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

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

NOTICE OF FILING OF CORRECTED AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN

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

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

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

PLEASE TAKE NOTICE THAT on June 1, 2026, the Debtor filed a corrected version of the *Amended Combined Disclosure Statement and Chapter 11 Plan* (the "**Corrected Amended**

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

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Combined Disclosure Statement and Plan") at Docket No. 209. A changed-pages only redline of the Corrected Amended Combined Disclosure Statement and Plan marked against the Amended Combined Disclosure Statement and Plan is attached hereto as **Exhibit A**.

PLEASE TAKE NOTICE THAT the hearing at which the Court will consider the adequacy of the Disclosure Statement and confirmation of the Plan (the "**Combined Hearing**") will commence on **June 3, 2026, at 9:00 a.m.**, prevailing Central Time, before the Honorable Judge Perez, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street, Courtroom 400, Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Order, the Corrected Amended Combined Disclosure Statement and Plan, the Plan Supplement and the exhibits thereto, or related documents, free of charge, you may (a) access the Debtor's restructuring website at https://www.veritaglobal.net/shannon (b) write to Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 9024; (c) call (310) 823-9000; or (d) email shannonwindinfo@veritaglobal.com. You may also obtain copies of any pleadings filed in this chapter 11 case for a fee via PACER at https://ecf.txsb.uscourts.gov/.

Dated: June 2, 2026

Respectfully submitted,

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Certificate of Service

I certify that on the date hereof, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas. Additionally, the foregoing document will be served as set forth in a forthcoming affidavit filed by the Debtor's Claims and Noticing Agent.

/s/ James B. Bailey
James B. Bailey

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1.42. "***Cure Amount***" has the meaning set forth in Section 11.3 of this Plan.

1.43. "***Cure Dispute***" has the meaning set forth in Section 11.3 of this Plan.

1.44. "***D&O Liability Insurance Policies***" means, collectively, all insurance policies (including any "tail policies" and all agreements, documents, or instruments related thereto) issued at any time to or providing coverage to the Debtor for current or former directors', managers', and officers' liability.

1.45. "***Debtor***" means Shannon Wind, LLC.

1.46. **"*Definitive Documents"*** means (a) this Combined Disclosure Statement and Plan; (b) the Confirmation Order; (c) the Conditional Approval and Procedures Order; (d) the Plan Supplement (as it may be amended); (e) the Liquidation Trust Agreement; (f) the Sale Documents and any and all other documentation required to consummate or close the Sale Transaction, if applicable; (g) the New Equity Documents and any and all other documentation required to implement, issue, and distribute the New Equity, if applicable; (h) the New Organizational Documents; and (i) any other agreements, documentation or instruments necessary or advisable to implement, consummate, or document the Restructuring Transactions, or any other transactions contemplated by the Plan (in each case, including all exhibits, schedules, amendments, modifications, supplements, appendices, annexes, instructions, and attachments thereto).

1.47. "***Disallowed***" means a finding or conclusion of law of the Bankruptcy Court in a Final Order, or provision in the Confirmation Order, disallowing a Claim or Interest.

1.48. "***Disbursing Agent***" means, as applicable, ~~**1.49.**~~(a) the Debtor, solely with respect to distributions that are required to be made prior to or on the Effective Date as contemplated under the Plan, ~~**1.50.**~~(b) the Plan Administrator with respect to any amounts to be distributed from the Liquidation Trust, or ~~**1.51.**~~(c) the Entity designated by the Debtor or Plan Administrator, as applicable, who may be the Claims Agent, to make distributions under this Plan.

~~**1.52.**~~**1.49.** "***Disclosure Statement***" means the disclosure statement, as amended, supplemented or modified from time to time, that is embodied within this Combined Disclosure Statement and Plan and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable law.

~~**1.53.**~~**1.50.** "***Disputed Claim***" means, as of any relevant date, any Claim, or any portion thereof: (a) that is not an Allowed Claim as of the relevant date; and/or (b) is otherwise disputed by the Debtor or the Plan Administrator, as applicable, in accordance with applicable law or contract, which dispute has not been withdrawn, resolved or overruled; or (c) for which a Proof of Claim has been timely filed with the Bankruptcy Court or a written request for payment has been made, to the extent the Debtor or any party in interest has interposed a timely objection or request for estimation, which objection or request for estimation has not been withdrawn or determined by a Final Order as of the relevant date.

