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 PROPOSED ORDER APPROVING THE DISCLOSURE STATEMENT ON A FINAL BASIS AND CONFIRMING THE PLAN

PLEASE TAKE NOTICE THAT on April 10, 2026, Shannon Wind, LLC (the "**Debtor**"), the debtor and debtor in possession in the above-captioned chapter 11 case, filed its *Combined Disclosure Statement and Chapter 11 Plan* at Docket No. 128.

PLEASE TAKE NOTICE THAT on April 22, 2026, the Court entered its order at Docket No. 138 conditionally approving the Disclosure Statement (as defined in the Combined Disclosure Statement and Plan) for solicitation purposes (the "**Conditional Approval and Procedures Order**").

PLEASE TAKE NOTICE THAT on April 27, 2026, the Debtor filed the *Amended Combined Disclosure Statement and Chapter 11 Plan* (the "**Amended Combined Disclosure Statement and Plan**") at Docket No. 141 that was the solicitation version of the Debtor's proposed disclosure statement and plan.

PLEASE TAKE NOTICE THAT on June 2, 2026, the Debtor filed a corrected version of the *Amended Combined Disclosure Statement and Chapter 11 Plan* (the "**Corrected Amended**

[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**").

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Combined Disclosure Statement and Plan") at Docket No. 209. A changed-pages only redline of the Corrected Amended Combined Disclosure Statement and Plan marked against the Amended Combined Disclosure Statement and Plan is attached to the notice filed at Docket No. 210.

PLEASE TAKE 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 NOTICE THAT the Debtor hereby files its proposed *Order Approving the Disclosure Statement on a Final Basis and Confirming the Plan*, which is attached hereto (the "**Proposed Confirmation Order**"). The Debtor intends to seek the Court's entry of the Proposed Confirmation Order at the Combined Hearing. The Debtor reserves all rights to alter, amend, update, or modify the Proposed Confirmation Order.

Dated: June 2, 2026

Respectfully submitted,

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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]	

ORDER APPROVING THE DISCLOSURE STATEMENT ON A FINAL BASIS AND CONFIRMING THE PLAN

(Related to Docket Nos. 128, 129, 130, 138, 140, 141, 142, 159, 182, 187, 202, 205, 204, 209)

The above-captioned debtor and debtor in possession (the "**Debtor**") having:[2]

a. commenced, on January 25, 2026 (the "**Petition Date**"), the chapter 11 case (the "**Chapter 11 Case**") by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Court**");

b. continued to operate its business and manage its properties during the Chapter 11 Case as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

c. filed on April 10, 2026,

   i. the *Combined Disclosure Statement and Chapter 11 Plan of Reorganization* [Docket No. 128]

   ii. *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 Confirmation 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*

[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 otherwise defined herein shall have the meanings ascribed to them in the Debtor's Plan, Disclosure Statement, or Conditional Approval and Procedures Order (each as defined below), as applicable. The rules of interpretation set forth in Section I.B of the Plan shall apply herein.

Confirmation Hearing, and (VI) Granting Related Relief [Docket No. 129] (the "**Solicitation Procedures Motion**");

n. obtained, on April 22, 2026, the *Order (I) Conditionally Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation Procedures and Solicitation Packages, (III) Scheduling a Combined Hearing, (IV) Establishing Procedures for Objecting to the Plan, (V) Approving the Form, Manner, and Sufficiency of Notice of the Combined Hearing, and (VI) Granting Related Relief* [Docket No. 138] (the **"Conditional Approval and Procedures Order**");

o. filed on April 27, 2026, *Amended Combined Disclosure Statement and Chapter 11 Plan* [Docket No. 141];

p. filed, on April 27, 2026, *Notice of Filing Amended Combined Disclosure Statement and Chapter 11 Plan* [Docket No. 142];

q. filed, on May 6, 2026, *Affidavit of Publication of the Notice of (I) Combined Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan, (II) Deadline to Cast Votes to Accept or Reject the Plan, and (III) Notice of Objection and Opt-Out Rights in the Houston Chronicle, The New York Times, and Wichita Falls Times Record News* [Docket No. 159] (the "**Publication Affidavit**");

r. filed on May 14, 2026, the *Certificate of Service of Scott M. Ewing, re: Solicitation Materials Served* [Docket No. 182] (the "**Solicitation Affidavit**");

s. filed, on May 20, 2026, the *Notice of Filing of Plan Supplement* [Docket No. 187] (the "**First Plan Supplement**");

t. filed, on June 1, 2026, the *Notice of Filing Second Plan Supplement* [Docket No. 202] (together with the First Plan Supplement, and as may be amended, amended and restated, modified, or supplemented, the "**Plan Supplement**" and which, for purposes of the Plan and the Confirmation Order, is included in the definition of "**Plan**");

u. filed, on June 1, 2026, the *Declaration of Adam J. Gorman With Respect to the Tabulation of Votes on the Amended Combined Disclosure Statement and Chapter 11 Plan* [Docket No. 205] (the "**Voting Declaration**");

v. filed, on June 1, 2026, the *Declaration of John Shepherd in Support of (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Plan* [Docket No. 204] (the "**Shepherd Declaration**");

w. filed on June 2, 2026, a corrected *Amended Combined Disclosure Statement and Chapter 11 Plan* [Docket No. 209] (as the same may be altered, amended, or modified from time to time, the "**Combined Disclosure Statement and Plan**")

x. filed on June 2, 2026, a *Notice of Filing Corrected Amended Combined Disclosure Statement and Chapter 11 Plan* [Docket No. 210]; and

y. filed, on June 2, 2026, the *Debtor's Memorandum of Law in Support of (I) Final Approval of the Disclosure Statement, and (II) Confirmation of the Plan* (the "**Confirmation Brief**").

And the Bankruptcy Court having:

y. entered the Conditional Approval and Procedures Order on April 22, 2026;

z. set May 27, 2026, at 4:00 p.m. (prevailing Central Time), as the deadline for Holders of Claims in Classes 3, 4, 5, and 6 to accept or reject the Plan (the "**Voting Deadline**");

aa. set May 27, 2026, at 4:00 p.m. (prevailing Central Time), as the deadline to file and serve objections to the confirmation of the Plan (the "**Plan Objection Deadline**");

bb. set June 3, 2026, at 9:00 a.m. (prevailing Central Time), as the date and time for the commencement of the Confirmation Hearing;

cc. reviewed the Plan, the Disclosure Statement, the Plan Supplement, the Voting Declaration, Solicitation Affidavit, the Shepherd Declaration, the Confirmation Brief, the Combined Hearing Notice, and all Filed pleadings, exhibits, statements, responses, and comments regarding approval of the Disclosure Statement and confirmation of the Plan, including all objections, statements, and reservations of rights filed by parties in interest on the docket in the Chapter 11 Case;

dd. held the Confirmation Hearing on June 3, 2026;

ee. considered all oral representations, live testimony, written direct testimony, exhibits, documents, filings, and other evidence presented at the Confirmation Hearing;

ff. overruled any and all objections to approval of the Disclosure Statement, the Plan, Confirmation, and all statements and reservations of rights not consensually resolved, agreed to, or withdrawn, unless otherwise indicated;

gg. taken judicial notice of all papers and pleadings filed in the Chapter 11 Case, all evidence proffered or adduced in the Chapter 11 Case, and all arguments made at hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Case; and

hh. entered rulings on the record at the Confirmation Hearing.

