made in order for the Debtor to assume and assign the Service Agreement to a proposed Buyer.

19. GEVI reserves the right to amend or supplement this Objection prior to any hearing on the Cure Amount or the sale of the Debtor's assets.

IV. CONCLUSION

WHEREFORE, GE Vernova International LLC respectfully requests the Court require the Debtor to satisfy all amounts due and owing to GEVI as a condition to approval of the assumption and assignment of the Service Agreement.

Dated: May 4, 2026

Respectfully submitted,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, P.C.

By: */s/ Susan C. Mathews*

Susan C. Mathews
Texas Bar No. 05060650
smathews@bakerdonelson.com
1301 McKinney St., Suite 3700
Houston, Texas 77010
Telephone: (713) 650-97 00
Facsimile: (713) 650-9701

Counsel for GE Vernova International LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on May 4, 2026, a true and correct copy of the foregoing was served via the Court's ECF system on counsel for the Debtor, the United States Trustee, and those parties registered to receive ECF notices by the Court.

/s/ *Susan C. Mathews*
Susan C. Mathews

Exhibit “A”

GE VERNOVA

GE Vernova International LLC

INVOICE

Supplier's Address
1 RIVER ROAD
SCHENECTADY, NY 12345
UNITED STATES

Invoice No. 1020014026	**Invoice Date** 09-APR-26
Purchase Order SHA-CLY-FSA-US-01	**Invoice Due Date** 08-JUN-26
GE Reference SHA-CLY-FSA-US-01	

Bill To

SHANNON WIND, LLC
591 W PUTNAM AVE
GREENWICH,CT 06830-6005
UNITED STATES

Customer Account Number 6599

Mail Invoice To

SHANNON WIND, LLC
591 W PUTNAM AVE
GREENWICH, CT 06830-6005
UNITED STATES

Ship To

SHANNON WIND, LLC
4130 COBB ROAD
WINDTHORST, TX 76389-3511
UNITED STATES

Payment Instructions

By Mail
P.O. Box 533017
Atlanta, GA 30353-3017
UNITED STATES

By Wire
Citibank, N.A.
Account No# 31250117
BIC (SWIFT-Code): CITIUS33
Routing No# : 021000089

If Wire/EFT,Please email remittance advice to Remit.Renewable.Energy@gevernova.com

Please refer to invoice number when making payment

Currency USD

#	Product/Service Provider	QTY	UOM	Unit Price	Net Amount	Tax %	Tax Amount	Total Amount
1	Year 11 /Q3 From 7/1/26 to 9/30/26 Shannon Wind Quarterly Installment	1.00	EACH	1,853,906.87	1,853,906.87		0.00	1,853,906.87
2	CPI Year 11 /Q3 From 7/1/26 to 9/30/26 Shannon Wind Quarterly Installment	1.00	EACH	34,502.53	34,502.53		0.00	34,502.53
				Grand Total	1,888,409.40		0.00	1,888,409.40

For any questions, please call our Accounts Receivable department at 1 (972) 573-3887 or email WindServices.AcctsReceivable@gevernova.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]	

NOTICE OF FILING OF STALKING HORSE DESIGNATION

PLEASE TAKE NOTICE OF THE FOLLOWING:

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

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

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

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

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

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

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

6. There are no connections, other than those that arise from the Stalking Horse Agreement, between the Purchaser and the Debtor.

7. A summary of the material terms of the Stalking Horse Agreement is attached hereto as **Exhibit A** and the Stalking Horse Agreement is attached hereto as **Exhibit B**.

8. The declaration of John Shepherd, the Debtor's Chief Restructuring Officer, in support of the designation of the Purchaser as the Stalking Horse Bidder and the Bid Protections is attached hereto as **Exhibit C**.

9. A form of order approving the Debtor's designation of the Stalking Horse Bidder and the Bid Protections is attached hereto as **Exhibit D** (the "**Stalking Horse Approval Order**").

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

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

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

Dated: April 30, 2026

Respectfully submitted,

BRADLEY ARANT BOULT CUMMINGS LLP
Jarrod B. Martin (TX Bar No. 24070221)
Michael K. Riordan (TX Bar No. 24070502)
600 Travis Street, Suite 5600
Houston, Texas 77002
Telephone: (713) 576- 0300
Facsimile: (713) 547-0301
Email: jbmartin@bradley.com
mriordan@bradley.com

-and-

/s/ James B. Bailey
James B. Bailey (TX Bar No. 24108289)
1819 Fifth Avenue N.
Birmingham, AL 35203
Telephone: (205) 521-8000
Facsimile: (205) 488-6913
Email: jbailey@bradley.com

-and-

Alexandra E. Dugan (admitted *pro hac vice*)
1221 Broadway, Suite 2400
Nashville, TN 37203
Telephone: (615) 252-4638
Facsimile: (615) 252-4705
Email: adugan@bradley.com

Counsel to Shannon Wind, LLC

Certificate of Service

I certify that on the date hereof, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas. Additionally, the foregoing document will be served as set forth in a forthcoming affidavit filed by the Debtor's Claims and Noticing Agent.

/s/ James B. Bailey
James B. Bailey

Exhibit A[1]

Material Terms of Stalking Horse Agreement

[1] To the extent of any inconsistency between the terms of this summary and the Stalking Horse Agreement, the Stalking Horse Agreement shall govern.

SUMMARY OF STALKING HORSE AGREEMENT[1]	
Parties	The Stalking Horse Agreement, dated as of April ___, 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 may assign the Stalking Horse Agreement and its rights thereunder, 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 thereunder (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 the Stalking Horse 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 thereunder. 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 thereunder applicable to the portion so assigned. After giving effect to any such assignment, all of Purchaser's rights and obligations under the Stalking Horse Agreement shall transfer to such Designated Buyer; provided, that Seller shall be entitled to enforce the Stalking Horse 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, (b) require Seller to incur any additional liability or obligation, or (c) be effective if such assignment is made to avoid Purchaser's obligations. *See Stalking Horse Agreement* at Preamble; *id.* at § 8.4.
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 of the Stalking Horse Agreement (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 of the Stalking Horse Agreement and shall be paid as provided in Section 2.7(a) of the Stalking Horse Agreement. *See id.* at §§ 2.1, 2.3, 2.4, 2.7.
Deposit	Purchaser has made earnest money deposit with Verita Global, LLC (the "**Escrow Agent**") in a cash amount equal to 10% of the Closing Date Payment (the "**Deposit**"). *See id.* at § 2.2(a).
Acquired Assets	As more fully detailed in the Stalking Horse Agreement attached hereto, "**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

[1] Capitalized terms used but not defined in this summary have the meanings assigned to them in the Stalking Horse Agreement.

	Clay County, Texas (the "**Project**"): (a) Subject to modification in accordance with Section 1.5 of the Stalking Horse Agreement, 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 of the Stalking Horse Agreement;

	(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 of the Stalking Horse Agreement; and (s) All other assets of Seller (other than Excluded Assets and

	Excluded Liabilities) which relate to Acquired Assets or the Project. *See id.* at § 1.1.
Excluded Assets	Notwithstanding anything to the contrary in the Stalking Horse 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 the Stalking Horse 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) of the Stalking Horse Agreement; 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. *See id.* at § 1.2.
Assumed Liabilities	On the terms and subject to the conditions set forth in the Stalking Horse Agreement 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 of the Stalking Horse Agreement);

	(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) of the Stalking Horse Agreement); 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. *See id.* at § 1.3.
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 of the Stalking Horse Agreement. *See id.* at § 1.4.
Termination Events	The Stalking Horse Agreement may be terminated at any time prior to the Closing only in accordance with Section 7.1 of the Stalking Horse Agreement, 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 the Stalking Horse Agreement under Section 7.1(b) of the Stalking Horse Agreement 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 the Stalking Horse Agreement pursuant to Section 7.1(c) of the Stalking Horse Agreement 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 of the Stalking Horse Agreement so long as the other conditions in Article VI of the Stalking Horse Agreement (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 the Stalking Horse Agreement under Section 7.1(d) of the Stalking Horse Agreement 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 the Stalking Horse Agreement pursuant to Section 7.1(d) of the Stalking Horse Agreement 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 the Stalking Horse Agreement under Section 7.1(e) of the Stalking Horse Agreement 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 the Stalking Horse Agreement pursuant to Section 7.1(e) of the Stalking Horse Agreement 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 of the Stalking Horse Agreement 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 and Section 6.2 of the Stalking Horse Agreement as a basis for not consummating the Closing to the extent such failure results from or arises out of Purchaser's breach of the Stalking

	Horse Agreement; (g) By written notice from Purchaser to Seller, if all of the conditions set forth in Section 6.1 and Section 6.3 of the Stalking Horse Agreement 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 of the Stalking Horse Agreement as a basis for not consummating the Closing to the extent such failure results from or arises out of Seller's breach of the Stalking Horse 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. *See id.* at § 7.1.
Breakup Fee/Expense Reimbursement	In consideration of Purchaser having expended considerable time and expense in connection with the Stalking Horse Agreement and the negotiation thereof, if the Stalking Horse Agreement is terminated and Purchaser is entitled to receipt of the Deposit pursuant to Section 2.2 of the Stalking Horse Agreement, then Seller will pay to Purchaser by wire transfer of immediately available funds within two (2) Business Days following such termination of the Stalking Horse 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 the Stalking Horse Agreement , which amount shall not exceed one hundred thousand United States Dollars ($100,000.00) ("**Expense Reimbursement**"). In consideration of Purchaser having expended considerable time and expense in connection with the Stalking Horse Agreement and the negotiation thereof, if the Stalking Horse Agreement is terminated pursuant to Section 7.1(h) of the Stalking Horse Agreement, 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 the Stalking Horse Agreement is terminated pursuant to Section 7.1(l) of the Stalking Horse Agreement 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 the Stalking Horse Agreement pursuant to Section 7.1(l) of the Stalking Horse Agreement. Each of the Parties acknowledges and agrees that the agreements contained in this Section 7.2(c) are an integral part of the Stalking Horse 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 the Stalking Horse Agreement and in reasonable reliance on the Stalking Horse Agreement and on the reasonable expectation of the consummation of the Transaction, which amount would otherwise be impossible to calculate with precision. *See id.* at §§ 7.2(b), (c).

Exhibit B

Stalking Horse Agreement

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 6.3(a) and Section 6.3(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; and (iii) the Cure Costs in an aggregate amount not to exceed the Cure Cap, to the applicable counterparty to each Assigned Contract, 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 6.2(a) and Section 6.2(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
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.

Exhibit C

Declaration of John Shepherd

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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.

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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

Exhibit D

Stalking Horse Approval Order

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]	

ORDER (I) APPROVING (A) DESIGNATION OF STALKING HORSE BIDDER AND (B) STALKING HORSE BID PROTECTIONS AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "**Motion**")[2] of Shannon Wind, LLC, as debtor and debtor in possession (the "**Debtor**"), in the above-captioned chapter 11 case (the "**Chapter 11 Case**"), seeking, pursuant to sections 105 and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"), Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and the Procedures for Complex Cases in the Southern District of Texas (the "**Complex Case Rules**"), an order (this "**Order**") approving the Debtor's designation of 1370 Clean Energy LLC (the "**Stalking Horse Bidder**") as the stalking horse bidder and the Asset Purchase Agreement, attached hereto as **Exhibit 1** (the "**Stalking Horse**

[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 not otherwise defined in this Order shall have the meanings given to them in the *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] (the "**Motion**") or the Bidding Procedures Order (defined below), as applicable.

Agreement"), as the stalking horse bid (the "**Stalking Horse Bid**") for the assets included as Acquired Assets in the Stalking Horse Agreement (as defined therein); and this Court having reviewed the Motion, the *Notice of Filing of Stalking Horse Supplement* (the "**Stalking Horse Supplement**"), and any objections filed thereto; and due and proper notice of the Motion and Stalking Horse Supplement having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion and the Stalking Horse Supplement; and the Court having determined that the legal and factual bases set forth in the Motion and the Stalking Horse Supplement establish just cause for the relief granted herein; and this Court having considered the statements of counsel, the First Day Declaration, the Bid Procedures Declaration, and the Declaration of John Shepherd filed in support of the Stalking Horse Supplement; and it appearing that the relief granted herein is in the best interests of the Debtor, its estate, its creditors, and all parties in interest; and upon all the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. **Jurisdiction and Venue**. This Court has jurisdiction over this matter and over the property of the Debtor and its bankruptcy estates pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N), and (O). The statutory predicates for the relief sought herein are sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules

[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. All findings of fact and conclusions of law announced by the Court at the hearing on approval of the Bidding Procedures Order (as defined below) are hereby incorporated herein to the extent not inconsistent herewith.

2002, 6004 and 9014. Venue of this Chapter 11 Case and this matter is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. **Designation and Bid Protections Generally**. Pursuant to the *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] (the "**Bidding Procedures Order**"), the Debtor is authorized, in the exercise of its business judgment, in consultation with the Consultation Parties, to (i) designate a stalking horse bidder, (ii) enter into a stalking horse agreement in accordance with the Bidding Procedures, and (iii) agree to any break-up fee and/or expense reimbursement, subject to further Court approval, in accordance with the Bidding Procedures.

C. **Stalking Horse Bidder and Bid Protections**. Pursuant to the Stalking Horse Agreement, the Debtor has agreed to pay to the Stalking Horse Bidder (a) a break-up fee in an amount equal to $3,237,500 (the "**Break-Up Fee**") **plus** (b) the amount of reasonable, out-of-pocket and documented expenses the Stalking Horse Bidder incurred in connection with the contemplated sale transaction up to an aggregate amount of $100,000 (such expense reimbursement, the **"Expense Reimbursement Amount"** and, together with the Break-Up Fee, the "**Bid Protections**") upon the terms and conditions set forth in the Stalking Horse Agreement.[4]

D. Stalking Horse Supplement. On April 30, 2026, the Debtor (i) filed the Stalking Horse Supplement disclosing its designation of 1370 Clean Energy LLC as the Stalking Horse Bidder for the Transferred Assets in accordance with the Bidding Procedures Order, (ii) served the

[4] The Break-Up Fee is 2.5% of the Closing Date Payment of $129,500,000, as provided in the Stalking Horse Agreement.

Stalking Horse Supplement to the Stalking Horse Notice Parties as defined in the Bidding Procedures Order, and (iii) caused the Stalking Horse Supplement to be published on the website maintained by the Debtor's claims and noticing agent in this Chapter 11 Case in accordance with the Bidding Procedures Order. No other or further notice of the relief granted herein is required.

E. Adequate Notice. Notice of the designation of the Stalking Horse Bidder and the Bid Protections was (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in accordance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Bidding Procedures Order, and (iii) adequate and sufficient under the circumstances of this Chapter 11 Case, such that no other or further notice is required. A reasonable opportunity to object or be heard regarding the relief granted herein has been afforded to all parties in interest in this Chapter 11 Case.

F. Relief is Warranted. Good and sufficient business reasons exist for the Court to authorize the Debtor to enter into the Stalking Horse Agreement, to designate 1370 Clean Energy LLC as the Stalking Horse Bidder for the Transferred Assets, and to approve the Bid Protections set forth in the Stalking Horse Agreement, including:

i. 1370 Clean Energy LLC would not have entered into the Stalking Horse Agreement or agreed to act as a Stalking Horse Bidder without the Bid Protections negotiated as part of the Stalking Horse Agreement;

ii. The Bid Protections are the product of negotiations between the Debtor and the Stalking Horse Bidder conducted in good faith and at arm's length;

iii. The Bid Protections are actual and necessary costs and expenses of preserving the Debtor's estate and commensurate to the real and substantial benefits conferred upon the Debtor's estate by having the Stalking Horse Bidder; and

iv. The Bid Protections are fair, reasonable, and appropriate in light of, among other things, the size and nature of the proposed sale transaction under the Stalking Horse Agreement, the substantial efforts that have been and will be expended by the Stalking Horse Bidder notwithstanding that the proposed sale is subject to higher or better offers, and the substantial benefits the Stalking Horse Bidder has provided to the Debtor, its estate, its creditors, and all parties in interest herein, including, among other things, by increasing the likelihood that the best possible price for the Acquired Assets will be received.

G. The issuance and immediate effectiveness of this Order as of the date hereof is supported by evidence of compelling business justifications and other circumstances demonstrating that the relief granted by this Order is necessary to prevent immediate and irreparable harm to the Debtor and its estate.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Debtor is authorized to designate the Stalking Horse Bidder on the terms set forth in the Stalking Horse Bid.

2. The Debtor is authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to enter into and perform under the Stalking Horse Agreement, subject to the solicitation of higher or otherwise better offers and the entry of the Sale Order. The Stalking Horse Agreement is authorized and approved, substantially in the form attached hereto as **Exhibit 1**, as the Stalking Horse Bid. The Stalking Horse Bidder shall be deemed a Qualified Bidder, and the Stalking Horse Bid shall be deemed a Qualified Bid, for all purposes under the Bidding Procedures Order.

3. The Stalking Horse Agreement shall be binding and enforceable on the parties thereto in accordance with its terms, subject to the Court's approval of the transactions contemplated therein and entry of the Sale Order. The failure to describe specifically or include

any provision of the Stalking Horse Agreement in the Stalking Horse Supplement or herein shall not diminish or impair the effectiveness of such provision as to such parties.

4. Pursuant to sections 105, 363, 364, 503, and 507 of the Bankruptcy Code, the Bid Protections, as set forth in the Stalking Horse Agreement, are hereby approved, and the Debtor is authorized and directed to promptly pay, as they become due pursuant to the terms of the Stalking Horse Agreement, any amounts owed to the Stalking Horse Bidder on account of the Bid Protections in accordance with the Stalking Horse Agreement.

5. The obligation of the Debtor to pay the Break-Up Fee and the Expense Reimbursement Amount in accordance with the Stalking Horse Agreement shall, in each case, be entitled to administrative expense and priority claim status and, if triggered, be payable in accordance with the Stalking Horse Agreement. Such administrative claim shall remain payable by the Debtor upon any conversion of this case to a case under Chapter 7.

6. Absent further order of the Court, no person or entity (other than the Stalking Horse Bidder) shall be entitled to any expense reimbursement or break-up, "topping," termination, or other similar fee or payment by the Debtor for submitting a bid for the Acquired Assets, or in any way participating in an Auction or the Debtor's sale process.

7. Notwithstanding anything to the contrary in this Order, the approval of the sale of the Acquired Assets (whether to the Stalking Horse Bidder or any other party) remains subject to the Court's approval and entry of the Sale Order. All parties' rights related to the sale and entry of the Sale Order are fully preserved.

8. All objections to the entry of this Order or to the relief granted herein that have not been withdrawn, waived, resolved, or settled are hereby denied and overruled.

9. The requirements set forth in the Bankruptcy Rules and the Complex Case Rules are hereby satisfied, modified, or waived.

10. Notwithstanding any applicability of Bankruptcy Rule 6004(h), 6006(d), 7052 or 9014, or any applicable provisions of the Bankruptcy Local Rules or Complex Case Rules or otherwise, this Order shall be immediately effective and enforceable upon its entry, and no automatic stay of execution shall apply to this Order. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

11. The Debtor is authorized to take all actions necessary or appropriate to effectuate the relief granted in this Order.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: _____, 2026

_____
Alfredo Pérez
United States Bankruptcy Judge

Exhibit 1

Stalking Horse Agreement

[*Filed as Exhibit B to Stalking Horse Supplement*]

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]	§	

GE VERNOVA INTERNATIONAL LLC'S RESPONSE TO DEBTOR'S NOTICE OF FILING OF STALKING HORSE DESIGNATION

GE Vernova International LLC, formerly known as General Electric International, Inc. ("**GEVI**"), hereby files this Response to Debtor's Notice of Filing of Stalking Horse Designation ("**Response**"), and in support thereof respectfully states as follows:

I. JURISDICTION AND VENUE

1. GEVI admits the Bankruptcy Court has jurisdiction to consider this matter pursuant to 28 U.S.C.§§ 157 and 1334, this is a core proceeding under 28 U.S.C. § 157(b), and venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

II. FACTUAL BACKGROUND

2. Prior to the Petition Date, General Electric International, Inc., now known as GEVI, sold wind turbine generator equipment to the Debtor, Shannon Wind, LLC ("**Debtor**"), pursuant to that certain Contract for the Sale of Power Generation Equipment and Related Services ("**Contract**"), dated July 18, 2014, by and between GEVI and the Debtor, as amended.

3. In addition, GEVI agreed to provide operation and maintenance services for the covered equipment pursuant to that certain Operations Support Agreement, effective as of March

[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 .

EXHIBIT
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27, 2015. The 2015 agreement was terminated and replaced with that certain Full Service Agreement ("**Service Agreement**") dated October 1, 2019, by and between GEVI and the Debtor, 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.

Debtor's Bankruptcy Filing

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

5. The Debtor has operated as a debtor-in-possession pursuant to 11 U.S.C. §§1107 and 1108, and no Committee has been appointed.

6. GEVI has continued to provide services to the Debtor under the Service Agreement since the Debtor's bankruptcy filing.

C. Debtor's Sale Motion

7. On February 13, 2026, the Debtor filed a motion [Doc. No. 55] (the "**Sale 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.

8. On February 18, 2026, the Court entered an order [Doc. No. 66] (the "**Bidding Procedures Order**") pursuant to which the Court authorized the Debtor to solicit bids and conduct the Auction for the Sale of the Assets in accordance with the Bidding Procedures.

9. Pursuant to the Bidding Procedures and the Bidding Procedures Order, the Debtor may potentially assume or assume and assign to the Successful Bidder executory contracts and leases.

10. On March 23, 2026, the Debtor filed its Notice of Potential Assumption or Assumption and Assignment of Certain Executory Contracts and Unexpired Leases which included the Service Agreement [Doc. No. 115] ("**Cure Notice**").[2]

11. On April 22, 2026, the Court conditionally approved the Debtor's Disclosure Statement and set the combined Disclosure and Confirmation Hearing for June 3, 2026.

12. On April 30, 2026, the Debtor filed its Notice of Stalking Horse Designation [Doc. No. 146] designating 1370 Clean Energy LLC ("**Stalking Horse Bidder**") as the proposed purchaser of its assets.

III. RESPONSE

13. GEVI is a party to an executory contract with the Debtor which requires the Debtor to pay annual service fees of approximately $7,520,00, as well as fees for other services provided by GEVI. GEVI is entitled to adequate assurance of future performance if the Debtor elects to assume and assign its contract to a third party pursuant to Section 365(b)(1)(C) of the Bankruptcy Code.