~~**1.54.**~~**1.51.** "***Distribution Date***" means: (a) with respect to Administrative Expense Claims, Priority Non-Tax Claims, Priority Tax Claims, Other Secured Claims, and U.S. Trustee

Fees, the date that is the latest of: (i) the Effective Date; (ii) the date such Claim would be due and payable in the ordinary course of business; and (iii) any date that is within thirty (30) days after such Claim becomes an Allowed Claim or otherwise becomes payable under this Plan (or, if such date is not a Business Day, on the next Business Day thereafter); (b) with respect to Fee Claims, the date (or as soon thereafter as reasonably practicable) that such Claims become Allowed Claims; and (c) with respect to all other Claims, the date when distributions shall be made under the Plan; provided, however, notwithstanding the designation of a date for distributions under this Plan, the Debtor and Plan Administrator reserve all rights to object to any Claims or Interests unless such Claims or Interests are Allowed in accordance with the terms of this Plan.

~~1.55.~~1.52. "***Distribution Record Date***" means the date for determining which Holders of Claims are eligible to receive distributions under the Plan, which date shall be the Confirmation Date.

~~1.56.~~1.53. "***Effective Date***" means the date specified by the Debtor in a notice filed with the Bankruptcy Court as the date on which this Plan shall take effect, which date shall be the first Business Day on which all of the conditions set forth in Section 12.2 of this Plan have been satisfied or waived and no stay of the Confirmation Order is in effect.

~~1.57.~~1.54. **"*Energy Hedge Agreements***" has the meaning provided in Section 5.3 of this Combined Disclosure Statement and Plan.

~~1.58.~~1.55. **"*Energy Hedge Obligations***" means all obligations owing by the Debtor to the Prepetition Secured Parties under the Energy Hedge Agreements, including any early termination amounts, liquidated damages arising, tracking account obligations, and any additional fees, costs, and expenses (including advisory fees) owing under or in connection therewith.

~~1.59.~~ 1.56. "***Entity***" has the meaning set forth in section 101(15) of the Bankruptcy Code.

~~1.60.~~1.57. "***Equity Interest***" means collectively, the shares (or any class thereof) of limited liability company interests, and any other equity, ownership, membership, or profits interests of the Debtor, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of capital stock (including common stock and preferred stock), limited liability company interests, or other equity, ownership, membership, or profits interests of the Debtor.

~~1.61.~~1.58. "***Estate***" means the estate created in the Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

~~1.62.~~1.59. "***Excluded Assets***" has the meaning set forth in any Sale Documents or New Equity Documents (or other such similar term as may be used in such Sale Documents or New Equity Documents).

~~1.63.~~1.60. "***Exculpated Party***" means the Debtor, to the maximum extent permitted by law.

~~1.64.~~1.61. "***Exculpation***" means the exculpation provision set forth in Article XIII of the Plan.

~~1.65.~~1.62. "***Executory Contract***" means a contract to which the Debtor is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

~~1.66.~~1.63. "***Existing Equity Interests***" means the Equity Interests in the Debtor existing as of the Effective Date.

~~1.67.~~1.64. "***Fee Claim***" means a Claim by a Professional Person for compensation, indemnification or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) or 1103(a) of the Bankruptcy Code in connection with the Chapter 11 Case, including in connection with final fee applications of such Professional Persons.

~~1.68.~~1.65. "***Final Cash Collateral Order***" means the *Final Order (I) Authorizing the Debtor to Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; and (III) Granting Related Relief* [ECF No. 67].

~~1.69.~~1.66. "***Final Order***" means an order, ruling or judgment of the Bankruptcy Court entered by the Clerk of the Bankruptcy Court on the docket in the Chapter 11 Case (or by the clerk of such other court of competent jurisdiction on the docket of such court), which has not been reversed, vacated, or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for a new trial, reargument, or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; provided that no order or judgment shall fail to be a Final Order solely because of the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure has been or may be filed with respect to such order or judgment; provided, further, that no order or judgment shall fail to be a Final Order solely because of the susceptibility of a Claim to a challenge under section 502(j) of the Bankruptcy Code.

~~1.70.~~1.67. "***General Unsecured Claim***" means any unsecured Claim, other than an Administrative Expense Claim, a Priority Non-Tax Claim, or a Priority Tax Claim, including, without limitation, Claims arising from the rejection of Executory Contracts and Unexpired Leases, and Claims arising from any litigation or other court, administrative or regulatory proceeding, including damages or judgments entered against, or settlement amounts owing by, the Debtor in connection therewith.

