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

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

DEBTOR'S EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) CONDITIONALLY APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT, (II) APPROVING THE SOLICITATION PROCEDURES AND SOLICITATION PACKAGES, (III) SCHEDULING A COMBINED HEARING, (IV) ESTABLISHING PROCEDURES FOR OBJECTING TO THE PLAN AND FINAL APPROVAL OF THE DISCLOSURE STATEMENT, (V) APPROVING THE FORM, MANNER, AND SUFFICIENCY OF NOTICE OF THE COMBINED HEARING, AND (VI) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 3:30 p.m. (prevailing Central Time) on April 22, 2026.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on April 22, 2026 at 3:30 p.m. (prevailing Central Time) in Courtroom 400, 4th Floor, Bob Casey United States Courthouse, 515 Rusk Street, Houston, Texas 77002.

You may participate in the hearing either in person or by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Pérez's conference room number is 282694. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Pérez's homepage. The meeting code is "JudgePerez". Click the settings icon in the upper right corner and enter your name under the personal information setting.

[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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Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Pérez's homepage. Select the case name, complete the required fields and click "Submit" to complete your appearance.

The debtor and debtor in possession in the above-captioned case (the "**Debtor**") hereby submits this motion (the "**Motion**") for entry of an order, substantially in the form attached hereto (the "**Order**"), (i) conditionally approving the adequacy of the disclosure statement (as amended, modified, or supplemented from time to time, the "**Disclosure Statement**") embodied within the *Combined Disclosure Statement and Chapter 11 Plan* (the "**Combined Disclosure Statement and Plan**")[2]; (ii) approving solicitation and voting procedures with respect to the plan (as amended, modified, or supplemented from time to time, the "**Plan**") embodied within the Combined Disclosure Statement and Plan filed substantially contemporaneously herewith, including (a) fixing the Voting Record Date, (b) approving the Solicitation Package (each as defined below) and procedures for distribution to parties in interest, (c) approving the form of the Ballots (as defined below) and solicitation materials and establishing procedures for voting, and (d) approving procedures for vote tabulation; (iii) approving the form, manner, and sufficiency of the Combined Hearing Notice (as defined below) and establishing related notice and objection procedures; and (iv) granting related relief. In further support of this Motion, the Debtor respectfully states as follows:

PRELIMINARY STATEMENT

1. The Debtor files this Motion to facilitate the swift confirmation of a chapter 11 plan. As further described in the Combined Disclosure Statement and Plan, the Plan implements a liquidation or restructuring following the sale of the Debtor's assets or equity. To that end, the

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration (defined below) or the Combined Disclosure Statement and Plan, as applicable.

Debtor is seeking to close a liquidation or restructuring transaction and confirm a chapter 11 plan as quickly as the Court's schedule and the requisite notice periods will permit. The Debtor is confident that confirmation of the Plan, in parallel with the Sale Process established under the Bidding Procedures Order, represents the best avenue for the Debtor to maximize the value of its estate for the benefit of all stakeholders.

RELIEF REQUESTED

2. By this Motion, the Debtor seeks entry of the Order:

a. conditionally approving the adequacy of the Disclosure Statement;

b. scheduling a hearing (the "**Combined Hearing**") to consider final approval of the Disclosure Statement and confirmation of the Plan;

c. approving the solicitation procedures set forth herein (the "**Solicitation Procedures**") with respect to the Plan, including approving the Solicitation Packages (as defined herein) and the forms of Ballots and Notice of Non-Voting Status (each as defined herein), establishing a voting record date and voting deadline, and approving the vote tabulation procedures;

d. finding that the solicitation materials and documents included in the Solicitation Package (as defined herein) comply with rules 3017(d) and 2002(b) of the Federal Rules of Bankruptcy Procedure, as modified by the Order;

e. establishing the deadline to object to confirmation of the Plan and final approval of the Disclosure Statement (the "**Objection Deadline**");

f. approving the form and manner of the publication notice of the Combined Hearing (the "**Publication Notice**");

g. approving the form of notice to counterparties to Executory Contracts and Unexpired Leases that may be assumed or assumed and assigned pursuant to the Plan (the "**Cure Notice**")[3];

[3] The Bidding Procedures Order and the Bidding Procedures provide for an Assumption and Assignment Notice Deadline and Supplemental Assumption and Assignment Notice Deadline. This additional notice process relating to executory contracts as further outlined in Article XI of the Combined Disclosure Statement, Plan Supplements, and those Assumption and Assignment Procedures outlined in the Bidding Procedures.

h. establishing certain dates and deadlines with respect to the schedule for confirmation of the Plan, subject to modification if necessary;

i. approving the form and manner of notice of the Combined Hearing (the "**Combined Hearing Notice**"); and

j. granting related relief.

3. The following table provides certain proposed dates and deadlines related to the confirmation schedule requested by this Motion:

Event	Date and Time (all in prevailing Central Time)	Description
Voting Record Date	April 24, 2026	The date to determine which Holders of Claims are entitled to vote to accept or reject the Plan (the "**Voting Record Date**").
Publication Deadline	As soon as practicable after entry of the Order	Date by which the Debtor will publish the Publication Notice.
Claim or Interest Objection for Voting Purposes	May 13, 2026	Date by which the Debtor will object to any Proof of Claim or proof of Interest for purposes of establishing the right to vote to accept or reject the Plan or which Voting Class is applicable to the Holder of a Claim or Interest.
Deadline to File and Serve Cure Notice	May 13, 2026	Deadline for Debtor to file the Plan Assumed Contracts List (as defined in the Plan) and serve the Cure Notice notifying counterparties of, among other things, their proposed treatment under the Plan, their related Cure Claim, and the procedures to object to the assumption, assumption and assignment, or related Cure Claim for such counterparty's respective Executory Contract(s) and/or Unexpired Lease(s).
Solicitation Deadline	April 29, 2026	Date by which the Debtor will (a) conclude the process of soliciting votes to accept or reject the Plan from (i) Holders of Claims that are scheduled by the Debtor, (ii) parties that filed a timely, valid written proof of claim in this Chapter 11 Case (a "**Proof of Claim**") on or before the Voting Record Date, and (iii) Holders of Interests, and (b) distribute a Notice of Non-Voting Status to (i) Holders of Claims that are

Event	Date and Time (all in prevailing Central Time)	Description
		scheduled by the Debtor and (ii) parties that filed a Proof of Claim on or before the Voting Record Date that are not entitled to vote to accept or reject the Plan (the "**Solicitation Deadline**").
Plan Supplement Deadline	May 20, 2026	Date by which the Debtor will file its plan supplement and related documents ("**Plan Supplement**").
Deadline for Motion to Temporarily Allow Claim or Interest for Voting Under Bankruptcy Rule 3018	May 27, 2026 at 4:00 p.m.	Date by which the Holder of any Claim or Interest to which the Debtor has filed an objection must file a motion to temporarily allow a Claim or Interest for voting.
Voting Deadline	May 27, 2026 at 4:00 p.m.	Deadline by which (a) Holders of Claims and Interests entitled to vote on the Plan must vote to accept or reject the Plan and (b) Holders of Claims in Non-Voting Classes (as defined below) may submit opt-out forms (the "**Voting Deadline**"). For the avoidance of doubt, for a vote to be timely, it must be actually received by the Claims Agent by the Voting Deadline.
Objection Deadline	May 27, 2026 at 4:00 p.m.	Deadline by which parties in interest may object to the adequacy of the Disclosure Statement on a final basis or object to confirmation of the Plan.
Deadline to File Voting Report	June 1, 2026	Date by which the report tabulating the voting on the Plan (the "**Voting Report**") shall be filed with the Court.
Combined Hearing	June 3, 2026 at 9:00 a.m.	Date for the Combined Hearing.

JURISDICTION AND VENUE

4. The United States Bankruptcy Court for the Southern District of Texas (the "**Court**") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding under 28 U.S.C. § 157(b). The Debtor confirms its consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

5. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The bases for the relief requested herein are sections 105(a), 1125, 1126 and 1128 of title 11 of the United States Code (the "**Bankruptcy Code**"), rules 2002, 3001, 3016, 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and rules 3016-2 and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Local Rules**"), and paragraphs 40-43 of the *Procedures for Complex Cases in the Southern District of Texas* (the "**Complex Case Procedures**").

BACKGROUND

7. On January 25, 2026 (the "**Petition Date**"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the above-captioned chapter 11 case (the "**Chapter 11 Case**"). The Debtor continues to operate its business as the debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in this Chapter 11 Case.

8. A detailed description of the Debtor and its business, including the facts and circumstances giving rise to the Chapter 11 Case, is set forth in the *Declaration of John Shepherd*

in Support of Chapter 11 Petition and First Day Motions [ECF No. 14] (the "**First Day Declaration**"), and incorporated herein by reference.

SUMMARY OF PLAN TREATMENT

9. The Plan classifies Claims against and Interests in the Debtor, and provides for the treatment of each Class as follows:[4]

Class	Claims or Interests	Treatment	Impaired or Unimpaired	Entitlement to Vote
1	Priority Non-Tax Claims	The legal, equitable and contractual rights of the Holders of Allowed Priority Non-Tax Claims are unaltered by the Plan. In full and final satisfaction, compromise, settlement, release, and discharge of each Allowed Priority Non-Tax Claim, except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to a lesser treatment, on the applicable Distribution Date, each Holder of an Allowed Priority Non-Tax Claim shall receive (at the election of the Debtor or Plan Administrator): (i) Cash from the Wind Down Account in an amount equal to such Allowed Claim; or (ii) such other treatment that will render such Allowed Priority Non-Tax Claim unimpaired pursuant to section 1124 of the Bankruptcy Code. Provided, that (i) in the event of a New Equity Transaction, notwithstanding any provision of the Plan to the contrary,	Unimpaired	No (deemed to accept)

[4] This summary is for ease of reference only and shall not limit, modify, or amend the proposed treatment set forth in the Plan, which, in the event of any inconsistency, shall govern. Subject to the terms of the Plan, each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent less favorable treatment is agreed to by the Debtor, the Reorganized Debtor or the Wind Down Debtor, as applicable, and the Holder of such Allowed Claim or Allowed Interest. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest shall receive such treatment on the later of the Effective Date and the date such Holder's Claim or Interest becomes an Allowed Claim or Interest or as soon as reasonably practicable thereafter.