NOW THEREFORE, the Bankruptcy Court having found that notice of the Confirmation Hearing and the opportunity for any party in interest to object to approval of the Disclosure Statement and confirmation of the Plan have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby; and the legal and factual bases set forth in the documents filed in support of final approval of the Disclosure

Statement and confirmation of the Plan and other evidence presented at the Confirmation Hearing and the record in this Chapter 11 Case establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Bankruptcy Court makes and issues the following findings of fact and conclusions of law, and orders:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

A. Findings and Conclusions.

1. The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute the Bankruptcy Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

B. Jurisdiction, Venue, and Core Proceeding.

2. This Court has jurisdiction over the Chapter 11 Case pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). This Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in this district pursuant to sections 1408 and 1409 of title 28 of the United States Code.

C. Eligibility for Relief.

3. The Debtor was and is an entity eligible for relief under section 109 of the Bankruptcy Code.

D. Burden of Proof—Confirmation of the Plan

4. The Debtor, as proponent of the Plan, has met its burden of proving the applicable elements under sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable standard for confirmation of a plan. In addition, and to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard.

E. Judicial Notice.

5. The Bankruptcy Court takes judicial notice of (and deems admitted into evidence for purposes of confirmation of the Plan) the docket of the Chapter 11 Case maintained by the clerk of the Bankruptcy Court or its duly appointed agent, including all pleadings and other documents on file, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Case.

F. Notice.

6. As evidenced by the Solicitation Affidavit and the Voting Declaration, the Debtor provided due, adequate, and sufficient notice of the commencement of the Chapter 11 Case, the Disclosure Statement, the Plan, the Confirmation Hearing, and the opportunity to opt-out of the Third-Party Release, together with all deadlines for voting to accept or reject the Plan as well as objecting to the Disclosure Statement and the Plan, to the full creditor matrix. Further, the Combined Hearing Notice was published in the *Houston Chronicle, The New York Times* and in the *Wichita Falls Times Record News*, in compliance with Bankruptcy Rule 2002(l), as evidenced by the Publication Affidavit. Such notice was adequate and sufficient under the facts and circumstances of the Chapter 11 Case in compliance with the Bankruptcy Code, the Bankruptcy

Rules, including Bankruptcy Rules 2002 and 3017, the Bankruptcy Local Rules, and the Conditional Approval and Procedures Order. No other or further notice is or shall be required.

G. Disclosure Statement.

7. The Disclosure Statement contains (a) sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable nonbankruptcy laws, rules, and regulations, including the Securities Act, and (b) "adequate information" (as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtor, the Plan, and the transactions contemplated therein. The filing of the Disclosure Statement with the clerk of the Bankruptcy Court satisfied Bankruptcy Rule 3016(b).

H. Ballots.

8. Holders of Claims and Interests in Classes 3, 4, 5, and 6 are entitled to vote to accept or reject the Plan (collectively, the "**Impaired Classes**" and "**Voting Classes**").

9. The forms of ballots attached as **Exhibit D** and **Exhibit E** to the Conditional Approval and Procedures Order (the "**Ballots**") that the Debtor used to solicit votes to accept or reject the Plan from Holders in the Voting Classes adequately addressed the particular needs of the Chapter 11 Case and were appropriate for Holders in the Voting Classes to vote to accept or reject the Plan.

I. Solicitation.

10. As described in the Voting Declaration, the solicitation of votes on the Plan complied with the Solicitation Procedures set forth in the Conditional Approval and Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Case, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the

Bankruptcy Local Rules, and any other applicable rules, laws, and regulations, including the registration requirements under the Securities Act.

11. As described in the Voting Declaration and the Solicitation Affidavit, as applicable, the Solicitation Packages, including the Plan, the Disclosure Statement, the Confirmation Hearing Notice, and the Ballots were transmitted and served, including to all Holders in the Voting Classes, in compliance with the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Bankruptcy Local Rules, the Conditional Approval and Procedures Order, and any applicable nonbankruptcy law. Transmission and service of the Solicitation Packages was timely, adequate, and sufficient under the facts and circumstances of the Chapter 11 Case. No further notice is required.

12. As set forth in the Voting Declaration and the Solicitation Affidavit, the Solicitation Packages were distributed to the Holders in the Voting Classes that held a Claim as of April 24, 2026 (the "**Voting Record Date**"). The establishment and notice of the Voting Record Date were reasonable and sufficient.

13. The period during which the Debtor solicited acceptances or rejections to the Plan was a reasonable and sufficient period of time for each Holder in a Voting Class to make an informed decision to accept or reject the Plan.

14. Under section 1126(f) of the Bankruptcy Code, Holders of Claims in Classes 1 (Priority Non-Tax Claims) and 2 (Other Secured Claims) (collectively, the "**Unimpaired Classes**" and "**Non-Voting Classes**") are unimpaired and conclusively presumed to have accepted the Plan.

15. The Debtor served the Notice of Non-Voting Status and Third-Party Release Opt-Out Form contained therein on all Holders of Claims in the Non-Voting Classes. The Notice of Non-Voting Status and Third-Party Release Opt-Out Form contained therein informed recipients

of (i) their status as holders or potential holders of Claims in Non-Voting Classes, (ii) provided the full text of the Third-Party Release set forth in the Plan, and (iii) included a form (or instructions to access a form) by which holders could elect to opt-out of the Third-Party Release.

16. The solicitation-related notices adequately summarized the material terms of the Plan, including classification and treatment of claims and the Third-Party Release. Further, because the opt-out form was included in both the Ballots and the solicitation-related notices, every known stakeholder, including Holders in Non-Voting Classes, was provided with the means by which to opt-out of the Third-Party Release.

J. Voting.

17. As evidenced by the Voting Declaration, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Disclosure Statement, and any applicable non-bankruptcy law. Class 3 (Prepetition Secured Obligations Claims) and Class 4 (General Unsecured Claims) voted to accept the Plan in accordance with section 1126 of the Bankruptcy Code. Based on the foregoing, and as evidenced by the Voting Declaration, at least one impaired Class of Claims (not including acceptance by any insiders of the Debtor) has voted to accept the Plan in accordance with the requirements of sections 1124 and 1126 of the Bankruptcy Code.

K. Plan Supplement.

18. On May 20, 2026 and June 1, 2026, the Debtor filed the Plan Supplement with the Bankruptcy Court. The Plan Supplement (including as it may be subsequently modified, supplemented, or otherwise amended pursuant to its terms), complies with the Bankruptcy Code and the terms of the Plan, and the Debtor provided good and proper notice of the filing in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and

the facts and circumstances of the Chapter 11 Case. The notice parties and Holders of Claims and Interests were provided due, adequate, and sufficient notice of the Plan Supplement. No other or further notice is or will be required with respect to the Plan Supplement. The Plan Supplement consists of the following documents: (a) Schedule of Retained Causes of Action, (b) Plan Assumed Contracts List; (c) Wind Down Budget; (d) Liquidation Analysis; and (e) Liquidation Trust Agreement. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan and the Confirmation Order, the Debtor shall have the right to alter, amend, update, or modify the Plan Supplement through the Effective Date.

L. Plan Modifications.

19. Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan, including those set forth in the amended Plan, filed on April 27, 2026 [Docket No. 141], and the corrected Plan, filed on June 2, 2026 [Docket No. 209], and any additional modifications to the Plan set forth in the Confirmation Order or in any Plan filed prior to the entry of the Confirmation Order (collectively, the "**Plan Modifications**") constitute technical or clarifying changes. These Plan Modifications are consistent with the disclosures previously made pursuant to the Disclosure Statement and Solicitation Packages served pursuant to the Conditional Approval and Procedures Order, and notice of the Plan Modifications was adequate and appropriate under the facts and circumstances of the Chapter 11 Case.