~~1.71.~~1.68. "***Governmental Bar Date***" means July 24, 2026, at 5:00 p.m., prevailing Central Time.

~~1.72.~~1.69. "***Governmental Unit***" has the meaning set forth in section 101(27) of the Bankruptcy Code.

~~1.73.~~1.70. "***GUC Recovery Contribution***" means the lesser of ~~1.74.~~(a) $150,000.00 or ~~1.75.~~(b) Cash sufficient to satisfy all General Unsecured Claims, which amount shall be funded from the Debtor's Cash on hand and Restructuring Transaction Proceeds on the Effective Date and contributed to the Liquidation Trust. The GUC Recovery Contribution is a contribution by the Prepetition Secured Parties to the Liquidation Trust from the proceeds of Collateral securing the Prepetition Secured Obligations.

~~1.76.~~1.71. "***Holder***" means any Entity or Person holding a Claim or Interest.

~~1.77.~~1.72. "***Interests***" means the Equity Interests.

~~1.78.~~1.73. **"*Lien*"** has the meaning set forth in section 101(37) of the Bankruptcy Code.

~~1.79.~~ 1.74. **"*Liquidation Analysis*"** means the liquidation analysis that will be included in the Plan Supplement.

~~1.80.~~ 1.75. "***Liquidation Trust***" shall mean the trust established under this Plan and the Liquidation Trust Agreement to hold legal and equitable title to the Liquidation Trust Assets.

~~1.81.~~1.76. "***Liquidation Trust Agreement***" shall mean the trust agreement in the form and substance reasonably acceptable to the Debtor, that, together with the terms of the Plan, establishes the Liquidation Trust and governs the powers, duties, and responsibilities of the Plan Administrator as trustee for the Liquidation Trust. The Liquidation Trust Agreement shall be filed as part of the Plan Supplement.

~~1.82.~~1.77. "***Liquidation Trust Assets***" shall consist of the following: (i) all Retained Causes of Action, and proceeds thereof, belonging to the Debtor or its Estate that are not sold to a Successful Bidder pursuant to the Sale Documents or retained by the Reorganized Debtor pursuant to the New Equity Documents, as applicable; (ii) the GUC Recovery Contribution; (iii) the Net Restructuring Transaction Proceeds remaining, if any, after the distribution on account of the Prepetition Secured Obligations as provided in Section 4.3; (iv) all assets recovered by the Plan Administrator on behalf of the Liquidation Trust on or after the Effective Date through enforcement, resolution, settlement, collection, return, or otherwise; (v) all Excluded Assets; (vi) any proceeds of the foregoing; and (vii) any proceeds resulting from the Plan Administrator's investment of the Liquidation Trust Assets on or after the Effective Date. For the avoidance of doubt, ~~1.83.~~(a) all Causes of Action that are against Released Parties shall not be Liquidation Trust Assets, ~~1.84.~~(b) the Professional Fee Escrow Account shall not be a Liquidation Trust Asset unless and until all Allowed Professional Fee Claims and Prepetition Secured Obligations are satisfied in full, and ~~1.85.~~(c) the Wind Down Account shall be a Liquidation Trust Asset and

the funds in such account shall be distributed as provided herein, including Sections 2.1, 4.1, and 8.7.

~~1.86.~~1.78. **"*Liquidation Trust Expenses*"** shall mean all reasonable legal and other fees and expenses incurred by the Plan Administrator on account of administration of the Liquidation Trust, including, without limitation, reasonable attorneys' fees and expenses, insurance costs, taxes, escrow expenses and all other costs of administering the Liquidation Trust in accordance with the Plan and the Liquidation Trust Agreement.

~~1.87.~~1.79. **"*Liquidation Trust Interests*"** shall mean the non-transferable interests in the Liquidation Trust issued to the Liquidation Trust beneficiaries pursuant to this Plan and the Liquidation Trust Agreement.

~~1.88.~~1.80. "***Local Rules***" means the Bankruptcy Local Rules for the Southern District of Texas.

~~1.89.~~1.81. **"*Net Restructuring Transaction Proceeds*"** means the Debtor's Cash on hand as of the Effective Date, *plus* the Restructuring Transaction Proceeds, *less* ~~1.90.~~(a) the Professional Fee Escrow Amount to be deposited in the Professional Fee Escrow Account, ~~1.91.~~(b) the Wind Down Amount to be deposited in the Wind Down Account, and ~~1.92.~~(c) the GUC Recovery Contribution to be contributed to the Liquidation Trust.