Class	Claims or Interests	Treatment	Impaired or Unimpaired	Entitlement to Vote
		any Priority Non-Tax Claim that is designated in the New Equity Documents to be an Assumed Liability of the Reorganized Debtor, shall be assumed by and reinstated against the Reorganized Debtor and shall not be an obligation of the Debtor, its Estate, or the Liquidation Trust; and (ii) in the event of a Sale Transaction, any Priority Non-Tax Claim that is designated in the Sale Documents to be an Assumed Liability of the Successful Bidder shall be assumed by the Successful Bidder and shall not be an obligation of the Debtor, its Estate, the Wind Down Debtor, or the Liquidation Trust.		
2	Other Secured Claims	The legal, equitable and contractual rights of the Holders of Allowed Other Secured Claims are unaltered by the Plan. In full and final satisfaction, compromise, settlement, release, and discharge of each Allowed Other Secured Claim, except to the extent that a Holder of an Allowed Other Secured Claim agrees to a different treatment, on the applicable Distribution Date each Holder of an Allowed Other Secured Claim shall receive: (i) Cash in an amount equal to such Allowed Claim; or (ii) such other treatment that will render such Other Secured Claim unimpaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that, to the extent consistent with the Cash Collateral Budget, Other Secured Claims incurred by a Debtor in the ordinary course of business may be paid in the ordinary course of business in accordance with the terms and	Unimpaired	No (deemed to accept)

Class	Claims or Interests	Treatment	Impaired or Unimpaired	Entitlement to Vote
		conditions of any agreements relating thereto, without further notice to or order of the Bankruptcy Court; provided, further, that (i) in the event of a New Equity Transaction, notwithstanding any provision of the Plan to the contrary, any Other Secured Claim that is designated in the New Equity Documents to be an Assumed Liability of the Reorganized Debtor, shall be assumed by and reinstated against the Reorganized Debtor and shall not be an obligation of the Debtor, its Estate, or the Liquidation Trust; and (ii) in the event of a Sale Transaction, any Other Secured Claim that is designated in the Sale Documents to be an Assumed Liability of the Successful Bidder shall be assumed by the Successful Bidder and shall not be an obligation of the Debtor, its Estate, the Wind Down Debtor, or the Liquidation Trust. Each Holder of an Allowed Other Secured Claim shall retain the Liens securing its Allowed Other Secured Claim as of the Effective Date until full and final satisfaction of such Allowed Other Secured Claim is made as provided herein. Upon the full payment or other satisfaction of each Allowed Other Secured Claim in accordance with the Plan, the Liens securing such Allowed Other Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person and the Holder of such Claims		

Class	Claims or Interests	Treatment	Impaired or Unimpaired	Entitlement to Vote
		shall deliver to the Debtor, Reorganized Debtor, or Plan Administrator, as applicable, any Collateral or other property of the Debtor held by such Holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Claims that may be reasonably required to terminate any related financing statements, guaranties, or lis pendens, or similar interests or documents. Furthermore, upon full payment or other satisfaction of the foregoing Claims, on or after the Effective Date the Debtor, Reorganized Debtor, or Plan Administrator, as applicable, at its expense, may, in its sole discretion, take any action necessary to terminate, cancel, extinguish, or evidence the release of any and all guaranties, pledges, and other security interests with respect to such Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any guaranties, mortgages, deeds of trust, Liens, pledges, and other security interests, including, without limitation, UCC-3 termination statements.		
3	Prepetition Secured Obligations Claims	(i) On the Effective Date, as provided in the Final Cash Collateral Order, the Prepetition Secured Obligations shall be Allowed under this Plan in the prepetition principal amount set forth in the Final Cash Collateral Order, plus accrued and unpaid prepetition interest, fees and expenses (including advisory fees) subject to	Impaired	Yes

Class	Claims or Interests	Treatment	Impaired or Unimpaired	Entitlement to Vote
		reimbursement under the Credit Documents. In full and final satisfaction, compromise, settlement, release, and discharge of the Prepetition Secured Obligations, except to the extent that the Prepetition Secured Parties agree to less favorable treatment, on the Effective Date, the Prepetition Secured Parties shall receive the Net Restructuring Transaction Proceeds, in Cash, up to the Allowed amount of the Prepetition Secured Obligations, plus postpetition interest and professional fees to the extent of available Net Restructuring Transaction Proceeds; and (ii) In the event the Prepetition Secured Obligations are not satisfied in full on the Effective Date from the Net Restructuring Transaction Proceeds, (x) first, the Plan Administrator shall distribute to the Prepetition Secured Parties the proceeds of any Collateral securing the Prepetition Secured Obligations that are Liquidation Trust Assets, if any, up to the Allowed amount of the Prepetition Secured Obligations; and (y) second, to the extent there is Cash available for distribution from the Liquidation Trust after satisfaction in full of all Allowed General Unsecured Claims, then such Cash shall be paid to the Prepetition Secured Parties up to the Allowed amount of the Prepetition Secured Obligations; provided, however, prior to making any distribution under this paragraph, the Plan Administrator must first ensure there is a sufficient reserve in the Liquidation Trust to satisfy all Liquidation Trust Expenses and the Wind Down Amount.		

Class	Claims or Interests	Treatment	Impaired or Unimpaired	Entitlement to Vote
4	General Unsecured Claims	In full and final satisfaction, compromise, settlement, release, and discharge of each Allowed General Unsecured Claim against the Debtor, except to the extent that a Holder of a General Unsecured Claim agrees to less favorable treatment, on the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed General Unsecured Claim against the Debtor shall receive its Pro Rata share of the Liquidation Trust Interests entitling each holder of Allowed General Unsecured Claims to receive its Pro Rata share of distributions from the Liquidation Trust up to the full Allowed amount of such holder's General Unsecured Claim; provided, that (i) in the event of a New Equity Transaction, notwithstanding any provision of the Plan to the contrary, any General Unsecured Claim that is designated in the New Equity Documents to be an Assumed Liability of the Reorganized Debtor, shall be assumed by and reinstated against the Reorganized Debtor and shall not be an obligation of the Debtor, its Estate, or the Liquidation Trust; and (ii) in the event of a Sale Transaction, any General Unsecured Claim that is designated in the Sale Documents to be an Assumed Liability of the Successful Bidder shall be assumed by the Successful Bidder and shall not be an obligation of the Debtor, its Estate, the Wind Down Debtor, or the Liquidation Trust.	Impaired	Yes
5	510(b) Claims	In full and final satisfaction, compromise, settlement, release, and discharge of each Allowed 510(b)	Impaired	Yes

Class	Claims or Interests	Treatment	Impaired or Unimpaired	Entitlement to Vote
		Claim, except to the extent that a Holder of an Allowed 510(b) Claim agrees to less favorable treatment, and conditioned upon satisfaction in full in Cash of all Allowed Claims that are senior to 510(b) Claims in priority of payment pursuant to the Bankruptcy Code (after taking into account a sufficient reserve to satisfy all Liquidation Trust Expenses), each Holder of a 510(b) Claim against the Debtor shall receive its Pro Rata share of the remaining Cash available for distribution from the Liquidation Trust.		
6	Existing Equity Interests	In full and final satisfaction, compromise, settlement, release, and discharge of each Allowed Existing Equity Interest, except to the extent that a Holder of an Allowed Existing Equity Interest agrees to less favorable treatment, and conditioned upon satisfaction in full in Cash of all Allowed Claims that are senior to Existing Equity Interests in priority of payment pursuant to the Bankruptcy Code (after taking into account a sufficient reserve to satisfy all Liquidation Trust Expenses) each Holder of an Existing Equity Interest Claim against the Debtor shall receive its Pro Rata share of the remaining Cash available for distribution from the Liquidation Trust.	Impaired	Yes

Proposed Solicitation Procedures

10. The Debtor has prepared the Disclosure Statement, which describes, among other things, the Debtor's proposed liquidation or restructuring following the sale of the Debtor's assets

or equity and its effects on Holders of Claims against and Interests in the Debtor. The proposed Solicitation Procedures provide that, on or before the Solicitation Deadline, the Debtor, through its claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Claims Agent**"), will mail to the Holders of Claims, as of the Voting Record Date, in Class 3 (Prepetition Secured Obligations Claims), Class 4 (General Unsecured Claims), Class 5 (510(b) Claims), and Class 6 (Existing Equity Interests) (such classes, the "**Voting Classes**"), the following materials in connection with voting on the Plan (the "**Solicitation Package**"): (a) the Combined Disclosure Statement and Plan (as it may be amended) and any related exhibits thereto; (b) a copy of the Order entered by this Court (without exhibits) approving, among other things, the Disclosure Statement on a conditional basis and the Solicitation Procedures; (c) the appropriate ballot with voting instructions for each Holder; and (d) the Combined Hearing Notice. Copies of the documents provided in the Solicitation Package may also be downloaded and/or viewed free of charge by all parties in interest at the website maintained by the Claims Agent at https://www.veritaglobal.net/shannon/ or by contacting the Claims Agent (i) via email at shannonwindinfo@veritaglobal.com (with "Shannon Wind Solicitation Inquiry" in the subject line) or (ii) by calling the Debtor's restructuring hotline at (866) 967-1781 (U.S./Canada) or +1 (310) 751-2681 (International).

11. The instructions on the Ballots advise the Holders in Voting Classes that, to be counted, their Ballots must be properly executed, completed, and delivered to the Claims Agent so that the Ballots are **actually received** by the Claims Agent on or before **May 27, 2026 at 4:00 p.m. (prevailing Central Time)**, unless such time is extended by the Debtor. The Debtor anticipates commencing solicitation of the Plan promptly after entry of the Order, to be completed on or before the Solicitation Deadline.