20. In accordance with Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the re-solicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

Accordingly, the Plan, as modified, is properly before the Bankruptcy Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

M. Objections Overruled.

21. Any resolution or disposition of objections to approval of the Disclosure Statement and/or confirmation of the Plan that have not been withdrawn, waived, or settled are hereby **OVERRULED** and **DENIED** on the merits, with prejudice.

N. The Plan Complies with Bankruptcy Code Requirements—Section 1129(a)(1).

22. The Plan complies with all applicable provisions of the Bankruptcy Code, as required by Section 1129(a)(1) of the Bankruptcy Code, including sections 1122 and 1123 thereof. Additionally, the Plan and all modifications thereto are dated and identify the entity submitting them, thereby satisfying Bankruptcy Rule 3016(a).

(a) Proper Classification—Sections 1122 and 1123.

23. The Plan satisfies the requirements of sections 1122(a) and 1123(a)(1) of the Bankruptcy Code. Article III of the Plan provides for the separate classification of Claims and Interests into six (6) Classes. Valid business, factual, and legal reasons exist for the separate classification of such Classes of Claims and Interests. The classifications were not implemented for any improper purpose and do not unfairly discriminate between, or among, Holders of Claims or Interests. Each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.

(b) Specified Unimpaired Classes—Section 1123(a)(2).

24. The Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code. Article III of the Plan specifies that Claims in Class 1 (Priority Non-Tax Claims) and Class 2 (Other

Secured Claims) are unimpaired under the Plan within the meaning of section 1124 of the Bankruptcy Code, are conclusively presumed to have accepted the Plan, and are not entitled to vote to accept or reject the Plan.

25. Additionally, Article II of the Plan specifies that Allowed Administrative Expense Claims, Allowed Fee Claims, Allowed Priority Tax Claims, and U.S. Trustee Fees will be paid in full (unless a Holder of such Claim consents to alternative treatment) in accordance with the terms of the Plan, although the Claims are not separately classified under the Plan.

(c) Specified Treatment of Impaired Classes—Section 1123(a)(3).

26. The Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code. Article III of the Plan specifies that Claims and Interests, as applicable, in the following Classes: Class 3 (Prepetition Secured Obligations Claims), Class 4 (General Unsecured Claims), Class 5 (Section 510(b) Claims), and Class 6 (Existing Equity Interests) (the "**Impaired Classes**") are impaired under the Plan within the meaning of section 1124 of the Bankruptcy Code, and describes the treatment of such Classes.[3]

(d) No Discrimination—Section 1123(a)(4).

27. The Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code. The Plan provides for the same treatment by the Debtor for each Claim or Interest in each respective Class unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest.

(e) Adequate Means for Implementation—Section 1123(a)(5).

[3] Class 5 is vacant and, pursuant to Section 6.3 of the Plan is eliminated for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class.

28. The Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code. The provisions in Article VIII and elsewhere in the Plan provide in detail adequate and proper means for the Plan's implementation, including regarding: (a) the Sale Transaction; (b) vesting of the Liquidation Trust Assets in the Liquidation Trust; (c) the sources of consideration for Plan distributions, including the Net Restructuring Transaction Proceeds, funding of the Wind-Down Budget, funding the Professional Fee Escrow Account; (d) the appointment of the Plan Administrator to Wind Down the Wind Down Debtor and serve as trustee of the Liquidation Trust; (e) the authorization for the Debtor, the Wind Down Debtor and/or the Plan Administrator, as applicable, to take all actions contemplated under or necessary, advisable, or appropriate to implement or effectuate the Plan; (f) the creation and governance of the Liquidation Trust; (g) the settlement and discharge of Claims and Interests as set forth in the Plan; (h) the good faith compromise and settlement of claims or controversies held by the Debtor and the Releasing Parties; (i) the preservation and vesting of certain Retained Causes of Action in the Liquidation Trust; (j) the treatment of Executory Contracts and Unexpired Leases; (k) the dissolution of the Wind Down Debtor; (l) the effectuation and implementation of documents and further transactions; (m) the cancellation of existing securities and agreements; and (n) the authorization, approval, and entry of corporate actions under the Plan.

(f) Non-Voting Equity Securities—Section 1123(a)(6).

29. The Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code. The Debtor is proceeding with a Sale Transaction and, therefore, the Plan does not provide for the issuance of equity or other securities of the Debtor, including non-voting equity securities.

(g) Directors and Officers—Section 1123(a)(7).

30. The Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code. In accordance with Section 8.12 of the Plan, as of the Effective Date, the Plan Administrator shall be the sole manager of the Wind Down Debtor. Accordingly, the Plan Administrator shall be authorized to act on behalf of the Wind Down Debtor and the Estate, provided that the Plan Administrator shall have no duties other than as expressly set forth in the Plan, the Confirmation Order, or any agreement governing the Plan Administrator's duties and responsibilities, as applicable. The identity of the Plan Administrator is disclosed in the Plan. The appointment of the Plan Administrator is consistent with the interests of creditors and with public policy.

(h) Debtor Is Not an Individual—Section 1123(a)(8) and 1123(c).

31. The Debtor is not an individual. Accordingly, the requirements of sections 1123(a)(8) and 1123(c) of the Bankruptcy Code are inapplicable.

(i) Impairment / Unimpairment of Classes—Section 1123(b)(1).

32. The Plan is consistent with section 1123(b)(1) of the Bankruptcy Code. Article III of the Plan designates each Class of Claims and Interests as either impaired or unimpaired.

(j) Treatment of Executory Contracts and Unexpired Leases—Section 1123(b)(2).

33. The Plan is consistent with section 1123(b)(2) of the Bankruptcy Code. Article XI of the Plan provides procedures for the assumption, assignment, and rejection of the Debtor's Executory Contracts and Unexpired Leases, including pursuant to the Bidding Procedures Order, Sale Order, and applicable Sale Documents.

34. The Debtor's determinations regarding the assumption and rejection of Executory Contracts and Unexpired Leases are based on and within the sound business judgment of the Debtor, are necessary to the implementation of the Plan, and are in the best interests of the Debtor, its Estate, and other parties in interest in the Chapter 11 Case.

(k) Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action—Section 1123(b)(3).

35. In accordance with section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, satisfied, or otherwise resolved pursuant to the Plan. In addition, the compromises and settlements embodied in the Plan preserve value by enabling the Debtor to avoid extended, value-eroding litigation that could delay the Debtor's emergence from chapter 11.

36. **Debtor Release.** The release of Claims and Causes of Action by the Debtor, as described in Section 13.2 of the Plan in accordance with section 1123(b) of the Bankruptcy Code (the "**Debtor Release**"), represents a valid exercise of the Debtor's business judgment. The Debtor Release is integral to the Plan and is fair, reasonable, and in the best interests of the Debtor, the Estate and Holders of Claims and Interests. Also, the Debtor Release is: (a) in exchange for good and valuable consideration provided by the Released Parties; (b) a good-faith settlement and compromise of the claims or Causes of Action released by the Debtor Releases; (c) in the best interests of the Debtor, the Estate, and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after reasonable investigation by the Debtor and after due notice and opportunity for a hearing; and (f) a bar to any of the Debtor, its Estate, the Wind Down Debtor, Plan Administrator, or Liquidation Trust as applicable, asserting a Claim or Cause of Action released pursuant to the Debtor Release. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Case. Moreover, the Debtor Release is

appropriate in light of, among other things, the value provided by the Released Parties to the Debtor's Estate and the critical nature of the Debtor Release to the Plan.