14. The Debtor has agreed to provide GEVI with ownership, financial and other information regarding the Stalking Horse Bidder so it can evaluate the purchaser's ability to fulfill its financial obligations under the Service Agreement. GEVI reserves the right to amend or supplement this Response prior to the Sale Hearing on June 3, 2026.

WHEREFORE, GE Vernova International LLC respectfully requests that the Court require the Debtor to satisfy its burden to establish adequate assurance of future performance by the

[2] The Cure Notice stated a zero dollar cure amount for the Service Agreement. GEVI filed a Limited Objection to the Cure Notice because there is an open invoice owed by the Debtors for services provided by GEVI which must be paid prior to the closing on any sale of the Debtor's assets.

Stalking Horse Bidder or any other purchaser of its assets and for all other relief to which it may be entitled.

Dated: May 5, 2026

Respectfully submitted,

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.

By: */s/ Susan C. Mathews*

Susan C. Mathews
Texas Bar No. 05060650
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Houston, Texas 77010
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Facsimile: (713) 650-9701

Counsel for GE Vernova International LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on May 5, 2026, a true and correct copy of the foregoing was served via the Court's ECF system on counsel for the Debtor, the United States Trustee, and those parties registered to receive ECF notices by the Court.

/s/ *Susan C. Mathews*
Susan C. Mathews

United States Bankruptcy Court
Southern District of Texas
ENTERED
May 07, 2026
Nathan Ochsner, Clerk

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]	

ORDER (I) APPROVING (A) DESIGNATION OF STALKING HORSE BIDDER AND (B) STALKING HORSE BID PROTECTIONS AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "**Motion**")[2] of Shannon Wind, LLC, as debtor and debtor in possession (the "**Debtor**"), in the above-captioned chapter 11 case (the "**Chapter 11 Case**"), seeking, pursuant to sections 105 and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"), Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and the Procedures for Complex Cases in the Southern District of Texas (the "**Complex Case Rules**"), an order (this "**Order**") approving the Debtor's designation of 1370 Clean Energy LLC (the "**Stalking Horse Bidder**")

[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 not otherwise defined in this Order shall have the meanings given to them in the *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] (the "**Motion**") or the Bidding Procedures Order (defined below), as applicable.

EXHIBIT
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as the stalking horse bidder and the Asset Purchase Agreement, attached hereto as **Exhibit 1** (the "**Stalking Horse Agreement**"), as the stalking horse bid (the "**Stalking Horse Bid**") for the assets included as Acquired Assets in the Stalking Horse Agreement (as defined therein); and this Court having reviewed the Motion, the *Notice of Filing of Stalking Horse Supplement* (the "**Stalking Horse Supplement**"), and any objections filed thereto; and due and proper notice of the Motion and Stalking Horse Supplement having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion and the Stalking Horse Supplement; and the Court having determined that the legal and factual bases set forth in the Motion and the Stalking Horse Supplement establish just cause for the relief granted herein; and this Court having considered the statements of counsel, the First Day Declaration, the Bid Procedures Declaration, and the Declaration of John Shepherd filed in support of the Stalking Horse Supplement; and it appearing that the relief granted herein is in the best interests of the Debtor, its estate, its creditors, and all parties in interest; and upon all the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. **Jurisdiction and Venue**. This Court has jurisdiction over this matter and over the property of the Debtor and its bankruptcy estates pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N), and (O). The statutory

[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. All findings of fact and conclusions of law announced by the Court at the hearing on approval of the Bidding Procedures Order (as defined below) are hereby incorporated herein to the extent not inconsistent herewith.

predicates for the relief sought herein are sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9014. Venue of this Chapter 11 Case and this matter is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. **Designation and Bid Protections Generally**. Pursuant to the *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] (the "**Bidding Procedures Order**"), the Debtor is authorized, in the exercise of its business judgment, in consultation with the Consultation Parties, to (i) designate a stalking horse bidder, (ii) enter into a stalking horse agreement in accordance with the Bidding Procedures, and (iii) agree to any break-up fee and/or expense reimbursement, subject to further Court approval, in accordance with the Bidding Procedures.

C. **Stalking Horse Bidder and Bid Protections**. Pursuant to the Stalking Horse Agreement, the Debtor has agreed to pay to the Stalking Horse Bidder (a) a break-up fee in an amount equal to $3,237,500 (the "**Break-Up Fee**") **plus** (b) the amount of reasonable, out-of-pocket and documented expenses the Stalking Horse Bidder incurred in connection with the contemplated sale transaction up to an aggregate amount of $100,000 (such expense reimbursement, the **"Expense Reimbursement Amount"** and, together with the Break-Up Fee, the "**Bid Protections**") upon the terms and conditions set forth in the Stalking Horse Agreement.[4]

[4] The Break-Up Fee is 2.5% of the Closing Date Payment of $129,500,000, as provided in the Stalking Horse Agreement.

D. Stalking Horse Supplement. On April 30, 2026, the Debtor (i) filed the Stalking Horse Supplement disclosing its designation of 1370 Clean Energy LLC as the Stalking Horse Bidder for the Transferred Assets in accordance with the Bidding Procedures Order, (ii) served the Stalking Horse Supplement to the Stalking Horse Notice Parties as defined in the Bidding Procedures Order, and (iii) caused the Stalking Horse Supplement to be published on the website maintained by the Debtor's claims and noticing agent in this Chapter 11 Case in accordance with the Bidding Procedures Order. No other or further notice of the relief granted herein is required.

E. Adequate Notice. Notice of the designation of the Stalking Horse Bidder and the Bid Protections was (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in accordance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Bidding Procedures Order, and (iii) adequate and sufficient under the circumstances of this Chapter 11 Case, such that no other or further notice is required. A reasonable opportunity to object or be heard regarding the relief granted herein has been afforded to all parties in interest in this Chapter 11 Case.

F. Relief is Warranted. Good and sufficient business reasons exist for the Court to authorize the Debtor to enter into the Stalking Horse Agreement, to designate 1370 Clean Energy LLC as the Stalking Horse Bidder for the Transferred Assets, and to approve the Bid Protections set forth in the Stalking Horse Agreement, including:

i. 1370 Clean Energy LLC would not have entered into the Stalking Horse Agreement or agreed to act as a Stalking Horse Bidder without the Bid Protections negotiated as part of the Stalking Horse Agreement;

ii. The Bid Protections are the product of negotiations between the Debtor and the Stalking Horse Bidder conducted in good faith and at arm's length;

iii. The Bid Protections are actual and necessary costs and expenses of preserving the Debtor's estate and commensurate to the real and substantial benefits conferred upon the Debtor's estate by having the Stalking Horse Bidder; and

iv. The Bid Protections are fair, reasonable, and appropriate in light of, among other things, the size and nature of the proposed sale transaction under the Stalking Horse Agreement, the substantial efforts that have been and will be expended by the Stalking Horse Bidder notwithstanding that the proposed sale is subject to higher or better offers, and the substantial benefits the Stalking Horse Bidder has provided to the Debtor, its estate, its creditors, and all parties in interest herein, including, among other things, by increasing the likelihood that the best possible price for the Acquired Assets will be received.

G. The issuance and immediate effectiveness of this Order as of the date hereof is supported by evidence of compelling business justifications and other circumstances demonstrating that the relief granted by this Order is necessary to prevent immediate and irreparable harm to the Debtor and its estate.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Debtor is authorized to designate the Stalking Horse Bidder on the terms set forth in the Stalking Horse Bid.

2. The Debtor is authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to enter into and perform under the Stalking Horse Agreement, subject to the solicitation of higher or otherwise better offers and the entry of the Sale Order. The Stalking Horse Agreement is authorized and approved, substantially in the form attached hereto as **Exhibit 1**, as the Stalking Horse Bid. The Stalking Horse Bidder shall be deemed a Qualified

Bidder, and the Stalking Horse Bid shall be deemed a Qualified Bid, for all purposes under the Bidding Procedures Order.

3. The Stalking Horse Agreement shall be binding and enforceable on the parties thereto in accordance with its terms, subject to the Court's approval of the transactions contemplated therein and entry of the Sale Order. The failure to describe specifically or include any provision of the Stalking Horse Agreement in the Stalking Horse Supplement or herein shall not diminish or impair the effectiveness of such provision as to such parties.

4. Pursuant to sections 105, 363, 364, 503, and 507 of the Bankruptcy Code, the Bid Protections, as set forth in the Stalking Horse Agreement, are hereby approved, and the Debtor is authorized and directed to promptly pay, as they become due pursuant to the terms of the Stalking Horse Agreement, any amounts owed to the Stalking Horse Bidder on account of the Bid Protections in accordance with the Stalking Horse Agreement.

5. The obligation of the Debtor to pay the Break-Up Fee and the Expense Reimbursement Amount in accordance with the Stalking Horse Agreement shall, in each case, be entitled to administrative expense and priority claim status and, if triggered, be payable in accordance with the Stalking Horse Agreement. Such administrative claim shall remain payable by the Debtor upon any conversion of this case to a case under Chapter 7.

6. Absent further order of the Court, no person or entity (other than the Stalking Horse Bidder) shall be entitled to any expense reimbursement or break-up, "topping," termination, or other similar fee or payment by the Debtor for submitting a bid for the Acquired Assets, or in any way participating in an Auction or the Debtor's sale process.

7. Notwithstanding anything to the contrary in this Order, the approval of the sale of the Acquired Assets (whether to the Stalking Horse Bidder or any other party) remains subject to

the Court's approval and entry of the Sale Order. All parties' rights related to the sale and entry of the Sale Order are fully preserved, including the matters raised in GE Vernova International LLC's filings at Docket Nos. 155 & 156.

8. All objections to the entry of this Order or to the relief granted herein that have not been withdrawn, waived, resolved, or settled are hereby denied and overruled.

9. The requirements set forth in the Bankruptcy Rules and the Complex Case Rules are hereby satisfied, modified, or waived.

10. Notwithstanding any applicability of Bankruptcy Rule 6004(h), 6006(d), 7052 or 9014, or any applicable provisions of the Bankruptcy Local Rules or Complex Case Rules or otherwise, this Order shall be immediately effective and enforceable upon its entry, and no automatic stay of execution shall apply to this Order. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

11. The Debtor is authorized to take all actions necessary or appropriate to effectuate the relief granted in this Order.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: May 07, 2026

Alfredo R Pérez
United States Bankruptcy Judge

Exhibit 1

Stalking Horse Agreement

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 6.3(a) and Section 6.3(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; and (iii) the Cure Costs in an aggregate amount not to exceed the Cure Cap, to the applicable counterparty to each Assigned Contract, 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 6.2(a) and Section 6.2(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
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, 20216

EXPLANATORY STATEMENT

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

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

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

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

Section 3.3

Conflicts; Consents

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

(iii)

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

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

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

(iv)

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

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

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

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

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

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

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

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

In re:	Chapter 11
SHANNON WIND, LLC,	Case No. 26-90124 (ARP)
Debtor.[1]	

NOTICE OF FILING OF PLAN SUPPLEMENT

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

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

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

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

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

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Combined Disclosure Statement and Plan or the Order, as applicable, or as the context otherwise requires.

EXHIBIT
11

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

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

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

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

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

BRADLEY ARANT BOULT CUMMINGS LLP

/s/ James B. Bailey
Jarrod B. Martin (TX Bar No. 24070221)
Michael K. Riordan (TX Bar No. 24070502)
600 Travis Street, Suite 5600
Houston, Texas 77060
Telephone: (713) 576- 0300
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-and-

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Email: jbailey@bradley.com

-and-

Alexandra E. Dugan (admitted *pro hac vice*)
1221 Broadway, Suite 2400
Nashville, TN 37203
Telephone: (615) 252-4638
Facsimile: (615) 252-4705
Email: adugan@bradley.com

Counsel to Shannon Wind, LLC

EXHIBIT A

Schedule of Retained Causes of Action

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- equitable subordination claims against any Holders of Claims;

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

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

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

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

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

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

EXHIBIT B

Plan Assumed Contracts List

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

Inclusion of any document on the Prior Contract Notice shall not constitute or be deemed to be a determination or admission by the Debtor or the Successful Bidder that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are being expressly reserved.

Pursuant to the Combined Disclosure Statement and Plan and the Bidding Procedures Order, the Debtor and/or the Successful Bidder reserve the right, in their sole discretion, at any time prior to the closing of the Sale or Effective Date of the Plan, as applicable, to amend, modify, supplement, or delete any executory contract or unexpired lease from the list of contracts proposed to be assumed or assumed and assigned, notwithstanding the filing or service of this Plan Assumed Contracts List or the Prior Contract Notices.

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
CUMMING WESTLAKE LLC	PROPERTY TAX CONSULTING	ATTN: GREG MAXIM, PARTNER 16410 N. ELDRIDGE PARKWAY, TOMBALL, TEXAS 77377	$13,000.00
BRAZOS ELECTRIC POWER COOPERATIVE, INC.	LETTER APPROVING LINE CROSSINGS ACROSS EASEMENT DATED JANUARY 16,	ATTN: DON MCKELVAIN P.O. BOX 2585, WACO, TEXAS 76702-2585 7616 BAGBY AVE., WACO, TEXAS 76712	$0.00
COUNTY OF CLAY, TEXAS	LETTER FROM CLAY COUNTY COURTHOUSE DATED FEBRUARY 24, 2015	ATTN: COUNTY JUDGE, COUNTY OF CLAY, TEXAS 214 NORTH MAIN STREET HENRIETTA, TEXAS 76365	$0.00
EDWARD VEITENHEIMER, SR.	LETTER OF NO OBJECTION DATED APRIL 16, 2015	ATTN: EDWARD VEITENHEIMER SR. 574 WYATT ROAD WINDTHORST, TEXAS 76389	$0.00
ENTERPRISE CRUDE PIPELINE, LLC	LETTER OF NO OBJECTION DATED MARCH 30, 2015	ATTN: JAY JOHNSON 9420 WEST SAM HOUSTON PARKWAY NORTH	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
		HOUSTON, TEXAS 77064-6317	
GENERAL ELECTRIC COMPANY	CONTRACT FOR SALE OF POWER GENERATION EQUIPMENT AND RELATED SERVICES DATED JULY 18, 2014	ATTN: ROBERT KARL 1 RIVER ROAD SCHENECTADY, NY 12345	$0.00
J-A-C ELECTRIC COOPERATIVE, INC.	LETTER OF NO OBJECTION DATED AUGUST 12, 2014	ATTN: MELVIN KIM HOOPER 1784 FM 172 HENRIETTA, TEXAS 76365	$0.00
MIDWAY INDEPENDENT SCHOOL DISTRICT	AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES DATED DECEMBER 19, 2013	ATTN: HOLLIS ADAMS MIDWAY INDEPENDENT SCHOOL DISTRICT 12142 STATE HWY 148 S HENRIETTA, TEXAS 76365	$0.00
ONCOR ELECTRIC DELIVERY COMPANY LLC	ENCROACHMENT ON EASEMENT (DISTRIBUTION) DATED DECEMBER 26, 2014	ATTN: LES HALL 2233 B MOUNTAIN CREEK PARKWAY DALLAS, TX 75211-6711	$0.00
ONCOR ELECTRIC DELIVERY COMPANY LLC	ENCROACHMENT ON EASEMENT (TRANSMISSION) DATED DECEMBER 16, 2014	ATTN: LES HALL 2233 B MOUNTAIN CREEK PARKWAY DALLAS, TX 75211-6711	$0.00
TENASKA POWER SERVICES CO.	AGREEMENT TO PROVIDE QSE AND ENERGY MANAGEMENT SERVICES DATED JUNE 29, 2015	ATTN: DIRECTOR, CONTRACT ADMINISTRATION 1701 EAST LAMAR BOULEVARD, SUITE 100, ARLINGTON, TEXAS 76006	$0.00
TENASKA POWER SERVICES CO.	ISDA MASTER AGREEMENT DATED JUNE 29, 2015	ATTN: DIRECTOR, CONTRACT ADMINISTRATION 1701 E. LAMAR BOULEVARD, SUITE 100 ARLINGTON, TX 76006	$0.00
TENASKA POWER SERVICES CO.	ACCOUNT CONTROL AGREEMENT DATED JUNE 29, 2015	ATTN: DIRECTOR, CONTRACT ADMINISTRATION 1701 E. LAMAR BOULEVARD, SUITE 100	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
		ARLINGTON, TX 76006	
TENASKA POWER SERVICES CO.	AGREEMENT TO PROVIDE REP AND MARKETING SERVICES DATED MAY 25, 2015	14302 FNB PARKWAY OMAHA, NE 68154	$0.00
CAMS RENEWABLE SERVICES, LLC	ASSET MANAGEMENT AGREEMENT DATED MARCH 4, 2022	910 LOUISIANA ST. STE. 2400 HOUSTON, TX 77002	$0.00
GE VERNOVA	FULL SERVICE AGREEMENT DATED OCTOBER 1, 2019	1 RIVER ROAD SCHENECTADY, NY 12345	$0.00
ERCOT	ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT DATED APRIL 4, 2013	8000 METROPOLIS DRIVE BUILDING E SUITE 100 AUSTIN, TX 78744	$0.00
RISK WORK	ERCOT NOGRR-245 COMPLIANCE EVALUATION DATED OCTOBER 3, 2025	220 ROXBURY LN NOBLESVILLE, IN 46062	$0.00
PRAIRIE GROVE RANCH PARTNERSHIP, LLC	SURFACE LEASE	ATTN: MICHAEL GARRETT 1999 MCKINNEY AVE STE. 408 DALLAS, TX 75201	$22,991.96
ARTHUR H. LITTEKEN AND SHIRLEY D. LITTEKEN	SURFACE LEASE	ATTN: SHIRLEY LITTEKEN 377 LITTEKEN DRIVE WINDTHORST, TX 76389	$30,121.21
ROBERT E. STEINBERGER, SR. AND CAROLYN SUE COX STEINBERGER	SURFACE LEASE	ATTN: ROBERT STEINBERGER, SR. PO BOX 68 WINDTHORST, TX 76389	$5,094.28
ROBERT ALVIN SCHROEDER AND REBECCA LYNN SCHROEDER	SURFACE LEASE	ATTN: ROBERT SCHROEDER 317 SCHROEDER LANE WINDTHORST, TX 76389	$0.00
EDWARD C. MOER, JR. AND DEBRA K. MOER	SURFACE LEASE	ATTN: EDWARD MOER, JR. 2196 COBB RD WINDTHORST, TX 76389	$5,822.00
MICHAEL L. GARRETT AND ANTOINETTE I.	SURFACE LEASE	ATTN: MICHAEL GARRETT 1999 MCKINNEY AVE. STE 408	$1,277.32

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
GARRETT TRUSTEES OF THE GARRETT FAMILY TRUST		DALLAS, TX 75201	
DOUGLAS J. WOLF AND BETTY S. WOLF	SURFACE LEASE	ATTN: DOUGLAS WOLF 411 WOLF LANE WINDTHORST, TX 76389	$3,638.76
LLOYD A. WOLF, SR.	SURFACE LEASE	ATTN: LLOYD WOLF 1100 PARKER RD WICHITA FALLS, TX 76310	$3,638.76
JEROME T. HORN, VERGIE M. HORN AND KEVIN HORN	SURFACE LEASE	ATTN: JEROME HORN 219 VIRGIE LANE WINDTHORST, TX 76389	$2,910.96
KAYE SCHREIBER NICHOLS, BOB SCHREIBER AND PAULINE A. SCHREIBER	SURFACE LEASE	ATTN: KAYE NICHOLS 15823 FM 172 SCOTLAND, TX 76389	$2,910.96
TERRENCE LEE SCHROEDER AND SCOTTA LEA SCHROEDER	SURFACE LEASE	ATTN: TERRENCE SCHROEDER PO BOX 14 WINDTHORST, TX 76389	$2,910.96
CLETUS J. SCHROEDER AND DARLA J. SCHROEDER	SURFACE LEASE	ATTN: CLETUS SCHROEDER 2824 FM 2581 WINDTHORST, TX 76389	$2,183.24
DAVID LYNN JACKSON AND CHERYL DAWNE JACKSON	SURFACE LEASE	ATTN: DAVID JACKSON 3722 US HWY 287 S HENRIETTA, TX 76365	$1,455.52
MICHAEL DALE JACKSON AND JUDY KAY JACKSON	SURFACE LEASE	ATTN: MICHAEL JACKSON 19556 FM 1148 GRAHAM, TX 76450	$1,455.52
JIMMY M. HORN	SURFACE LEASE	ATTN: JIMMY HORN 219 VIRGIE LN WINDTHORST, TX 76389	$727.72
JOEY R. HORN AND JESSICA JUAN WANG	SURFACE LEASE	ATTN: JOEY HORN 219 VIRGIE LN WINDTHORST, TX 76389	$727.72
TEDDY W. CONRADY AND ADANNA J. CONRADY	SURFACE LEASE	ATTN: TEDDY CONRADY 1159 C BAR RD WINDTHORST, TX 76389	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
SAFETY KLEEN	UTILITY AGREEMENT	42 LONGWATER DR NORWELL, MA 02061	$1,154.49
WASTE CONNECTION	UTILITY AGREEMENT	PO BOX 819 IOWA PARK, TX 76367-0819 DISTRICT NO. 5187	$241.06
J-A-C ELECTRIC COOPERATIVE INC.	UTILITY AGREEMENT	1784 FM 172 Henrietta, TX 76365-7108	$0.00
WATERPRO INC.	UTILITY AGREEMENT	PO BOX 3277 LUBBOCK, TX 79452	$0.00
COMCELL COMMUNITY	UTILITY AGREEMENT	PO BOX 130 WINDTHORST, TX 76389-0130	$0.00
AFCO CREDIT CORPORATION	INSURANCE PROVIDER	150 N. FIELD DRIVE SUITE 190 LAKE FOREST, IL 60045	$0.00
MOORE-MCNEIL	INSURANCE PROVIDER	PO BOX 843164 DALLAS, TX 75284	$0.00
HOMELAND INSURANCE COMPANY OF NEW YORK	INSURANCE PROVIDER	ATTN: SAMANTHA DISABELLA 275 MADISON AVE STE 092 NEW YORK, NY 10016	$0.00
UNITED SPECIALTY UNDERWRITERS	INSURANCE PROVIDER	CO PPS SPECIALTY UNDERWRITERS INC c/o MONIKA JAHNKE 26895 ALISO CREEK RD NO B 70 ALISO VIEJO, CA 92656	$0.00
FEDERAL INSURANCE COMPANY (CHUBB)	INSURANCE PROVIDER	VICTORIA O'KEEFE 5400 LYNDON B JOHNSON FREEWAY STE 700 DALLAS TX, 75240	$0.00
FIRST INSURANCE	INSURANCE PROVIDER	450 SKOKIE BLVD STE 1000 NORTHBROOK, IL 60062	$0.00
ALLIANT INSURANCE SERVICES	INSURANCE BROKER AGREEMENT	125 HIGH STREET SUITE 2205 BOSTON, MA 02110	$0.00
WHITAKER SERVICES	LAWN CARE AND FENCING AGREEMENT	P.O. BOX 713 ARCHER CITY, TX 76351	$0.00
CAMS BLUEWIRE TECHNOLOGIES	TECHNICAL SUPPORT SERVICES AGREEMENT	910 LOUISIANA ST. SUITE 2400 HOUSTON, TX 77002	$0.00
CAMS ESPARC	SPCC PLAN AGREEMENT	910 LOUISIANA ST. SUITE 2400	$0.00

Contract Counterparty	Nature of Contract	Address	Total Cure Amount
		HOUSTON, TX 77002	
DAVES BUG PRO LLC	WATER HAULING AGREEMENT	PO BOX 9486 WICHITA FALLS, TX 76308	$0.00
ESE PARTNERS LLC	PHASE 1 ENVIRONMENTAL SITE ASSESSMENT DATED DECEMBER 16, 2025	2002 WEST GRAND PKWY NORTH, STE 140 KATY, TX 77449	$0.00
ONCOR ELECTRIC DELIVERY COMPANY, LLC	ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT DATED APRIL 4, 2013	ATTN: LES HALL 2233 B MOUNTAIN CREEK PARKWAY DALLAS, TX 75211-6711	$0.00
TEDDY W. CONRADY AND ADANNA J. CONRADY	EASEMENT	ATTN: TEDDY CONRADY 1159 C BAR RD WINDTHORST, TX 76389	$0.00
TEDDY W. CONRADY AND ADANNA J. CONRADY	LETTER AGREEMENT RE: EASEMENT	ATTN: TEDDY CONRADY 1159 C BAR RD WINDTHORST, TX 76389	$0.00

EXHIBIT C

Wind Down Budget

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

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

Assumptions

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

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

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

4. Assumes Wind Down takes at least twelve months.

EXHIBIT D

NOTES TO LIQUIDATION ANALYSIS

INTRODUCTION

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

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

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

Basis of Presentation

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

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

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

Conversion Date and Appointment of a Chapter 7 Trustee

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

Additional Global Notes and Assumptions

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

General Notes and Assumptions

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

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

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

Further notes are set forth in the Liquidation Analysis.