12. Holders of Class 1 (Priority Non-Tax Claims) and Class 2 (Other Secured Claims) (such Classes, the "**Non-Voting Classes**") will not be provided the Solicitation Package because such Holders are unimpaired under, and conclusively presumed to accept, the Plan pursuant to section 1126(f) of the Bankruptcy Code. Notwithstanding the foregoing, as discussed further herein, for purposes of effectuating the releases set forth in the Plan, the Debtor proposes to send a notice providing notification of non-voting status ("**Notice of Non-Voting Status**"), which includes the Third-Party Release Opt-Out Form, to all Holders in the Non-Voting Classes contemporaneously with its distribution of the Solicitation Packages to Holders in the Voting Classes. Such notices will include instructions on how to, at their election, opt-out of the releases set forth in the Plan by returning the Third-Party Release Opt-Out Form on or before the Voting Deadline.

13. In compliance with section 1123(a)(1) of the Bankruptcy Code and as reflected in Articles II and III of the Plan, certain administrative and priority tax Claims are not classified under the Plan. *See* 11 U.S.C. § 1123(a)(1) (providing for classification of claims other than administrative and priority tax claims). As such, Holders of such Claims are not entitled to vote on the Plan and will not be provided the Solicitation Package; however, the Claims Agent will send Holders of such Claims the Combined Hearing Notice.

BASIS FOR RELIEF

A. The Court Should Conditionally Approve the Disclosure Statement

14. Pursuant to section 1125(b) of the Bankruptcy Code, "[a]n acceptance or rejection of a plan may not be solicited . . . unless . . . a written disclosure statement [is] approved . . . by the court as containing adequate information." 11 U.S.C. § 1125(b). Section 1125(a)(1) of the Bankruptcy Code defines "adequate information" as follows:

> information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan . . .

11 U.S.C. § 1125(a)(1). *See also In re J.D. Mfr., Inc.*, 2008 WL 4533690, at *2 (Bankr. S.D. Tex. Oct. 2, 2008) ("'Adequacy' of information is a determination that is relative both to the entity (e.g.[,] assets/business being reorganized or liquidated) and to the sophistication of the creditors to whom the disclosure statement is addressed."); *In re U.S. Brass Corp.*, 194 B.R. 420, 423 (Bankr. E.D. Tex. 1996) (stating that "[t]he purpose of the disclosure statement is . . . to provide enough information to interested persons so they may make an informed choice…"). Congress intended the determination of whether a disclosure statement contains adequate information to be a flexible, fact-specific inquiry left to the Court's discretion:

> Precisely what constitutes adequate information in any particular instance will develop on a case-by-case basis. Courts will take a practical approach as to what is necessary under the circumstances of each case, such as the cost of preparation of the statements, the need for relative speed in solicitation and confirmation, and, of course, the need for investor protection. There will be a balancing of interests in each case. In reorganization cases, there is frequently great uncertainty. Therefore the need for flexibility is greatest.

H.R. Rep. 95-595, at 409 (1977), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6365. *See also Mabey v. Sw. Elec. Power Co. (In re Cajun Elec. Power Co-op., Inc.)*, 150 F.3d 503, 518 (5th Cir. 1998) ("The legislative history of § 1125 indicates that, in determining what constitutes 'adequate information' with respect to a particular disclosure statement . . . the kind and form of information are left essentially to the judicial discretion of the court and that the information required will necessarily be governed by the circumstances of the case.") (internal quotations omitted); *Oneida Motor Freight, Inc.* v. *United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) (observing that "adequate information will be determined by the facts and circumstances of each case"); *Tex.*

Extrusion Corp. v. *Lockheed Corp. (In re Tex. Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988) (opining that what constitutes adequate information is "subjective[,]" "made on a case by case basis[,]" and "largely in the discretion of the bankruptcy court").

15. In making a determination as to whether a disclosure statement contains adequate information as required by section 1125 of the Bankruptcy Code, courts typically look for disclosures related to topics such as:

a. the events that led to the filing of a bankruptcy petition;

b. the relationship of the debtor with its affiliates;

c. a description of the available assets and their value;

d. the anticipated future of the company;

e. the source of information stated in the disclosure statement;

f. the present condition of the debtor while in chapter 11;

g. the scheduled claims;

h. the estimated return to creditors under a chapter 7 liquidation;

i. the chapter 11 plan or a summary thereof;

j. financial information, valuations, and projections relevant to the creditors' decision to accept or reject the chapter 11 plan;

k. information relevant to risks posed to creditors under the plan;

l. the actual or projected realizable value from recovery of preferential or otherwise avoidable transfers;

m. litigation likely to arise in a non-bankruptcy context; and

n. tax attributes of the debtor.

See In re U.S. Brass Corp., 194 B.R. at 424-25 (citing *In re Metrocraft Pub. Servs., Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984)); *see also In re Phoenix Petroleum Co.*, 278 B.R. 385, 393 (Bankr. E.D. Pa. 2001) (citing factors that courts have considered in determining the adequacy of

information provided in a disclosure statement); *In re Scioto Valley Mortg. Co.*, 88 B.R. 168, 170-71 (Bankr. S.D. Ohio 1988) (setting forth a non-exhaustive list of 19 categories of information that may be included in a disclosure statement). Disclosure regarding all of the aforementioned topics is not necessary in every case. *See In re U.S. Brass*, 194 B.R. at 425; *see also In re Phoenix Petroleum*, 278 B.R. at 393 ("[C]ertain categories of information which may be necessary in one case may be omitted in another; no one list of categories will apply in every case.").

16. Here, the Disclosure Statement is comprehensive and contains adequate information within the meaning of section 1125 of the Bankruptcy Code. The Disclosure Statement contains detailed information with respect to, among other things, (a) the Plan, (b) the Debtor's business operations, (c) key events leading to the commencement of the Chapter 11 Case, (d) the Debtor's prepetition indebtedness, (e) projected recoveries that would be relevant to creditors' determination to accept or reject the Plan, and (f) risk factors associated with the Plan. Drafts of the Disclosure Statement were also shared and discussed with key stakeholders, including counsel for the Prepetition Secured Parties and the U.S. Trustee leading up to the filing of the Disclosure Statement and this Motion. The Debtor believes that the information provided in the Disclosure Statement is sufficiently detailed and contains adequate information to allow the Holders of Claims and Interests in the Voting Classes to make an informed decision regarding whether to vote to accept or reject the Plan.

17. The Debtor believes that the Plan provides Holders of Allowed Claims and Interests the same or greater recovery as would be achieved if the Debtor was to liquidate under chapter 7 of the Bankruptcy Code. This belief is based on a number of considerations, including: (a) that the Debtor's primary assets likely would be sold at distressed price, or even salvage price, in a chapter 7 liquidation; (b) the additional administrative claims that would be incurred if the case was

converted to a chapter 7 along with the other costs associated therewith; and (c) that there would not be a robust market to liquidate the Debtor's assets and services.

18. The Debtor, with the assistance of its financial advisor intends to file an unaudited liquidation analysis to assist Holders of Claims and Interests in evaluating the Plan as part of the Plan Supplement once the Debtor has identified a stalking horse bidder in accordance with the Bidding Procedures. The Debtor submits that providing a fulsome liquidation analysis prior to the Court approving a stalking horse bid, if any, may negatively impact the sale process by signaling to the market the Debtor's current expected sale price or otherwise suggesting a ceiling for bids.

19. Finally, Bankruptcy Local Rule 3016-2 and section P of the *Procedures for Complex Case in the Southern District of Texas* permit a plan proponent to move for conditional approval of a disclosure statement and a combined hearing to consider final approval of the disclosure statement and confirmation of the plan. The Motion and the Order comply with the requirements for conditional approval under the Local Rule 3016-2 and Section P of the Complex Case Procedures by (a) identifying Kurtzman Carson Consultants, LLC d/b/a Verita Global as the solicitation and balloting agent, (b) proposing the Combined Hearing, (c) identifying and seeking final approval of the voting and solicitation procedures, the forms of notice to be provided to Holders of Claims and Interests, and the forms of Ballots, and (d) establishing the Voting Deadline and Voting Record Date.

20. Conditional approval of the Disclosure Statement and proceeding with the Combined Hearing on an expedited timeline are warranted under the circumstances of the Chapter 11 Case to meet the requirements set forth in the Final Cash Collateral Order [ECF No. 67] and the timelines established under the Bidding Procedures Order [ECF No. 66].

21. For these reasons, the Debtor respectfully submits that the Disclosure Statement contains "adequate information" within the meaning of section 1125 of the Bankruptcy Code and, therefore, should be conditionally approved by the Court on an expedited basis for final approval at the Combined Hearing.

B. The Disclosure Statement Provides Sufficient Notice of Injunction, Release, and Exculpation Provisions in the Plan

22. Bankruptcy Rule 3016(c) requires that, if a plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code, the plan and disclosure statement must describe, in specific and conspicuous language, the acts to be enjoined and the entities subject to the injunction. *See* Fed. R. Bankr. P. 3016(c).

23. Section 13.5 of the Plan describes in detail the entities subject to an injunction under the Plan and the acts that they are enjoined from pursuing. Moreover, Sections 13.2, 13.3 and 13.4 of the Plan describe in detail the release and exculpation provisions of the Plan. These provisions are set forth conspicuously in bold typeface in the Combined Plan and Disclosure Statement. Accordingly, the Debtor respectfully submits that the Disclosure Statement complies with Bankruptcy Rule 3016(c).