37. The Debtor Release appropriately offers protection to parties that participated in the Debtor's restructuring process. The Released Parties made significant concessions and/or contributions to the Chapter 11 Case. The Debtor Release for the CRO, Independent Manager, and Professional Persons retained by the Debtor, are appropriate because these parties share an identity of interest with the Debtor, supported the Debtor through the bankruptcy process, actively participated in meetings and negotiations during the Chapter 11 Case, and have provided other valuable consideration to the Debtor. Similarly, the Prepetition Secured Parties supported the Debtor through the Chapter 11 Case by, among other things, consenting to use of cash collateral and supporting the Debtor's sale process, and otherwise made concessions to facilitate the negotiation and consummation of the transactions contemplated by the Plan. For these reasons, the Debtor Release is reasonable, appropriate, and consistent with the provisions of the Bankruptcy Code and applicable law.

38. **Third-Party Release.** The release of Claims and Causes of Action by the Non-Debtor Releasing Parties, as described in Section 13.3 of the Plan (the "**Third-Party Release**"), was consensually provided after due notice and an opportunity for a hearing and is an essential provision of the Plan. The Third-Party Release is a critical and integral component of the Released Parties' agreement to support the Plan. The Third-Party Release was negotiated as a result of arms' length and good faith negotiations among parties. It provides finality for the Debtor, its Estate, the Plan Administrator, and the other Released Parties regarding the parties' respective obligations under the Plan and the transactions contemplated therein. As such, the Third-Party Release appropriately offers certain protections to parties who constructively participated in the Debtor's

chapter 11 process by, among other things, supporting the Plan. Notice of the Third-Party Release was provided to all Holders of Claims and Interests and such notice was adequate and appropriate under the facts and circumstances of the Chapter 11 Case. The Combined Hearing Notice was sent to Holders of Claims and Interests and published in the *Houston Chronicle*, *The New York Times* and in *Wichita Falls Times Record News*, and the Ballots and solicitation-related notices, as applicable, sent to Holders of Claims and Interests unambiguously stated that the Plan contains the Third-Party Release and that each such Holder of Claims or Interests may elect not to grant such Third-Party Release. The Debtor received at least three opt-out elections, all of whom shall be recognized as not granting the Third-Party Releases. The release provisions of the Plan were conspicuous and emphasized with boldface type in the Plan, the Disclosure Statement, the Ballots, the Notice of Non-Voting Status and Third-Party Release Opt-Out Form, and the solicitation-related notices. The Third-Party Release provides appropriate and specific disclosure with respect to the Claims and Causes of Action that are subject to the Third-Party Release, and no other disclosure or notice is necessary.

39. The Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (d) a good faith settlement and compromise of the claims or Causes of Actions released by the Third-Party Release; (e) in the best interests of the Debtor and its Estate; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) a bar to any of the Releasing Parties' asserting any Claim or Cause of Action released pursuant to the Third-Party Release; (i) specific in language and scope; (j) consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code. Therefore, the

Third-Party Release is reasonable, appropriate, and consistent with the provisions of the Bankruptcy Code and applicable law.

40. **Exculpation.** The exculpation provision described in 13.4 of the Plan (the "**Exculpation**") is necessary and appropriate to the Plan. The Exculpation is narrowly tailored to protect the Debtor (as the Exculpated Party) from inappropriate litigation and to exclude actions found to have constituted bad faith, fraud, willful misconduct, or gross negligence. The Debtor participated in good faith and in compliance with all applicable laws with regard 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 Sale Transaction, the Sale Process, the Sale Order, or the solicitation of votes for, or confirmation of, the Plan; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; the issuance of securities under or in connection with the 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 the Plan.

41. The Exculpation provision does 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 the Plan or Final Order of the Bankruptcy Court. These carve-outs are consistent with established practice in this jurisdiction and others.

42. **Injunction and Gatekeeper Provision.** The injunction provision set forth in Section 13.5 of the Plan and Gatekeeper provision in Section 13.6 (the "**Gatekeeper Provision**") are essential to the Plan and necessary to preserve and enforce the settlement of Claims and Interests in the Plan, the Debtor Release, the Third-Party Release, and the Exculpation, as set forth in Article XIII of the Plan. In particular, the Gatekeeper Provision is limited in scope to matters directly related to the Chapter 11 Case and necessary and appropriate to ensure finality to the Chapter 11 Case and the matters resolved by the Plan.

43. In accordance with section 1123(b) of the Bankruptcy Code, and as more particularly provided in the Plan, including in Article VIII, 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 Plan Administrator may pursue such Causes of Action in accordance with the best interests of the Liquidation Trust. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to the Plan include any claim or Cause of Action released pursuant to Article XIII.

44. No Entity (other than the Released Parties) may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Plan Administrator will not pursue any and all available Causes of Action of the Debtor against it.

45. The release and discharge of mortgages, deeds of trust, Liens, pledges, or other security interest against any property of the Estate, as described in Section 13.8 of the Plan (the "**Lien Release**") is also necessary to implement the Plan. The provisions of the Lien Release are appropriate, fair, equitable, reasonable, and in the best interests of the Debtor, the Estate, and Holders of Claim and Interests.

46. The settlement, releases, injunctions, and exculpations set forth in the Plan, as implemented by the Confirmation Order, are fair, equitable, reasonable, and in the best interests of the Debtor, its Estate, and all Holders of Claims or Interests. The record at the Confirmation Hearing and in the Chapter 11 Case is sufficient to support the settlement, releases, injunctions, and exculpations provided for in Article XIII of the Plan. Accordingly, the Plan is consistent with section 1123(b)(3) of the Bankruptcy Code.

(l) Treatment of Rights of Holders of Claims—1123(b)(5)

47. The Plan is consistent with section 1123(b)(5) of the Bankruptcy Code. Article IV of the Plan modifies or leaves unaffected, as is applicable, the rights of certain Holders of Claims, as permitted by section 1123(b)(5) of the Bankruptcy Code.

(m) Additional Plan Provisions—Section 1123(b)(6).

48. The other discretionary provisions in the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b)(6) of the Bankruptcy Code.

O. Debtor Complied with Bankruptcy Code Requirements—Section 1129(a)(2).

49. The Debtor complied with the applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court, and thus satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code. Specifically, the Debtor:

a. is an eligible debtor under section 109 of the Bankruptcy Code and a proper proponent of the Plan under section 1121(a) of the Bankruptcy Code;

b. has complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court; and

c. complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126, the Bankruptcy Rules, the Bankruptcy Local Rules, any applicable non-bankruptcy law, rule and regulation, the Conditional Approval and Procedures Order, and all other applicable law, in transmitting the Solicitation Packages and the Notice of Non-Voting Status and Third-Party Release Opt-Out Forms, and related documents and notices, and in soliciting and tabulating the votes on the Plan.

P. Plan Proposed in Good Faith—Section 1129(a)(3).

50. The Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code. The Debtor proposed the Plan in good faith and not by any means forbidden by law. In so determining, the Bankruptcy Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Case, the Plan, the Sale Transaction, and the process leading to confirmation of the Plan, including the support of Holders of Claims for the Plan, and the transactions to be implemented pursuant thereto.

Q. Payment for Services or for Costs and Expenses—Section 1129(a)(4).

51. The procedures set forth in the Plan for the Bankruptcy Court's review and ultimate determination of the fees and expenses to be paid by the Debtor in connection with the Chapter 11 Case, or in connection with the Plan and incident to the Chapter 11 Case, satisfy the objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code.

R. Directors, Officers, and Insiders—Section 1129(a)(5).

52. The Plan provides that Accordion Partners, LLC will be the Plan Administrator and sole manager of the Wind Down Debtor, as well as trustee for the Liquidation Trust. Accordingly, the Plan satisfies the requirements under section 1129(a)(5) of the Bankruptcy Code.

S. No Rate Change—Section 1129(a)(6).

53. Section 1129(a)(6) of the Bankruptcy Code is not applicable to the Chapter 11 Case. The Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission.

