IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: TONOPAH SOLAR ENERGY, LLC,[1] Debtor.	Chapter 11 Case No. 26-10060 (JKS) **Objection Deadline: February 11, 2026, at 4:00 p.m. (ET)** **Hearing Date: February18, 2026, at 10, a.m. (ET)**

APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTOR TO RETAIN AND EMPLOY DLA PIPER LLP (US) AS COUNSEL, EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

The above-captioned debtor and debtor in possession (the "Debtor"), applies for the entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), authorizing the Debtor's retention and employment of DLA Piper LLP (US) ("DLA Piper") as counsel to the Debtor, effective as of the Petition Date, and states as follows in support of this application (this "Application")[2]:

RELIEF REQUESTED

1. The Debtor seeks authority to retain and employ DLA Piper, as counsel to the Debtor, effective as of the Petition Date. In support of this Application, the Debtor submits and incorporates by reference the *Declaration of Rachel Ehrlich Albanese* (the "Albanese Declaration"), a copy of which is attached to this Application as **Exhibit B**, and the *Declaration of Yale Scott Bogen* (the "Bogen Declaration"), a copy of which is attached to this Application as **Exhibit C**.

[1] The Debtor in this chapter 11 case, along with the last four digits of its federal tax identification number, is Tonopah Solar Energy, LLC (1316). The Debtor's headquarters is located at 11 Gabbs Pole Line Road, Box 1071, Tonopah, NV 89049.

[2] Capitalized terms used but not defined in this Application have the meaning given to such terms in the First Day Declaration. A detailed description of the Debtor and its business, including the facts and circumstances giving rise to the Debtor's Chapter 11 Case, is set forth in the *Declaration of Yale Scott Bogen in Support of Debtor's Chapter 11 Petition and First Day Motions* [D.I. 12] (the "First Day Declaration").

JURISDICTION AND VENUE

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).

3. Under rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtor consents to the entry of a final order by the Court in connection with this Application to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with article III of the United States Constitution.

4. Venue is proper in this District under 28 U.S.C. §§ 1408 and 1409.

5. The statutory and legal bases for the relief requested in this Application are sections 327(a) and 330 of 11 U.S.C. § 101 *et seq*. (the "Bankruptcy Code"), Rules 2014(a), 2016(b) and 6003 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Local Rule 2014-1.

BACKGROUND

6. On January 21, 2026 (the "Petition Date"), the Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Debtor is operating its business and managing its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. No official committees have been appointed in the chapter 11 case, and no request has been made for the appointment of a trustee or examiner.

DLA PIPER'S QUALIFICATIONS

8. DLA Piper is well qualified to serve as Debtor's counsel in this chapter 11 case. DLA Piper, including its international affiliates, is one of the largest law firms in the world, with

a national and global practice, and substantial experience in virtually all aspects of the law that may arise in this chapter 11 case.

9. DLA Piper's award-winning restructuring group provides an array of sophisticated services to assist financially distressed businesses and their creditors in a broad range of challenging circumstances. The group comprises approximately 300 attorneys around the world. DLA Piper's lawyers have played significant roles in many cases under the Bankruptcy Code as counsel to debtors, including, among many others: *In re Azzur Group Holdings, et al.*, Case No. 25-10342(KBO) (Bankr. D. Del. Mar. 2, 2025); *In re UpHealth Holdings, Inc., et al.*, Case No. 23-11476 (LSS) (Bankr. D. Del. Nov. 16, 2023); *In re Vesttoo Ltd., et al.*, Case No. 23-11160 (MFW) (Bankr. D. Del. Sept. 21, 2023); *In re AeroFarms, Inc., et al.*, Case No. 23-10737 (MFW) (Bankr. D. Del. July 29, 2023); *In re Fast Radius, Inc., et al.*, Case No. 22-11051 (JKS) (Bankr. D. Del. Dec. 13, 2022); *EYP Group Holdings, Inc., et al.* Case No. 22-10367 (MFW) (Bankr. D. Del. April 24, 2022); *In re Pennsylvania Real Estate Investment Trust, et al.*, Case No. 20-12737 (KBO) (Bankr. D. Del. November 1, 2021); *In re Valeritas Holdings, Inc.*, Case No. 20-10290 (LSS) (Bankr. D. Del. February 9, 2020); *In re Comcar Industries, Inc.*, Case No. 20-11120 (JTD) (Bankr. D. Del. May 17, 2020); *In re LK Bennett U.S.A, Inc.*, Case No. 19-10760 (JTD) (Bankr. D. Del. April 3, 2019); *In re Celadon Group, Inc., et al.*, Case No. 19-12606 (KBO) (Bankr. D. Del. Dec. 8, 2019); and *In re Promise Healthcare Group, LLC, et al.*, Case No. 18-12491 (CSS) (Bankr. D. Del. Nov. 5, 2018).