~~1.93.~~1.82. **"*New Equity*"** means, in the event the Successful Bid is for a New Equity Transaction, the membership interests in the Reorganized Debtor to be sold to the Successful Bidder under the terms of this Plan, the New Organizational Documents, the New Equity Documents, and the other applicable Definitive Documents.

~~1.94.~~1.83. **"*New Equity Documents*"** means one or more membership interest purchase agreements, subscription agreements, equity commitment agreements, or other agreements, instruments, pleadings, orders and related documents, including, without limitation, the applicable list of Assumed Contracts, pursuant to which the Debtor implements and consummates any New Equity Transaction.

~~1.95.~~ 1.84. "***New Equity Transaction***" means the sale of 100% of the New Equity to the Successful Bidder pursuant to the terms of this Plan, the New Organizational Documents, and the other applicable Definitive Documents.

~~1.96.~~1.85. "***New Organizational Documents***" means the new Organizational Documents of the Reorganized Debtor, to be entered into on the Effective Date, as part of the New Equity Transaction, including any necessary certificate of incorporation, limited liability company agreement, operating agreement, or similar agreements.

~~1.97.~~1.86. "***Non-Debtor Releasing Party***" means any Releasing Party that is not the Debtor.

~~1.98.~~1.87. "***Organizational Documents***" means, with respect to any Person other than a natural person, the documents by which such Person was organized or formed (such as a certificate of incorporation, certificate of formation, certificate of limited partnership, or articles

of organization) or which relate to the internal governance of such Person (such as by-laws or a partnership agreement, or an operating, limited liability company or members agreement).

~~1.99.~~1.88. "***Other Priority Claim***" means any Claim other than an Administrative Expense Claim or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

~~1.100.~~1.89. "***Other Secured Claim***" means any Secured Claim against the Debtor other than the Prepetition Secured Obligations.

~~1.101.~~1.90. "***Person***" has the meaning set forth in section 101(14) of the Bankruptcy Code and also means any individual, corporation, partnership, association, indenture trustee, limited liability company, cooperative, organization, joint stock company, joint venture, estate, fund, trust, unincorporated organization, Governmental Unit or any political subdivision thereof, or any other Entity or organization of whatever nature.

~~1.102.~~1.91. "***Petition Date***" means the date on which the Debtor commenced the Chapter 11 Case.

~~1.103.~~1.92. "***Plan***" means this plan under chapter 11 of the Bankruptcy Code, that is embodied in this Combined Disclosure Statement and Plan, together with any amendments or modifications hereto as the Debtor may file hereafter in accordance with the terms of this Plan.

~~1.104.~~1.93. "***Plan Administrator***" means Accordion Partners, LLC, which shall act as the trustee of the Liquidation Trust and shall be responsible for reconciling Claims after the Effective Date, effectuating distributions from the Liquidation Trust Assets on account thereof, and providing all related services, including the services set forth in Article VIII of the Plan.

~~1.105.~~1.94. "***Plan Assumed Contracts List***" means the list or lists of Assumed Contracts that may be designated for assumption or assumption and assignment pursuant to the Plan, which may be included in preliminary form in the Plan Supplement.

~~1.106.~~1.95. "***Plan Documents***" means the documents, other than this Plan, to be executed, delivered, assumed, and/or performed in connection with the consummation of this Plan, including the documents to be included in the Plan Supplement and any and all exhibits to this Plan and the Disclosure Statement, each of which shall be in form and substance reasonably acceptable to CEI.

~~1.107.~~1.96. "***Plan Supplement***" means any compilation of documents and forms of documents (including term sheets), agreements, schedules, and exhibits to the Plan, each of which shall be in form and substance reasonably acceptable to CEI, including (i) the New Organizational Documents, (ii) the Schedule of Retained Causes of Action, (iii) the Restructuring Transactions Memorandum, (iv) the Liquidation Trust Agreement, (v) the Plan Assumed Contracts List, and (vi) any and all other documents necessary to effectuate the Restructuring Transactions or that are contemplated by the Plan, which shall be filed by the Debtor on or before the Plan Supplement Deadline, and additional documents, if any, filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement.

~~1.108.~~1.97. ***"Plan Supplement Deadline"*** means the deadline established by the Bankruptcy Court for the filing of the Plan Supplement.