T. Best Interest of the Creditors—Section 1129(a)(7).

54. The Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code. The Liquidation Analysis, as supported by the Shepherd Declaration: (a) is reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been controverted by other evidence; and (d) establishes that Holders of Allowed Claims and Interests in each Class will recover more under the Plan on account of such Claim or Interest, as of the Effective Date, than such Holder would receive if the Debtor were liquidated, on the Effective Date, under chapter 7 of the Bankruptcy Code.

U. Acceptance by Certain Classes—Section 1129(a)(8).

55. Classes 1 and 2 are unimpaired under the Plan and are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Class 3 (Prepetition Secured Obligations Claims) and Class 4 (General Unsecured Claims) are impaired and voted to accept the Plan. Class 6 (Existing Equity Interests) abstained from voting. Class 5 (510(b) Claims) is vacant and, pursuant to Section 6.3 of the Plan is eliminated for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class. Accordingly, because the Plan has not been accepted by all Classes, the Debtor seeks confirmation of the Plan under section 1129(b), solely with respect to Class 6 (Existing Equity Interests), rather than section 1129(a)(8) of the Bankruptcy Code. Although section 1129(a)(8) has not been satisfied with respect to the Voting Classes, the Plan is confirmable because the Plan does not discriminate

unfairly and is fair and equitable with respect to all Classes and thus satisfies section 1129(b) of the Bankruptcy Code with respect to such Classes as described further below. As a result, the requirements of section 1129(b) of the Bankruptcy Code are satisfied.

V. Treatment of Claims Entitled to Priority under Section 507(a)—1129(a)(9).

56. The Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy Code. The treatment of Allowed Administrative Expense Claims, Allowed Professional Fee Claims, U.S Trustee Fees, and Priority Tax Claims under Article II of the Plan and of Priority Non-Tax Claims under Article III of the Plan satisfies the requirements of, and complies in all respects with the treatment required by section 1129(a)(9) of the Bankruptcy Code for each of the various claims specified in sections 507(a)(1)–(8) of the Bankruptcy Code.

W. Acceptance by at Least One Impaired Class—Section 1129(a)(10).

57. The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced in the Voting Declaration, Class 3 (Prepetition Secured Obligations Claims) and Class 4 (General Unsecured Claims) voted to accept the Plan by the requisite numbers and amounts of Claims specified under section 1126(c) of the Bankruptcy Code, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code).

X. Feasibility—Section 1129(a)(11).

58. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence supporting the Plan proffered or adduced by the Debtor at or before the Confirmation Hearing: (a) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (b) has not been controverted by other persuasive evidence; (c) establishes that the Plan is feasible and confirmation of the Plan is not likely to be followed by a further

liquidation or the need for further financial reorganization; (d) establishes that the Plan may be implemented and has a reasonable likelihood of success; (e) establishes that the Debtor, Wind Down Debtor, or Liquidation Trust, as applicable, will have sufficient funds available to meet its obligations under the Plan; and (f) establishes that the Liquidation Trust will have the financial wherewithal to satisfy its obligations following the Effective Date.

Y. Payment of Statutory Fees—Section 1129(a)(12).

59. The Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code. Article II of the Plan provides for the payment of all U.S. Trustee Fees.

Z. Continuation of Employee Benefits—Section 1129(a)(13).

60. The Debtor does not have any obligation to pay retiree benefits as defined in section 1114 of the Bankruptcy Code. Therefore, section 1129(a)(13) of the Bankruptcy Code is inapplicable to the Chapter 11 Case or the Plan.

AA. Non-Applicability of Certain Sections—Sections 1129(a)(14), (15), and (16).

61. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to the Chapter 11 Case. The Debtor owes no domestic support obligations, is not an individual, and is not a nonprofit corporation.

BB. "Cram Down" Requirements—Section 1129(b).

62. The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that Class 6 (Existing Equity Interests) has not accepted the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. First, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met. Second, the Plan is fair and equitable with respect to the Classes that did not Accept the Plan. The Plan has been proposed in good faith, is reasonable and meets the requirements that no Holder

of any Claim or Interest that is junior to each such Class will receive or retain any property under the Plan on account of such junior Claim or Interest, and no Holder of a Claim or Interest in a Class senior to such Classes is receiving more than payment in full on account of its Claim or Interest. Accordingly, the Plan is fair and equitable towards all Holders of Claims and Interests in the classes that have not accepted the Plan. *Third,* the Plan does not discriminate unfairly with respect to any Class because similarly situated Claim and Interest Holders will receive substantially similar treatment on account of their Claims or Interests, as applicable, in each Class. Therefore, the Plan may be confirmed despite the fact that not all impaired Classes have voted to accept the Plan.

CC. Only One Plan—Section 1129(c).

63. The Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code. The Plan is the only chapter 11 plan filed in the Chapter 11 Case.

DD. Principal Purpose of the Plan—Section 1129(d).

64. The Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act.

EE. No Small Business Case—Section 1129(e).

65. The Chapter 11 Case is not a small business case and, accordingly, section 1129(e) of the Bankruptcy Code does not apply.

FF. Good Faith Solicitation—Section 1125(e).

66. The Debtor acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules in connection with all of its activities relating to support and consummation

of the Plan, including the solicitation and receipt of acceptances of the Plan, and it is entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

GG. Likelihood of Satisfaction of Conditions Precedent to the Effective Date.

67. Each of the conditions precedent to the Effective Date, as set forth in Article XII of the Plan, has been or is reasonably likely to be satisfied or, as applicable, waived in accordance with Article XII of the Plan.

HH. Implementation.

68. All documents and agreements necessary to implement the transactions contemplated by the Plan, including those contained or summarized in the Plan Supplement, and all other relevant and necessary documents have been negotiated in good faith and at arms' length, are in the best interests of the Debtor and its Estate, and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements and shall not be in conflict with any federal, state, or local law. The Debtor, the Wind Down Debtor, and the Plan Administrator are authorized to take any action reasonably necessary, advisable, or appropriate to consummate such agreements and the transactions contemplated thereby.

II. Disclosure of All Material Facts.

69. The Debtor disclosed all material facts regarding the Disclosure Statement, the Plan, the Plan Supplement, and the adoption, execution, and implementation of the other matters provided for under the Plan involving corporate action to be taken by or required of the Debtor or the Plan Administrator, as applicable.

JJ. Satisfaction of Confirmation Requirements.

70. Based on the foregoing, the declarations submitted in support of approval of the Disclosure Statement and confirmation of the Plan, and all other pleadings and evidence proffered

or adduced at or prior to the Confirmation Hearing, the Plan satisfies the requirements of section 1129 of the Bankruptcy Code.

ORDER

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

71. **Findings of Fact and Conclusions of Law.** The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent that any finding of fact is determined to be a conclusion of law, it is deemed so, and vice versa.

72. **Disclosure Statement, Solicitation Packages, and Solicitation Procedures**. The Disclosure Statement, the Solicitation Packages, and the Solicitation Procedures are **APPROVED** on a final basis in all respects pursuant to section 1125 of the Bankruptcy Code.

73. **Confirmation of the Plan.** The Plan, attached hereto as **Exhibit A**, as and to the extent modified by this Confirmation Order, is approved and **CONFIRMED** in its entirety pursuant to section 1129 of the Bankruptcy Code. All Plan documents necessary for implementation of the Plan, including those in the Plan Supplement, are hereby approved and incorporated herein by reference as an integral part of this Confirmation Order. The failure to include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, or any related document, agreement, or exhibit does not impair the effectiveness of that article, section, or provision, it being the intent of the Confirmation Order that the Plan, the Plan Supplement, and any related document, agreement, or exhibit are approved in their entirety**.**

74. **Headings**. Headings utilized in this Confirmation Order are for convenience of reference only and do not constitute a part of the Plan or this Confirmation Order for any other purpose.