10. DLA Piper is familiar with the Debtor's business through DLA Piper's prepetition representation of the Debtor, which commenced in March 2025. DLA Piper and the Debtor agreed that DLA Piper would provide legal services to the Debtor in connection with this chapter 11 case pursuant to that certain engagement letter agreement between the Debtor and DLA Piper, dated as

of March 27, 2025 (the "Engagement Letter"), a copy of which is attached to this Application as **Exhibit D**. Over the course of the past ten months, DLA Piper has acquired substantial knowledge regarding the Debtor that will result in effective and efficient services and guidance in the chapter 11 process.

SERVICES TO BE PROVIDED

11. The Debtor anticipates that DLA Piper will render general legal services to the Debtor as needed throughout the chapter 11 case, including without limitation, bankruptcy, corporate, capital markets, employee benefits, finance, intellectual property, labor and employment, litigation, real estate, and tax advice. The bankruptcy services include, among others:

(a) advising the Debtor of its rights, powers and duties as a debtor and debtor in possession, while operating and managing its business and property under chapter 11 of the Bankruptcy Code;

(b) preparing on behalf of the Debtor all necessary and appropriate applications, motions, proposed orders, other pleadings, notices, schedules and other documents and reviewing all financial and other reports to be filed in the chapter 11 case, to the extent not already prepared;

(c) advising the Debtor concerning and preparing responses to, applications, motions, other pleadings, notices and other papers that may be filed by other parties in the chapter 11 case;

(d) advising the Debtor with respect to, and assisting in the negotiation and documentation of asset purchase agreements or other definitive deal documentation, financing agreements, and related transactions;

(e) advising the Debtor regarding actions to collect and recover property for the benefit of its estate;

(f) advising the Debtor concerning executory contract and unexpired lease assumptions and assignments and rejections;

(g) assisting the Debtor in reviewing, estimating and resolving claims asserted against the Debtor's estate;

(h) assisting the Debtor in complying with applicable laws and governmental regulations; and

(i) providing any other services to the extent requested by the Debtor.

12. The Debtor requires knowledgeable counsel to provide these essential professional services. Not only does DLA Piper have substantial legal expertise, but DLA Piper also has obtained valuable institutional knowledge of the Debtor's business and financial affairs through its prepetition representation of the Debtor. DLA Piper will use reasonable efforts to coordinate with the Debtor and other professionals retained in this chapter 11 case to avoid unnecessary duplication. The Debtor submits that DLA Piper is well-qualified to perform these services and skillfully represent the Debtor's interests in this chapter 11 case.

COMPENSATION OF DLA PIPER

13. Subject to the Court's approval of this Application, DLA Piper intends to (a) charge for its legal services on an hourly basis in accordance with its ordinary and customary hourly rates in effect on the date the services are rendered,[3] and (b) seek reimbursement of actual and necessary out-of-pocket expenses. The names, positions, and current hourly rates of the DLA Piper lawyers and paraprofessionals currently expected to have primary responsibility for providing services to the Debtor are set forth in the Albanese Declaration.[4] The Debtor believes that DLA Piper's hourly rates and terms of engagement are appropriate, fair and reasonable.