C. The Court Should Approve the Solicitation Procedures and Forms of Solicitation Materials

i. Establishing a Voting Record Date

24. Bankruptcy Rule 3017(d) provides that, for soliciting votes in connection with a plan, eligible voting holders of claims and interests are "of record on the date the order approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and a hearing." Fed. R. Bankr. P. 3017(d); *see also* Fed. R. Bankr. P. 3018(a) (containing a similar provision for determination of a voting record date). The Debtor requests that the Court establish **April 24, 2026** as the Voting Record Date for determining: (a) the Holders of Claims or Interests

that are entitled to receive a Solicitation Package or Notice of Non-Voting Status, (b) the Holders of Claims or Interests that are entitled to vote to accept or reject the Plan, and (c) whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of such Voting Claim or receive a Notice of Non-Voting Status as the Holder of such a claim in a Non-Voting Class.

ii. Approval of the Solicitation Packages and Procedures

25. To solicit votes on a proposed plan, Bankruptcy Rule 3017(d) requires, unless the Court orders otherwise, that the debtor transmits certain information to holders of claims and interests, as well as to the U.S. Trustee. *See* Fed. R. Bankr. P. 3017(d). Pursuant to Bankruptcy Rule 3017(d), the Debtor proposes that, on or before **April 29, 2026**, the Debtor, through the Claims Agent, will complete distribution of the Solicitation Packages by first-class, postage prepaid mail, overnight mail, or next day business service, to be determined by the Debtor and Claims Agent, to the Holders in the Voting Classes as discussed herein. The Debtor also proposes to serve the Solicitation Package, minus a Ballot, on the Notice Parties (as defined herein), including the U.S. Trustee and all parties that request or are required to receive notice pursuant to Bankruptcy Rule 2002 and the Local Rules, as contemplated by Bankruptcy Rule 3017(d). The Debtor requests that the Court waive any provision of Bankruptcy Rule 3017(d) requiring the Debtor to distribute the Disclosure Statement and the Plan to (i) Holders of Claims in the Non-Voting Classes, because they are unimpaired, or (ii) to any other parties in interest, other than as prescribed in the Order.

26. Given that the contents of the Solicitation Package are quite voluminous, and to save unnecessary costs, the Debtor further requests that it be authorized, but not directed, to distribute the contents of the Solicitation Packages consisting of the (i) the Combined Disclosure Statement and Plan and (ii) the Order (without exhibits) in an electronic format, such as a USB

flash drive, instead of paper format. In the event such an electronic format is used, only the contents of the Solicitation Packages consisting of the (i) Ballot (with prepaid, preaddressed business reply envelope), and (ii) Combined Hearing Notice will be delivered in paper format to Holders of Claims and Interests in the Voting Classes eligible to vote on the Plan. If a party who receives a Solicitation Package in electronic format prefers a paper copy format, the party may request paper copies from the Claims Agent free of charge by (a) visiting the Debtor's case website at https://www.veritaglobal.net/shannon/ (click "Submit an Inquiry" link on the website landing page), (b) emailing the Claims Agent at shannonwindinfo@veritaglobal.com (with "Shannon Wind Solicitation Inquiry" in the subject line) or (c) calling the Debtor's restructuring hotline at (866) 967-1781 (U.S./Canada) or +1 (310) 751-2681 (International). The Combined Plan and Disclosure Statement, as well as all other documents filed on the Court's docket in the Chapter 11 Case, is also available for review and download, free of charge, on the Debtor's case website at https://www.veritaglobal.net/shannon/.

27. In addition, for purposes of serving the Solicitation Package (with respect to Holders in the Voting Classes and Non-Voting Classes), the Debtor seeks authority for the Claims Agent to rely on the address information maintained by the Debtor and provided to the Claims Agent, or otherwise set forth in a filed proof of claim, as of the Voting Record Date. The Debtor further requests that the Court waive: (i) any requirement to re-mail undeliverable Solicitation Packages or other undeliverable solicitation-related notices that were returned marked "undeliverable," "moved—no forwarding address," or otherwise returned, unless the Debtor and/or the Claims Agent have been informed in writing by such person of that person's new address prior to the Voting Record Date and (ii) any obligation for the Debtor or the Claims Agent

to conduct any additional research for updated addresses based on undeliverable Solicitation Packages or other undeliverable solicitation-related notices.

iii. Approval of the Form of Ballots

28. Bankruptcy Rule 3018(c) provides that a vote to accept or reject a plan shall be on a form that conforms substantially to the appropriate official form. Fed. R. Bankr. P. 3018(c). In accordance with Bankruptcy Rule 3018(c), the Debtor has prepared Ballots, substantially in the forms attached to the Order as **Exhibit D** and **Exhibit E**, collectively, the "**Ballots**"), for Holders of Claims or Interests in the Voting Classes. The Ballots comply with Bankruptcy Rule 3018(c) and conform substantially to Official Form No. 314, having been modified to address the particular circumstances of this Chapter 11 Case and including certain additional information that is relevant and appropriate for the Holders of Claims or Interests in the Voting Classes.

29. The Debtor, through the Claims Agent, will distribute the Ballots to the Holders of Claims or Interests in the Voting Classes as of the Voting Record Date.[5] In addition to accepting physical Ballots, the Debtor requests authorization to accept Ballots via electronic transmissions, solely through a customized online balloting portal on the Debtor's case website maintained by the Claims Agent at https://www.veritaglobal.net/shannon/. Parties entitled to vote may, where applicable, cast an electronic Ballot and electronically sign and submit the Ballot instantly by utilizing the online balloting portal (which allows a Holder to submit an electronic signature). Instructions for electronic, online transmission of Ballots are set forth on the forms of Ballots and on the Debtor's case website at https://www.veritaglobal.net/shannon/. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot

[5] As discussed below, the Non-Voting Classes are not entitled to vote on the Plan and therefore will not receive Ballots because they are deemed unimpaired and are therefore conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code.

submitted in this case and the electronic signature of the party entitled to vote will be deemed to be immediately legally valid and effective. Ballots submitted by utilizing the online balloting portal will be deemed to include an original electronic signature that is immediately legally valid and effective.

30. Each Ballot contains detailed instructions on how to complete it and how to make any applicable elections contained therein. In particular, each Ballot indicates that, to be counted as a vote to accept or reject the Plan, the Ballot must be properly executed, completed, and delivered to the Claims Agent so that it is actually received by the Claims Agent no later than the Voting Deadline.

31. The Ballots also clearly indicate that, by voting to accept the Plan, the Holder will be deemed to consent to the release provisions set forth in Article XIII of the Plan (which provisions are included in full on each Ballot). The Ballots also provide that if a Holder does not check the box in Item 3 of the Ballots indicating an intent to opt out of granting the releases provided in Article XIII of the Plan, such voting Holder will be deemed to have consented to the release provisions set forth in Article XIII.

32. Finally, the materials in the Solicitation Packages establish and communicate how the Claims Agent will tabulate the votes and elections contained in the Ballots. Those tabulation rules provide, among other things, that: (a) a timely, executed, and otherwise valid Ballot submitted by a Holder of Claims or Interests in a Voting Class will supersede and revoke any prior Ballot(s) submitted by that Holder; (b) Ballots that attempt to partially accept and partially reject the Plan will not be counted; (c) illegible Ballots will not be counted; (d) Ballots containing insufficient information to identify the claimant will not be counted; (e) Ballots delivered directly to the Court, the Debtor, or the Debtor's agents or advisors (other than the Claims Agent) will not

be counted; and (f) except in the Debtor's sole discretion, Ballots received after the Voting Deadline (provided that the Voting Deadline has not been extended) will not be counted. As specified on the Ballots, any Ballot that is otherwise properly completed, executed, and timely returned to the Claims Agent, but does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and rejection of the Plan, will not be counted as a vote in determining acceptance or rejection of the Plan, provided that invalidation of a non-superseded Ballot on these grounds set forth above will not invalidate an opt-out election indicated in Item 3 thereof.

iv. Approving the Procedures to Tabulate Votes on the Plan

33. The Debtor requests that the Court approve the voting and tabulation procedures described herein in accordance with section 1126(c) of the Bankruptcy Code. Specifically, section 1126(c) of the Bankruptcy Code provides that:

> A class of claims has accepted a plan if such plan has been accepted by creditors, other than any entity designated under subsection (e) of this section, that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors, other than any entity designated under subsection (e) of this section, that have accepted or rejected such plan.

11 U.S.C. § 1126(c).

34. As described above and in the Ballots, in tabulating the votes of the Voting Classes, the Claims Agent will not count or consider for any purpose in determining whether the Plan has been accepted or rejected the following Ballots: (a) except in the Debtor's sole discretion, any Ballot received after the Voting Deadline; (b) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant; (c) any Ballot cast by a person or entity that does not hold a Claim or Interest in the applicable Voting Classes; (d) any unsigned Ballot; (e) any Ballot delivered directly to the Court, the Debtor, or the Debtor's agents or advisors (other than the Claims Agent); or (f) except in the Debtor's sole discretion, any Ballot transmitted to the Claims Agent by telecopy, facsimile, e-mail, or other electronic means not using the Claims

Agent's online balloting portal. As specified on the Ballot, any Ballot that is otherwise properly completed, executed, and timely returned to the Claims Agent, but does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and rejection of the Plan, will not be counted as a vote on the Plan.

35. The Debtor requires that the Holders of Claims and Interests in their respective Voting Classes vote all of their Claims, as applicable, either to accept or reject the Plan. The Debtor proposes that whenever two or more Ballots are cast for the same Claim, the last timely, executed, and otherwise valid Ballot received by the Claims Agent before the Voting Deadline should be deemed to reflect the voter's intent and to thus supersede any prior Ballot(s), without prejudice to the Debtor's right to object to the validity of the second ballot on any basis permitted by law.

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

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

38. With respect to transfers of claims filed pursuant to Bankruptcy Rule 3001(e), the transferee will be entitled to receive a Solicitation Package and, if the Holder of such Claim is

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

39. The Debtor will make reasonable efforts to ensure that any holder of a Claim that has filed duplicative Claims against the Debtor that are classified under the Plan in the same Voting Class is entitled to only vote once on account of such Claim and with respect to that Class. For the avoidance of doubt, the Debtor is authorized to exclude Ballots from the final tabulation to the extent that they are submitted on account of duplicative claims regardless of whether the Debtor has objected to such duplicate Claims.