CHAPTER 11 PLAN SCENARIO

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

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

CHAPTER 7 LIQUIDATION SCENARIO

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

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

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

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

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

CONCLUSION

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

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

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

LIQUIDATION ANALYSIS

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

General Unsecured Claims

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

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

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

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

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

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

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

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

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

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

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

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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF TEXAS

HOUSTON DIVISION

In Re. Shannon Wind, LLC § Case No. 26-90124

§

§

Debtor(s) §

☐ Jointly Administered

Monthly Operating Report

Chapter 11

Reporting Period Ended: 03/31/2026 Petition Date: 01/25/2026

Months Pending: 2 Industry Classification: 2 2 1 1

Reporting Method: Accrual Basis ◉ Cash Basis ○

Debtor's Full-Time Employees (current): 0

Debtor's Full-Time Employees (as of date of order for relief): 0

Supporting Documentation (check all that are attached):

(For jointly administered debtors, any required schedules must be provided on a non-consolidated basis for each debtor)

- ☒ Statement of cash receipts and disbursements
- ☒ Balance sheet containing the summary and detail of the assets, liabilities and equity (net worth) or deficit
- ☒ Statement of operations (profit or loss statement)
- ☐ Accounts receivable aging
- ☐ Postpetition liabilities aging
- ☐ Statement of capital assets
- ☐ Schedule of payments to professionals
- ☐ Schedule of payments to insiders
- ☒ All bank statements and bank reconciliations for the reporting period
- ☐ Description of the assets sold or transferred and the terms of the sale or transfer

John Shepherd

Signature of Responsible Party

John Shepherd

Printed Name of Responsible Party

04/30/2026

Date

1920 McKinney Ave, Suite 950, Dallas, TX 75201

Address

STATEMENT: This Periodic Report is associated with an open bankruptcy case; therefore, Paperwork Reductio 1320.4(a)(2) applies.

EXHIBIT 12

Debtor's Name Shannon Wind, LLC Case No. 26-90124

Part 1: Cash Receipts and Disbursements		Current Month	Cumulative
a.	Cash balance beginning of month	$4,431,739	
b.	Total receipts (net of transfers between accounts)	$612,667	$2,752,852
c.	Total disbursements (net of transfers between accounts)	$226,209	$459,952
d.	Cash balance end of month (a+b-c)	$4,818,197	
e.	Disbursements made by third party for the benefit of the estate	$0	$0
f.	Total disbursements for quarterly fee calculation (c+e)	$226,209	$459,952

Part 2: Asset and Liability Status (Not generally applicable to Individual Debtors. See Instructions.)		Current Month
a.	Accounts receivable (total net of allowance)	$1,595,222
b.	Accounts receivable over 90 days outstanding (net of allowance)	$104,221
c.	Inventory (Book ◉ Market ○ Other ○ (attach explanation))	$675,278
d	Total current assets	$9,388,354
e.	Total assets	$214,816,148
f.	Postpetition payables (excluding taxes)	$2,527,225
g.	Postpetition payables past due (excluding taxes)	$0
h.	Postpetition taxes payable	$184,819
i.	Postpetition taxes past due	$0
j.	Total postpetition debt (f+h)	$2,712,044
k.	Prepetition secured debt	$112,494,408
l.	Prepetition priority debt	$0
m.	Prepetition unsecured debt	$2,794,573
n.	Total liabilities (debt) (j+k+l+m)	$118,001,025
o.	Ending equity/net worth (e-n)	$96,815,123

Part 3: Assets Sold or Transferred		Current Month	Cumulative
a.	Total cash sales price for assets sold/transferred outside the ordinary course of business	$0	$0
b.	Total payments to third parties incident to assets being sold/transferred outside the ordinary course of business	$0	$0
c.	Net cash proceeds from assets sold/transferred outside the ordinary course of business (a-b)	$0	$0

Part 4: Income Statement (Statement of Operations) (Not generally applicable to Individual Debtors. See Instructions.)		Current Month	Cumulative
a.	Gross income/sales (net of returns and allowances)	$677,042	
b.	Cost of goods sold (inclusive of depreciation, if applicable)	$18,819	
c.	Gross profit (a-b)	$658,223	
d.	Selling expenses	$0	
e.	General and administrative expenses	$1,541,345	
f.	Other expenses	$13,249	
g.	Depreciation and/or amortization (not included in 4b)	$1,040,425	
h.	Interest	$513,576	
i.	Taxes (local, state, and federal)	$84,256	
j.	Reorganization items	$0	
k.	Profit (loss)	$-2,534,628	$-4,686,109

Debtor's Name Shannon Wind, LLC Case No. 26-90124

Part 5: Professional Fees and Expenses

				Approved Current Month	Approved Cumulative	Paid Current Month	Paid Cumulative
a.	Debtor's professional fees & expenses (bankruptcy) *Aggregate Total*			$46,914	$95,260	$46,914	$95,260
	Itemized Breakdown by Firm						
		Firm Name	Role				
	i	Accordion Partners, LLC	Financial Professional	$0	$0	$0	$0
	ii	Bradley Arant Bount Cumming	Lead Counsel	$0	$0	$0	$0
	iii	Kurtzman Carson Consultants,	Other	$46,914	$95,260	$46,914	$95,260
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Debtor's Name Shannon Wind, LLC Case No. 26-90124

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Debtor's Name Shannon Wind, LLC Case No. 26-90124

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				Approved Current Month	Approved Cumulative	Paid Current Month	Paid Cumulative
b.	Debtor's professional fees & expenses (nonbankruptcy) *Aggregate Total*						
	Itemized Breakdown by Firm						
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Debtor's Name Shannon Wind, LLC Case No. 26-90124

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Debtor's Name Shannon Wind, LLC Case No. 26-90124

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Debtor's Name Shannon Wind, LLC Case No. 26-90124

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c.	All professional fees and expenses (debtor & committees)						

Part 6: Postpetition Taxes		Current Month	Cumulative
a.	Postpetition income taxes accrued (local, state, and federal)	$0	$0
b.	Postpetition income taxes paid (local, state, and federal)	$0	$0
c.	Postpetition employer payroll taxes accrued	$0	$0
d.	Postpetition employer payroll taxes paid	$0	$0
e.	Postpetition property taxes paid	$0	$0
f.	Postpetition other taxes accrued (local, state, and federal)	$84,256	$184,819
g.	Postpetition other taxes paid (local, state, and federal)	$0	$0

Part 7: Questionnaire - During this reporting period:

a.	Were any payments made on prepetition debt? (if yes, see Instructions)	Yes ○	No ◉		
b.	Were any payments made outside the ordinary course of business without court approval? (if yes, see Instructions)	Yes ○	No ◉		
c.	Were any payments made to or on behalf of insiders?	Yes ○	No ◉		
d.	Are you current on postpetition tax return filings?	Yes ◉	No ○		
e.	Are you current on postpetition estimated tax payments?	Yes ◉	No ○		
f.	Were all trust fund taxes remitted on a current basis?	Yes ○	No ◉		
g.	Was there any postpetition borrowing, other than trade credit? (if yes, see Instructions)	Yes ○	No ◉		
h.	Were all payments made to or on behalf of professionals approved by the court?	Yes ◉	No ○	N/A ○	
i.	Do you have: Worker's compensation insurance?	Yes ○	No ◉		
	If yes, are your premiums current?	Yes ○	No ○	N/A ◉	(if no, see Instructions)
	Casualty/property insurance?	Yes ◉	No ○		
	If yes, are your premiums current?	Yes ◉	No ○	N/A ○	(if no, see Instructions)
	General liability insurance?	Yes ◉	No ○		
	If yes, are your premiums current?	Yes ◉	No ○	N/A ○	(if no, see Instructions)
j.	Has a plan of reorganization been filed with the court?	Yes ◉	No ○		
k.	Has a disclosure statement been filed with the court?	Yes ◉	No ○		
l.	Are you current with quarterly U.S. Trustee fees as set forth under 28 U.S.C. § 1930?	Yes ◉	No ○		

Debtor's Name Shannon Wind, LLC Case No. 26-90124

Part 8: Individual Chapter 11 Debtors (Only)

a.	Gross income (receipts) from salary and wages	$0
b.	Gross income (receipts) from self-employment	$0
c.	Gross income from all other sources	$0
d.	Total income in the reporting period (a+b+c)	$0
e.	Payroll deductions	$0
f.	Self-employment related expenses	$0
g.	Living expenses	$0
h.	All other expenses	$0
i.	Total expenses in the reporting period (e+f+g+h)	$0
j.	Difference between total income and total expenses (d-i)	$0
k.	List the total amount of all postpetition debts that are past due	$0
l.	Are you required to pay any Domestic Support Obligations as defined by 11 U.S.C § 101(14A)?	Yes ○ No ◉
m.	If yes, have you made all Domestic Support Obligation payments?	Yes ○ No ○ N/A ◉

Privacy Act Statement

28 U.S.C. § 589b authorizes the collection of this information, and provision of this information is mandatory under 11 U.S.C. §§ 704, 1106, and 1107. The United States Trustee will use this information to calculate statutory fee assessments under 28 U.S.C. § 1930(a)(6). The United States Trustee will also use this information to evaluate a chapter 11 debtor's progress through the bankruptcy system, including the likelihood of a plan of reorganization being confirmed and whether the case is being prosecuted in good faith. This information may be disclosed to a bankruptcy trustee or examiner when the information is needed to perform the trustee's or examiner's duties or to the appropriate federal, state, local, regulatory, tribal, or foreign law enforcement agency when the information indicates a violation or potential violation of law. Other disclosures may be made for routine purposes. For a discussion of the types of routine disclosures that may be made, you may consult the Executive Office for United States Trustee's systems of records notice, UST-001, "Bankruptcy Case Files and Associated Records." *See* 71 Fed. Reg. 59,818 et seq. (Oct. 11, 2006). A copy of the notice may be obtained at the following link: http://www.justice.gov/ust/eo/rules_regulations/index.htm. Failure to provide this information could result in the dismissal or conversion of your bankruptcy case or other action by the United States Trustee. 11 U.S.C. § 1112(b)(4)(F).

I declare under penalty of perjury that the foregoing Monthly Operating Report and its supporting documentation are true and correct and that I have been authorized to sign this report on behalf of the estate.

John Shepherd

Signature of Responsible Party

John Shepherd

Printed Name of Responsible Party

Chief Restructuring Officer

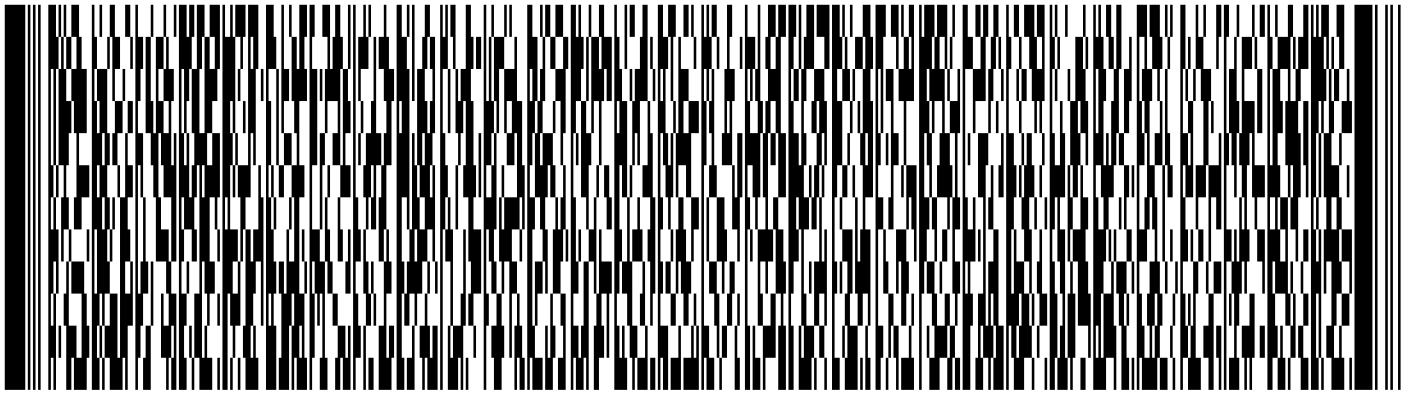
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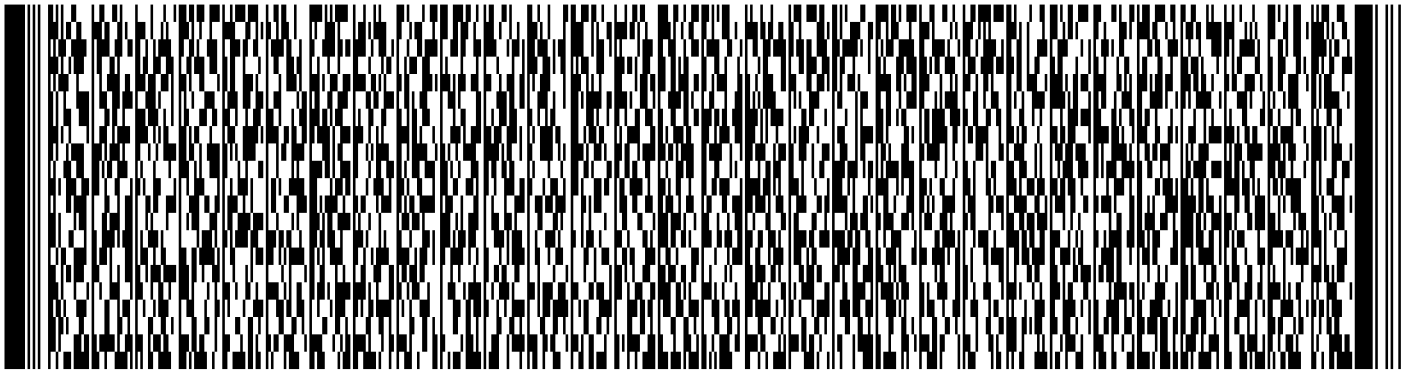
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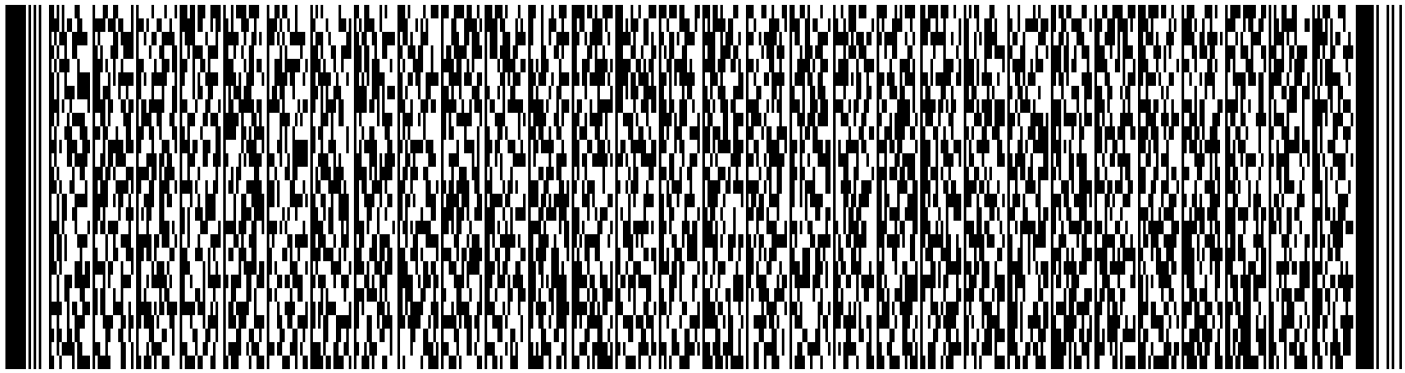
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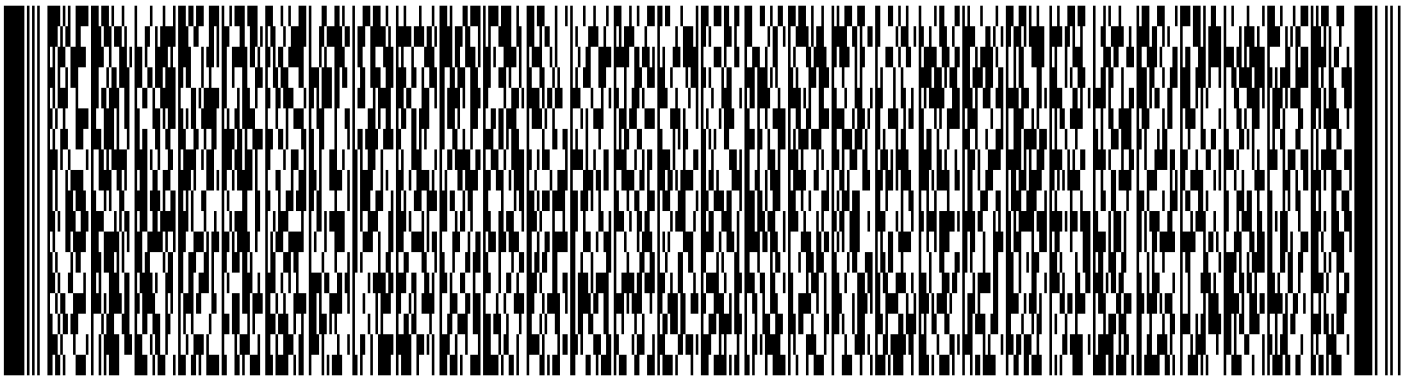
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Debtor's Name Shannon Wind, LLC Case No. 26-90124


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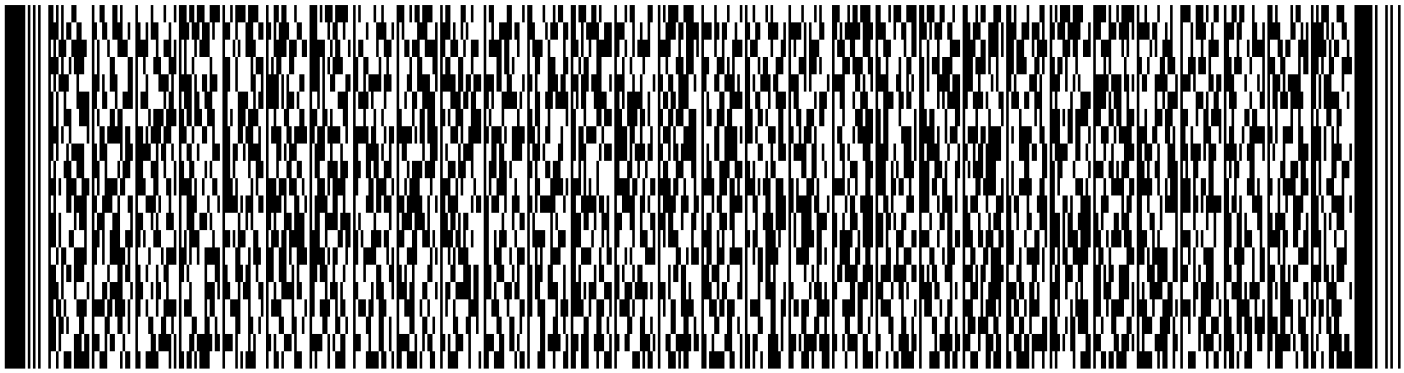