14. DLA Piper will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with providing the legal services described above.

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[3] The hourly rates charged by DLA Piper professionals may differ based on, among other things, the professional's level of experience and the rates normally charged in the office in which the professional resides.

[4] DLA Piper's hourly rates are normally adjusted annually as of January 1 but may change from time to time in accordance with DLA Piper's established billing practices and procedures. For prepetition services, DLA Piper offered the company a 10% courtesy discount on its fees, which DLA Piper will continue to offer throughout this chapter 11 case. As a courtesy, DLA Piper agreed to extend 2025 standard rates to the Debtor for the prepetition period from January 1, 2026 through the Petition Date. If DLA Piper's rates are adjusted at any time, DLA Piper will provide the U.S. Trustee with prompt notice of the adjusted rates.

DLA Piper intends to apply to the Court for compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any additional procedures that have been or may be established by the Court in this chapter 11 case. DLA Piper has agreed to accept as compensation such sums as may be allowed by the Court. DLA Piper understands that interim and final fee awards are subject to approval by the Court.

DISCLOSURE CONCERNING CONFLICTS OF INTEREST

15. In reliance on the Albanese Declaration, the Debtor believes that, except as set forth in the Albanese Declaration: (a) DLA Piper has no connection with the Debtor, its creditors, the U.S. Trustee, any person employed in the Office of the U.S. Trustee or any other party with an actual or potential interest in this chapter 11 case or their respective attorneys or accountants; (b) DLA Piper is not a creditor, equity security holder or insider of the Debtor; (c) DLA Piper is not and was not, within two years of the Petition Date, a director, officer or employee of the Debtor; and (d) DLA Piper does not have an interest adverse to the Debtor, its estate or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with or interest in the Debtor, or for any other reason. Accordingly, the Debtor believes that DLA Piper is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code.

NOTICE

16. Notice of this Application will be provided to: (a) the Office of the United States Trustee for Region 3; (b) the Office of the United States Attorney for the District of Delaware; (c) the holders of the twenty (20) largest unsecured creditors against the Debtor; (d) counsel to the Prepetition Lender and the DIP Lender; (e) the Internal Revenue Service; (f) the attorneys general

for the States of Delaware and Nevada; (g) the Bureau of Land Management; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. Notice of this Application and any order entered with respect to the Application will be served in accordance with Local Rule 9013-1(m). The Debtor respectfully submits that such notice is sufficient, and no other further notice of this Application is required.

WHEREFORE, the Debtor respectfully requests that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested in this Application and such other and further relief as the Court may deem just and proper.

Dated: January 28, 2026
Fort Lauderdale, Florida

Respectfully submitted,

/s/ Yale Scott Bogen
Yale Scott Bogen
Chief Restructuring Officer

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: TONOPAH SOLAR ENERGY, LLC,[1] Debtor.	Chapter 11 Case No. 26-10060 (JKS) **Related D.I. __**

ORDER (I) AUTHORIZING THE DEBTOR
TO RETAIN AND EMPLOY DLA PIPER LLP (US) AS COUNSEL,
EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

Upon the *Application of the Debtor for Entry of an Order (I) Authorizing the Debtor to Retain and Employ DLA Piper LLP (US) as Counsel, Effective as of the Petition Date and (II) Granting Related Relief* [D.I. __] (the "Application"),[2] filed by Tonopah Solar Energy, LLC (the "Debtor") for entry of an order (this "Order"), (i) authorizing the Debtor to retain and employ DLA Piper LLP (US) ("DLA Piper") as counsel, effective as of the Petition Date and (ii) granting related relief, all as further described in the Application; and upon consideration of the First Day Declaration, the Albanese Declaration, and the Bogen Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found this is a core proceeding under 28 U.S.C. § 157(b)(2)(A); and this Court having found that this Court 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 Application in this District is proper under 28 U.S.C. §§ 1408 and 1409; and this Court having found the Debtor's notice of the Application and opportunity for a hearing