~~1.109.~~1.98. "***Prepetition Secured Obligations***" means any Claim on account of the Energy Hedge Obligations and Senior Secured Promissory Note Obligations under or pursuant to the Credit Documents, including (i) prepetition accrued and unpaid principal, interest and fees and expenses (including professional fees) payable under the Credit Documents, and (ii) to the extent of the value of collateral securing such Prepetition Secured Obligations, postpetition interest and professional fees.

~~1.110.~~1.99. "***Prepetition Secured Parties***" means, collectively and individually, Citibank, as first lien administrative and collateral agent and second lien collateral agent under the Credit Documents, and CEI.

~~1.111.~~1.100. "***Priority Non-Tax Claim***" means any Claim, other than an Administrative Expense Claim, a Fee Claim or a Priority Tax Claim, entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code.

~~1.112.~~1.101. "***Priority Tax Claim***" means any Claim of a Governmental Unit of the kind entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

~~1.113.~~1.102. **"*Post-Closing Assumed Contracts List*"** has the meaning provided in Section 11.2.

~~1.114.~~ 1.103. **"*Pro Rata*"** means, unless indicated otherwise, the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that respective Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

~~1.115.~~1.104. "***Professional Fee Claim***" means any Claim by a Professional Person for compensation for services rendered or reimbursement of expenses incurred by such Professional Person on or after the Petition Date through and including the Confirmation Date under sections 328, 330, 331, 503(b)(2), 503(b)(4), or 503(b)(5) of the Bankruptcy Code (including transaction and success fees) to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional Person's requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim.

~~1.116.~~1.105. "***Professional Fee Escrow Account***" means an account funded by the Debtor with Cash no later than the Effective Date in the amount equal to the Professional Fee Escrow Amount.

~~1.117.~~1.106. "***Professional Fee Escrow Amount***" means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses the Professional Persons have incurred or will incur in rendering services in connection with the Chapter 11 Case prior to and

as of the Effective Date, which shall be estimated pursuant to the method set forth in Article II of the Plan.

~~1.118.~~1.107. "***Professional Person(s)***" means all Persons (a) retained by order of the Bankruptcy Court in connection with the Chapter 11 Case, pursuant to sections 327, 328, 363, or 1103 of the Bankruptcy Code, excluding any ordinary course professionals retained pursuant to an order of the Bankruptcy Court, or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

~~1.119.~~1.108. "***Proof of Claim***" means a proof of Claim filed by a Holder of a Claim against the Debtor in the Chapter 11 Case.

~~1.120.~~1.109. "***Proof of Interest***" means a proof of Interest filed by a Holder of any Interest in the Debtor in the Chapter 11 Case.

~~1.121.~~1.110. "***Related Parties***" means collectively with respect to any Person or Entity, each of, and in each case solely in its capacity, such Person's or Entity's predecessors, successors, assigns and present and former Affiliates (whether by operation of law or otherwise) and subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members (including ex officio members and managing members), managers, managed accounts or funds, management companies, fund advisors, advisory or subcommittee board members, partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and other professionals, and any Person or Entity claiming by or through any of them, including such Related Parties' respective heirs, executors, estates, servants, and nominees.

~~1.122.~~1.111. "***Release Objection"*** means an objection to the releases set forth in Article XIII of this Plan filed by any Holders of Claims or Interests prior to the deadline to object to confirmation of the Plan.

~~1.123.~~1.112. "***Released Parties***" means, collectively, and each solely in its capacity as such: (a) the Debtor, its Estate, and the Reorganized Debtor; (b) the Plan Administrator, including as trustee on behalf of the Liquidation Trust; (c) the Prepetition Secured Parties; (d) the CRO; (e) the Independent Manager; (f) Professional Persons retained by the Debtor; and (g) solely with respect to (b) through (f), each of such parties' Affiliates and Related Parties.

~~1.124.~~1.113. "***Releasing Parties***" means, collectively, and each solely in its capacity as such: (a) the Debtor, its Estate, and the Reorganized Debtor; (b) the Plan Administrator, including as trustee on behalf of the Liquidation Trust; (c) the Prepetition Secured Parties; (d) the CRO; (e) the Independent Manager; (f) the Successful Bidder; and (g) all Holders of Claims or Interests that (i) vote to accept or reject the Plan and do not timely make the Third-Party Release Opt-Out Election by checking the relevant box on their Ballots or submitting a Third-Party Release Opt-Out Form, thereby indicating such Holders' decision not to participate in the releases set forth in Article XIII of the Plan; (ii) are deemed to accept or reject the Plan and either do not timely make the Third-Party Release Opt-Out Election by submitting the Third-Party Release Opt-Out Form or do not file a Release Objection; (iii) do not vote to accept or reject the Plan, and either do not timely make the Third-Party Release Opt-Out Election by submitting the

Third-Party Release Opt-Out Form or do not file a Release Objection; and (iv) all unimpaired creditors of the Debtor who either do not timely make the Third-Party Release Opt-Out Election by submitting the Third-Party Release Opt-Out Form or file a Release Objection.