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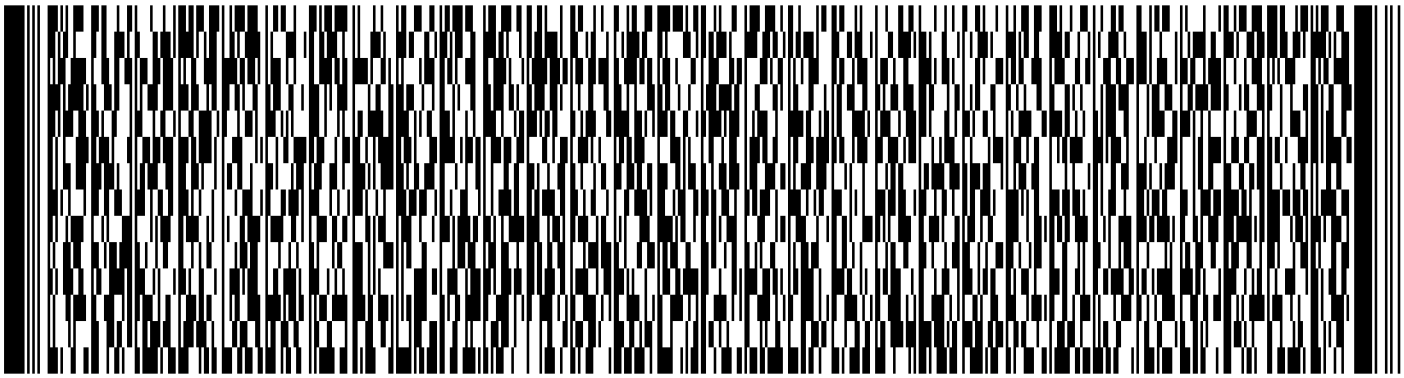

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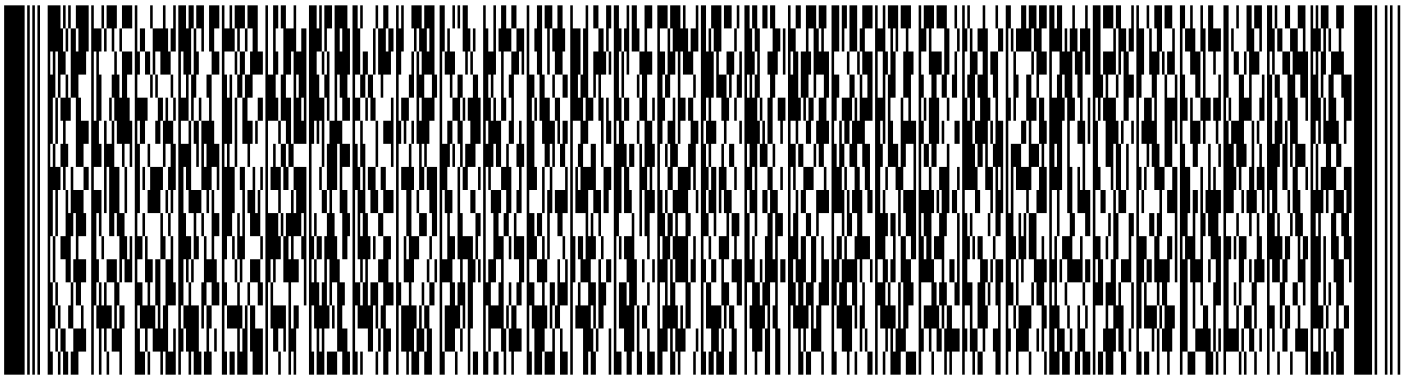
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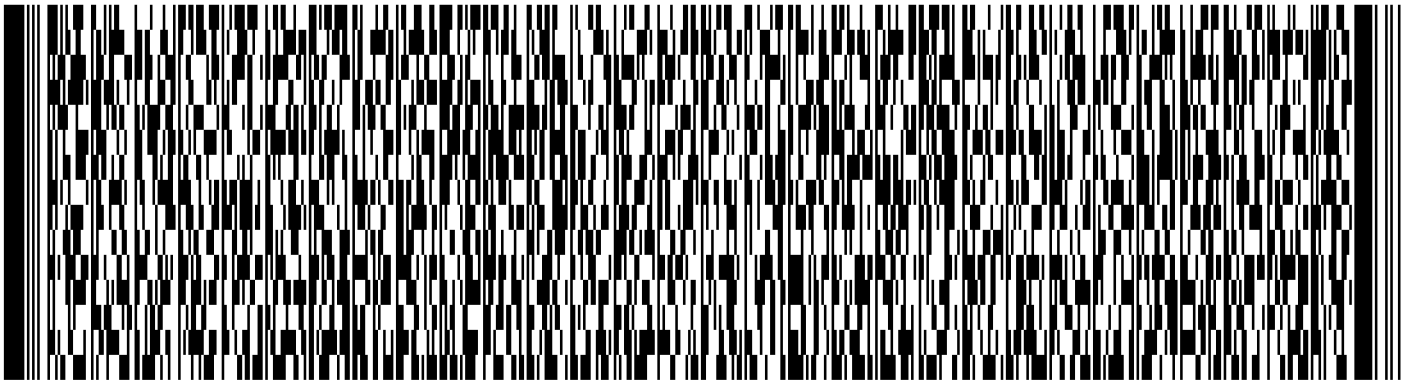
Debtor's Name Shannon Wind, LLC

Case No. 26-90124


Bankruptcy1to50


Bankruptcy51to100


NonBankruptcy1to50


NonBankruptcy51to100

Docusign Envelope ID: E1243829-444D-861B-81A9-21C46B3B3A09

Debtor's Name Shannon Wind, LLC Case No. 26-90124

PageThree

PageFour

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Shannon Wind, LLC
Attachment 1 - Schedule of Cash - Monthly
$ USD

Shannon Cash Flow Forecast	*Monthly*
Beginning Cash Balance	**$ 4,431,739**
[+] Merchant Cash Receipts (unrestricted)	532,011
[+] REC Cash Receipts	80,656
[-] Asset Management (CAMS)	(46,150)
[-] Operations & Maintenance (GE Vernova)	-
[-] Energy Management Agreement Fees (Tenaska)	-
[-] Land Payments	-
[-] Insurance	(66,611)
[-] Property Taxes	-
[-] Other Opex	(66,533)
NOCF	**433,372**
[-] CRO & Financial Advisor	-
[-] Debtor's Counsel	-
[-] Other Bankruptcy Costs	(46,914)
[-] Independent Director	-
[-] Sale Process Costs & Fees	-
[-] Repowering Project	-
Ending Cash Balance	**4,818,196**

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SHANNON WIND, LLC
(Debtor-in-possession)
CONSOLIDATED BALANCE SHEET (UNAUDITED)
March 31, 2026
(In US Dollars)

ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$	4,818,196
Accounts receivable, net		1,699,443
Renewable energy credit inventory		86,544
Spare parts inventory		588,734
Prepaid assets		2,179,412
Security deposits		16,025
Total current assets		9,388,354
LONG-TERM ASSETS		
Property, plant and equipment, net		199,154,301
Intangible assets, net		6,273,493
Total long-term assets		205,427,794
TOTAL ASSETS	$	214,816,148
LIABILITIES AND MEMBERS' EQUITY		
LIABILITIES SUBJECT TO COMPROMISE		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities - LSTC	$	93,351,152
Current portion long-term debt - LSTC		5,000,000
Total current liabilities		98,351,152
LONG-TERM LIABILITIES		
Asset retirement obligation - LSTC		1,937,829
Tracking account payable - LSTC		15,000,000
Total long-term liabilities		16,937,829
Total liabilities subject to compromise		115,288,981
CURRENT LIABILITIES		
Accounts payable and accrued liabilities		2,682,981
Total current liabilities		2,682,981
LONG-TERM LIABILITIES		
Asset retirement obligation		29,063
Total long-term liabilities		29,063
Total liabilities		2,712,044
MEMBERS' EQUITY		
Members' capital		309,395,849
Accumulated deficit		(212,580,726)
Total members' equity		96,815,123
TOTAL LIABILITIES AND MEMBERS' EQUITY	$	214,816,148

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SHANNON WIND, LLC
CONSOLIDATED STATEMENT OF OPERATIONS (UNAUDITED)

(In US Dollars)

	FOR MONTH ENDED March 31, 2026
REVENUES	
Merchant revenues	$ 677,042
Total revenues	677,042
OPERATING EXPENSES	
Operations and maintenance services	714,981
Landowner payments	55,762
Property taxes	84,256
Depreciation and amortization	1,040,425
Accretion of asset retirement obligation	13,249
General and administrative expense	789,421
Total operating expenses	2,698,094
NET LOSS FROM OPERATIONS	(2,021,052)
OTHER EXPENSE	
Interest expense	(513,576)
Total other expense	(513,576)
NET LOSS	$ (2,534,628)

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Wilmington Trust

Corporate Headquarters
1100 North Market Street
Wilmington, DE 19890-0001

Accounting Statement

[redacted] - SHANNON WIND PROJECT
March 01, 2026 - March 31, 2026

Your Portfolio at a Glance

Opening Market Value w/Accrued Income	-
Net of Contributions & Withdrawals	-
Net Investment Change	-
Closing Market Value w/Accrued Income	**-**

Accounts Included

WTNA NOT IN ITS INDIVIDUAL CAPACITY BUT
SOLELY AS ACCOUNT BANK UNDER AGREEMENT DATED 06/29/2015
[redacted]

Your Relationship Team

STEVEN M BARONE **(302) 636-6973**
Vice President
sbarone@wilmingtontrust.com

WENDY MORFIN
2ND FLOOR
5 GREENWICH OFFICE PARK
GREENWICH, CT 06831-5128

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Wilmington Trust

Accounting Statement

[redacted] - SHANNON WIND PROJECT

March 01, 2026 - March 31, 2026

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Please see Glossary for descriptions of key fields depicted in this statement.

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Wilmington Trust

Relationship Summary

[redacted] - SHANNON WIND PROJECT

March 01, 2026 - March 31, 2026

Asset Allocation

Asset Class	Total Market Value	Allocation (%)

No holdings for this statement period

Accrued Income by Asset Class Summary

Asset Class	Market Value	Accrued Income	Market Value + Accrued Income	Estimated Annual Income	Estimated Yield (%)

No holdings for this statement period

Market Values may be generated using market quotations, closing price, mean bid or ask, or estimated market value obtained from quotation services. Mutual fund balances are incorporated into appropriate asset classifications. Derivative instruments are classified based upon the corresponding underlying security and does not represent a comprehensive risk assessment of your account.
Asset values will fluctuate. **Estimated Annual Income** is provided for comparison purposes only. Estimated Annual Income is based on historical data or other assumptions and is not a guarantee of future results. This report should not be used to prepare tax documents.
Yield for Cash & Equivalents is calculated based on Market Value of investments and does not include Uninvested Cash (Cash Balance) or Cash Payables and Receivables for pending trades.

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Wilmington Trust

Relationship Summary *(continued)*

[redacted] - SHANNON WIND PROJECT
March 01, 2026 - March 31, 2026

Portfolio Valuations & Activity Summary

Category	Current Period	Year-to-Date
Opening Market Value	-	-
Accrued Income	-	-
Opening Market Value w/Accrued Income	-	-
Contributions		
Cash Receipts	532,011.01	3,493,776.79
Intra-Account Transfers	-	-
Other Receipts	-	-
Securities Transferred In	-	-
Tax Refunds	-	-
Total Contributions	**$532,011.01**	**$3,493,776.79**
Withdrawals		
Cash Disbursements	-	-
Intra-Account Transfers	-	-
Other Disbursements	-532,011.01	-3,493,776.79
Other Fees	-	-
Securities Transferred Out	-	-
Tax Payments	-	-
Taxes Withheld	-	-
Wilmington Trust Fees	-	-
Total Withdrawals	**-$532,011.01**	**-$3,493,776.79**
Net Contributions & Withdrawals	-	-
Closing Market Value	-	-
Accrued Income	-	-
Closing Market Value w/Accrued Income	-	-
Net Investment Change	-	-

Net Investment Change Detail

	Current Period	Year-to-Date
Net Investment Change	-	-
Income Earned		
Dividends	-	-
Net Interest	-	-
Other Income	-	-
Change in Accrual	-	-
Total Income Earned	-	-
Market Appreciation	-	-

Management and advisory fees charged through accounts not listed under the Market Value Summary will not be shown in this schedule. Transactions classified in Other (Receipts, Fees, and Disbursements) categories are identified in the Transaction Activity Detail.

Market Appreciation reflects your Closing Market Value w/Accrued Income, less the net of contributions, withdrawals, and income earned, less your Opening Market Value w/Accrued Income.

[redacted]

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Wilmington Trust

Holdings Detail

[redacted] - SHANNON WIND PROJECT

March 01, 2026 - March 31, 2026

Holdings Detail

Security Name	Quantity	Market Price	Market Value	Cost	Unrealized Gain/Loss	Accrued Income	Estimated Annual Income	Effective Duration	Yield to Worst (%)	Market Value (%)

No investments held at this time

[redacted]

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Wilmington Trust

Activity Detail

[redacted] - SHANNON WIND PROJECT
March 01, 2026 - March 31, 2026

Transaction Activity Detail

Trade Date / Settlement Date	Transaction Type	Transaction Description	Quantity	Price	Cash Value
OPENING BALANCE					
03/19/2026	Cash Receipts	CASH RECEIPT ACH TRANSFER FROM CHECKING EXTERNAL ACH TENASKA POWER SE CCD ACH TRACE [redacted]	-	-	$532,011.0
03/26/2026	Other Disbursements	CASH DISBURSEMENT MISCELLANEOUS - WIRE PAID TO CA&T Account Administration [redacted] Shannon Wind Revenue A/C 2/2026 Revenue CA&T Account Administration CITIBANK, N.A. [redacted]	-	-	-532,011.0
CLOSING BALANCE					

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Wilmington Trust

Disclosures

[redacted] - SHANNON WIND PROJECT
March 01, 2026 - March 31, 2026

Statement Disclosures

Statement Review; Limitations on Actions

Please carefully review your statements and retain them for your records as they may contain notices, disclosures and other important information in addition to the summary of the transactions in your account for the reporting period, including contributions, distributions, transfers, and purchases and sales of securities. Summary data is also provided for off-setting investment option transfers or other transfers made between accounts.

Please report promptly any material inaccuracy or discrepancy in this information to your Relationship Manager. If revised data becomes available to Wilmington Trust after these reports are generated, we may update our records accordingly; however, revised data typically will not result in the generation of a new report.

Fee Arrangements

Wilmington Trust and its affiliates may earn additional compensation from uninvested cash in the form of earnings, which Wilmington Trust expects will be generated at the prevailing federal funds rate. Such earnings may be generated between the time the moneys are received by Wilmington Trust and actually forwarded to implement investment instructions, or between the time a distribution is issued and presented.

Affiliated Advisers

"Wilmington Trust" is a registered service mark used in connection with various fiduciary and non-fiduciary services offered by certain subsidiaries of M&T Bank Corporation including Manufacturer's & Trader's Trust Company, Wilmington Trust company (operating in Delaware only), Wilmington Trust, N.A., Wilmington Funds Management Corporation, Wilmington Trust Investment Advisors, Inc., Wilmington Trust Asset Management, LLC and Wilmington Trust Investment Management, LLC. For additional information regarding the Wilmington Trust brand, underlying entities, and products and services offered, please visit our web site at www.wilmingtontrust.com. Please consult the applicable account governing agreement or instrument to ascertain the specific Wilmington Trust entity contracted to provide services to an account.

Where permitted, Wilmington Trust, its affiliates and its sub-advisors may execute portfolio transactions with brokerage firms that provide proprietary and/or third-party research products and services, as well as trade execution. The brokerage firms providing such services may be paid commisisons in excess of those another broker or dealer might charge for executing such transactions. We may execute such transactions resulting in receipt of brokerage and research services, notwithstanding that the particular account(s) involved may not be a beneficiary of such brokerage or research. Receipt of research services and products from brokers or dealers who execute client trades involves conflicts of interest for Wilmington Trust, its affiliates and its sub-advisors because they do not have to produce or pay for the research itself, and thus have an incentive to select or recommend a broker based on their interest in receiving such research.

Pricing and Valuation

Reported values may not equal market value or fair value and may include accruals. Asset values will fluctuate. This report should not be used to prepare tax documents or financial statements. Information for tax reporting purposes is set forth in the annual Wilmington Trust Tax Information Letter or other tax document provided by Wilmington Trust. Please contact your Relationship Team if you have any questions.

The investment values and estimated income information reported herein reflect the securities in your account on a trade date basis as of the close of your statement period. Pricing may reflect market price quotations, closing price, mean bid / ask price, or estimated market values obtained from various third-party quotation services which we believe to be reliable and which were available when the report was prepared. If an investment did not have a readily determinable value, then reported values are based on the last valuation available to us at the time the report was generated. For assets not custodied at Wilmington Trust, prices and values are provided by the custodian, the issuer or their administrator, and Wilmington Trust is not responsible for this information, nor can Wilmington Trust guarantee its accuracy or timeliness. Valuation for Private Equity, Private Real Estate and Other asset classes reflect the most recent information available, but are typically illiquid and may have irregular reporting. Consult your Relationship Manager for details regarding valuations for your illiquid holdings.

Investments and Insurance Products: Are NOT Deposits • Are NOT FDIC-Insured • Are NOT Insured By Any Federal Government Agency • Have NO Bank Guarantee • May Go Down in Value

Details of transaction charges and commissions are displayed on transaction confirmations, which have been mailed or made available separately to you. Wilmington Trust will also send you this information upon request. To the extent Wilmington Trust has custody of assets but no investment authority over your account, you have the right at any time to receive, at no additional cost to you, written confirmations of securities transactions that occur in your account. These confirmations will be mailed to you in the timeframe required by applicable regulations. Even if you previously waived your right to receive these confirmations, you may at any time ask to receive such confirmations going forward. Please contact your Relationship Manager if you wish to have written trade confirmations mailed to you.

Basis and limitations on use for Cost, Gains, and Losses. This report is not a tax document and should not be relied upon to prepare tax documents or report tax information. This information is being provided for your review of transactions and balances in the account for the reporting period. For tax reporting, you should rely on the annual Wilmington Trust Tax Information Letter or other tax document provided by Wilmington Trust. Transactions requiring tax consideration should be reviewed with your own tax professional adviser. Unrealized Gain and Loss data is reliant upon accurate cost

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Wilmington Trust

Disclosures

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March 01, 2026 - March 31, 2026

Statement Disclosures *(continued)*

basis information and represents the current value of a security less the adjusted cost basis for that security. If the current value is greater than the adjusted cost basis, that position has an unrealized gain. Conversely, if value is less than the cost, the position carries an unrealized loss.

The cost basis of record for securities transferred into the account may have been provided to us by a delivering firm, a transfer agent, or another adviser on a best-efforts basis. Cost basis data provided through delivering firms is relied upon for this report but should be reviewed for accuracy by each client. Cost basis on fixed income securities is adjusted for amortization, accretion, or principal paydowns and the method of calculation is based upon the type of fixed income security and certain attributes, obtained from sources believed to be reliable. Where no cost basis is available for a security as of the last day of the reporting period, that security will reflect the cost basis as unknown.

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Wilmington Trust

Glossary

[redacted] SHANNON WIND PROJECT
March 01, 2026 - March 31, 2026

Glossary

Accrued Dividend represents dividends declared by the issuer which have not yet been paid.

Accrued Income represents income payments accumulated with a security (i.e., "priced in" to the security value) since the last payment date but not yet received. Income accrues daily and is reset every time accruals are paid.

Cost represents the reported original value of an asset adjusted for corporate actions, including stock splits, dividends, and return of capital distributions. Tax cost basis on fixed income securities are adjusted for amortization, accretion or principal paydowns. The method of calculation is based upon the type of fixed income security and certain attributes, obtained from sources believed to be reliable. This information is used to estimate capital gains and losses; however, this is not a tax document. This information is being provided for your convenience and is for informational purposes only. For tax reporting, you should rely on your official tax documents. Transactions requiring tax consideration should be reviewed with your tax advisor.

Securities acquired before 2011 are generally not subject to the new cost basis reporting rules set forth by the Internal Revenue Service Code in the Emergency Economic Stabilization Act of 2008 and are, therefore, considered "noncovered" under the new cost basis reporting rules. All other securities in this section are securities which are "covered" under the new cost basis reporting rules. Securities which are "covered" under the new cost basis reporting rules are defined as securities which have been acquired on or after their applicable dates at which they are subject to the cost basis reporting rules and the adjusted basis will be reported to the IRS on form 1099-B for the applicable tax year in which the security is disposed.

Credit ratings are used to evaluate the likelihood of default by a bond issuer. Independent rating agencies, such as Moody's Investors Service, analyze the financial strength of each bond's issuer. Moody's ratings range from Aaa (highest quality) to C (lowest quality). Bonds rated Baa3 and better are considered "Investment Grade". Bonds rated Ba1 and below are "Speculative Grade" (also "High Yield"). The **Weighted Average Credit Rating** reflects a portfolio-weighted average of ratings on individual rated bonds – non-rated bonds are excluded – it does not represent a rating of the portfolio as a whole. The weighted average is intended only as an aggregate illustration of the portfolio holdings rather than as an indication of their respective risks, as certain risks –including the risk of default of individual issues– may be underrepresented by this measure.

Duration is a measure of a bond's sensitivity to changes in interest rates and is calculated as the average percentage change in a bond's value under parallel shifts of the yield curve. Thus a bond with duration of 4 would be expected to lose 1% in value (price) in the event of a 25 basis point (0.25%) increase in market rates, represented by the yield curve. Conversely, that bond would be expected to appreciate 1% in value with a 25 basis point decrease in market rates.

Estimated Annual Income is an indication of income return expected from security positions over the next 12 months assuming that the position quantities, interest /dividend rates, and prices remain constant. For U.S. government, corporate, and municipal bonds it is calculated by multiplying the coupon rate by the face value of the security. For common stocks, ADRs, REITs and mutual funds it is calculated using an indicated (projected) annual dividend. They are provided for illustrative purposes only, are not a forecast or guarantee of future results, and they should not be relied on for making investment, trading, or tax decisions.

Estimated Yield compares the anticipated earnings on investments (Estimated Annual Income) to the current price of the investments. Changes in the price of a security over time or in the amount of the investment held in your account will cause the estimated yield to vary. The actual yield may be higher or lower than the estimated amounts.

Net Interest represents the receipt of interest earned less the purchase of accrued interest on securities.

Taxable versus **Tax-exempt** status is determined at the security level, and not at the account type level. Thus accounts that carry a tax exemption, such as IRAs or various charitable trusts, often have holdings that are categorized as Taxable for this report. Conversely, securities classified as Tax-exempt for this report are held in taxable account types. Securities may be deemed Tax-exempt based on a tax-advantaged treatment, typically for interest payments on municipal bonds, which may not be available equally to all investors. Additionally, alternative tax treatments may mitigate or offset tax advantages reflected in this report. This report is not a tax document and should not be used for tax preparation.