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

41. The Claims Agent will retain all paper copies of Ballots and all solicitation correspondence for one (1) year following the Effective Date, whereupon the Claims Agent is

authorized to destroy and/or otherwise dispose of all paper copies of Ballots; printed solicitation materials including unused copies of the Solicitation Package; and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Debtor or the Clerk of the Court in writing within such one (1) year period.

42. The Debtor proposes that each Holder of a Claim or Interest in the Voting Classes shall be entitled to vote the amount of its Claim or Interest as of the Voting Record Date. Accordingly, solely for purposes of voting on the Plan, and not for the purpose of making Distributions on account of a Claim, and without prejudice to the rights of the Debtor or any other proper party in interest in any other context, including claims objections and adversary proceedings, with respect to all Holders of Claims or Interests in the Voting Classes against the Debtor, the Debtor proposes that the temporarily allowed amount of a Claim or Interest used to tabulate acceptance or rejection of the Plan should be as follows:

a. The amount of the Claim or Interest listed in the Debtor's Schedules; provided that (i) such Claim or Interest is not scheduled as contingent, unliquidated, undetermined, disputed, or in the amount of $0.00, provided, further, however, that if a Claim for which no Proof of Claim has been timely filed is listed on the Schedules as contingent, unliquidated, or disputed, or if no Claim amount is specified, such Claim shall be disallowed for voting purposes only; provided, further, that, if the applicable Bar Date has not yet passed such Claim will be entitled to vote in the amount of $1.00, (ii) no Proof of Claim relating to that Claim or proof of Interest has been timely filed by the applicable Bar Date (or otherwise deemed timely filed under applicable law), (iii) such Claim has not been satisfied by the Debtor, or (iv) such Claim has not been resolved pursuant to a stipulation or other agreement between the Debtor and the Holder or an order entered by the Court.

b. The undisputed, non-contingent, unpaid, and liquidated amount specified in a Proof of Claim or proof of Interest against the Debtor, timely filed with the Court or the Claims Agent by the applicable Bar Date (or otherwise deemed timely filed by the Court under applicable law) to the extent such Proof of Claim or proof of Interest has not been amended or superseded by another Proof of Claim or proof of Interest and is not the subject of an objection filed

by **May 13, 2026** (or, if such Claim or Interest has been resolved pursuant to a stipulation or other agreement between the Debtor and the claimant or an order entered by the Court, the amount set forth in such stipulation or order).

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

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

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

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

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

43. The Debtor requests that the Claims Agent be permitted to inspect, monitor, and supervise the solicitation process, inspect and tabulate the Ballots, and certify to the Court the results of the balloting.

44. To assist in the solicitation process, the Debtor requests that the Court grant the Claims Agent the authority to contact parties who submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies, provided that neither the Debtor nor Claims Agent is required to contact such parties to provide notification of defects or irregularities with respect to completion or delivery of Ballots, nor will any of them incur any liability for failure to provide such notification.

45. If any party seeks to challenge the allowance of its Claim or Interest for voting purposes in accordance with the above procedures, the Debtor requests that the Court direct such party to serve on the Debtor and file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim or interest in a different amount or classification for purposes of voting to accept or reject the Plan on or before **May 27, 2026, before 4:00 p.m. (prevailing Central Time)**.

v. Establishing a Voting Deadline

46. The Debtor proposes to establish **May 27, 2026 at 4:00 p.m. (prevailing Central Time)** as the Voting Deadline for Holders in the Voting Classes, thereby establishing a solicitation period of at least 28 calendar days from the solicitation mailings (the "**Solicitation Period**"). The Debtor believes this is ample time for Holders of Claims or Interests in the Voting Classes to come to an informed decision on whether to vote to accept or reject the Plan and to submit their respective Ballots to the Claims Agent so that such Ballots are actually received by the Voting Deadline. The Debtor further believes that the Voting Deadline and proposed Solicitation Period are appropriate as they allow the Debtor to comply with the milestones set forth in the Final Cash Collateral Order and the Bidding Procedures Order. These milestones maintain a speedy and efficient timeline in which to achieve confirmation of the Plan, thereby maximizing the value of the Debtor's estate. Accordingly, given the duration of the Solicitation Period and the

circumstances giving rise to the Plan, the Debtor respectfully submits that the proposed Voting Deadline is reasonable under the circumstances and is sufficient and appropriate for the Holders of Claims and Interests in the Voting Classes to make an informed decision with respect to the Plan.

vi. Non-Solicitation of Classes Presumed to Accept the Plan

47. Section 1126(f) of the Bankruptcy Code provides that a class that is unimpaired by a plan does not need to be solicited, as "each holder of a claim or interest of such class [is] conclusively presumed to have accepted the plan." *See* 11 U.S.C. § 1126(f).

48. The Plan provides that Holders of Claims in Classes 1 and 2 are unimpaired. Pursuant to section 1126(f) of the Bankruptcy Code, such Holders in the Non-Voting Classes are conclusively presumed to accept the Plan and will not be solicited.

49. The Debtor respectfully requests a waiver of the requirement that it mail copies of the Plan and Disclosure Statement to Holders of Claims or Interests in the above-described Non-Voting Classes (such Holders, the "**Non-Voting Holders**"). *See* Fed. R. Bankr. P. 3017(d) (requiring transmission of court-approved disclosure statement to, *inter alia*, classes of unimpaired creditors and equity security holders). The Debtor believes that it would be an unnecessary administrative burden on the Debtor to transmit the Solicitation Package to Holders of Claims that have been deemed to accept the Plan.

50. In lieu of furnishing each Non-Voting Holder with the Solicitation Package, the Debtor proposes to send to the Non-Voting Holders in Classes 1 and 2 the Notice of Non-Voting Status, which the Debtor proposes to mail (or cause to be mailed) to the Non-Voting Holders by the Solicitation Deadline. The Notice of Non-Voting Status sets forth a summary of the Plan, the treatment of such Non-Voting Holder's Claims, and the manner in which a copy of the Combined Plan and Disclosure Statement may be obtained. In addition, the Debtor has made the Combined

Disclosure Statement and the Plan available at no cost on the Debtor's case website at https://www.veritaglobal.net/shannon/.

51. The Notice of Non-Voting Status, attached as **Exhibit F** to the Order, contains the Third-Party Release Opt-Out Form, as well as the full text of the release, exculpation, and injunction provisions set forth in Article XIII of the Plan and advises such Non-Voting Holders that they will be deemed to have consented to the third-party release provision in Section 13.3 of the Plan unless they timely and properly choose to opt out by properly executing, completing, and delivering the Third-Party Release Opt-Out Form to the Claims Agent so that it is received no later than the Voting Deadline. The Notice of Non-Voting Status also includes instructions for where Holders can obtain copies of the Combined Disclosure Statement and Plan, and related exhibits, and Plan Supplement documents, and information generally about the Plan and Combined Hearing. Under the circumstances, the Debtor submits that the Notice of Non-Voting Status will be adequate and appropriate to provide the Non-Voting Holders notice of their non-voting status and the opportunity to object to and/or opt out of the third-party release provision set forth in Section 13.3 of the Plan.

52. In addition to accepting physical Third-Party Release Opt-Out Forms, the Debtor requests authorization to accept Third-Party Release Opt-Out Forms via electronic transmissions, solely through a customized online balloting portal on the Debtor's case website maintained by the Claims Agent at https://www.veritaglobal.net/shannon/. Parties entitled to vote may, where applicable, submit an electronic Third-Party Release Opt-Out Form and electronically sign and submit the Third-Party Release Opt-Out Form instantly by utilizing the online balloting portal (which allows a Holder to submit an electronic signature). Instructions for electronic, online transmission of Third-Party Release Opt-Out Forms are set forth in the Notice of Non-Voting

Status, in the Disclosure Statement, and on the Debtor's case website at https://www.veritaglobal.net/shannon/. The encrypted data and audit trail created by such electronic submission shall become part of the record of any Third-Party Release Opt-Out Form submitted in this manner and the electronic signature of the party entitled to vote will be deemed to be immediately legally valid and effective. Third-Party Release Opt-Out Forms submitted by utilizing the online balloting portal will be deemed to include an original electronic signature that is immediately legally valid and effective.

53. The Solicitation Procedures described herein comply with the Bankruptcy Code and should be approved.

D. The Court Should Establish the Combined Hearing Date and Approve Notice Thereof and Objection Procedures

54. Section 1128(a) of the Bankruptcy Code provides that "[a]fter notice, the court shall hold a hearing on confirmation of a plan." 11 U.S.C. § 1128(a). Bankruptcy Rule 3017(c) provides that in the order approving a disclosure statement, the court "may fix a date for the hearing on confirmation" of a plan. In addition, Bankruptcy Rule 3020(b)(1) authorizes the Court to fix a time for filing objections to confirmation of a plan. *See* Fed. R. Bankr. P. 3017(a). Bankruptcy Rule 2002(b) further requires that 28 days' notice be given by mail to all creditors of the time fixed for filing objections to confirmation of a plan, subject to the Court's discretion to shorten such period under Bankruptcy Rule 9006(c)(1).

55. As noted above, the Debtor has proposed the Solicitation Period that will allow at least 28 days' notice for parties in interest to vote on the Plan. The proposed voting and confirmation timeline is designed to align with the Debtor's liquidation or reorganization following an asset sale or New Equity Transaction and bring the Chapter 11 Case to an expedient,

value-maximizing conclusion within the parameters of the procedures and local rules established by this Court.