~~1.125.~~1.114. "***Reorganized Debtor***" means on or after the Effective Date, the Debtor, as reorganized pursuant to this Plan pursuant to the New Equity Transaction, or any successors thereto, by merger, consolidation, reorganization or otherwise.

~~1.126.~~1.115. "***Restructuring Transactions***" means either (a) the New Equity Transaction or (b) the Sale Transaction, or (c) both the New Equity Transaction and the Sale Transaction, as the context requires.

~~1.127.~~1.116. "***Restructuring Transactions Memorandum***" means, solely in the event of the New Equity Transaction, a document to be included in the Plan Supplement that will set forth the material components of the Restructuring Transactions, including a summary of any transaction steps necessary to complete the Plan, which shall be in form and substance reasonably acceptable to CEI.

~~1.128.~~1.117. "***Restructuring Transaction Proceeds***" means all proceeds from consummation of the Sale Transaction or New Equity Transaction, as applicable, that are distributable or payable to the Estate, which proceeds shall consist of Cash.

~~1.129.~~ 1.118. **"*Retained Causes of Action*"** means all Causes of Actions, rights and claims described in the Schedule of Retained Causes of Action filed with the Plan Supplement.

~~1.130.~~1.119. "***Sale Documents***" means one or more asset purchase agreements, transition services agreements, other agreements, instruments, pleadings, orders and related documents, including, without limitation, the assignment and transfer of the applicable list of Assumed Contracts and bills of sale, pursuant to which the Debtor implements and consummates any Sale Transaction, which shall be in form and substance reasonably acceptable to CEI.

~~1.131.~~1.120. "***Sale Order***" means the order entered by the Bankruptcy Court authorizing and approving the Sale Transaction, each of which shall be in form and substance reasonably acceptable to CEI and the Successful Bidder.

~~1.132.~~1.121. "***Sale Process***" means the sale process conducted in accordance with the Bidding Procedures Order.

~~1.133.~~1.122. "***Sale Transaction***" means a sale of all or substantially all the assets of the Debtor, which may be through one or more sale of the assets of the Debtor, pursuant to the terms of this Plan, the Sale Documents, and the other applicable Definitive Documents.

~~1.134.~~1.123. **"*Schedules*"** means, collectively, the schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs filed by the Debtor pursuant to section 521 of the Bankruptcy Code and in substantial conformance with the official bankruptcy forms, as the same may have been amended, modified, or supplemented from time to time.

~~1.135.~~1.124. "***Schedule of Retained Causes of Action***" means the schedule of Retained Causes of Action, including any Retained Causes of Action that shall vest in the Reorganized Debtor or Liquidation Trust, as applicable, on the Effective Date, which will be contained in the Plan Supplement, which shall be in form and substance reasonably acceptable to CEI.

~~1.136.~~1.125. "***Secured Claim***" means a Claim: (a) that is secured by a valid, perfected and enforceable Lien on Collateral, to the extent of the value of the Claim Holder's interest in such Collateral as of the Confirmation Date; (b) to the extent that the Holder thereof has a valid right of setoff pursuant to section 553 of the Bankruptcy Code; or (c) otherwise Allowed pursuant to the Plan or order of the Bankruptcy Court as a secured claim.

~~1.137.~~1.126. "***Securities Act***" means the Securities Act of 1933, as amended.

~~1.138.~~1.127. **"*Senior Secured Promissory Note*"** means that certain Senior Secured Promissory Note in the principal amount of $5,000,000.00 executed by the Debtor in favor of CEI as energy hedge provider, and Citibank as first lien administrative and collateral agent.

~~1.139.~~1.128. "***Successful Bid***" means the bid(s), that the Debtor determines, in accordance with the Bidding Procedures, to be the highest and otherwise best offer for the benefit of the Estate under the Bidding Procedures, for either (i) all or substantially all of the Debtor's assets pursuant to a Sale Transaction or (ii) the New Equity to be acquired pursuant to a New Equity Transaction.