Term (Long or Short) reflects the holding period of the security. Long term indicates a holding period one year or greater, while Short indicates a holding period less than one year.

Trade Date accounting is used throughout this report, unless otherwise identified, and records the purchase or sale of an asset as of the date on which an agreement to purchase/sell was entered, or a market trade executed, rather than on the settlement date (the actual delivery of the asset in exchange for payment). Thus, trades executed but pending settlement are treated as already present in the account in reliance upon successful settlement. Trade date treatment serves as a better

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Wilmington Trust

Glossary

[redacted] - SHANNON WIND PROJECT
March 01, 2026 - March 31, 2026

Glossary *(continued)*

reflection of actual decisions to buy/sell than settlement date, which can occur days later.

Unit Cost is the reported cost per share of an equity position, or cost per bond for debt securities. It reflects the price paid, adjusted for corporate actions such as stock splits and return of capital distributions. It is used to estimate capital gains and losses; however, you should rely only on your official tax documents for tax reporting purposes. All cost basis information is derived from transactions in the account or information supplied by you or other sources and is provided for your convenience and is for informational purposes only. There is no guarantee as to the accuracy of third-party cost basis information and it is not intended for tax reporting purposes. Please inform us in the event that a cost basis is not accurate.

Unrealized Gain/Loss is the difference between the current value of a security and the adjusted cost basis of that security. If the current value is greater than the original cost, that position has an unrealized gain. Conversely, if the current value is less than the original cost, that position has an unrealized loss.

Yield to Worst assumes the "worst case" yield to investors within the terms of the issue's provisions, such as use of prepayment, call, or sinking fund options that may be available to the issuer on some bonds.

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Account Statement by Principal and Income

ACCOUNTS Multiple Accounts Selected
PERIOD 02-MAR-2026 Thru 31-MAR-2026
SORT BY Posted Date

CREATED ON 01-APR-2026 15:02:35 (EST)
PAGE 1 of 5

Account ID / Transaction Class / Income	Account Name / Security Type / Principal	Value Date / Security Code / Balance	Posted Date / Issue Name	Client Reference / Transaction Description	Custodian Reference / CCY Code
[redacted]3300 0.00	SHANNON CONSTRUCTION AC DIP - USD 0.00	 0.00	03/02/26	Opening Balance as of 02 Mar 2026	
[redacted]3300 0.00	SHANNON CONSTRUCTION AC DIP - USD 0.00	 0.00	03/31/26	Closing Balance as of 31 Mar 2026	
[redacted]3400 0.00	SHANNON REVENUE A/C DIP - USD 0.00	 3,097,544.06	03/02/26	Opening Balance as of 02 Mar 2026	
[redacted]3400 MSCWR 0.00	SHANNON REVENUE A/C DIP - USD 80,655.75	03/19/26 3,178,199.81	03/19/26	[redacted] MISCELLANEOUS WIRE	[redacted] USD
[redacted]3400 MSCWR 0.00	SHANNON REVENUE A/C DIP - USD 532,011.01	03/26/26 3,710,210.82	03/26/26	[redacted] MISCELLANEOUS WIRE	[redacted] USD
[redacted]3400 MISC 0.00	SHANNON REVENUE A/C DIP - USD -59,000.00	03/31/26 3,651,210.82	03/31/26	[redacted] MISCELLANEOUS	[redacted] USD

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Account Statement by Principal and Income

ACCOUNTS Multiple Accounts Selected
PERIOD 02-MAR-2026 Thru 31-MAR-2026
SORT BY Posted Date

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PAGE 2 of 5

Account ID / Transaction Class / Income	Account Name / Security Type / Principal	Value Date / Security Code / Balance	Posted Date / Issue Name	Client Reference / Transaction Description	Custodian Reference / CCY Code
[redacted]3400 0.00	SHANNON REVENUE A/C DIP - USD 0.00	 3,651,210.82	03/31/26	Closing Balance as of 31 Mar 2026	
[redacted]3500 0.00	SHANNON OPERATING A/C DIP - USD 0.00	 1,334,194.46	03/02/26	Opening Balance as of 02 Mar 2026	
[redacted]3500 TRF 0.00	SHANNON OPERATING A/C DIP - USD -645.29	03/16/26 1,333,549.17	03/16/26	[redacted] Citi initiated UPL-CDC XFER - Debit	[redacted] USD
[redacted]3500 TRF 0.00	SHANNON OPERATING A/C DIP - USD -975.00	03/16/26 1,332,574.17	03/16/26	[redacted] Citi initiated UPL-CDC XFER - Debit	[redacted] USD
[redacted]3500 TRF 0.00	SHANNON OPERATING A/C DIP - USD -1,274.19	03/16/26 1,331,299.98	03/16/26	[redacted] Citi initiated UPL-CDC XFER - Debit	[redacted] USD
[redacted]3500 FDWR 0.00	SHANNON OPERATING A/C DIP - USD -66,611.40	03/16/26 1,264,688.58	03/16/26	[redacted] FEDWIRES	[redacted] USD

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Account Statement by Principal and Income

ACCOUNTS Multiple Accounts Selected
PERIOD 02-MAR-2026 Thru 31-MAR-2026
SORT BY Posted Date

CREATED ON 01-APR-2026 15:02:35 (EST)

Account ID / Transaction Class / Income	Account Name / Security Type / Principal	Value Date / Security Code / Balance	Posted Date / Issue Name	Client Reference / Transaction Description	Custodian Reference / CCY Code
[redacted]3500 TRF 0.00	SHANNON OPERATING A/C DIP - USD -360.00	03/16/26 1,264,328.58	03/16/26	[redacted] Citi initiated UPL-CDC XFER - Debit	[redacted] USD
[redacted]3500 TRF 0.00	SHANNON OPERATING A/C DIP - USD -30,000.00	03/16/26 1,234,328.58	03/16/26	[redacted] Citi initiated UPL-CDC XFER - Debit	[redacted] USD
11433500 TRF 0.00	SHANNON OPERATING A/C DIP - USD -517.92	03/16/26 1,233,810.66	03/16/26	[redacted] Citi initiated UPL-CDC XFER - Debit	[redacted] USD
[redacted]3500 FDWR 0.00	SHANNON OPERATING A/C DIP - USD -46,149.89	03/16/26 1,187,660.77	03/16/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR 0.00	SHANNON OPERATING A/C DIP - USD -46,914.42	03/31/26 1,140,746.35	03/31/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR 0.00	SHANNON OPERATING A/C DIP - USD -5,819.78	03/31/26 1,134,926.57	03/31/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 MISC 0.00	SHANNON OPERATING A/C DIP - USD 59,000.00	03/31/26 1,193,926.57	03/31/26	[redacted] MISCELLANEOUS	[redacted] USD

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Account Statement by Principal and Income

ACCOUNTS Multiple Accounts Selected
PERIOD 02-MAR-2026 Thru 31-MAR-2026
SORT BY Posted Date

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Account ID / Transaction Class / Income	Account Name / Security Type / Principal	Value Date / Security Code / Balance	Posted Date / Issue Name	Client Reference / Transaction Description	Custodian Reference / CCY Code
[redacted]3500 FDWR 0.00	SHANNON OPERATING A/C DIP - USD -19,186.65	03/31/26 1,174,739.92	03/31/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 TRF 0.00	SHANNON OPERATING A/C DIP - USD -2,698.00	03/31/26 1,172,041.92	03/31/26	[redacted] Citi initiated UPL-CDC XFER - Debit	[redacted] USD
[redacted]3500 FDWR 0.00	SHANNON OPERATING A/C DIP - USD -5,056.61	03/31/26 1,166,985.31	03/31/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 0.00	SHANNON OPERATING A/C DIP - USD 0.00	1,166,985.31	03/31/26	Closing Balance as of 31 Mar 2026	
[redacted]3600 0.00	SHANNON DEBT SERVICE PYMT A/C DIP - USD 0.00	0.00	03/02/26	Opening Balance as of 02 Mar 2026	
[redacted]3600 0.00	SHANNON DEBT SERVICE PYMT A/C DIP - USD 0.00	0.00	03/31/26	Closing Balance as of 31 Mar 2026	

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Account Statement by Principal and Income

ACCOUNTS Multiple Accounts Selected
PERIOD 02-MAR-2026 Thru 31-MAR-2026
SORT BY Posted Date

CREATED ON 01-APR-2026 15:02:35 (EST)
PAGE 5 of 5

Account ID / Transaction Class / Income	Account Name / Security Type / Principal	Value Date / Security Code / Balance	Posted Date / Issue Name	Client Reference / Transaction Description	Custodian Reference / CCY Code	
[redacted]	SHANNON LOSS PROCEEDS A/C DIP - USD		03/02/26	Opening Balance as of 02 Mar 2026		
0.00	0.00	0.00				
[redacted]	SHANNON LOSS PROCEEDS A/C DIP - USD		03/31/26	Closing Balance as of 31 Mar 2026		
0.00	0.00	0.00				
[redacted]	SHANNON DEPOSIT - USD		03/02/26	Opening Balance as of 02 Mar 2026		
0.00	0.00	0.00				
[redacted]	SHANNON DEPOSIT - USD		03/31/26	Closing Balance as of 31 Mar 2026		
0.00	0.00	0.00				

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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF TEXAS

HOUSTON DIVISION

In Re. Shannon Wind, LLC

Debtor(s)

Case No. 26-90124

☐ Jointly Administered

Monthly Operating Report

Chapter 11

Reporting Period Ended: 04/30/2026

Petition Date: 01/25/2026

Months Pending: 3

Industry Classification: 2 2 1 1

Reporting Method: Accrual Basis ◉ Cash Basis ○

Debtor's Full-Time Employees (current): 0

Debtor's Full-Time Employees (as of date of order for relief): 0

Supporting Documentation (check all that are attached):

(For jointly administered debtors, any required schedules must be provided on a non-consolidated basis for each debtor)

- ☒ Statement of cash receipts and disbursements
- ☒ Balance sheet containing the summary and detail of the assets, liabilities and equity (net worth) or deficit
- ☒ Statement of operations (profit or loss statement)
- ☐ Accounts receivable aging
- ☐ Postpetition liabilities aging
- ☐ Statement of capital assets
- ☐ Schedule of payments to professionals
- ☐ Schedule of payments to insiders
- ☒ All bank statements and bank reconciliations for the reporting period
- ☐ Description of the assets sold or transferred and the terms of the sale or transfer

John Shepherd

Signature of Responsible Party

05/29/2026

Date

John Shepherd

Printed Name of Responsible Party

1920 McKinney Ave, Suite 950, Dallas, TX 75201

Address

EXHIBIT 13

STATEMENT: This Periodic Report is associated with an open bankruptcy case; therefore, Paperwork Red § 1320.4(a)(2) applies.

Debtor's Name Shannon Wind, LLC Case No. 26-90124

Part 1: Cash Receipts and Disbursements		Current Month	Cumulative
a.	Cash balance beginning of month	$4,818,196	
b.	Total receipts (net of transfers between accounts)	$657,381	$3,410,233
c.	Total disbursements (net of transfers between accounts)	$990,932	$1,450,884
d.	Cash balance end of month (a+b-c)	$4,484,645	
e.	Disbursements made by third party for the benefit of the estate	$0	$0
f.	Total disbursements for quarterly fee calculation (c+e)	$990,932	$1,450,884

Part 2: Asset and Liability Status (Not generally applicable to Individual Debtors. See Instructions.)		Current Month
a.	Accounts receivable (total net of allowance)	$1,910,272
b.	Accounts receivable over 90 days outstanding (net of allowance)	$104,221
c.	Inventory (Book ◉ Market ○ Other ○ (attach explanation))	$703,635
d	Total current assets	$8,741,653
e.	Total assets	$213,129,034
f.	Postpetition payables (excluding taxes)	$3,274,002
g.	Postpetition payables past due (excluding taxes)	$0
h.	Postpetition taxes payable	$269,075
i.	Postpetition taxes past due	$0
j.	Total postpetition debt (f+h)	$3,543,077
k.	Prepetition secured debt	$112,494,408
l.	Prepetition priority debt	$0
m.	Prepetition unsecured debt	$2,786,896
n.	Total liabilities (debt) (j+k+l+m)	$118,824,381
o.	Ending equity/net worth (e-n)	$94,304,653

Part 3: Assets Sold or Transferred		Current Month	Cumulative
a.	Total cash sales price for assets sold/transferred outside the ordinary course of business	$0	$0
b.	Total payments to third parties incident to assets being sold/transferred outside the ordinary course of business	$0	$0
c.	Net cash proceeds from assets sold/transferred outside the ordinary course of business (a-b)	$0	$0

Part 4: Income Statement (Statement of Operations) (Not generally applicable to Individual Debtors. See Instructions.)		Current Month	Cumulative
a.	Gross income/sales (net of returns and allowances)	$991,663	
b.	Cost of goods sold (inclusive of depreciation, if applicable)	$18,818	
c.	Gross profit (a-b)	$972,845	
d.	Selling expenses	$0	
e.	General and administrative expenses	$1,842,887	
f.	Other expenses	$13,249	
g.	Depreciation and/or amortization (not included in 4b)	$1,040,414	
h.	Interest	$502,509	
i.	Taxes (local, state, and federal)	$84,256	
j.	Reorganization items	$0	
k.	Profit (loss)	$-2,510,470	$-7,196,579

Debtor's Name Shannon Wind, LLC Case No. 26-90124

Part 5: Professional Fees and Expenses

				Approved Current Month	Approved Cumulative	Paid Current Month	Paid Cumulative
a.	Debtor's professional fees & expenses (bankruptcy) *Aggregate Total*			$708,264	$803,525	$708,264	$803,525
	Itemized Breakdown by Firm						
		Firm Name	Role				
	i	Accordion Partners, LLC	Financial Professional	$265,618	$265,618	$265,618	$265,618
	ii	Bradley Arant Bount Cumming	Lead Counsel	$386,855	$386,855	$386,855	$386,855
	iii	Kurtzman Carson Consultants,	Other	$55,791	$151,052	$55,791	$151,052
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Debtor's Name Shannon Wind, LLC Case No. 26-90124

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Debtor's Name Shannon Wind, LLC Case No. 26-90124

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				Approved Current Month	Approved Cumulative	Paid Current Month	Paid Cumulative
b.	Debtor's professional fees & expenses (nonbankruptcy) *Aggregate Total*						
	Itemized Breakdown by Firm						
		Firm Name	Role				
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Debtor's Name Shannon Wind, LLC Case No. 26-90124

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Debtor's Name Shannon Wind, LLC Case No. 26-90124

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Debtor's Name Shannon Wind, LLC Case No. 26-90124

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c.	All professional fees and expenses (debtor & committees)						

Part 6: Postpetition Taxes		Current Month	Cumulative
a.	Postpetition income taxes accrued (local, state, and federal)	$0	$0
b.	Postpetition income taxes paid (local, state, and federal)	$0	$0
c.	Postpetition employer payroll taxes accrued	$0	$0
d.	Postpetition employer payroll taxes paid	$0	$0
e.	Postpetition property taxes paid	$0	$0
f.	Postpetition other taxes accrued (local, state, and federal)	$84,256	$269,075
g.	Postpetition other taxes paid (local, state, and federal)	$0	$0

Part 7: Questionnaire - During this reporting period:

a.	Were any payments made on prepetition debt? (if yes, see Instructions)	Yes ○	No ◉
b.	Were any payments made outside the ordinary course of business without court approval? (if yes, see Instructions)	Yes ○	No ◉
c.	Were any payments made to or on behalf of insiders?	Yes ○	No ◉
d.	Are you current on postpetition tax return filings?	Yes ◉	No ○
e.	Are you current on postpetition estimated tax payments?	Yes ◉	No ○
f.	Were all trust fund taxes remitted on a current basis?	Yes ○	No ◉
g.	Was there any postpetition borrowing, other than trade credit? (if yes, see Instructions)	Yes ○	No ◉
h.	Were all payments made to or on behalf of professionals approved by the court?	Yes ◉	No ○ N/A ○
i.	Do you have: Worker's compensation insurance?	Yes ○	No ◉
	If yes, are your premiums current?	Yes ○	No ○ N/A ◉ (if no, see Instructions)
	Casualty/property insurance?	Yes ◉	No ○
	If yes, are your premiums current?	Yes ◉	No ○ N/A ○ (if no, see Instructions)
	General liability insurance?	Yes ◉	No ○
	If yes, are your premiums current?	Yes ◉	No ○ N/A ○ (if no, see Instructions)
j.	Has a plan of reorganization been filed with the court?	Yes ◉	No ○
k.	Has a disclosure statement been filed with the court?	Yes ◉	No ○
l.	Are you current with quarterly U.S. Trustee fees as set forth under 28 U.S.C. § 1930?	Yes ◉	No ○

Debtor's Name Shannon Wind, LLC Case No. 26-90124

Part 8: Individual Chapter 11 Debtors (Only)

a.	Gross income (receipts) from salary and wages	$0
b.	Gross income (receipts) from self-employment	$0
c.	Gross income from all other sources	$0
d.	Total income in the reporting period (a+b+c)	$0
e.	Payroll deductions	$0
f.	Self-employment related expenses	$0
g.	Living expenses	$0
h.	All other expenses	$0
i.	Total expenses in the reporting period (e+f+g+h)	$0
j.	Difference between total income and total expenses (d-i)	$0
k.	List the total amount of all postpetition debts that are past due	$0
l.	Are you required to pay any Domestic Support Obligations as defined by 11 U.S.C § 101(14A)?	Yes ○ No ◉
m.	If yes, have you made all Domestic Support Obligation payments?	Yes ○ No ○ N/A ◉

Privacy Act Statement

28 U.S.C. § 589b authorizes the collection of this information, and provision of this information is mandatory under 11 U.S.C. §§ 704, 1106, and 1107. The United States Trustee will use this information to calculate statutory fee assessments under 28 U.S.C. § 1930(a)(6). The United States Trustee will also use this information to evaluate a chapter 11 debtor's progress through the bankruptcy system, including the likelihood of a plan of reorganization being confirmed and whether the case is being prosecuted in good faith. This information may be disclosed to a bankruptcy trustee or examiner when the information is needed to perform the trustee's or examiner's duties or to the appropriate federal, state, local, regulatory, tribal, or foreign law enforcement agency when the information indicates a violation or potential violation of law. Other disclosures may be made for routine purposes. For a discussion of the types of routine disclosures that may be made, you may consult the Executive Office for United States Trustee's systems of records notice, UST-001, "Bankruptcy Case Files and Associated Records." *See* 71 Fed. Reg. 59,818 et seq. (Oct. 11, 2006). A copy of the notice may be obtained at the following link: http://www.justice.gov/ust/eo/rules_regulations/index.htm. Failure to provide this information could result in the dismissal or conversion of your bankruptcy case or other action by the United States Trustee. 11 U.S.C. § 1112(b)(4)(F).

I declare under penalty of perjury that the foregoing Monthly Operating Report and its supporting documentation are true and correct and that I have been authorized to sign this report on behalf of the estate.