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[2] Capitalized terms not otherwise defined in this Order have the meaning given to them in the Application.

were adequate and appropriate under the circumstances and no other or further notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested in the Application at any hearing before this Court, and finding that DLA Piper is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code, except as set forth in the Albanese Declaration, and that (a) DLA Piper has no connection with the Debtor, its creditors, the U.S. Trustee for Region 3, any person employed by the U.S. Trustee or any party with an actual or potential interest in this chapter 11 case or their respective attorneys or accountants, except as set forth in the Albanese Declaration, (b) DLA Piper is not a creditor, equity security holder or insider of the Debtor, (c) DLA Piper is not and was not, within two years of the Petition Date, a director, officer or employee of the Debtor, and (d) DLA Piper neither has nor represents an interest adverse to the interests of the estate or of any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor or for any other reason; and the Court having determined that the legal and factual bases set forth in the Application, the First Day Declaration, the Albanese Declaration, the Bogen Declaration and any hearing on the Application establish just cause for the relief granted in this Order; and the Court having found and determined that the relief sought in the Application is in the best interests of the Debtor's estate, its creditors and other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth in this Order.

2. The Debtor is authorized to retain and employ DLA Piper as its counsel in this chapter 11 case, pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rule 2014 and

Local Rule 2014-1, on the terms and conditions set forth in the Application, effective as of the Petition Date.

3. DLA Piper shall apply for and may be compensated for its services and reimbursed for any related expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable orders or procedures of this Court.

4. DLA Piper shall not charge a markup to the Debtor with respect to fees billed by contract attorneys who are hired by DLA Piper to provide services to the Debtor and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

5. To the extent that this Order is inconsistent with the Application or the Engagement Letter, the terms of this Order shall govern.

6. Notice of the Application as described therein was good and sufficient notice of the Application and the requirements of Bankruptcy Rule 6004(a), if applicable, and the Local Rules are satisfied by such notice.

7. The Debtor and DLA Piper are hereby authorized to take all actions they deem necessary to effectuate the relief granted in this Order.

8. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. This Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT B

Albanese Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: TONOPAH SOLAR ENERGY, LLC ,[1] Debtor.	Chapter 11 Case No. 26-10060 (JKS)

DECLARATION OF RACHEL EHRLICH ALBANESE

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules") and Rule 2014-1(a) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), I, Rachel Ehrlich Albanese, declare that the following is true to the best of my knowledge, information and belief:

1. I am an attorney at law admitted and in good standing to practice in the states of New Jersey and New York.

2. I am a partner in the law firm DLA Piper LLP (US) ("DLA Piper" or the "Firm"), located at, among other locations, 1251 Avenue of the Americas, New York, New York 10020, and am duly authorized to make this declaration on behalf of DLA Piper (this "Declaration"). I make this Declaration in support of the *Application of the Debtor for Entry of an Order (I) Authorizing the Debtor to Retain and Employ DLA Piper LLP (US) as Counsel, Effective as of the Petition Date and (II) Granting Related Relief* (the "Application").[2] The facts set forth in this Declaration are based upon my personal knowledge, discussions with other DLA Piper attorneys and the Firm's client/matter records that were reviewed by me or other DLA Piper attorneys acting under my supervision and direction. DLA Piper, together with its international affiliates, currently

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[2] Capitalized terms not otherwise defined herein have the meaning given to them in the Application.

employs approximately 4,500 lawyers worldwide, approximately 1,400 of whom are in the United States. To the extent any information disclosed in this Declaration requires amendment or modification upon DLA Piper's completion of further review or as additional information becomes available, DLA Piper will submit a supplemental declaration to the Court reflecting such amended or modified information.