~~1.140.~~1.129. "***Successful Bidder***" means any Entity or Entities whose bid(s) for all or substantially all of the Debtor's assets or New Equity is determined to be the Successful Bid. For the avoidance of doubt, the Successful Bidder may be more than one Entity, submitting one or more bids, and if applicable, use of the term "Successful Bidder" herein may be read as "Successful Bidders." Where a Successful Bidder has consent rights (or is referenced) under the Plan, such consent rights (or reference) only apply to the extent such consent right (or reference) relates to the respective Successful Bidder's Restructuring Transaction.

~~1.141.~~1.130. **"*Supplemental Assumption and Assignment Notice*"** has the meaning provided in the Bidding Procedures Order.

~~1.142.~~1.131. "***Supplemental Plan Assumed Contracts List***" has the meaning set forth in Section 11.3 of this Plan.

~~1.143.~~1.132. "***Third-Party Release***" means the third-party release set forth in Article XIII of this Plan.

~~1.144.~~1.133. ***"Third-Party Release Opt-Out Election"*** means the election to be made by Holders of Claims by checking the relevant box on their Ballots or submitting a Third-Party Release Opt-Out Form.

~~1.145.~~1.134. **"*Third-Party Release Opt-Out Form*"** means the form to be submitted by Holders of Claims that do not receive or submit Ballots in accordance with the Solicitation Procedures Order.

~~1.146.~~1.135. "***Unexpired Lease***" means a lease to which the Debtor is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

~~1.147.~~1.136. "***U.S. Trustee***" means the United States Trustee for Region 7.

~~1.148.~~1.137. "***U.S. Trustee Fees***" means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

~~1.149.~~1.138. ***"Wind Down"*** means the administration and wind down of any remaining affairs of the Estate, as well as the dissolution and liquidation of the Wind Down Debtor's Estate, if applicable, after the Effective Date.

~~1.150.~~1.139. "***Wind Down Account***" means an account funded by the Debtor with Cash no later than the Effective Date, in the amount consistent with the Wind Down Budget, and administered thereafter by the Plan Administrator.

~~1.151.~~1.140. "***Wind Down Amount***" means, an amount funded from the Debtor's Cash on hand and Restructuring Transaction Proceeds on the Effective Date that is sufficient to fund (a) the payment in full of Allowed Administrative Expense Claims, Allowed Priority Tax Claims, and Allowed Other Priority Claims to the extent not otherwise assumed by the Successful Bidder or Reorganized Debtor under any Definitive Documents, (b) the costs to wind down the Estate and Chapter 11 Case and administer the Liquidation Trust in accordance with the Wind Down Budget.

~~1.152.~~1.141. "***Wind Down Budget***" means a budget, which shall be in form and substance reasonably acceptable to CEI, for the reasonable activities and expenses to be incurred by the Plan Administrator in winding down the Chapter 11 Case and administering the Liquidation Trust, which shall be set forth in the Plan Supplement, as it may be amended by the Debtor prior to the Effective Date.

~~1.153.~~1.142. "***Wind Down Debtor***" means, on or after the Effective Date, the Debtor if it is not a Reorganized Debtor pursuant to and under a New Equity Transaction.

B. Interpretation; Application of Definitions and Rules of Construction.

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in, or exhibit to, this Plan. The words "herein," "hereof," "hereto,"~~,~~ "hereunder," and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein. The use of "include" or "including" is without limitation, whether stated or not. Whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of this Plan. Any reference in this Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented. References to "Proofs of Claim," "Holders of Claims," "Disputed Claims," and the like shall include "Proofs of Equity Interests,"

		Yes	Yes	$117,559,662.00	80-100%
Class 4	General Unsecured Claims[3]	Yes	Yes	$35,000.00 to $790,000.00	19-100%
Class 5	510(b) Claims[4]	Yes	Yes	$0.00	0%
Class 6	Existing Equity Interests[5]	Yes	Yes	N/A	$0.00 to UNKNOWN

Except for the Claims addressed in Article II above (or as otherwise set forth herein), all Claims and Interests are placed in Classes as set forth above. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtor has not classified Administrative Expense Claims, Fee Claims, U.S. Trustee Fees and Priority Tax Claims, as described in Article II.

If a controversy arises regarding whether any Claim is properly classified under the Plan for purposes of voting, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the Holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

THE PROJECTED RECOVERIES SET FORTH ABOVE ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO MATERIAL CHANGE.