75. **Objections**. All objections (including any reservations of rights contained therein) to approval of confirmation of the Plan that have not been withdrawn, waived, or settled prior to entry of this Confirmation Order, are not cured by the relief granted herein, or are not otherwise resolved as stated by the Debtor on the record of the Confirmation Hearing, are **OVERRULED** and **DENIED** on the merits and in their entirety, and all withdrawn objections are deemed withdrawn with prejudice.

76. **Deemed Acceptance of Plan.** In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims and Interests who voted to accept the Plan or who are conclusively presumed to accept the Plan are deemed to have accepted the Plan, as modified by the Plan Modifications and this Confirmation Order. No Holder of a Claim or Interest shall be permitted to change its vote as a consequence of the Plan Modifications.

77. **No Action Required**. Under section 1142(b) of the Bankruptcy Code and any other comparable provisions under applicable law, no action of the respective directors, equity holders, managers, or members of the Debtor is required to authorize the Debtor to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan, and any contract, assignment, certificate, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan.

78. **Immediate Binding Effect**. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 6006(d), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the

Debtor, the Plan Administrator, the Liquidation Trust, the Holders of Claims and Interests, the Released Parties, and each of their respective successors and assigns. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

79. Pursuant to section 1141 of the Bankruptcy Code, subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Confirmation Order, all prior orders entered in the Chapter 11 Case, all documents and agreements executed by the Debtor as authorized and directed thereunder, and all motions or requests for relief by the Debtor pending before this Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Debtor, the Plan Administrator, and the Liquidation Trust, as applicable, and their respective successors and assigns.

80. **Classification and Treatment.** The Plan's classification scheme is approved. The terms of the Plan shall govern the classification and treatment of Claims and Interests for purposes of the distributions to be made thereunder.

81. **Subordination of Claims.** The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan shall 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, contract, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtor, Wind Down Debtor, and Plan Administrator (as applicable) reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

82. **General Settlement of Claims and Interests.** 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 this Confirmation Order constitutes 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.

83. **Sources of Consideration for Plan Distributions.** Subject to the provisions of the Plan concerning the Professional Fee Escrow Account and Wind Down Account, distributions under the Plan shall be funded by, among other things (a) Cash on hand; (b) proceeds from the Sale Transaction; (c) the proceeds, if any, from prosecution or settlement of the Retained Causes of Action, and (d) proceeds from any other assets of the Debtor's estate or the Liquidation Trust.

84. **Vesting of the Assets in the Liquidation Trust.** 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 except as provided in the 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 may operate the Wind Down Debtor's business and may use, acquire, or dispose of the Wind Down Debtor's property, if any, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

85. **Retained Causes of Action.** In accordance with section 1123(b) of the Bankruptcy Code, the Liquidation Trust shall retain and the Plan Administrator may enforce all rights to commence and pursue as appropriate, any and all Retained Causes of Action and Causes of Action of the Debtor that are not otherwise transferred or sold pursuant to the Sale Transaction, whether arising before or after the Petition Date, and the Liquidation Trust's and Plan Administrator's rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtor pursuant to the releases and exculpations contained in the Plan, including Article XIII thereof, which shall be deemed released and waived by the Debtor, the Plan Administrator, and the Liquidation Trust as of the Effective Date. No Entity (other than the Released Parties) may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Plan Administrator or Liquidation Trust, will not pursue any and all available Causes of Action of the Debtor against it.

86. **Corporate Action.** On the Effective Date and following satisfaction of the Debtor's distribution and funding requirements set forth in the Plan, and any obligations under the Sale Documents, the Debtor and Wind Down Debtor shall have no further duties or responsibilities in connection with implementation of the Plan. Following the Effective Date, the Plan Administrator shall be the sole manager of the Wind Down Debtor, subject to the terms of the Liquidation Trust Agreement. The managers of the Debtor prior to the Effective Date shall have no continuing obligations to the 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. On or as soon as reasonably practicable after the Effective Date, 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.

87. **Cancellation of Existing Securities and Agreements.** Except for the purpose of evidencing a right to distribution under the Plan, and except as otherwise set forth in the Plan, 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 the 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 the Plan on account of such Claims. On the Effective Date, except as otherwise specifically provided for in the Plan: (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 shall be cancelled, terminated and of no further force or effect solely as to the Debtor, without further act or action,

and the Debtor, Wind Down Debtor, Liquidation Trust, and Plan Administrator 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 shall be automatically and fully released and discharged.

88. **Effectuating Documents; Further Transactions.** Upon entry of this Confirmation Order, the Debtor, the Wind Down Debtor, The Liquidation Trust, or the Plan Administrator (as applicable) shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, consents, certificates, resolutions, programs, and other agreements or documents, and take such acts and actions as may be reasonably necessary, or appropriate to effectuate, implement, consummate, and/or further evidence the terms and conditions of the Plan and any transactions described in or contemplated by the Plan. The Debtor, the Wind Down Debtor, Liquidation Trust, the Plan Administrator, all Holders of Claims or Interests receiving distributions pursuant to the Plan, and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents, and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

89. **Section 1146 Exemption from Certain Taxes and Fees.** To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any **transfer** from the Debtor to any Entity pursuant to or in connection with the Plan (including the Sale Transaction), including: (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the 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 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 this Confirmation Order directs 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. 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, the Plan.

90. **Sale Order.** Notwithstanding anything to the contrary herein, nothing in the Plan or this Confirmation Order shall affect, impair or supersede the Sale Order or Sale Documents, each of which remains in full force and effect and governs in the event of any inconsistency with the Plan.

91. **Authority to Act**. Prior to, on, or after the Effective Date (as appropriate) all matters expressly provided for under the Plan that would otherwise require approval of the stockholders, security holders, officers, directors, or other owners of the Debtor shall be deemed

to have occurred and shall be in effect prior to, on, or after the Effective Date (as applicable) pursuant to the applicable law of the state in which the Debtor is formed, without any further vote, consent, approval, authorization, or other action by such stockholders, security holders, officers, directors, or other owners of the Debtor or notice to, order of, nor hearing before the Bankruptcy Court.

92. **Assumption and Rejection of Executory Contracts and Unexpired Leases.** The provisions of Article XI regarding assumption, assignment, and rejection of Executory Contracts or Unexpired Leases are approved. Assumption of any Executory Contract or Unexpired Lease pursuant to the Sale Documents, Sale Order, or the Plan, and payment of any cure amounts relating thereto, shall, upon satisfaction of the applicable requirements of section 365 of the Bankruptcy Code, result in the full, final, and complete release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults or provisions restricting the change in control of ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **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 the 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.**

93. **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. For the avoidance of doubt, coverage for defense and indemnity under the Insurance Policies shall remain available to all individuals within the definition of "Insured" in the Insurance Policies. In addition, after the Effective Date, all officers, directors, agents, or employees of the Debtor who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of the Insurance Policies (including any "tail" policy) in effect or purchased as of the Effective Date for the full term of such policy regardless of whether such officers, directors, agents, and/or employees remain in such positions after the Effective Date to the extent set forth in the Insurance Policies.

94. **Distributions.** The procedures governing distributions contained in Article X of the Plan shall be, and hereby are, approved in their entirety. Except as otherwise set forth in the Plan or in this Confirmation Order, the timing of distributions required under the Plan or this Confirmation Order shall be made in accordance with and as set forth in the Plan, the Plan Supplement, or this Confirmation Order, as applicable.