3. DLA Piper is well-suited to serve as Debtor's counsel in this Chapter 11 case. DLA Piper, including its international affiliates, is one of the largest law firms in the world, with a national and global practice and has substantial experience in virtually all aspects of the law that may arise in this chapter 11 case.

4. DLA Piper's restructuring group provides an array of sophisticated services to assist financially distressed businesses and their creditors in maximizing values and recoveries in a broad range of challenging circumstances. The group comprises more than 300 attorneys around the world. DLA Piper's lawyers have played significant roles in many large and middle market cases as counsel to debtors, including, among many others: *In re Azzur Group Holdings, et al.*, Case No. 25-10342(KBO) (Bankr. D. Del. Mar. 2, 2025); *In re UpHealth Holdings, Inc., et al.*, Case No. 23-11476 (LSS) (Bankr. D. Del. Nov. 16, 2023); *In re Vesttoo Ltd., et al.*, Case No. 23-11160 (MFW) (Bankr. D. Del. Sept. 21, 2023); *In re AeroFarms, Inc., et al.*, Case No. 23-10737 (MFW) (Bankr. D. Del. July 29, 2023); *In re Fast Radius, Inc., et al.*, Case No. 22-11051 (JKS) (Bankr. D. Del. Dec. 13, 2022); *In re EYP Group Holdings, Inc., et al.*, Case No. 22-10367 (MFW) (Bankr. D. Del. April 24, 2022); *In re Pennsylvania Real Estate Investment Trust, et al.*, Case No. 20-12737 (KBO) (Bankr. D. Del. November 1, 2021), *In re Valeritas Holdings, Inc.*, Case No. 20-10290 (LSS) (Bankr. D. Del. February 9, 2020), *In re Comcar Industries, Inc.*, Case No. 20-11120 (JTD) (Bankr. D. Del. May 17, 2020), *In re LK*

Bennett U.S.A, Inc., Case No. 19-10760 (JTD) (Bankr. D. Del. April 3, 2019), *In re Celadon Group, Inc., et al.*, Case No. 19-12606 (KBO) (Bankr. D. Del. Dec. 8, 2019); *In re Promise Healthcare Group, LLC, et al.*, Case No. 18-12491 (CSS) (Bankr. D. Del. Nov. 5, 2018).

DLA PIPER'S DISCLOSURE PROCEDURES

5. DLA Piper has a large and diversified legal practice representing many financial institutions and commercial enterprises. In preparing this Declaration, I used a set of procedures (the "Firm Disclosure Procedures") developed by DLA Piper to ensure compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules regarding the retention of professionals. I caused to be performed the actions described below to identify DLA Piper's connections to parties in interest in this case in accordance with the Firm Disclosure Procedures.

6. In preparing this Declaration, I caused to be submitted for review under the Firm's regularly updated conflicts check system the names of various parties in interest in this Chapter 11 case (collectively, the "Interested Parties"), as received from the Debtor. A list of the Interested Parties is attached to this Declaration as **Schedule 1**. The results of the conflicts check were compiled and analyzed by DLA Piper attorneys acting under my supervision. The results of the conflicts check are set forth in **Schedule 2** attached to this Declaration.

DLA PIPER'S CONNECTIONS WITH INTERESTED PARTIES

7. To the best of my knowledge, based on the review procedures described above, DLA Piper does not have any "connections" to the Interested Parties, except as described in this Declaration. While neither the term "connection," as used in Bankruptcy Rule 2014, nor the proper scope of a professional's search for a "connection" has been defined, out of an abundance of caution I am disclosing many representations that I do not understand to be disqualifying or

problematic under either the Bankruptcy Code or, to the extent applicable, standards of professional ethics.