56. As discussed above, the Debtor proposes that the Combined Hearing be set on **Wednesday, June 3, 2026, at 9:00 a.m. (prevailing Central Time)** and that the Court establish **Wednesday, May 27, 2026 at 4:00 p.m. (prevailing Central Time)** as the Objection Deadline. The Debtor further proposes that the Court direct that any objections with respect to the Plan or final approval of the Disclosure Statement must (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the Claim or Interest of such party; (c) state the legal and factual basis for and nature of any objection; (d) conform to the applicable Bankruptcy Rules and Bankruptcy Local Rules; and (e) be filed with the Court, together with proof of service. In addition to being filed with the Court, any such responses or objections must be served on the following parties (collectively, the "**Notice Parties**") so as to be received by **no later than the Objection Deadline**:

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

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

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

57. The proposed schedule for the Solicitation Period and the Combined Hearing, including the fixing of the Objection Deadline, is in the best interests of the Debtor, its estate, creditors, and all parties in interest.

58. The Debtor further proposes, no later than five (5) days after entry of the Order (or as soon as reasonably practicable thereafter), to complete service (a) by mail to all known Holders

of Claims against and Interests in the Debtor and (b) to all Notice Parties, in each case, as of the Voting Record Date, with the Combined Hearing Notice, substantially in the form annexed as **Exhibit A** to the Order, setting forth, among other things, (i) the date, time, and place of the Combined Hearing, (ii) instructions for obtaining copies of the Disclosure Statement, the Plan, and the order conditionally approving the Disclosure Statement, (iii) the Objection Deadline and procedures for filing objections to confirmation of the Plan, and (iv) a summary of the Plan, including a chart summarizing the distributions under the Plan. The Combined Hearing Notice also clearly provides that Non-Voting Holders who do not timely opt out of the releases provided in Article XIII of the Plan (which provisions are annexed to the Combined Hearing Notice) by the Voting Deadline will be deemed to have granted the releases therein. In addition, as required by Bankruptcy Rule 2002(c), Article XIII of the Plan, which sets forth the entities subject to an injunction under the Plan and the acts they are enjoined from pursuing, is set forth conspicuously in bold typeface in the Combined Hearing Notice.[6]

59. To provide additional notice to parties in interest in this case, the Debtor proposes to post to the Debtor's case website various documents, including the following: (a) the Combined Plan and Disclosure Statement, (b) this Motion and any orders entered in connection with this motion, and (c) the Combined Hearing Notice.

60. Bankruptcy Rule 2002(l) permits the Court to order "notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." The Debtor requests that the Court authorize the Debtor, in its discretion, to give supplemental Publication

[6] If a plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code, Bankruptcy Rule 2002(c) requires that the notice of hearing on plan confirmation provided under Bankruptcy Rule 2002(b)(2) include in conspicuous language a description of the injunction and the entities that would be subject to the injunction.

Notice, substantially in the form annexed as **Exhibit B** to the Order, of the Combined Hearing as soon as reasonably practicable after entry of the Order in each of (a) the *Houston Chronicle*, (b) the national edition of *The New York Times* and (c) another publication with local circulation in Clay County or Wichita County, Texas, or other publications that the Debtor deems prudent in its sole discretion. The Debtor believes that the publication of certain of the contents of the Combined Hearing Notice in this manner would provide sufficient notice of the date, time, and place of the Combined Hearing and the Objection Deadline (and related procedures) to persons who do not otherwise receive the Combined Hearing Notice by mail.

61. In addition, as contemplated by the Plan, the Debtor proposes that it may file the Plan Assumed Contracts List, and serve a notice, the form of which is attached to the Order as **Exhibit C** (the "**Cure Notice**"), on counterparties to Executory Contracts and Unexpired Leases that may be assumed pursuant to Article XI of the Plan by **May 13, 2026**. The Cure Notice will notify such counterparties of, among other things, their proposed treatment under the Plan, their related Cure Claim, and the procedures to object to the assumption, assumption and assignment, or related Cure Claim for such counterparty's respective Executory Contract(s) and/or Unexpired Lease(s).[7]

62. The proposed service of the Combined Hearing Notice will provide sufficient notice to all parties in interest of the date, time, and place of the Combined Hearing and the procedures for objecting to the confirmation of the Plan and final approval of the Disclosure Statement. In addition, the Publication Notice will provide sufficient notice to persons who did not

[7] As provided in Section 11.1 of the Plan, the Bankruptcy Court approved certain Assumption and Assignment Procedures for the assumption and assignment of Executory Contracts and Unexpired Leases to a Successful Bidder. The Debtor's service of any Assumption and Assignment Notice or Supplemental Assumption and Assignment Notice on counterparties to any Executory Contracts and Unexpired Leases proposed to be assumed or assumed and assigned shall be deemed sufficient notice of any such proposed assumption or assumption and assignment pursuant to the terms of the Plan.

otherwise receive notice pursuant to the Combined Hearing Notice. Further, the Cure Notice will provide sufficient notice to applicable counterparties of Executory Contracts and Unexpired Leases that may be assumed pursuant to Article XI of the Plan of their proposed treatment under the Plan, including applicable Cure Claims, and the procedures for objecting to such proposed treatment.

63. The Debtor respectfully submits that the proposed dates and procedures comply with the applicable Bankruptcy Rules and will afford all parties in interest ample notice of the Combined Hearing and applicable objection deadlines and procedures, and therefore should be approved. The Debtor's proposed schedule will provide all parties, including all Holders in the Voting Classes, with adequate notice of the Combined Hearing and Objection Deadline. In addition, the requested relief otherwise complies with the applicable rules and will provide the Court, the Debtor, and other parties in interest with sufficient time to consider any objections or proposed modifications to the Plan before the Combined Hearing. Accordingly, the proposed dates and procedures will ensure that all parties will receive sufficient notice of the Objection Deadline and the Combined Hearing in accordance with the applicable Bankruptcy Rules and should therefore be approved.

Non-Material Modifications

64. The Debtor requests authorization to make non-material changes to the Combined Disclosure Statement and Plan, Combined Hearing Notice, Publication Notice, Cure Notice, Solicitation Packages, Notice of Non-Voting Status, Ballots, Solicitation Procedures, voting and tabulation procedures, and related documents, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Combined Disclosure Statement and Plan, and any other materials in the Solicitation Packages before distribution, without further Order of the Court.

Notice

65. The Debtor will provide notice of this Motion to the parties listed on the Master Service List by overnight mail or electronic mail. In view of the nature of the relief requested, the Debtor respectfully submits that no other or further notice need be provided.

WHEREFORE, the Debtor respectfully requests entry of the Order, granting the relief requested in this Motion and such other and further relief as the Court deems appropriate under the circumstances.

Dated: April 10, 2026

Respectfully submitted,

/s/ James B. Bailey

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-and-

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Counsel to Shannon Wind, LLC

CERTIFICATE OF SERVICE

The undersigned certifies that on April 10, 2026, a true and correct copy of the foregoing Notice was served electronically on all parties registered to receive electronic notice of filings in this case via this Court's ECF notification. Additionally, the foregoing document will be served as set forth in a forthcoming affidavit filed by the Debtor's claims agent.

/s/ James B. Bailey
James B. Bailey

Local Bankruptcy Rule 9013-1(i) CERTIFICATE

Pursuant to Local Bankruptcy Rule 9013-1(i), I hereby certify that the information contained in the foregoing document with respect to the need for emergency relief is true and correct to the best of my knowledge.

/s/ James B. Bailey
James B. Bailey

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

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

ORDER (I) CONDITIONALLY APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT, (II) APPROVING THE SOLICITATION PROCEDURES AND SOLICITATION PACKAGES, (III) SCHEDULING A COMBINED HEARING, (IV) ESTABLISHING PROCEDURES FOR OBJECTING TO THE PLAN, (V) APPROVING THE FORM, MANNER, AND SUFFICIENCY OF NOTICE OF THE COMBINED HEARING, AND (VI) GRANTING RELATED RELIEF

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

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

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

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

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated _____, 2026
Houston, Texas

_____
ALFREDO R. PÉREZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Combined Hearing Notice

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

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

NOTICE OF (I) COMBINED HEARING ON FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN, (II) DEADLINE TO CAST VOTES TO ACCEPT OR REJECT THE PLAN, AND (III) NOTICE OF OBJECTION AND OPT OUT RIGHTS

PLEASE TAKE NOTICE OF THE FOLLOWING:

By order dated **[●]**, 2026 [Docket No. **[●]**] (the "**Order**"), the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Court**") conditionally approved the disclosure statement (as amended, modified, or supplemented from time to time, the "**Disclosure Statement**")[2] embodied in the *Combined Disclosure Statement and Chapter 11 Plan* [Docket No. **[●]**] (the "**Combined Disclosure Statement and Plan**") as constituting adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "**Bankruptcy Code**").

On **June 3, 2026 at 9:00 a.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard, a hearing (the "**Combined Hearing**") will be held before the Honorable Judge Pérez, United States Bankruptcy Judge, virtually or in Courtroom 400 of the United States Bankruptcy Court, 515 Rusk Street, Houston, Texas 77002, to consider final approval of the Disclosure Statement and confirmation of the plan embodied in the Combined Disclosure Statement and Plan (as amended, modified, or supplemented from time to time, the "**Plan**"). The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Combined Hearing.

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

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

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

number. Judge Pérez's conference room number is **282694**. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Pérez's home page. The meeting code is "JudgePerez". Click the settings icon in the upper right corner and enter your name under the personal information setting. **Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice**.

Critical Information Regarding Voting on the Plan

Voting Record Date and Voting Deadline. The voting record date is **April 24, 2026**, which is the date for determining which holders of Claims or Interests in Classes 3, 4, 5, and 6 as applicable, are entitled to vote on the Plan. The deadline for voting on the Plan is **May 27, 2026, at 4:00 p.m. (prevailing Central Time)** (the "**Voting Deadline**"). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan you *must*: (a) follow the instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is ***actually received*** by the Debtor's claims agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Claims Agent**") on or before the Voting Deadline. ***A failure to follow such instructions may disqualify your vote***.