John Shepherd

Signature of Responsible Party

John Shepherd

Printed Name of Responsible Party

Chief Restructuring Officer

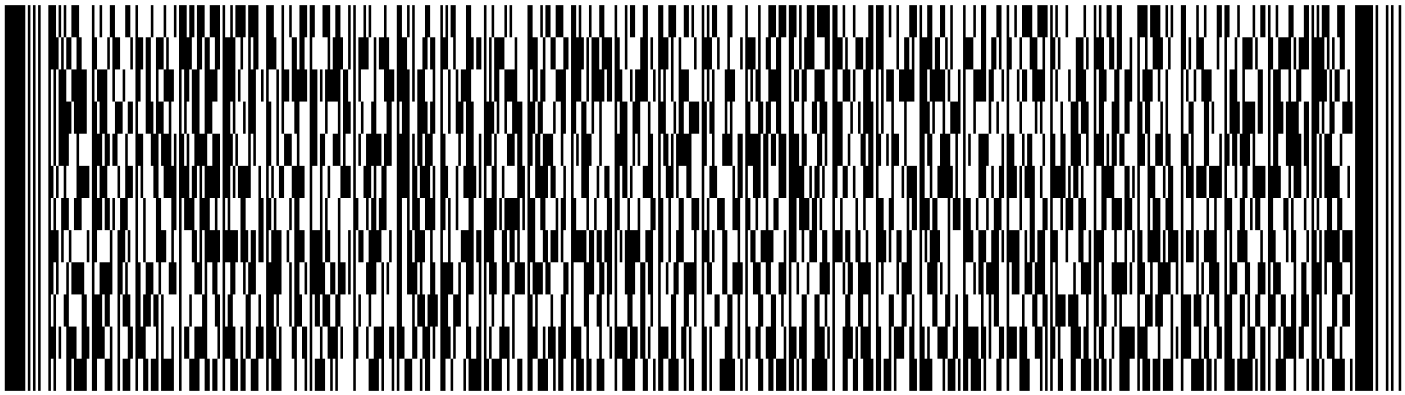
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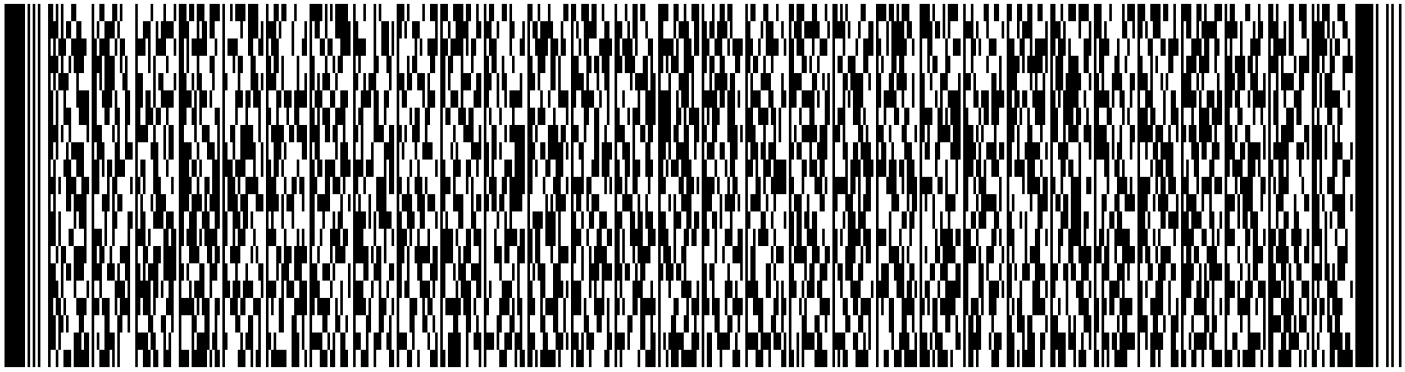
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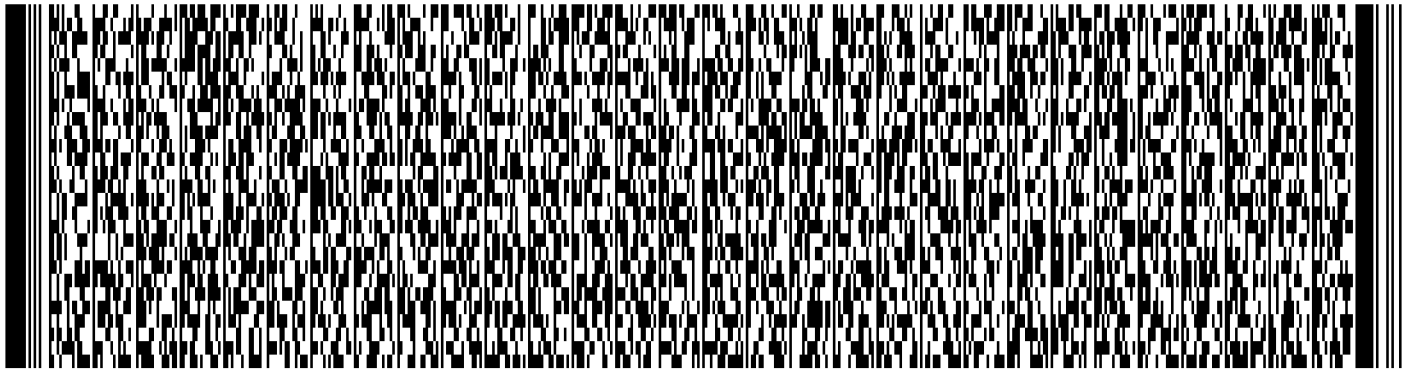
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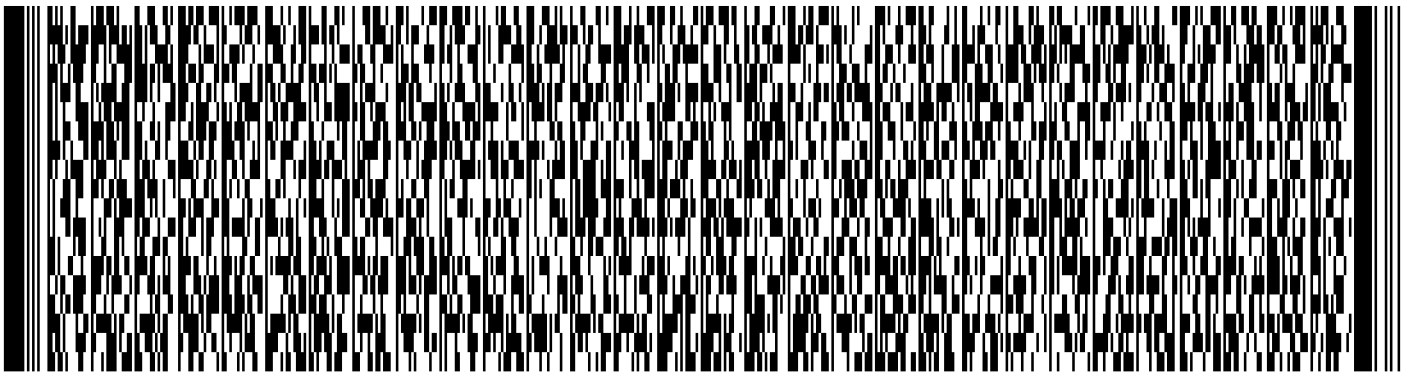
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Debtor's Name Shannon Wind, LLC Case No. 26-90124


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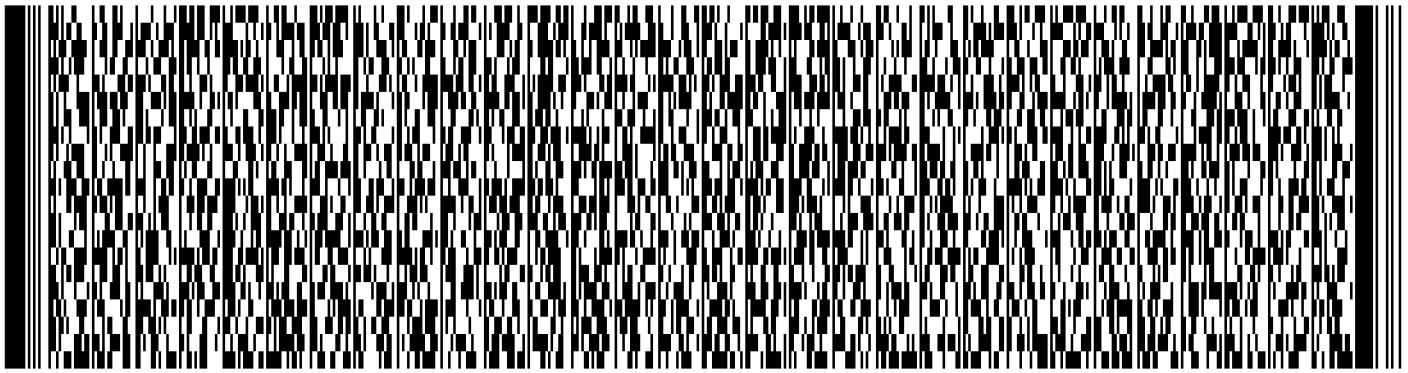

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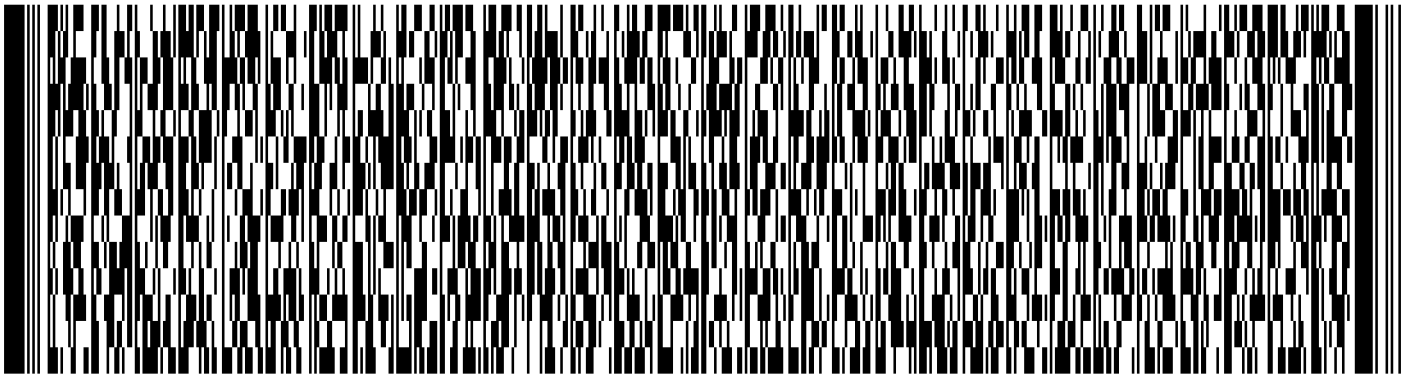

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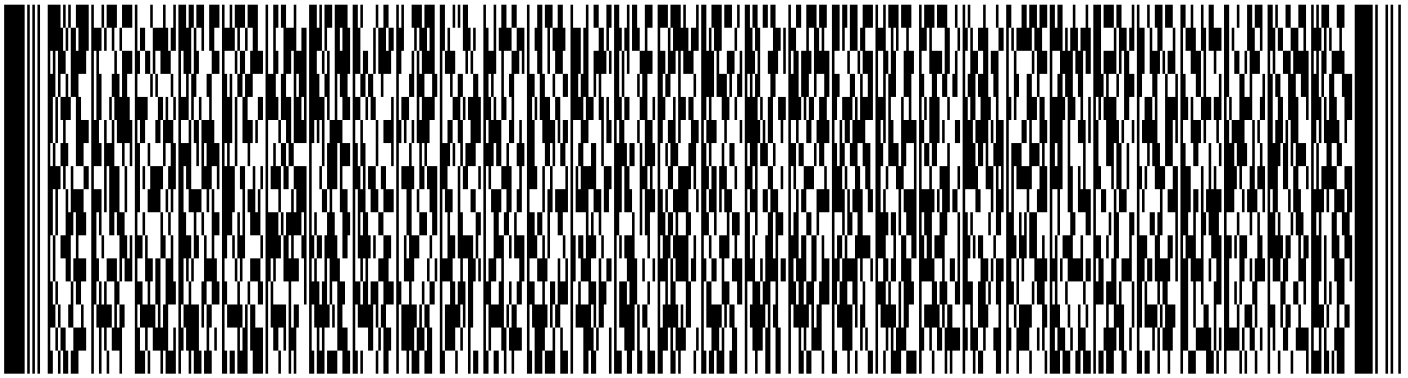

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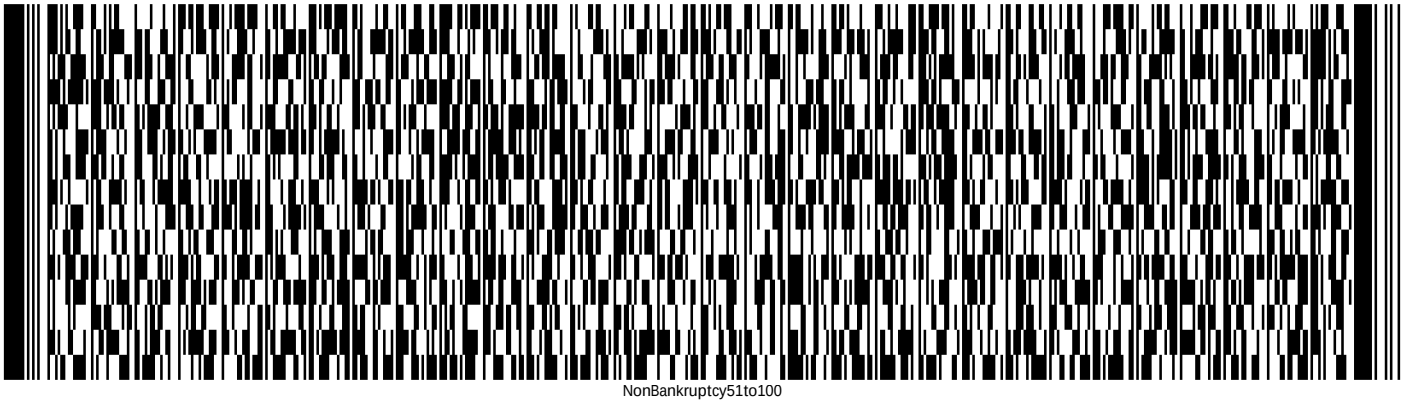
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Debtor's Name Shannon Wind, LLC Case No. 26-90124


Bankruptcy1to50

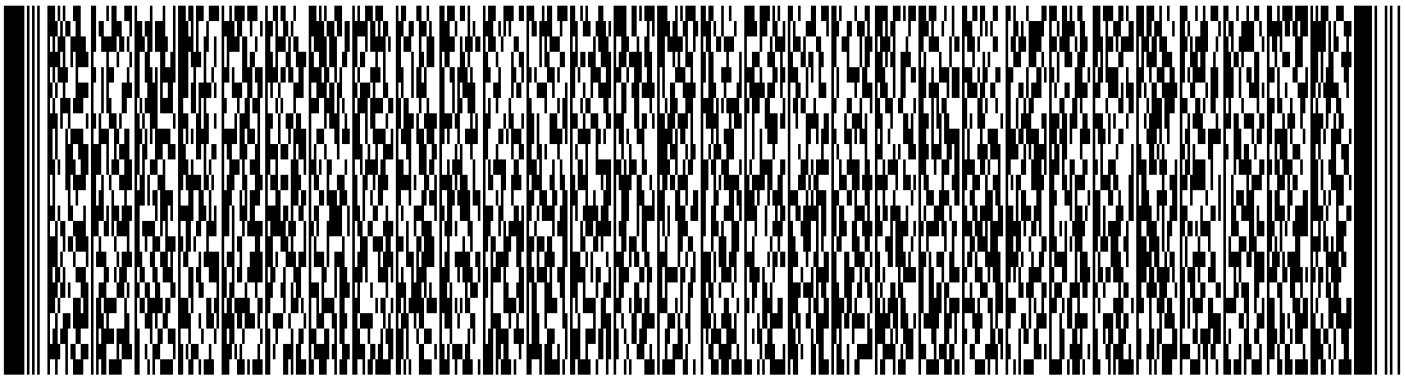

Bankruptcy51to100


NonBankruptcy1to50

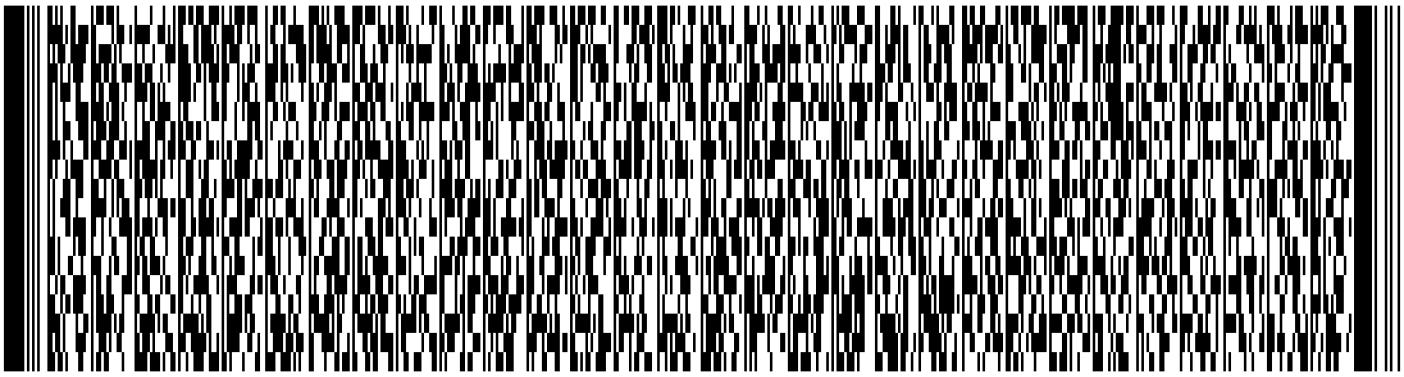

NonBankruptcy51to100

Docusign Envelope ID: 12EB9B3D-3D5C-87E5-8389-8D0E476B37EC

Debtor's Name Shannon Wind, LLC Case No. 26-90124



PageThree



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Shannon Wind, LLC
Attachment 1 - Schedule of Cash - Monthly
$ USD

Shannon Cash Flow Forecast	*Monthly*
Beginning Cash Balance	**$ 4,818,196**
[+] Merchant Cash Receipts (unrestricted)	657,381
[+] REC Cash Receipts	-
[-] Asset Management (CAMS)	(46,150)
[-] Operations & Maintenance (GE Vernova)	-
[-] Energy Management Agreement Fees (Tenaska)	-
[-] Land Payments	(108,553)
[-] Insurance	(66,611)
[-] Property Taxes	-
[-] Other Opex	(31,352)
NOCF	**404,715**
[-] CRO & Financial Advisor	(265,618)
[-] Debtor's Counsel	(386,855)
[-] Other Bankruptcy Costs	(55,791)
[-] Independent Director	(30,000)
[-] Sale Process Costs & Fees	-
[-] Repowering Project	-
Ending Cash Balance	**4,484,646**

SHANNON WIND, LLC
(Debtor-in-possession)
CONSOLIDATED BALANCE SHEET (UNAUDITED)
March 31, 2026
(In US Dollars)

ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$	4,484,646
Accounts receivable, net		2,014,492
Renewable energy credit inventory		114,901
Spare parts inventory		588,734
Prepaid assets		1,530,182
Security deposits		8,698
Total current assets		8,741,653
LONG-TERM ASSETS		
Property, plant and equipment, net		198,128,960
Intangible assets, net		6,258,421
Total long-term assets		204,387,381
TOTAL ASSETS	$	213,129,034
LIABILITIES AND MEMBERS' EQUITY		
LIABILITIES SUBJECT TO COMPROMISE		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities - LSTC	$	93,343,474
Current portion long-term debt - LSTC		5,000,000
Total current liabilities		98,343,474
LONG-TERM LIABILITIES		
Asset retirement obligation - LSTC		1,937,829
Tracking account payable - LSTC		15,000,000
Total long-term liabilities		16,937,829
Total liabilities subject to compromise		115,281,303
CURRENT LIABILITIES		
Accounts payable and accrued liabilities		3,500,766
Total current liabilities		3,500,766
LONG-TERM LIABILITIES		
Asset retirement obligation		42,312
Total long-term liabilities		42,312
Total liabilities		3,543,078
MEMBERS' EQUITY		
Members' capital		309,395,849
Accumulated deficit		(215,091,196)
Total members' equity		94,304,653
TOTAL LIABILITIES AND MEMBERS' EQUITY	$	213,129,034

SHANNON WIND, LLC
CONSOLIDATED STATEMENT OF OPERATIONS (UNAUDITED)

(In US Dollars)

	FOR MONTH ENDED March 31, 2026
REVENUES	
Merchant revenues	$ 991,663
Total revenues	991,663
OPERATING EXPENSES	
Operations and maintenance services	747,776
Landowner payments	57,430
Property taxes	84,256
Depreciation and amortization	1,040,414
Accretion of asset retirement obligation	13,249
General and administrative expense	1,056,499
Total operating expenses	2,999,624
NET LOSS FROM OPERATIONS	(2,007,961)
OTHER EXPENSE	
Interest Expense	(502,509)
Total other expense	(502,509)
NET LOSS	$ (2,510,470)

Wilmington Trust

Corporate Headquarters
1100 North Market Street
Wilmington, DE 19890-0001

Accounting Statement

[redacted] **SHANNON WIND PROJECT**
April 01, 2026 - April 30, 2026

Your Portfolio at a Glance

Opening Market Value w/Accrued Income	-
Net of Contributions & Withdrawals	-
Net Investment Change	-
Closing Market Value w/Accrued Income	**-**

Accounts Included

WTNA NOT IN ITS INDIVIDUAL CAPACITY BUT
SOLELY AS ACCOUNT BANK UNDER AGREEMENT DATED 06/29/2015
[redacted]

Your Relationship Team

STEVEN M BARONE **(302) 636-6973**
Vice President
sbarone@wilmingtontrust.com

WENDY MORFIN
2ND FLOOR
5 GREENWICH OFFICE PARK
GREENWICH, CT 06831-5128

Wilmington Trust

Accounting Statement

[redacted] - SHANNON WIND PROJECT

April 01, 2026 - April 30, 2026

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Please see Glossary for descriptions of key fields depicted in this statement.

Wilmington Trust

Relationship Summary

[redacted] - SHANNON WIND PROJECT

April 01, 2026 - April 30, 2026

Asset Allocation

Asset Class	Total Market Value	Allocation (%)

No holdings for this statement period

Accrued Income by Asset Class Summary

Asset Class	Market Value	Accrued Income	Market Value + Accrued Income	Estimated Annual Income	Estimated Yield (%)

No holdings for this statement period

Market Values may be generated using market quotations, closing price, mean bid or ask, or estimated market value obtained from quotation services. Mutual fund balances are incorporated into appropriate asset classifications. Derivative instruments are classified based upon the corresponding underlying security and does not represent a comprehensive risk assessment of your account.
Asset values will fluctuate. **Estimated Annual Income** is provided for comparison purposes only. Estimated Annual Income is based on historical data or other assumptions and is not a guarantee of future results. This report should not be used to prepare tax documents.
Yield for Cash & Equivalents is calculated based on Market Value of investments and does not include Uninvested Cash (Cash Balance) or Cash Payables and Receivables for pending trades.

Wilmington Trust

Relationship Summary *(continued)*

[redacted] - SHANNON WIND PROJECT
April 01, 2026 - April 30, 2026

Portfolio Valuations & Activity Summary

Category	Current Period	Year-to-Date
Opening Market Value	-	-
Accrued Income	-	-
Opening Market Value w/Accrued Income	-	-
Contributions		
Cash Receipts	657,381.32	4,151,158.11
Intra-Account Transfers	-	-
Other Receipts	-	-
Securities Transferred In	-	-
Tax Refunds	-	-
Total Contributions	**$657,381.32**	**$4,151,158.11**
Withdrawals		
Cash Disbursements	-	-
Intra-Account Transfers	-	-
Other Disbursements	-657,381.32	-4,151,158.11
Other Fees	-	-
Securities Transferred Out	-	-
Tax Payments	-	-
Taxes Withheld	-	-
Wilmington Trust Fees	-	-
Total Withdrawals	**-$657,381.32**	**-$4,151,158.11**
Net Contributions & Withdrawals	-	-
Closing Market Value	-	-
Accrued Income	-	-
Closing Market Value w/Accrued Income	-	-
Net Investment Change	-	-

Net Investment Change Detail

	Current Period	Year-to-Date
Net Investment Change	-	-
Income Earned		
Dividends	-	-
Net Interest	-	-
Other Income	-	-
Change in Accrual	-	-
Total Income Earned	-	-
Market Appreciation	-	-

Management and advisory fees charged through accounts not listed under the Market Value Summary will not be shown in this schedule. Transactions classified in Other (Receipts, Fees, and Disbursements) categories are identified in the Transaction Activity Detail.

Market Appreciation reflects your Closing Market Value w/Accrued Income, less the net of contributions, withdrawals, and income earned, less your Opening Market Value w/Accrued Income.