8. Neither I, nor any partner, of counsel or associate of DLA Piper, as far as I have been able to ascertain, has any connection with the Debtor, its creditors, the Debtor's professionals and accountants or any other Interested Party, except as set forth below or otherwise in this Declaration:

(a) Attached to this Declaration as **Schedule 1** and incorporated in this Declaration by reference, is a list of Interested Parties (or their affiliates) in this Chapter 11 case. **Schedule 2** attached to and incorporated in this Declaration by reference, discloses Interested Parties whom DLA Piper currently represents, has represented in the past, and may in the future represent in matters **unrelated** to the Debtor's Chapter 11 case. Although DLA Piper has represented, currently represents, and may continue to represent certain entities and individuals listed on **Schedule 2** attached to this Declaration, DLA Piper will not represent any such entity or individual in this Chapter 11 case. For the avoidance of doubt, DLA Piper will not commence a cause of action in this Chapter 11 case against the entities listed on **Schedule 2** attached to this Declaration that are current clients of DLA Piper unless DLA Piper has an applicable waiver on file or first receives a waiver from such entity allowing DLA Piper to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtor to commence an action against that entity, the Debtor will be represented in such particular matter by conflicts counsel.

(b) DLA Piper does not represent, and has not represented, any entities other than the Debtor in matters related to this Chapter 11 case.

(c) DLA Piper personnel may have business associations with certain creditors of the Debtor, counsel or other professionals involved in this Chapter 11 case. In the ordinary course of business, DLA may engage counsel or other professionals in unrelated matters, who now represent, or in the future may represent, creditors or other interested parties in this Chapter 11 case.

9. DLA Piper represented the Debtor prior to the Petition Date in connection with its strategic planning and restructuring efforts under that certain engagement letter between the Debtor and DLA Piper, dated as of March 27, 2025 (the "Engagement Letter"), a copy of which is attached to the Application as Exhibit D.

10. As disclosed on **Schedule 2**, an international affiliate of DLA Piper currently represents, and has in the past represented, ACS Actividades de Construcción y Servicios, S.A ("ACSSA"), the Debtor's ultimate parent company. DLA Piper's international affiliate represented ACSSA in connection with general corporate legal services limited to Europe, including Spain and the United Kingdom. DLA Piper has not represented, and will not represent, ACSSA or any other affiliate (collectively, the Corporate Group") in connection with any aspect of the Debtor or this chapter 11 case. For the avoidance of doubt, all current and prior DLA representations of ACSSA have been in matters unrelated to this chapter 11 case. The Corporate Group is represented by Kelley Drye & Warren LLP ("KDW") in this chapter 11 case.[3] I do not believe that DLA Piper's current or prior representation of ACSSA precludes DLA Piper from meeting the disinterestedness standard under the Bankruptcy Code.

11. Given the number of attorneys in its various offices, attorneys at DLA Piper may have professional, working or social relationships with firms or professionals at firms that may be adverse to the Debtor. In addition, certain attorneys at DLA Piper have spouses, parents, children, siblings, or fiancé(e)s, who are attorneys at other law firms or companies or are employees of one or more of the parties in interest. DLA Piper has strict policies against disclosing confidential information to anyone outside of DLA Piper, including spouses, parents, children, siblings, and fiancé(e)s.

12. DLA Piper, including its international affiliates, employs approximately 4,500 attorneys and 4,000 other employees worldwide. Despite the efforts described above to identify and disclose DLA Piper's connections with parties in interest in this chapter 11 case, because DLA

[3] KDW has represented the Corporate Group for over 20 years. Following the Debtor's emergence from the 2020 Chapter 11 Case when it became a wholly-owned subsidiary of the Corporate Group, Kelley Drye also provided legal services to the Debtor as a member of the Corporate Group.

Piper is an international firm with thousands of attorneys across more than one hundred offices and affiliated firms, and because the Debtor is a substantial enterprise with numerous creditor and other relationships, DLA Piper is unable to state with certainty that every client representation or other connection has been disclosed. In this regard, if DLA Piper discovers additional information requiring disclosure, I will file, or cause to be filed, a supplemental disclosure with the Court.

13. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry and as disclosed herein, neither I, nor DLA Piper, nor any partner, of counsel, or associate thereof holds or represents an interest adverse to the Debtor or its estate, and DLA Piper is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code, in that: (a) DLA Piper has no connection with the Debtor, its creditors, the U.S. Trustee, any person employed in the Office of the U.S. Trustee or any other party with an actual or potential interest in this chapter 11 case or their respective attorneys or accountants, except as set forth in this Declaration, (b) DLA Piper is not a creditor, equity security holder or insider of the Debtor, (c) DLA Piper is not and was not, within two (2) years of the Petition Date, a director, officer, or employee of the Debtor, and (d) DLA Piper neither holds nor represents an interest adverse to the Debtor, its estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the Debtor, or for any other reason.

DLA PIPER'S RATES AND BILLING PRACTICES

14. DLA Piper has not received any promises of payment or compensation in connection with this chapter 11 case other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and as disclosed in this Declaration.

15. It is DLA Piper's policy to charge its clients in all areas of practice for expenses incurred in connection with a client's matter. The expenses charged to clients include, among

other things, photocopying, witness fees, travel and lodging expenses, certain secretarial and other overtime expenses, filing and recording fees, postage, computerized research, electronic management services, other electronic services, vendor charges, express mail and messenger charges and expenses for "working meals." DLA Piper will charge the Debtor for these expenses in a manner and at reasonable rates consistent with charges made generally to its other clients, subject to this Court's approval of such expenses pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules and Local Rules as may from time to time be applicable, such procedures as may be fixed by order of this Court and consistent with the Engagement Letter. DLA Piper believes that failure to charge these expenses would require the Firm to increase its current hourly rates.

16. Subject to the Court's approval, DLA Piper intends to (a) charge for its legal services on an hourly basis in accordance with its ordinary and customary hourly rates in effect on the date services are rendered, and (b) seek reimbursement of actual and necessary out-of-pocket expenses.[4] DLA Piper will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of the legal services described in the Application by category and nature of the services rendered.

17. DLA Piper intends to apply to the Court for allowance and payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, as well as any additional procedures that may be established by the Court in this chapter 11 case.

18. DLA Piper's hourly rates are set at a level designed to compensate it fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. I believe that

[4] The hourly rates charged by DLA Piper professionals differ based on, among other things, the professional's level of experience and the rates normally charged in the location of the office in which the professional is resident.

these rates are commensurate with or lower than the hourly rates of other firms of similar size and expertise. The DLA Piper professionals and paraprofessionals expected to be most active in the Debtor's chapter 11 case, and their current standard hourly rates, include:

Rachel Ehrlich Albanese (Partner), New York	$2,195.00 per hour
Aaron S. Applebaum (Partner), Wilmington	$1,740.00 per hour
David M. Riley (Associate), New York	$1,585.00 per hour
Katherine J. Allison (Senior Attorney), Chicago	$1,465.00 per hour
Stephanie B. Cohen (Associate), Chicago	$1,375.00 per hour
Nicole McLemore (Associate), Miami	$1,260.00 per hour
Corinne Smith (Associate), Chicago	$985.00 per hour
William L. Countryman (Case Manager / Paralegal), Baltimore	$640.00 per hour
Tennille Wilson (Paralegal), Miami	$460.00 per hour

COMPENSATION RECEIVED BY DLA FROM THE DEBTOR

19. Per the terms of the Engagement Letter, on March 27, 2025, the Debtor paid $250,000 to DLA Piper, which, as stated in the Engagement Letter, constituted an "evergreen" advanced payment retainer. The Debtor subsequently paid to DLA Piper additional advanced payment retainers, totaling $3,628,795.10 in the aggregate.

20. As stated in the Engagement Letter, any advanced payment retainer is earned by DLA Piper upon receipt, the Debtor no longer has a property interest in any advanced payment retainer upon DLA Piper's receipt, any advanced payment retainer will be placed in DLA Piper's general account and will not be held in a client trust account, and the Debtor will not earn any interest on any advanced payment retainer.