95. Notwithstanding any other provision of the Plan, the Plan Supplement, or this Confirmation Order to the contrary, no distributions shall be made on account of Allowed Claims in any Class entitled to receive Pro Rata distributions until all Claims in such Class have been Allowed or Disallowed by Final Order, unless the Plan Administrator (or Disbursing Agent charged with making distributions under the Plan) has established and is maintaining a reserve (the "**Disputed Claims Reserve**") in an amount sufficient to pay Holders of Disputed Claims in such Class the distributions to which such Holders would be entitled if their Disputed Claims were Allowed in their full asserted amounts (or in such amount as estimated by the Bankruptcy Court

pursuant to section 502(c) of the Bankruptcy Code). Upon the establishment and funding of the Disputed Claims Reserve in accordance with this provision, the Plan Administrator or Disbursing Agent shall be authorized to commence Pro Rata distributions to Holders of Allowed Claims in the applicable Class as if all Disputed Claims in such Class had been Disallowed, with such distributions subject to adjustment upon the subsequent Allowance or Disallowance of Disputed Claims.

96. Upon the Allowance of any Disputed Claim for which a reserve has been maintained, the Plan Administrator or Disbursing Agent shall distribute to the Holder of such newly Allowed Claim, from the Disputed Claims Reserve, the Pro Rata distribution to which such Holder is entitled, together with any earnings or interest thereon to the extent provided by the Plan. Upon the Disallowance of any Disputed Claim by Final Order, the portion of the Disputed Claims Reserve attributable to such Disallowed Claim shall be released from the Disputed Claims Reserve and redistributed to Holders of Allowed Claims in the applicable Class in accordance with the distribution provisions of the Plan. The Plan Administrator may seek further relief from the Bankruptcy Court with respect to estimation of Claims or interim or partial distributions on account of Allowed Claims.

97. To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution to which such Holder is entitled under the Plan as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim.

No interest shall accrue or be paid on any Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Claim.

98. **Claims Register.** Any Claim that has been paid, satisfied, or assumed by the Successful Bidder in the Sale Transaction, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Debtor or the Plan Administrator, as applicable, without an objection to such Claim having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

99. **Professional Compensation.** Any Professional Person seeking allowance of a Professional 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 Professional Fee Claims must be filed and served no later than twenty-one (21) days after the Filing of the Professional Fee Claim. All requests for payment of professional fee claims of ordinary course professionals shall be made pursuant to the *Order Approving Procedures for the Retention and Compensation of Ordinary Course Professionals* [Docket No. 98] (the "**OCP Order")**. To the extent any professional fee claims of the ordinary course professionals governed by the OCP Order have not been allowed or paid pursuant to the OCP Order on or before the Effective Date, the amount of Professional Fee Claims owing to the OCPs shall be paid in Cash to such OCPs by the Debtor or Plan Administrator, as applicable, as soon as reasonably practicable after such professional fee claims are allowed pursuant to the OCP Order.

100. **Compliance with Tax Requirements.** Without limitation to the terms of the Plan, in connection with the Plan and all distributions under the Plan, 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 the Plan 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 the Plan or this Confirmation Order: (a) each Holder of an Allowed Claim that is to receive a distribution under the 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 the Plan shall be required to be made to or on behalf of such Holder pursuant to the 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.

101. Any party entitled to receive any property as an issuance or distribution under the Plan shall, upon request, deliver to the withholding agent or such other Person designated by the Debtor or Plan Administrator the appropriate Internal Revenue Service Form or other tax forms or documentation requested by the Debtor or Plan Administrator to reduce or eliminate any required federal, state, or local withholding. If the party entitled to receive such property as an issuance or distribution fails to comply with any such request for a one hundred eighty (180) day period

beginning on the date after the date such request is made, the amount of such issuance or distribution shall irrevocably revert to the Liquidation Trust and any Claim in respect of such distribution under the Plan shall be forever barred from assertion against the Debtor, the Wind Down Debtor, the Liquidation Trust, the Plan Administrator, or their respective property.

102. **Waiver or Estoppel.** Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, as an Other Secured Claim, or not subordinated, by virtue of an agreement made with the Debtor or its counsel (or any other Entity), if such agreement was not disclosed in the Plan, the Sale Orders, the Plan Supplement, the Disclosure Statement, or other papers filed with the Bankruptcy Court or evidenced by a written instrument acknowledged by the Debtor or its counsel before the Confirmation Date.

103. **Debtor Releases, Third-Party Release, Exculpations, Injunction, and Related Provisions under the Plan.** The discharge, releases, injunctions, exculpations, and related provisions set forth in Article XIII of the Plan are incorporated herein in their entirety, are hereby approved and authorized in all respects, are so ordered, and shall be immediately effective on the Effective Date without further order or action on the part of this Court or any other party.

104. **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 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.

105. **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.

106. **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 the 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, the 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 the 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 the Plan or the solicitation of votes on the 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 the 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 the Plan or any Restructuring Transactions or assumed pursuant to the 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 this 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 Section 13.2 of the Plan 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.

107. **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.**

108. **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, the 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 the 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 the Plan or the solicitation of votes on the 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 the 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 the Plan or any Sale Transaction or assumed pursuant to the 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

therein; or (2) any retained Causes of Action, including, without limitation, as set forth on the Schedule of Retained Causes of Action.

109. **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; (5) in the best interests of the Debtor and its Estate; (6) fair, equitable, and reasonable; (7) 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 (8) 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.**

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

111. **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, the Plan; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; the issuance of securities under or in connection with the 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 the 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 the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the 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 Section 13.4 of the Plan 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.

112. **Injunction. Except as otherwise provided in the Plan or for obligations issued pursuant to the Plan, 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 of the Plan, 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.

113. **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 of the Plan 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.

114. **Release of Liens**. Except as otherwise provided in this Confirmation Order, the Plan, 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, Wind Down Debtor, Liquidation Trust, or Plan Administrator, as applicable 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, Wind Down Debtor, Liquidation Trust, or Plan Administrator, as applicable, 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 this 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.

115. 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, after such indefeasible payment in full, 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.

116. ***Claims of Governmental Units.*** Nothing in the Confirmation Order or the Plan regarding the Third-Party Release or Exculpation shall effect a release of any claim by the United States Government or any of its agencies or any state and local authority whatsoever, including without limitation any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any party or person, nor shall anything in the Confirmation Order or the Plan enjoin the United States or any state or local authority from bringing any claim, suit, action, or other proceedings against any party or person for any liability of such persons whatever, including without limitation any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against such persons, nor shall anything in the Confirmation Order or the Plan exculpate any party or person from any liability to the United States Government or any of its agencies or any state and local authority whatsoever, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any party or person. For the avoidance of doubt, nothing in this paragraph shall alter, limit, or otherwise affect the classification, allowance, or treatment of any Claim by a Governmental Unit or any other party

against the Debtor, its Estate, the Wind Down Debtor, or Liquidation Trust, or any distributions or payments to be made on account of any such Claims, in each case as provided under the Plan.

117. ***Clay County Appraisal District***. Notwithstanding anything in Plan or Confirmation Order, pursuant to the Sale Order, the secured taxes for tax years 2025 and 2026 (the "**Clay CAD Tax Claims**") owing to Clay County Appraisal District ("**Clay CAD**") shall remain attached to the taxable property until the Clay CAD Tax Claims are paid in full. The Debtor shall pay the 2025 taxes in full at closing of the Sale Transaction together with applicable statutory interest. In the event that any of the 2025 Clay CAD Tax Claims are disputed, funds sufficient to pay the disputed Clay CAD Tax Claims, along with applicable interest, shall be placed in a segregated account and shall not be paid to any other party until the dispute is resolved by agreement of the parties or by order of this Court. The Purchaser shall assume full responsibility for the 2026 taxes and shall pay the 2026 taxes in full when due. If not timely paid, the Clay CAD may proceed with non-bankruptcy collections against the Purchaser and the property, without leave or approval of the Court. All parties' rights to object to the priority, validity, amount and extent of the Clay CAD Tax Claims and the asserted liens are fully preserved.