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

Critical Information Regarding Releases

ARTICLE XIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **SECTION 13.3 OF THE PLAN CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

UNLESS YOU TIMELY AND PROPERLY OPT OUT OF THE THIRD-PARTY RELEASE ON YOUR BALLOT OR TIMELY AND PROPERLY OBJECT TO THE

THIRD-PARTY RELEASE AS SET FORTH HEREIN, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE AND WILL BE FOREVER BOUND BY THE TERMS THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article I of the Plan contains the following definitions:

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

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

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

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

Additional Information

Obtaining Solicitation Materials. The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received a flash drive), free of charge, please feel free to contact the Debtor's Claims Agent, by: (i) writing to Shannon Wind Ballot Claims Agent, c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (ii) via email at shannonwindinfo@veritaglobal.com (with "Shannon Wind Solicitation Inquiry" in the subject line) or (iii) by calling the Debtor's restructuring hotline at (866) 967-1781 (U.S./Canada) or +1 (310) 751-2681 (International). Parties will also be able to download a copy of the Solicitation

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

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

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

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

Additional Information. If you have any questions, please contact the Debtor's Chapter 11 inquiries hotline maintained by the Claims Agent at (866) 967-1781 (U.S./Canada) or +1 (310) 751-2681 (International); or submit an inquiry by (i) writing to Shannon Wind Ballot Claims Agent, c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or (ii) via email at shannonwindinfo@veritaglobal.com (with "Shannon Wind Solicitation Inquiry" in the subject line). Please be advised that the Claims Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

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EXHIBIT B
Publication Notice

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

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

NOTICE OF (I) COMBINED HEARING ON FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN, (II) DEADLINE TO CAST VOTES TO ACCEPT OR REJECT THE PLAN, AND (III) NOTICE OF OBJECTION AND OPT OUT RIGHTS

PLEASE TAKE NOTICE OF THE FOLLOWING:

Conditional Approval of Disclosure Statement. By order dated **[●]**, 2026 [Docket No. **[●]**] (the "**Order**"), the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**") conditionally approved Shannon Wind, LLC's (the "**Debtor**") proposed disclosure statement (as amended, modified, or supplemented from time to time, the "**Disclosure Statement**")[2] embodied in the *Combined Disclosure Statement and Chapter 11 Plan* [Docket No. **[●]**] (the "**Combined Disclosure Statement and Plan**") as constituting adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "**Bankruptcy Code**").

Combined Hearing. On **June 3, 2026 at 9:00 a.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard, a hearing (the "**Combined Hearing**") will be held before the Honorable Judge Pérez, United States Bankruptcy Judge, virtually or in Courtroom 400 of the United States Bankruptcy Court, 515 Rusk Street, Houston, Texas 77002, to consider final approval of the Disclosure Statement and confirmation of the plan embodied in the Combined Disclosure Statement and Plan (as amended, modified, or supplemented from time to time, the "**Plan**"). The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Combined Hearing. **Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor**

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

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

without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.

Voting Record Date and Voting Deadline. The voting record date is **April 24, 2026**, which is the date for determining which holders of Claims or Interests in Classes 3, 4, 5, and 6 as applicable, are entitled to vote on the Plan. The deadline for voting on the Plan is **May 27, 2026, at 4:00 p.m. (prevailing Central Time)** (the "**Voting Deadline**"). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan you must: (a) follow the instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtor's claims agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Claims Agent**") on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote**.

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

ARTICLE XIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND SECTION 13.3 OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

UNLESS YOU TIMELY AND PROPERLY OPT OUT OF THE THIRD-PARTY RELEASE ON YOUR BALLOT OR THIRD-PARTY RELEASE OPT-OUT FORM OR TIMELY AND PROPERLY OBJECT TO THE THIRD-PARTY RELEASE AS SET FORTH HEREIN, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE AND WILL BE FOREVER BOUND BY THE TERMS THEREOF.

Additional Information. Any party in interest wishing to obtain further information should contact the Debtor's Chapter 11 inquiries hotline maintained by the Claims Agent at (866) 967-1781 (U.S./Canada) or +1 (310) 751-2681 (International); or submit an inquiry by (i) writing to Shannon Wind Ballot Claims Agent, c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global,

222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or (ii) via email at shannonwindinfo@veritaglobal.com (with "Shannon Wind Solicitation Inquiry" in the subject line). Please be advised that the Claims Agent is authorized to answer questions about, and provide copies of solicitation materials, but may not provide legal advice.

EXHIBIT C

Cure Notice

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

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

NOTICE OF (A) EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED OR ASSUMED AND ASSIGNED BY THE DEBTOR PURSUANT TO THE PLAN, (B) CURE AMOUNTS, IF ANY, AND (C) RELATED PROCEDURES IN CONNECTION THEREWITH

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

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

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

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

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

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

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

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

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

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

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

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

with the Court, and served so that they are actually received by the following parties on or before the Contract Objection Deadline: (i) counsel for the Debtor, Attn: Jarrod Martin (jbmartin@bradley.com), Michael Riordan (mriordan@bradley.com) and James Bailey (jbailey@bradley.com); (ii) counsel to Citibank, N.A. and Citigroup Energy, Inc, Willkie Farr & Gallagher LLP, Attn: Jennifer Hardy (jhardy2@willkie.com); and (iii) the U.S. Trustee, Attn: C. Ross Travis (C.Ross.Travis@usdoj.gov) and Andrew Jimenez (Andrew.Jimenez@usdoj.gov).

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan (other than a Contract Objection) is **May 27, 2026 at 4:00 p.m. (prevailing Central Time)** (the "**Plan Objection Deadline**"). Any objection to the Plan *must*: (a) be in writing; (b) conform to the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan or the Disclosure Statement and, if practicable, a proposed modification to the Plan or the Disclosure Statement that would resolve such objection; and (d) be filed, together with proof of service, with the Court, and served so that they are actually received by the following parties on or before the Plan Objection Deadline: (i) counsel for the Debtor, Attn: Jarrod Martin (jbmartin@bradley.com), Michael Riordan (mriordan@bradley.com) and James Bailey (jbailey@bradley.com); (ii) counsel to Citibank, N.A. and Citigroup Energy, Inc, Willkie Farr & Gallagher LLP, Attn: Jennifer Hardy (jhardy2@willkie.com); and (iii) the U.S. Trustee, Attn: C. Ross Travis (C.Ross.Travis@usdoj.gov) and Andrew Jimenez (Andrew.Jimenez@usdoj.gov).

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

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

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

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

ARTICLE XIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND SECTION 13.3 OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

UNLESS YOU TIMELY AND PROPERLY OPT OUT OF THE THIRD-PARTY RELEASE ON YOUR BALLOT OR THIRD-PARTY RELEASE OPT-OUT FORM OR TIMELY AND PROPERLY OBJECT TO THE THIRD-PARTY RELEASE AS SET FORTH HEREIN, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE AND WILL BE FOREVER BOUND BY THE TERMS THEREOF.

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

[*Remainder of Page Intentionally Left Blank*]

EXHIBIT D

Form of Class 3 / 4 / 5 Ballot

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

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

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

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

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

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

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

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

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

IMPORTANT

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

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

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

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

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

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

If by online E-Ballot Portal:

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

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

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

Unique E-Ballot ID#: _____

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

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

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

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

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

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

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

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

ACCEPTANCE OR REJECTION OF THE PLAN

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

$_____

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

☐ **ACCEPTS (votes FOR) the Plan**.

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

Item 3. Releases.

IMPORTANT INFORMATION REGARDING THE RELEASES

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

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

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

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

☐Opt Out of the Third-Party Release.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article I of the Plan contains the following definitions:

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

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

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

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

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

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

Name of Claimant:

Signature:

Name (if different from Claimant):

Title:

Address:

Email Address:

Dated:

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

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

VOTING INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. PLEASE RETURN YOUR BALLOT PROMPTLY.

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

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

EXHIBIT E

Form of Class 6 Ballot

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

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

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

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

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

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

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

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

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

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

IMPORTANT

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

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

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

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

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

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

If by online E-Ballot Portal:

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

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

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

Unique E-Ballot ID#: _____

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

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

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

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

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

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

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

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

ACCEPTANCE OR REJECTION OF THE PLAN

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

_____ membership interests in Shannon Wind, LLC

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

☐ **ACCEPTS (votes FOR) the Plan**.

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

Item 3. Releases.

IMPORTANT INFORMATION REGARDING THE RELEASES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article I of the Plan contains the following definitions:

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

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

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

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

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

Name of Interest Holder:

Signature:

Name (if different from Interest Holder):

Title:

Address:

Email Address:

Dated:

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

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

VOTING INSTRUCTIONS

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

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

   (ii) Review and sign the certifications in Item 4 of the Ballot. Please be sure to sign and date your Ballot. Your signature is required in order for your vote to be counted. If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. If the Interest is held by an entity, your Ballot must be executed in the name of an authorized signatory. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

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

3. If voting online, submit the customized electronic version of your Class 6 – Existing Equity Interest Ballot via the E-Ballot Portal at https://www.veritaglobal.net/shannon/ per instructions provided above and at the website landing page. Interest Holders who cast a Ballot via the E-Ballot Portal should NOT also submit a paper Ballot.

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

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

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

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

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

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

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

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

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

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

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

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

14. PLEASE RETURN YOUR BALLOT PROMPTLY.

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

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

EXHIBIT F

Notice of Non-Voting Status and Third-Party Release Opt-Out Form

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

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

NOTICE OF NON-VOTING STATUS TO HOLDERS OF
CLASS 1 AND 2 CLAIMS AND THIRD-PARTY RELEASE OPT-OUT FORM

PLEASE TAKE NOTICE THAT the debtor and debtor in possession in the above-captioned case (the "**Debtor**") has submitted its plan (as amended, modified or supplemented from time to time, the "**Plan**") embodied within the *Combined Disclosure Statement and Chapter 11 Plan* [Docket No. ●] (the "**Combined Disclosure Statement and Plan**"). The Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") entered an order (the "**Order**") conditionally approving the disclosure statement (as amended, modified, or supplemented from time to time, the "**Disclosure Statement**")[2] embodied in the Combined Disclosure Statement and Plan. The Order authorizes the Debtor to solicit votes to accept or reject the Plan from the Holders of Claims and Interests in the Voting Classes. If you do not have a copy of the Combined Disclosure Statement and Plan, you may obtain a copy free of charge on the Claims Agent Website maintained by the Debtor's claims agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Claims Agent**") at https://www.veritaglobal.net/shannon.