Wilmington Trust

Holdings Detail

[redacted] - SHANNON WIND PROJECT

April 01, 2026 - April 30, 2026

Holdings Detail

Security Name	Quantity	Market Price	Market Value	Cost	Unrealized Gain/Loss	Accrued Income	Estimated Annual Income	Effective Duration	Yield to Worst (%)	Market Value (%)

No investments held at this time

Wilmington Trust

Activity Detail

[redacted] SHANNON WIND PROJECT
April 01, 2026 - April 30, 2026

Transaction Activity Detail

Trade Date / Settlement Date	Transaction Type	Transaction Description	Quantity	Price	Cash Value
OPENING BALANCE					-
04/17/2026	Cash Receipts	CASH RECEIPT WIRE RECEIVED CASH RECEIPT WIRE FROM:TENASKA POWER SERVICES CO CONTROLL+	-	-	$657,381.32
04/24/2026	Other Disbursements	CASH DISBURSEMENT MISCELLANEOUS - WIRE PAID TO CA&T Account Administration [redacted] Snannon Revenue A/C 3/2026 Revenue CA&T Account Administration CITIBANK, N.A. [redacted]	-	-	-657,381.32
CLOSING BALANCE					-

Wilmington Trust

Disclosures

[redacted] - SHANNON WIND PROJECT
April 01, 2026 - April 30, 2026

Statement Disclosures

Statement Review; Limitations on Actions
Please carefully review your statements and retain them for your records as they may contain notices, disclosures and other important information in addition to the summary of the transactions in your account for the reporting period, including contributions, distributions, transfers, and purchases and sales of securities. Summary data is also provided for off-setting investment option transfers or other transfers made between accounts.

Please report promptly any material inaccuracy or discrepancy in this information to your Relationship Manager. If revised data becomes available to Wilmington Trust after these reports are generated, we may update our records accordingly; however, revised data typically will not result in the generation of a new report.

Fee Arrangements
Wilmington Trust and its affiliates may earn additional compensation from uninvested cash in the form of earnings, which Wilmington Trust expects will be generated at the prevailing federal funds rate. Such earnings may be generated between the time the moneys are received by Wilmington Trust and actually forwarded to implement investment instructions, or between the time a distribution is issued and presented.

Affiliated Advisers
"Wilmington Trust" is a registered service mark used in connection with various fiduciary and non-fiduciary services offered by certain subsidiaries of M&T Bank Corporation including Manufacturer's & Trader's Trust Company, Wilmington Trust company (operating in Delaware only), Wilmington Trust, N.A., Wilmington Funds Management Corporation, Wilmington Trust Investment Advisors, Inc., Wilmington Trust Asset Management, LLC and Wilmington Trust Investment Management, LLC. For additional information regarding the Wilmington Trust brand, underlying entities, and products and services offered, please visit our web site at www.wilmingtontrust.com. Please consult the applicable account governing agreement or instrument to ascertain the specific Wilmington Trust entity contracted to provide services to an account.

Where permitted, Wilmington Trust, its affiliates and its sub-advisors may execute portfolio transactions with brokerage firms that provide proprietary and/or third-party research products and services, as well as trade execution. The brokerage firms providing such services may be paid commisisons in excess of those another broker or dealer might charge for executing such transactions. We may execute such transactions resulting in receipt of brokerage and research services, notwithstanding that the particular account(s) involved may not be a beneficiary of such brokerage or research. Receipt of research services and products from brokers or dealers who execute client trades involves conflicts of interest for Wilmington Trust, its affiliates and its sub-advisors because they do not have to produce or pay for the research itself, and thus have an incentive to select or recommend a broker based on their interest in receiving such research.

Pricing and Valuation
Details of transaction charges and commissions are displayed on transaction confirmations, which have been mailed or made available separately to you. Wilmington Trust will also send you this information upon request. To the extent Wilmington Trust has custody of assets but no investment authority over your account, you have the right at any time to receive, at no additional cost to you, written confirmations of securities transactions that occur in your account. These confirmations will be mailed to you in the timeframe required by applicable regulations. Even if you previously waived your right to receive these confirmations, you may at any time ask to receive such confirmations going forward. Please contact your Relationship Manager if you wish to have written trade confirmations mailed to you.

The investment values and estimated income information reported herein reflect the securities in your account on a trade date basis as of the close of your statement period. Pricing may reflect market price quotations, closing price, mean bid / ask price, or estimated market values obtained from various third-party quotation services which we believe to be reliable and which were available when the report was prepared. If an investment did not have a readily determinable value, then reported values are based on the last valuation available to us at the time the report was generated. For assets not custodied at Wilmington Trust, prices and values are provided by the custodian, the issuer or their administrator, and Wilmington Trust is not responsible for this information, nor can Wilmington Trust guarantee its accuracy or timeliness. Valuation for Private Equity, Private Real Estate and Other asset classes reflect the most recent information available, but are typically illiquid and may have irregular reporting. Consult your Relationship Manager for details regarding valuations for your illiquid holdings.

Reported values may not equal market value or fair value and may include accruals. Asset values will fluctuate. This report should not be used to prepare tax documents or financial statements. Information for tax reporting purposes is set forth in the annual Wilmington Trust Tax Information Letter or other tax document provided by Wilmington Trust. Please contact your Relationship Team if you have any questions.

Basis and limitations on use for Cost, Gains, and Losses. This report is not a tax document and should not be relied upon to prepare tax documents or report tax information. This information is being provided for your review of transactions and balances in the account for the reporting period. For tax reporting, you should rely on the annual Wilmington Trust Tax Information Letter or other tax document provided by Wilmington Trust. Transactions requiring tax consideration should be reviewed with your own tax professional adviser. Unrealized Gain and Loss data is reliant upon accurate cost basis information and represents the current value of a security less the adjusted cost basis for that security. If the current value is greater than the adjusted cost basis, that position has an unrealized gain. Conversely, if value is less than the cost, the position carries an unrealized loss.

Wilmington Trust

Disclosures

[redacted] SHANNON WIND PROJECT
April 01, 2026 - April 30, 2026

Statement Disclosures *(continued)*

The cost basis of record for securities transferred into the account may have been provided to us by a delivering firm, a transfer agent, or another adviser on a best-efforts basis. Cost basis data provided through delivering firms is relied upon for this report but should be reviewed for accuracy by each client. Cost basis on fixed income securities is adjusted for amortization, accretion, or principal paydowns and the method of calculation is based upon the type of fixed income security and certain attributes, obtained from sources believed to be reliable. Where no cost basis is available for a security as of the last day of the reporting period, that security will reflect the cost basis as unknown.

Investments and Insurance Products: Are NOT Deposits • Are NOT FDIC-Insured • Are NOT Insured By Any Federal Government Agency • Have NO Bank Guarantee • May Go Down in Value

Wilmington Trust

Glossary

[redacted] - SHANNON WIND PROJECT
April 01, 2026 - April 30, 2026

Glossary

Accrued Dividend represents dividends declared by the issuer which have not yet been paid.

Accrued Income represents income payments accumulated with a security (i.e., "priced in" to the security value) since the last payment date but not yet received. Income accrues daily and is reset every time accruals are paid.

Cost represents the reported original value of an asset adjusted for corporate actions, including stock splits, dividends, and return of capital distributions. Tax cost basis on fixed income securities are adjusted for amortization, accretion or principal paydowns. The method of calculation is based upon the type of fixed income security and certain attributes, obtained from sources believed to be reliable. This information is used to estimate capital gains and losses; however, this is not a tax document. This information is being provided for your convenience and is for informational purposes only. For tax reporting, you should rely on your official tax documents. Transactions requiring tax consideration should be reviewed with your tax advisor.

Securities acquired before 2011 are generally not subject to the new cost basis reporting rules set forth by the Internal Revenue Service Code in the Emergency Economic Stabilization Act of 2008 and are, therefore, considered "noncovered" under the new cost basis reporting rules. All other securities in this section are securities which are "covered" under the new cost basis reporting rules. Securities which are "covered" under the new cost basis reporting rules are defined as securities which have been acquired on or after their applicable dates at which they are subject to the cost basis reporting rules and the adjusted basis will be reported to the IRS on form 1099-B for the applicable tax year in which the security is disposed.

Credit ratings are used to evaluate the likelihood of default by a bond issuer. Independent rating agencies, such as Moody's Investors Service, analyze the financial strength of each bond's issuer. Moody's ratings range from Aaa (highest quality) to C (lowest quality). Bonds rated Baa3 and better are considered "Investment Grade". Bonds rated Ba1 and below are "Speculative Grade" (also "High Yield"). The **Weighted Average Credit Rating** reflects a portfolio-weighted average of ratings on individual rated bonds – non-rated bonds are excluded – it does not represent a rating of the portfolio as a whole. The weighted average is intended only as an aggregate illustration of the portfolio holdings rather than as an indication of their respective risks, as certain risks –including the risk of default of individual issues– may be underrepresented by this measure.

Duration is a measure of a bond's sensitivity to changes in interest rates and is calculated as the average percentage change in a bond's value under parallel shifts of the yield curve. Thus a bond with duration of 4 would be expected to lose 1% in value (price) in the event of a 25 basis point (0.25%) increase in market rates, represented by the yield curve. Conversely, that bond would be expected to appreciate 1% in value with a 25 basis point decrease in market rates.

Estimated Annual Income is an indication of income return expected from security positions over the next 12 months assuming that the position quantities, interest /dividend rates, and prices remain constant. For U.S. government, corporate, and municipal bonds it is calculated by multiplying the coupon rate by the face value of the security. For common stocks, ADRs, REITs and mutual funds it is calculated using an indicated (projected) annual dividend. They are provided for illustrative purposes only, are not a forecast or guarantee of future results, and they should not be relied on for making investment, trading, or tax decisions.

Estimated Yield compares the anticipated earnings on investments (Estimated Annual Income) to the current price of the investments. Changes in the price of a security over time or in the amount of the investment held in your account will cause the estimated yield to vary. The actual yield may be higher or lower than the estimated amounts.

Net Interest represents the receipt of interest earned less the purchase of accrued interest on securities.

Taxable versus **Tax-exempt** status is determined at the security level, and not at the account type level. Thus accounts that carry a tax exemption, such as IRAs or various charitable trusts, often have holdings that are categorized as Taxable for this report. Conversely, securities classified as Tax-exempt for this report are held in taxable account types. Securities may be deemed Tax-exempt based on a tax-advantaged treatment, typically for interest payments on municipal bonds, which may not be available equally to all investors. Additionally, alternative tax treatments may mitigate or offset tax advantages reflected in this report. This report is not a tax document and should not be used for tax preparation.

Term (Long or Short) reflects the holding period of the security. Long term indicates a holding period one year or greater, while Short indicates a holding period less than one year.

Trade Date accounting is used throughout this report, unless otherwise identified, and records the purchase or sale of an asset as of the date on which an agreement to purchase/sell was entered, or a market trade executed, rather than on the settlement date (the actual delivery of the asset in exchange for payment). Thus, trades executed but pending settlement are treated as already present in the account in reliance upon successful settlement. Trade date treatment serves as a better

Wilmington Trust

Glossary

[redacted] SHANNON WIND PROJECT
April 01, 2026 - April 30, 2026

Glossary *(continued)*

reflection of actual decisions to buy/sell than settlement date, which can occur days later.

Unit Cost is the reported cost per share of an equity position, or cost per bond for debt securities. It reflects the price paid, adjusted for corporate actions such as stock splits and return of capital distributions. It is used to estimate capital gains and losses; however, you should rely only on your official tax documents for tax reporting purposes. All cost basis information is derived from transactions in the account or information supplied by you or other sources and is provided for your convenience and is for informational purposes only. There is no guarantee as to the accuracy of third-party cost basis information and it is not intended for tax reporting purposes. Please inform us in the event that a cost basis is not accurate.

Unrealized Gain/Loss is the difference between the current value of a security and the adjusted cost basis of that security. If the current value is greater than the original cost, that position has an unrealized gain. Conversely, if the current value is less than the original cost, that position has an unrealized loss.

Yield to Worst assumes the "worst case" yield to investors within the terms of the issue's provisions, such as use of prepayment, call, or sinking fund options that may be available to the issuer on some bonds.

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Account Statement

ACCOUNTS Multiple Accounts Selected
PERIOD 01-APR-2026 Thru 30-APR-2026
SORT BY Posted Date

CREATED ON 01-MAY-2026 11:08:33 (EST)
PAGE 1 of 9

Account ID / Transaction Class / Cash Debit	Account Name / Security Type / Cash Credit	Posted Date / Security Code / Ledger Balance	Value Date / Company Name	Client Reference / Transaction Description	Custodian Reference / CCY Code
[redacted]3300 0.00	SHANNON CONSTRUCTION AC DIP - USD 0.00	04/01/26 0.00		Opening Balance as of 01 Apr 2026	USD
[redacted]3300 0.00	SHANNON CONSTRUCTION AC DIP - USD 0.00	04/30/26 0.00		Closing Balance as of 30 Apr 2026	USD
[redacted]3400 0.00	SHANNON REVENUE A/C DIP - USD 0.00	04/01/26 3,651,210.82		Opening Balance as of 01 Apr 2026	USD
[redacted]3400 MSCWR 0.00	SHANNON REVENUE A/C DIP - USD 657,381.32	04/24/26 4,308,592.14	04/24/26	[redacted] MISCELLANEOUS WIRE	[redacted] USD
[redacted]3400 MISC -1,700,000.00	SHANNON REVENUE A/C DIP - USD 0.00	04/30/26 2,608,592.14	04/30/26	[redacted] MISCELLANEOUS	[redacted] USD
[redacted]3400 0.00	SHANNON REVENUE A/C DIP - USD 0.00	04/30/26 2,608,592.14		Closing Balance as of 30 Apr 2026	USD

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Account Statement

ACCOUNTS Multiple Accounts Selected
PERIOD 01-APR-2026 Thru 30-APR-2026
SORT BY Posted Date

CREATED ON 01-MAY-2026 11:08:33 (EST)

Account ID / Transaction Class / Cash Debit	Account Name / Security Type / Cash Credit	Posted Date / Security Code / Ledger Balance	Value Date / Company Name	Client Reference / Transaction Description	Custodian Reference / CCY Code
[redacted]3500 0.00	SHANNON OPERATING A/C DIP - USD 0.00	04/01/26 1,166,985.31		Opening Balance as of 01 Apr 2026	USD
[redacted]3500 FDWR -41,365.04	SHANNON OPERATING A/C DIP - USD 0.00	04/01/26 1,125,620.27	04/01/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 MSCWR 0.00	SHANNON OPERATING A/C DIP - USD 30,505.00	04/10/26 1,156,125.27	04/10/26	[redacted] MISCELLANEOUS WIRE	[redacted] USD
[redacted]3500 TRF -517.18	SHANNON OPERATING A/C DIP - USD 0.00	04/15/26 1,155,608.09	04/15/26	[redacted] Citi initiated UPL-CDC XFER - Debit	[redacted] USD
[redacted]3500 FDWR -639.53	SHANNON OPERATING A/C DIP - USD 0.00	04/15/26 1,154,968.56	04/15/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 TRF -900.00	SHANNON OPERATING A/C DIP - USD 0.00	04/15/26 1,154,068.56	04/15/26	[redacted] Citi initiated UPL-CDC XFER - Debit	[redacted] USD

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Account Statement

ACCOUNTS Multiple Accounts Selected
PERIOD 01-APR-2026 Thru 30-APR-2026
SORT BY Posted Date

CREATED ON 01-MAY-2026 11:08:33 (EST)

Account ID / Transaction Class / Cash Debit	Account Name / Security Type / Cash Credit	Posted Date / Security Code / Ledger Balance	Value Date / Company Name	Client Reference / Transaction Description	Custodian Reference / CCY Code
[redacted]3500 TRF -1,036.31	SHANNON OPERATING A/C DIP - USD 0.00	04/15/26 1,153,032.25	04/15/26	[redacted] Citi initiated UPL-CDC XFER - Debit	[redacted] USD
[redacted]3500 TRF -1,274.19	SHANNON OPERATING A/C DIP - USD 0.00	04/15/26 1,151,758.06	04/15/26	[redacted] Citi initiated UPL-CDC XFER - Debit	[redacted] USD
[redacted]3500 FDWR -15,000.00	SHANNON OPERATING A/C DIP - USD 0.00	04/15/26 1,136,758.06	04/15/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -46,149.89	SHANNON OPERATING A/C DIP - USD 0.00	04/15/26 1,090,608.17	04/15/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -66,611.40	SHANNON OPERATING A/C DIP - USD 0.00	04/15/26 1,023,996.77	04/15/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 TRF -2.49	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,023,994.28	04/30/26	[redacted] Citi initiated UPL-CDC XFER - Debit	[redacted] USD

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Account Statement

ACCOUNTS Multiple Accounts Selected
PERIOD 01-APR-2026 Thru 30-APR-2026
SORT BY Posted Date

CREATED ON 01-MAY-2026 11:08:33 (EST)

Account ID / Transaction Class / Cash Debit	Account Name / Security Type / Cash Credit	Posted Date / Security Code / Ledger Balance	Value Date / Company Name	Client Reference / Transaction Description	Custodian Reference / CCY Code
[redacted]3500 FDWR -723.58	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,023,270.70	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -723.58	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,022,547.12	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -723.60	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,021,823.52	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -964.79	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,020,858.73	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -964.80	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,019,893.93	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -964.80	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,018,929.13	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -1,447.24	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,017,481.89	04/30/26	[redacted] FEDWIRES	[redacted] USD

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Account Statement

ACCOUNTS Multiple Accounts Selected
PERIOD 01-APR-2026 Thru 30-APR-2026
SORT BY Posted Date

CREATED ON 01-MAY-2026 11:08:33 (EST)

Account ID / Transaction Class / Cash Debit	Account Name / Security Type / Cash Credit	Posted Date / Security Code / Ledger Balance	Value Date / Company Name	Client Reference / Transaction Description	Custodian Reference / CCY Code
[redacted]3500 FDWR -1,447.24	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,016,034.65	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -2,170.79	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,013,863.86	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -2,170.82	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,011,693.04	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -2,598.45	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,009,094.59	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -2,894.39	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,006,200.20	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -3,618.06	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,002,582.14	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -3,618.06	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 998,964.08	04/30/26	[redacted] FEDWIRES	[redacted] USD

citi

Account Statement

ACCOUNTS Multiple Accounts Selected
PERIOD 01-APR-2026 Thru 30-APR-2026
SORT BY Posted Date

CREATED ON 01-MAY-2026 11:08:33 (EST)

Account ID / Transaction Class / Cash Debit	Account Name / Security Type / Cash Credit	Posted Date / Security Code / Ledger Balance	Value Date / Company Name	Client Reference / Transaction Description	Custodian Reference / CCY Code
[redacted]3500 FDWR -3,961.42	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 995,002.66	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -4,591.00	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 990,411.66	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -5,065.31	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 985,346.35	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -5,788.88	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 979,557.47	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -8,932.67	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 970,624.80	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -9,767.67	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 960,857.13	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -12,942.65	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 947,914.48	04/30/26	[redacted] FEDWIRES	[redacted] USD

citi

Account Statement

ACCOUNTS Multiple Accounts Selected
PERIOD 01-APR-2026 Thru 30-APR-2026
SORT BY Posted Date

CREATED ON 01-MAY-2026 11:08:33 (EST)

Account ID / Transaction Class / Cash Debit	Account Name / Security Type / Cash Credit	Posted Date / Security Code / Ledger Balance	Value Date / Company Name	Client Reference / Transaction Description	Custodian Reference / CCY Code
[redacted]3500 FDWR -12,942.65	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 934,971.83	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -15,000.00	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 919,971.83	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -35,652.98	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 884,318.85	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -55,791.49	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 828,527.36	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -265,618.44	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 562,908.92	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 FDWR -386,855.23	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 176,053.69	04/30/26	[redacted] FEDWIRES	[redacted] USD
[redacted]3500 MISC 0.00	SHANNON OPERATING A/C DIP - USD 1,700,000.00	04/30/26 1,876,053.69	04/30/26	[redacted] MISCELLANEOUS	[redacted] USD

citi

Account Statement

ACCOUNTS Multiple Accounts Selected
PERIOD 01-APR-2026 Thru 30-APR-2026
SORT BY Posted Date

CREATED ON 01-MAY-2026 11:08:33 (EST)

Account ID / Transaction Class / Cash Debit	Account Name / Security Type / Cash Credit	Posted Date / Security Code / Ledger Balance	Value Date / Company Name	Client Reference / Transaction Description	Custodian Reference / CCY Code
[redacted]3500 0.00	SHANNON OPERATING A/C DIP - USD 0.00	04/30/26 1,876,053.69		Closing Balance as of 30 Apr 2026	USD
[redacted]3600 0.00	SHANNON DEBT SERVICE PYMT A/C DIP - USD 0.00	04/01/26 0.00		Opening Balance as of 01 Apr 2026	USD
[redacted]3600 0.00	SHANNON DEBT SERVICE PYMT A/C DIP - USD 0.00	04/30/26 0.00		Closing Balance as of 30 Apr 2026	USD
[redacted]3700 0.00	SHANNON LOSS PROCEEDS A/C DIP - USD 0.00	04/01/26 0.00		Opening Balance as of 01 Apr 2026	USD
[redacted]3700 0.00	SHANNON LOSS PROCEEDS A/C DIP - USD 0.00	04/30/26 0.00		Closing Balance as of 30 Apr 2026	USD
[redacted]6900 0.00	SHANNON DEPOSIT - USD 0.00	04/01/26 0.00		Opening Balance as of 01 Apr 2026	USD

citi

Account Statement

ACCOUNTS Multiple Accounts Selected
PERIOD 01-APR-2026 Thru 30-APR-2026
SORT BY Posted Date

CREATED ON 01-MAY-2026 11:08:33 (EST)
PAGE 9 of 9

Account ID	Account Name	Posted Date	Value Date	Client Reference	Custodian Reference	
Transaction Class	Security Type	Security Code	Company Name	Transaction Description	CCY Code	
Cash Debit	Cash Credit	Ledger Balance				
[redacted]6900	SHANNON DEPOSIT - USD	04/30/26				
				Closing Balance as of 30 Apr 2026	USD	
0.00	0.00	0.00				

Execution Version

CONTRACT
FOR THE SALE OF POWER GENERATION EQUIPMENT AND RELATED SERVICES

between

GENERAL ELECTRIC COMPANY

and

SHANNON WIND, LLC

EXHIBIT
14

EXECUTION VERSION

Full Service Agreement

BETWEEN

Shannon Wind, LLC

and

General Electric International, Inc.