The chart above summarizes the projected distributions to holders of Allowed Claims against the Debtor under the Plan. Although every reasonable effort was made to be accurate, the projections of estimated recoveries are only estimates. Any estimates of Claims in this Combined Disclosure Statement and Plan may vary from the final amounts Allowed by the Bankruptcy Court. As a result of the foregoing and other uncertainties which are inherent in the estimates, any estimated recoveries in this Combined Disclosure Statement and Plan may vary from the actual recoveries received. In particular, projected recoveries are materially dependent upon the results of the Debtor's ongoing marketing and Sale Process and the final amount of the Restructuring Transaction Proceeds.

In addition, the ability to receive distributions under the Plan depends upon the ability of the Debtor to obtain confirmation of the Plan and meet the conditions to confirmation and effectiveness of the Plan, as discussed herein. The recoveries set forth above are projected recoveries only and may change based upon changes in the amount of Allowed Claims as well as

[3] Disclosure is based upon scheduled unsecured claims, with lower end of range representing total of Claims that are not listed in the Schedules as contingent, unliquidated, or disputed and high end of range based on total of all Claims in the relevant Schedules. The Debtor, Wind Down Debtor, and Plan Administrator reserve all objections to any filed or scheduled Claims.

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

[5] Class 6 is being solicited on the basis that a residual recovery to Existing Equity Interests is possible under the Plan depending upon the results of the Sale Process and total amount of Restructuring Transaction Proceeds.

Date. In exchange for the Successful Bidder's payment of the Restructuring Transaction Proceeds to the Debtor, the Debtor's assets shall be sold to the Successful Bidder under the terms of the Sale Order, the Sale Documents, this Plan, and the other applicable Definitive Documents.

In the event of a Sale Transaction, except as otherwise provided in the Sale Order, the Plan, the Sale Documents, or the other Definitive Documents, or any agreement, instrument, or other document incorporated herein or therein, upon the closing of the Sale Transaction: (a) all property of the Estate, including all Causes of Action that are designated to be sold and assigned to the Successful Bidder, other than the Liquidation Trust Assets, shall vest in the Successful Bidder, free and clear of all Liens, Claims, charges, or other encumbrances against the Debtor, the Estate, or the Debtor's property, all as more particularly provided in the Sale Order; and (b) except as provided in this Plan, the Liquidation Trust Assets shall vest in the Liquidation Trust, free and clear of all Liens, Claims, charges, setoff rights, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Plan Administrator ~~Reorganized Debtor~~ may operate the Wind Down Debtor's business and may use, acquire, or dispose of the Wind Down Debtor's property without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. For the avoidance of doubt, the Wind Down Debtor shall have no right, title, or interest in any of the (x) Professional Fee Escrow Amount to be deposited in the Professional Fee Escrow Account, (y) the Wind Down Amount to be deposited in the Wind Down Account, or (z) the GUC Recovery Contribution to be contributed to the Liquidation Trust.

Notwithstanding any provision of the Plan to the contrary, any Lien or Claim that is designated in the Sale Documents to be an Assumed Liability of the Successful Bidder, shall be assumed by the Successful Bidder and shall not be an obligation of the Debtor, its Estate, or the Liquidation Trust.

The provisions of this Section 8.5 are without limitation or waiver of the Sale Order and the terms of such Sale Order are incorporated herein by reference.

8.6. *Authority to Effectuate Restructuring Transactions*

Following entry of the Confirmation Order and subject to any applicable limitations set forth in the Definitive Documents, or as soon as reasonably practicable thereafter, the Debtor, the Reorganized Debtor (as applicable), and the Plan Administrator may take all actions as may be necessary or appropriate to effectuate the Restructuring Transactions (including any transaction described in, approved by, contemplated by or necessary to effectuate this Plan or the Restructuring Transactions), and as may be set forth in the Restructuring Transactions Memorandum, including: (a) the execution and delivery of appropriate agreements or other documents of reorganization containing terms that are consistent with the terms of this Plan and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of this Plan; (c) the filing of appropriate certificates of incorporation, merger, migration, consolidation, or other Organizational Documents with the appropriate governmental authorities pursuant to applicable law; (d) the execution, delivery, and filing, if applicable, of the New Organizational Documents; (e) such other transactions that are required to effectuate the Restructuring Transactions, including any

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~~5) in the best interests of the Debtor and its Estate; (~~5~~6) fair, equitable, and reasonable; (~~6~~7) given and made after consideration of the likelihood of success of any Claims released pursuant to the Third-Party Release and after due notice and opportunity for hearing; and (~~7~~8) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

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.