YOU ARE OR MIGHT BE THE HOLDER OF CLAIM(S) IN CLASSES OF UNIMPAIRED CLAIMS PRESUMED TO ACCEPT THE PLAN THAT ARE NOT ENTITLED TO VOTE ON THE PLAN. THE FOLLOWING IS A SUMMARY OF THE TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN FOR PURPOSES OF PLAN VOTING.

Class	Claim or Interest	Summary of Treatment
1	Priority Non-Tax Claims	Unimpaired

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

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

		Presumed to Accept Plan
2	Other Secured Claims	Unimpaired ***Presumed to Accept Plan***
3	Prepetition Secured Obligations Claims	Impaired ***Entitled to Vote on Plan***
4	General Unsecured Claims	Impaired ***Entitled to Vote on Plan***
5	510(b) Claims	Impaired ***Entitled to Vote on Plan***
6	Existing Equity Interests	Impaired ***Entitled to Vote on Plan***

UNDER THE TERMS OF THE PLAN, HOLDERS OF CLAIMS IN CLASSES 1 AND 2 ARE UNIMPAIRED UNDER THE PLAN AND, THEREFORE, PURSUANT TO THE PLAN AND BANKRUPTCY CODE SECTION 1126(f), ARE (I) PRESUMED TO HAVE ACCEPTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN.

Item 1. Releases.

IMPORTANT INFORMATION REGARDING THE RELEASES

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

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

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

The undersigned holder of Class 1 or 2 claims elects to:

☐ Opt Out of the Third-Party Release.

YOU WILL BE DEEMED A RELEASING PARTY IF YOU DO NOT BOTH CHECK THE BOX ABOVE AND RETURN THIS THIRD-PARTY RELEASE OPT-OUT FORM, ACCORDING TO DELIVERY INSTRUCTIONS SET FORTH BELOW, SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AGENT BY 4:00 P.M. (prevailing Central Time), ON MAY 27, 2026.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estate of the Debtor, the Plan Administrator, the Liquidation Trust, the Wind Down Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Party on account of or in connection with or with respect to any such Claims, Interests, claims, or Causes of Action unless such Holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any Claims, Interests, claims, or Causes of Action released, discharged, exculpated, or settled pursuant to the Plan.

Article I of the Plan contains the following definitions:

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

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

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

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

Objections, if any, to the confirmation of the Plan, including the releases provided for in Article XIII of the Plan, must (i) be in writing; (ii) state the name, address, and nature of the Claim or Interest of the objecting or responding party; (iii) state with particularity the legal and factual basis and nature of any objection or response; and (iv) be filed with the Clerk of the Bankruptcy Court, and served on the following parties so as to be actually received before **4:00 p.m. (prevailing Central Time) on May 27, 2026**: (i) counsel for the Debtor, Attn: Jarrod Martin (jbmartin@bradley.com), Michael Riordan (mriordan@bradley.com) and James Bailey (jbailey@bradley.com); (ii) counsel to Citibank, N.A. and Citigroup Energy, Inc, Willkie Farr & Gallagher LLP, Attn: Jennifer Hardy (jhardy2@willkie.com); and (iii) the U.S. Trustee, Attn: C. Ross Travis (C.Ross.Travis@usdoj.gov) and Andrew Jimenez (Andrew.Jimenez@usdoj.gov).

Copies of the Combined Disclosure Statement and Plan, the Plan Supplement (which will be filed on or before May 20, 2026) and the Order are, or will be, available for review free of charge at https://www.veritaglobal.net/shannon. In addition, copies of the Combined Disclosure Statement and Plan are available upon written request to:

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

Copies of the Combined Disclosure Statement and Plan are also available, at the Debtor's expense, by submitting an inquiry to the Claims Agent via telephone at (866) 967-1781 (U.S./Canada) or +1 (310) 751-2681 (International), or via email at shannonwindinfo@veritaglobal.com (with "Shannon Wind Solicitation Inquiry" in the subject line).

Item 2. Certifications.

By signing this Third-Party Release Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtor:

a. that, as of the Voting Record Date of **April 24, 2026**, the undersigned is either: (i) the Holder of a Claim or an Interest or (ii) an authorized signatory for an Entity or Person that is the Holder of a Claim or an Interest;

b. that the Holder has received a copy of the Notice of Non-Voting Status and Third-Party Release Opt-Out Form and the Third-Party Release Opt-Out Election in Item 1 is made pursuant to the terms and conditions set forth herein;

c. that the undersigned has made the same election with respect to all Claims or Interests held by the undersigned; and

d. that no other Third-Party Release Opt-Out Form has been submitted with respect to the Holder's Claims or Interests, or, if any other Third-Party Release Opt-Out Form has been submitted with respect to such Claims or Interests, such Third-Party Release Opt-Out Form is hereby revoked.

Name of Holder: _____

Signature: _____

Signatory Name (if other than the Holder): _____

Title: _____

Address: _____

Email Address: _____

Date Completed: _____

IF YOU WISH TO OPT-OUT, PLEASE COMPLETE, SIGN, AND DATE THIS THIRD-PARTY RELEASE OPT-OUT FORM AND RETURN IT PROMPTLY VIA ONLY ONE OF THE METHODS BELOW:
By First-Class Mail, Hand Delivery, or Overnight Mail:
Shannon Wind, LLC Ballot Processing Center c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245 To arrange hand delivery of your Third-Party Release Opt-Out Form, please email the Claims Agent at shannonwindinfo@veritaglobal.com (with "Shannon Wind Release Opt-Out Form Delivery" in the subject line) at least 24 hours prior to your arrival at the Claims Agent address above and provide the anticipated date and time of delivery.
By Electronic, Online Submission:
Please visit https://www.veritaglobal.net/shannon. Click on the "Submit E-Ballot" section of the Debtor's website and follow the directions to submit the electronic version of your Third-Party Release Opt-Out Form. If you choose to submit your Third-Party Release Opt-Out Form online via the E-Ballot Portal, you should not also return a hard copy of your Third-Party Release Opt-Out Form. IMPORTANT NOTE: You will need the following information to retrieve and submit the electronic version of your Third-Party Release Opt-Out Form: Unique E-Opt-Out ID#:
The E-Ballot Portal is the sole manner in which this Third-Party Release Opt-Out Form will be accepted via electronic or online transmission. Third-Party Release Opt-Out Forms submitted by

facsimile or email, or any other means of electronic transmission (other than via the E-Ballot Portal) will not be counted.

INSTRUCTIONS FOR COMPLETING THIS FORM

1. Capitalized terms used in the Third-Party Release Opt-Out Form or in these instructions (the "**Instructions**") but not otherwise defined therein or herein shall have the meaning set forth in the Combined Disclosure Statement and Plan.

2. To ensure that your election to opt-out is counted, you must complete the Third-Party Release Opt-Out Form and take the following steps: (a) clearly indicate your decision to "opt-out" of the Plan releases set forth in **Item 1** above by checking the box in Item 1 above; (b) make sure that the information required by **Item 2** above has been correctly inserted; and (c) sign, date and return your Third-Party Release Opt-Out Form in accordance with hard copy OR online submission instructions provided above.

3. **Return of Third-Party Release Opt-Out Form:** Your Third-Party Release Opt-Out Form MUST be returned so as to be **actually received** by the Claims Agent on or before **May 27, 2026 at 4:00 p.m. (prevailing Central Time)** (the "**Opt-Out Deadline**").

4. If a Third-Party Release Opt-Out Form is received by the Claims Agent after the Opt-Out Deadline, it will not be effective. Additionally, the following Third-Party Release Opt-Out Forms will **NOT** be counted:

   a. any Third-Party Release Opt-Out Form that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest;

   b. any Third-Party Release Opt-Out Form sent to any party other than the Claims Agent;

   c. any Third-Party Release Opt-Out Form transmitted by facsimile or email;

   d. any unsigned Third-Party Release Opt-Out Form; or

   e. any Third-Party Release Opt-Out Form not completed in accordance with the procedures approved in the Order and described herein.

5. The method of delivery of a Third-Party Release Opt-Out Form to the Claims Agent is at the election and risk of each Holder of a Claim or Interest electing to opt-out of the Third-Party Release. Except as otherwise provided herein, such delivery will be deemed made to the Claims Agent only when the Claims Agent **actually receives** the executed Third-Party Release Opt-Out Form. Holders should allow sufficient time to assure timely delivery.

6. If multiple Third-Party Release Opt-Out Forms are received from the same Holder with respect to the same Claim or Interest prior to the Opt-Out Deadline, the last Third-Party

Release Opt-Out Form timely received will supersede and revoke any earlier received Third-Party Release Opt-Out Form.

7. The Third-Party Release Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of the Third-Party Releases by Holders of Claims and Interests. Accordingly, at this time, Holders of Claims or Interests should not surrender certificates or instruments representing or evidencing their Claims or Interests, and neither the Debtor nor the Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Third-Party Release Opt-Out Form.

8. The Third-Party Release Opt-Out Form does **not** constitute, and shall not be deemed to be, (a) a proof of Claim, (b) proof of Interest, or (c) an assertion or admission of a Claim or Interest.

9. **Please be sure to sign and date your Third-Party Release Opt-Out Form**. If you are signing a Third-Party Release Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims Agent, the Debtor, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Third-Party Release Opt-Out Form.

PLEASE RETURN YOUR THIRD-PARTY RELEASE OPT-OUT FORM PROMPTLY