EXHIBIT

15

GE VERNOVA

GE Vernova International LLC

INVOICE

Supplier's Address
1 RIVER ROAD
SCHENECTADY, NY 12345
UNITED STATES

Invoice No. 1020014026	**Invoice Date** 09-APR-26
Purchase Order SHA-CLY-FSA-US-01	**Invoice Due Date** 08-JUN-26
GE Reference SHA-CLY-FSA-US-01	

Bill To

SHANNON WIND, LLC
591 W PUTNAM AVE
GREENWICH,CT 06830-6005
UNITED STATES

Customer Account Number 6599

Mail Invoice To

SHANNON WIND, LLC
591 W PUTNAM AVE
GREENWICH, CT 06830-6005
UNITED STATES

Ship To

SHANNON WIND, LLC
4130 COBB ROAD
WINDTHORST, TX 76389-3511
UNITED STATES

Payment Instructions

By Mail
P.O. Box 533017
Atlanta, GA 30353-3017
UNITED STATES

By Wire
Citibank, N.A.
Account No# 31250117
BIC (SWIFT-Code): CITIUS33
Routing No# : 021000089

If Wire/EFT,Please email remittance advice to Remit.Renewable.Energy@gevernova.com

Please refer to invoice number when making payment

Currency USD

#	Product/Service Provider	QTY	UOM	Unit Price	Net Amount	Tax %	Tax Amount	Total Amount
1	Year 11 /Q3 From 7/1/26 to 9/30/26 Shannon Wind Quarterly Installment	1.00	EACH	1,853,906.87	1,853,906.87		0.00	1,853,906.87
2	CPI Year 11 /Q3 From 7/1/26 to 9/30/26 Shannon Wind Quarterly Installment	1.00	EACH	34,502.53	34,502.53		0.00	34,502.53
				Grand Total	1,888,409.40		0.00	1,888,409.40

For any questions, please call our Accounts Receivable department at 1 (972) 573-3887 or email WindServices.AcctsReceivable@gevernova.com

EXHIBIT
16

GE VERNOVA

GE Vernova International LLC
Chad Kelly
Contract Performance Manager
Chad.Kelly@gevernova.com

October 6, 2025

John Shepherd
Chief Restructuring Officer
Shannon Wind Holdings, LLC
c/o Accordion Partners
1920 McKinney Ave, Suite 950
Dallas, TX, 75201

Reference:

1. Full Service Agreement between GE Vernova International LLC (f/k/a General Electric International, Inc) ("GEVI" or "Seller") and Shannon Wind, LLC ("Buyer") dated October 1, 2019 (the "Agreement").

Capitalized terms used but not defined herein shall have the meanings given in the Agreement.

Subject: Notice of Past Due Invoices and Intent to Terminate for Default and/or Insolvency

Dear Mr. Shepherd,

Pursuant to the terms of the Agreement and in accordance with the provisions governing termination in the event of default and/or insolvency, this notice serves to inform you of the following:

- It has come to GEVI's attention that the Buyer, as defined under the Agreement, is experiencing a financial restructuring resulting from the Buyer's failure to perform its contractual obligations and non-payment of amounts due to its collateral agent.
- The Buyer owes the Seller $2,556,835.96 in outstanding payments from multiple overdue invoices, as presented in the below table:

Invoice Number	Due Date	Outstanding Amount
1020012901	9/8/2025	$1,888,409.40
1020012405	6/9/2025	$568,241.83
1020012378	4/30/2025	$100,184.73
Total		**$2,556,835.96**

GEVI demands that the Buyer promptly issue payment for these overdue amounts. Failure to make a required payment is a material breach if not cured within thirty (30) days. Accordingly, GEVI hereby provides notice that it intends to exercise its right to terminate the Agreement if this material breach is not cured and payment is not received in full. All further performance of the work shall cease as of the effective date of termination, except as may be required to comply with the termination provisions of the Agreement (Article 5). Any outstanding obligations, payments, or indemnities due prior to the effective date of termination shall be settled promptly.

EXHIBIT
17

Should you require clarification please do not hesitate to contact me.

GEVI reserves all rights available under the Agreement, at law, in equity, or otherwise.

Sincerely,

Chad Kelley
Contract Performance Manager

GE Vernova International LLC

INVOICE

Supplier's Address
1 RIVER ROAD
SCHENECTADY, NY 12345
UNITED STATES

Invoice No. 1020012901	**Invoice Date** 09-AUG-25
Purchase Order SHA-CLY-FSA-US-01	**Invoice Due Date** 08-SEP-25
GE Reference SHA-CLY-FSA-US-01	

Bill To

SHANNON WIND, LLC
591 W PUTNAM AVE
GREENWICH,CT 06830-6005
UNITED STATES

Customer Account Number 6599

Mail Invoice To

SHANNON WIND, LLC
591 W PUTNAM AVE
GREENWICH, CT 06830-6005
UNITED STATES

Ship To

SHANNON WIND, LLC
4130 COBB ROAD
WINDTHORST, TX 76389-3511
UNITED STATES

Payment Instructions

By Mail
P.O. Box 533017
Atlanta, GA 30353-3017
UNITED STATES

By Wire
Citibank, N.A.
Account No# 31250117
BIC (SWIFT-Code): CITIUS33
Routing No# : 021000089

If Wire/EFT,Please email remittance advice to Remit.Renewable.Energy@ge.com

Please refer to invoice number when making payment

Currency USD

#	Product/Service Provider	QTY	UOM	Unit Price	Net Amount	Tax %	Tax Amount	Total Amount
1	Year 10 /Q4 From 10/1/25 to 12/31/25 Shannon Wind Quarterly Installment	1.00	EACH	1,853,906.87	1,853,906.87		0.00	1,853,906.87
2	CPI -Year 10 /Q4 From 10/1/25 to 12/31/25 Shannon Wind Quarterly Installment	1.00	EACH	34,502.53	34,502.53		0.00	34,502.53
				Grand Total	1,888,409.40		0.00	1,888,409.40

For any questions, please call our Accounts Receivable department at 1 (972) 573-3887 or email WindServices.AcctsReceivable@ge.com

EXHIBIT
18

GE Vernova International LLC

INVOICE

Supplier's Address
1 RIVER ROAD
SCHENECTADY, NY 12345
UNITED STATES

Invoice No. 1020012405	**Invoice Date** 10-APR-25
Purchase Order SHA-CLY-FSA-US-01	**Invoice Due Date** 09-JUN-25
GE Reference SHA-CLY-FSA-US-01	

Bill To

SHANNON WIND, LLC
591 W PUTNAM AVE
GREENWICH,CT 06830-6005
UNITED STATES

Customer Account Number 6599

Mail Invoice To

SHANNON WIND, LLC
591 W PUTNAM AVE
GREENWICH, CT 06830-6005
UNITED STATES

Ship To

SHANNON WIND, LLC
4130 COBB ROAD
WINDTHORST, TX 76389-3511
UNITED STATES

Payment Instructions

By Mail
P.O. Box 533017
Atlanta, GA 30353-3017
UNITED STATES

By Wire
Citibank, N.A.
Account No# 31250117
BIC (SWIFT-Code): CITIUS33
Routing No# : 021000089

If Wire/EFT,Please email remittance advice to Remit.Renewable.Energy@ge.com

Please refer to invoice number when making payment

Currency USD

#	Product/Service Provider	QTY	UOM	Unit Price	Net Amount	Tax %	Tax Amount	Total Amount
1	Payment Date Jun2,25-Year 10 /Q3 From 7/1/25 to 9/30/25 Shannon Wind Quarterly Installment	1.00	EACH	1,507,649.94	1,507,649.94		0.00	1,507,649.94
2	CPI Year 10 /Q3 From 7/1/25 to 9/30/25	1.00	EACH	94,712.81	94,712.81		0.00	94,712.81
				Grand Total	1,602,362.75		0.00	1,602,362.75

For any questions, please call our Accounts Receivable department at 1 (972) 573-3887 or email WindServices.AcctsReceivable@ge.com

EXHIBIT
19

GE Vernova International LLC

INVOICE

Supplier's Address
1 RIVER ROAD
SCHENECTADY, NY 12345
UNITED STATES

Invoice No. 1020012378	**Invoice Date** 31-MAR-25
Purchase Order SHAN-6989-CM&U-01	**Invoice Due Date** 30-APR-25
GE Reference 1076989-US-01	

Bill To

SHANNON WIND, LLC
591 W PUTNAM AVE
GREENWICH,CT 06830-6005
UNITED STATES

Customer Account Number 6599

Mail Invoice To

SHANNON WIND, LLC
591 W PUTNAM AVE
GREENWICH, CT 06830-6005
UNITED STATES

Ship To

SHANNON WIND, LLC
4130 COBB ROAD
WINDTHORST, TX 76389-3511
UNITED STATES

Payment Instructions

By Mail
P.O. Box 533017
Atlanta, GA 30353-3017
UNITED STATES

By Wire
Citibank, N.A.
Account No# 31250117
BIC (SWIFT-Code): CITIUS33
Routing No# : 021000089

If Wire/EFT,Please email remittance advice to Remit.Renewable.Energy@ge.com

Please refer to invoice number when making payment

Currency USD

#	Product/Service Provider	QTY	UOM	Unit Price	Net Amount	Tax %	Tax Amount	Total Amount
1	Shannon Clay PowerUp Validation Payment - July 2023 to July 2024	1.00	EACH	100,184.73	100,184.73		0.00	100,184.73
				Grand Total	100,184.73		0.00	100,184.73

For any questions, please call our Accounts Receivable department at 1 (972) 573-3887 or email WindServices.AcctsReceivable@ge.com

EXHIBIT
20

Subject: FW: Shannon Wind, LLC Bankruptcy Case -- GE Vernova

From: Fitzgerald, Rob E. <RFitzgerald@gibsondunn.com>
Sent: Wednesday, May 27, 2026 8:21:40 PM
To: Mathews, Susan <smathews@bakerdonelson.com>; Alpert, Mackenzie <MAlpert@gibsondunn.com>
Cc: Pinkusiewicz, Tomer <TPinkusiewicz@gibsondunn.com>; Sperling, Sarah <SSperling@gibsondunn.com>; Goldstein, Jason Zachary <JGoldstein@gibsondunn.com>
Subject: RE: Shannon Wind, LLC Bankruptcy Case -- GE Vernova

Susan,

Can you send us a list of questions you have about the org chart? Thanks.

Rob

Rob E. Fitzgerald
Of Counsel

T: +1 212.351.2332 | M: 312-458-5347
RFitzgerald@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
200 Park Avenue, New York, NY 10166-0193

From: Mathews, Susan <smathews@bakerdonelson.com>
Sent: Wednesday, May 27, 2026 11:00 AM
To: Fitzgerald, Rob E. <RFitzgerald@gibsondunn.com>; Alpert, Mackenzie <MAlpert@gibsondunn.com>
Cc: Pinkusiewicz, Tomer <TPinkusiewicz@gibsondunn.com>; Sperling, Sarah <SSperling@gibsondunn.com>; Goldstein, Jason Zachary <JGoldstein@gibsondunn.com>
Subject: RE: Shannon Wind, LLC Bankruptcy Case -- GE Vernova

Rob: Are you or another member of your team available for a call this afternoon to discuss your org chart? I'm free from 2:00 to 5:00 p.m. CDT. Please let me know. Thanks.

Regards,

Susan C. Mathews
Of Counsel
Baker Donelson
1301 McKinney Street
Suite 3700
Houston, Texas 77010

Office: 713-286-7165

smathews@bakerdonelson.com

EXHIBIT
21

Baker Donelson represents clients across the U.S. and worldwide from offices in Alabama, Florida, Georgia, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Texas, Virginia and Washington D.C.

From: Fitzgerald, Rob E. <RFitzgerald@gibsondunn.com>
Sent: Thursday, May 21, 2026 11:08 PM
To: Mathews, Susan <smathews@bakerdonelson.com>; Alpert, Mackenzie <MAlpert@gibsondunn.com>; Bailey, James <jbailey@bradley.com>
Cc: Pinkusiewicz, Tomer <TPinkusiewicz@gibsondunn.com>; Sperling, Sarah <SSperling@gibsondunn.com>; Sheinbein, David <dsheinbein@bradley.com>; Goldstein, Jason Zachary <JGoldstein@gibsondunn.com>
Subject: RE: Shannon Wind, LLC Bankruptcy Case -- GE Vernova

Susan,

Subject in all respect to the NDA, please see below a simplified org chart. We're working on the financials.



Rob E. Fitzgerald
Of Counsel

T: +1 212.351.2332 | M: 312-458-5347
RFitzgerald@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
200 Park Avenue, New York, NY 10166-0193

From: Mathews, Susan <smathews@bakerdonelson.com>
Sent: Thursday, May 21, 2026 8:28 AM
To: Fitzgerald, Rob E. <RFitzgerald@gibsondunn.com>; Alpert, Mackenzie <MAlpert@gibsondunn.com>; Bailey, James <jbailey@bradley.com>
Cc: Pinkusiewicz, Tomer <TPinkusiewicz@gibsondunn.com>; Sperling, Sarah <SSperling@gibsondunn.com>; Sheinbein, David <dsheinbein@bradley.com>; Goldstein, Jason Zachary <JGoldstein@gibsondunn.com>
Subject: RE: Shannon Wind, LLC Bankruptcy Case -- GE Vernova

Rob: The financial statements you provided are as of 9/25. Can you provide us with more recent financial statements? Also, we need for your team to provide an org chart or other documentation as to 1370 Clean Energy LLC's relationship with the following entities: [redacted] Please let me know if you have any questions. Otherwise, we would appreciate it if you forward these documents as soon as possible. Thank you.

Regards,

Susan C. Mathews
Of Counsel
Baker Donelson
1301 McKinney Street
Suite 3700
Houston, Texas 77010

Office: 713-286-7165

smathews@bakerdonelson.com

Baker Donelson represents clients across the U.S. and worldwide from offices in Alabama, Florida, Georgia, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Texas, Virginia and Washington D.C.

From: Fitzgerald, Rob E. <RFitzgerald@gibsondunn.com>
Sent: Tuesday, May 12, 2026 9:35 PM
To: Mathews, Susan <smathews@bakerdonelson.com>; Alpert, Mackenzie <MAlpert@gibsondunn.com>; Bailey, James <jbailey@bradley.com>
Cc: Pinkusiewicz, Tomer <TPinkusiewicz@gibsondunn.com>; Sperling, Sarah <SSperling@gibsondunn.com>; Sheinbein, David <dsheinbein@bradley.com>; Goldstein, Jason Zachary

<JGoldstein@gibsondunn.com>
Subject: RE: Shannon Wind, LLC Bankruptcy Case -- GE Vernova

Susan,

Subject in all respects to the below-described NDA and not to be shared beyond you and your client, please find attached the adequate assurance information that we provided to the Debtors as part of our bid. Many thanks.

With Kind Regards,

Rob

Rob E. Fitzgerald
Of Counsel

T: +1 212.351.2332 | M: 312-458-5347
RFitzgerald@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
200 Park Avenue, New York, NY 10166-0193

From: Mathews, Susan <smathews@bakerdonelson.com>
Sent: Thursday, May 7, 2026 5:15 PM
To: Alpert, Mackenzie <MAlpert@gibsondunn.com>; Bailey, James <jbailey@bradley.com>
Cc: Fitzgerald, Rob E. <RFitzgerald@gibsondunn.com>; Pinkusiewicz, Tomer <TPinkusiewicz@gibsondunn.com>; Sperling, Sarah <SSperling@gibsondunn.com>; Sheinbein, David <dsheinbein@bradley.com>
Subject: RE: Shannon Wind, LLC Bankruptcy Case -- GE Vernova

Mackenzie: Thanks for forwarding the executed confidentiality agreement. [redacted] ssuming this agreement works for your client, please forward ownership and financial information to me as soon as possible. Thanks.

Regards,

Susan C. Mathews
Of Counsel
Baker Donelson
1301 McKinney Street
Suite 3700
Houston, Texas 77010

Office: 713-286-7165

smathews@bakerdonelson.com

Baker Donelson represents clients across the U.S. and worldwide from offices in Alabama, Florida, Georgia, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Texas, Virginia and Washington D.C.

From: Alpert, Mackenzie <MAlpert@gibsondunn.com>
Sent: Thursday, May 7, 2026 3:57 PM
To: Mathews, Susan <smathews@bakerdonelson.com>; Bailey, James <jbailey@bradley.com>
Cc: Fitzgerald, Rob E. <RFitzgerald@gibsondunn.com>; Pinkusiewicz, Tomer <TPinkusiewicz@gibsondunn.com>; Sperling, Sarah <SSperling@gibsondunn.com>; Sheinbein, David <dsheinbein@bradley.com>
Subject: RE: Shannon Wind, LLC Bankruptcy Case -- GE Vernova

Hi Susan,

We understand from our client that they recently executed the attached NDA between 1370 and GEV – could you please confirm whether this suffices for present purposes or if the preference is to execute a separate agreement? Thank you!

Best,
Mackenzie

Mackenzie Alpert
Associate Attorney

T: +1 212.351.6341 | M: +1 929.429.6601
MAlpert@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
200 Park Avenue, New York, NY 10166-0193

From: Mathews, Susan <smathews@bakerdonelson.com>
Sent: Thursday, May 7, 2026 2:14 PM
To: Bailey, James <jbailey@bradley.com>
Cc: Fitzgerald, Rob E. <RFitzgerald@gibsondunn.com>; Pinkusiewicz, Tomer <TPinkusiewicz@gibsondunn.com>; Sperling, Sarah <SSperling@gibsondunn.com>; Alpert, Mackenzie <MAlpert@gibsondunn.com>; Sheinbein, David <dsheinbein@bradley.com>
Subject: RE: Shannon Wind, LLC Bankruptcy Case -- GE Vernova

Thanks, James.

Gibson Dunn Team: Can you, please, forward your confidentiality agreement so we can review the requested ownership and financial information as soon as possible? As I understand it, my client has been providing you (through Accordion) with information and other documents relating to the service contract for several weeks. We would appreciate the same cooperation. I look forward to working with you. Thanks.

Regards,

Susan C. Mathews
Of Counsel
Baker Donelson

1301 McKinney Street
Suite 3700
Houston, Texas 77010

Office: 713-286-7165

smathews@bakerdonelson.com

Baker Donelson represents clients across the U.S. and worldwide from offices in Alabama, Florida, Georgia, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Texas, Virginia and Washington D.C.

From: Bailey, James <jbailey@bradley.com>
Sent: Tuesday, May 5, 2026 2:22 PM
To: Mathews, Susan <smathews@bakerdonelson.com>
Cc: Fitzgerald, Rob E. <RFitzgerald@gibsondunn.com>; Pinkusiewicz, Tomer <tpinkusiewicz@gibsondunn.com>; Sperling, Sarah <SSperling@gibsondunn.com>; Alpert, Mackenzie <MAlpert@gibsondunn.com>; Sheinbein, David <dsheinbein@bradley.com>
Subject: FW: Shannon Wind, LLC Bankruptcy Case -- GE Vernova

Susan –

I am copying the Gibson Dunn team that represents the stalking horse. They can share the confidentiality agreement and any adequate assurance information.

Thanks everyone.

James B. Bailey
Partner | Bradley
jbailey@bradley.com
d: 205.521.8913
c: 386.804.2082

From: Mathews, Susan <smathews@bakerdonelson.com>
Sent: Tuesday, May 5, 2026 12:33 PM
To: Sheinbein, David <dsheinbein@bradley.com>; Bailey, James <jbailey@bradley.com>
Subject: RE: Shannon Wind, LLC Bankruptcy Case -- GE Vernova

David and James: I'm glad we were able to talk on Friday. As a reminder, GE Vernova would like to receive ownership and financial information on the proposed buyer. We will sign a confidentiality agreement if you wish. Please forward the agreement as soon as possible. Thanks.

Regards,

Susan C. Mathews

Of Counsel
Baker Donelson
1301 McKinney Street
Suite 3700
Houston, Texas 77010

Office: 713-286-7165

smathews@bakerdonelson.com

Baker Donelson represents clients across the U.S. and worldwide from offices in Alabama, Florida, Georgia, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Texas, Virginia and Washington D.C.

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Department of State: Division of Corporations

Allowable Characters

HOME

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	**3407079**	Incorporation Date / Formation Date:	**4/8/2024** (mm/dd/yyyy)
Entity Name:	**1370 CLEAN ENERGY LLC**		
Entity Kind:	**Limited Liability Company**	Entity Type:	**Series**
Residency:	**Domestic**	State:	**DELAWARE**

REGISTERED AGENT INFORMATION

Name:	**THE CORPORATION TRUST COMPANY**		
Address:	**CORPORATION TRUST CENTER 1209 ORANGE ST**		
City:	**WILMINGTON**	County:	**New Castle**
State:	**DE**	Postal Code:	**19801**
Phone:	**302-658-7581**		

Additional Information is available for a fee. You can retrieve Status for a fee of $10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of $20.00.

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EXHIBIT
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TEXAS SECRETARY of STATE
JANE NELSON

FIND ENTITY NAME SEARCH

This search was performed with the following search parameter:
ENTITY NAME : 1370 Clean Energy LLC

Mark	Filing Number	Name	Entity Type	Entity Status	Name Type	Name Status
○	802100074	3D Clean Energy, LLC	Domestic Limited Liability Company (LLC)	Forfeited existence	Legal	Inactive
○	804268964	Cascade Clean Energy 1	Application for Name Reservation	Expired	Legal	Expired
○	804285652	Cascade Clean Energy 1 LP	Domestic Limited Partnership (LP)	Forfeited existence	Legal	Inactive
○	1897611	CALLON ENERGY PROGRAM 79-2	Foreign Limited Partnership	Cancelled	Legal	Inactive
○	2125211	CALLON ENERGY PROGRAM 80-1	Foreign Limited Partnership	Cancelled	Legal	Inactive
○	3784206	CLEAN ENERGY ENTERPRISES, INC.	Foreign For-Profit Corporation	Withdrawn	Legal	Inactive
○	134618200	CLEAN ENERGY TECHNOLOGIES, INC.	Domestic For-Profit Corporation	Forfeited existence	Legal	Prior
○	800203905	CLEAN ENERGY GENERAL LLC	Domestic Limited Liability Company (LLC)	Expired	Legal	Expired
○	800222579	CLEAN ENERGY FUELS, LLC	Domestic Limited Liability Company (LLC)	Expired	Legal	Expired
○	800248210	CLEAN ENERGY GENERAL LLC	Domestic Limited Liability Company (LLC)	Expired	Legal	Expired

Records 1 to 10 of 367 scroll Next >> **OR** proceed to page of 37 pages GO

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Instructions:
- To view additional information pertaining to a particular filing select the number associated with the name.
- To place an order for additional information about a filing select the radial button listed under 'Mark' that is associated with the entity and press the 'Order' button.

EXHIBIT
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