118. **Term of Injunctions or Stays.** Except as otherwise provided in the Plan or in this Confirmation Order, to the maximum extent permitted by applicable law and subject to the Bankruptcy Court's post-confirmation jurisdiction to modify the injunctions and stays under the Plan, (1) all injunctions with respect to or stays against an action against property of the Debtor or the Debtor's Estate arising under or entered during the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code, and in existence on the date the Confirmation Order is entered, shall remain in full force and effect until such property is no longer property of the Debtor or the Debtor's Estate; and (2) all other injunctions and stays arising under or entered during the Chapter

11 Case under sections 105 or 362 of the Bankruptcy Code shall remain in full force and effect until the earliest of (a) the date that the Chapter 11 Case is closed pursuant to a final order of the Bankruptcy Court, or (b) the date that the Chapter 11 Case is dismissed pursuant to a final order of the Bankruptcy Court. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect indefinitely.

119. **Nonseverability of Plan Provisions.** Each term and provision of the Plan is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the consent of the Debtor or Plan Administrator, as applicable; and (c) nonseverable and mutually dependent.

120. **Post-Confirmation Reports.** The Debtor shall file all monthly operating reports due prior to the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Debtor and the Plan Administrator, as applicable, shall remain obligated to file post-confirmation quarterly reports and to pay quarterly fees to the U.S. Trustee until the earliest of the Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. Notwithstanding anything to the contrary herein, the U.S. Trustee shall not be required to file a Proof of Claim or any other request for payment of quarterly fees.

121. **Amendments.** Following the entry of this Confirmation Order, and as more particularly provided in Section 15.2 of the Plan, the Debtor may amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

122. **Applicable Non-Bankruptcy Law.** The provisions of this Confirmation Order, the Plan and related documents, or any amendments or modifications thereto, shall apply and be

enforceable notwithstanding any otherwise applicable non-bankruptcy law or any requirements related thereto.

123. **Government Approvals Not Required.** This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state, federal, or other governmental authority with respect to the dissemination, implementation, or consummation of the Plan and the Disclosure Statement, any certifications, documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement.

124. **Reporting.** After entry of this Confirmation Order, the Debtor or the Plan Administrator, as applicable, shall have no obligation to file with the Bankruptcy Court, serve on any parties, or otherwise provide any party with any other report that the Debtor were obligated to provide under the Bankruptcy Code or an order of the Bankruptcy Court, including obligations to provide (a) any reports to any parties otherwise required under the "first" and "second" day orders entered in this Chapter 11 Case and (b) monthly operating reports (even for those periods for which a monthly operating report was not filed before the Effective Date); *provided* that the Debtor or Plan Administrator, as applicable, will comply with the U.S. Trustee's quarterly reporting requirements and any reporting requirements under the Liquidation Trust Agreement.

125. **Notice of Effective Date.** The Debtor or the Plan Administrator, as applicable, shall serve notice of entry of this Confirmation Order, of the occurrence of the Effective Date, and of applicable deadlines in the form attached as **Exhibit B** hereto (the "**Notice of Effective Date**") in accordance with Bankruptcy Rules 2002 and 3020(c) on all parties served with notice of the Confirmation Hearing within seven (7) Business Days after the Effective Date; *provided* that no notice of any kind shall be required to be mailed or made upon any Entity to whom the Debtor

mailed notice of the Confirmation Hearing, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," or "forwarding order expired," or similar reason, unless the Debtor has been informed in writing by such Entity, or is otherwise aware, of that Entity's new address. For those parties receiving electronic service, filing on the docket is deemed sufficient to satisfy such service and notice requirements.

126. The Notice of Effective Date will have the effect of an order of the Bankruptcy Court, will constitute sufficient notice of the entry of this Confirmation Order to filing and recording officers, and will be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law. The above-referenced notices are adequate under the particular circumstances of this Chapter 11 Case and no other or further notice is necessary.

127. **Substantial Consummation.** On the Effective Date, the Plan shall be deemed to be substantially consummated (within the meaning set forth in section 1101 of the Bankruptcy Code) pursuant to section 1127(b) of the Bankruptcy Code.

128. **Effect of Conflict.** This Confirmation Order supersedes any Court order issued prior to the Confirmation Date that may be inconsistent with this Confirmation Order. If there is any inconsistency between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order govern and control.

129. **Final Order.** For good cause shown, the stay of this Confirmation Order provided by any Bankruptcy Rule is waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by this Court. This Confirmation Order is a Final Order and shall be effective and enforceable immediately upon entry, and its provisions shall be self-executing.

130. **Retention of Jurisdiction.** The Bankruptcy Court may properly, and upon the Effective Date shall, to the full extent set forth in the Plan, retain jurisdiction over all matters

arising out of, and related to, the Chapter 11 Case, including the matters set forth in Article XIV of the Plan and section 1142 of the Bankruptcy Code.

Dated _____, 2026
Houston, Texas

_____
ALFREDO R. PÉREZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit A
Plan

Exhibit B
Notice of Effective Date

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 (I) ENTRY OF ORDER APPROVING THE DEBTOR'S AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN ON A FINAL BASIS AND CONFIRMING THE PLAN AND (II) OCCURRENCE OF THE EFFECTIVE DATE

On [●], 2026, the Honorable Alfredo R. Perez, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") entered the *Order Approving the Debtor's Amended Combined Disclosure Statement and Chapter 11 Plan on a Final Basis and Confirming the Plan* [Docket No. [●]] (the "**Confirmation Order**") (i) approving, on a final basis, the disclosure statement (the "**Disclosure Statement**") contained in the *Amended Combined Disclosure Statement and Chapter 11 Plan* [Docket No. 141] (as the same may be altered, amended, or modified from time to time "**Combined Disclosure Statement and Plan**") and (ii) confirming the Plan.[2]

The Effective Date of the Plan occurred on [●], 2026.

The Holder of an Administrative Expense Claim, other than (i) Professional 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 thirty (30) days after the Effective 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. Objections to any Administrative Expense Claim may be filed as set forth in the Plan. **FAILURE TO FILE AND SERVE SUCH PROOF OF ADMINISTRATIVE EXPENSE CLAIM TIMELY AND PROPERLY SHALL RESULT IN SUCH CLAIM BEING FOREVER BARRED AND**

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

[2] Unless otherwise defined, all capitalized terms shall have the meanings provided in the Confirmation Order or Combined Disclosure Statement and Plan, as applicable.

DISALLOWED. 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.

Any Professional Person seeking allowance of a Professional 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 Professional Fee Claims must be Filed and served no later than twenty-one (21) days after the Filing of the Professional Fee Claim.

Copies of the Combined Disclosure Statement and Plan and the Confirmation Order may be obtained free of charge by visiting the website maintained by Verita Global, LLC at https://www.veritaglobal.net/shannon. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at https://www.pacer.gov/. Please note that a PACER password and login are required to access documents via PACER.

The Plan and the provisions thereof are binding on the Debtor, the Wind Down Debtor, any holder of a Claim against, or Interest in, the Debtor and such holder's respective successors and assigns, whether or not such Claim or Interest is impaired under the Plan and whether or not such holder voted to accept or reject the Plan.

The Plan and the Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and the Confirmation Order in their entirety.

Houston, Texas
Dated:

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