21. A chart identifying the statements setting forth the professional services provided by DLA Piper to the Debtor and the related expenses incurred by DLA Piper, as well as the advanced payment retainers transferred by the Debtor to DLA Piper, in the 90-day period prior to the Petition Date, is set forth below:

Type of Transaction	Date	Amount of Fees and Expenses Listed on Statement	Amount of Retainer Requested	Amount Received	Retainer Balance
Retainer Balance	10/23/2025				$1,221,469.45
Fee & Expense Statement	10/31/2025	$299,659.25			$921,810.20
Fee & Expense Statement	11/11/2025	$270,090.70			$651,719.50
Receipt of Additional Retainer	11/28/2025			$569,749.95	$1,221,469.45
Fee & Expense Statement	12/10/2025	$318,105.00			$903,364.45
Fee & Expense Statement	01/12/2026	$100,233.55			$803,140.90
Fee & Expense Statement	01/21/2026	$288,408.65			$514,732.25

* Covering period up to January 21, 2026.

22. As of the Petition Date, the Debtor did not owe DLA Piper any amounts for legal services rendered before the Petition Date. In addition, DLA Piper has applied the Retainer to pay the accrued fees for services performed and expenses incurred through the Petition Date (the "Prepetition Services Payment"). The Prepetition Services Payment included actual fees and expenses that had been incurred and recorded on DLA Piper's billing system as well as an estimate of fees and expenses to be incurred through the Petition Date, but not yet recorded on DLA Piper's billing system. As a result of the application of the Retainer to the Prepetition Services Payment, including for the estimated fees and expenses through the Petition Date, and waiver of any additional fees and expenses incurred prior to the Petition Date, all fees and expenses due to DLA Piper for the period prior to the Petition Date were satisfied in full, and DLA Piper holds no prepetition claims against the Debtor.

23. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I, nor DLA Piper, nor any partner, counsel or associate thereof, has received or been promised any compensation for legal services rendered or to be rendered in

any capacity in connection with the Debtor's chapter 11 case, other than as permitted by the Bankruptcy Code.

24. DLA Piper has not agreed to share compensation received in connection with this chapter 11 case with any other person, except as permitted by section 504(b) of the Bankruptcy Code and Bankruptcy Rule 2016(b) in respect of the sharing of compensation among DLA Piper's partners.

STATEMENT REGARDING U.S. TRUSTEE GUIDELINES

25. DLA Piper intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtor's chapter 11 case in compliance with applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. DLA Piper also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective As of November 1, 2013* (the "Revised UST Guidelines"), both in connection with this Application and the interim and final fee applications to be filed by DLA Piper in this Chapter 11 Case.[5]

ATTORNEY STATEMENT PURSUANT TO REVISED UST GUIDELINES

26. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the Revised UST Guidelines:

[5] Among other things, the U.S. Trustee Guidelines ask attorneys in larger chapter 11 cases to provide additional documentation and make significant new disclosures in connection with their retention under section 327 and compensation under section 330 of the Bankruptcy Code. As the U.S. Trustee Guidelines themselves acknowledge, "the Guidelines do not supersede local rules, court orders, or other controlling authority." While the Debtor and DLA Piper intend to work cooperatively with the U.S. Trustee, the Debtor and DLA Piper reserve all rights as to the relevance and substantive legal effect of the U.S. Trustee Guidelines with respect to any application for employment or compensation in this case.

(a) **Question**: Did DLA Piper agree to any variations from, or alternatives to, DLA Piper's standard billing arrangements for this engagement?

Answer: No. DLA Piper and the Debtor have not agreed to a variation from DLA Piper's standard billing arrangements for this engagement. DLA Piper did offer the company a 10% courtesy discount on its fees and, as a courtesy, agreed to extend to 2025 standard billing rates to the Debtor for the prepetition period from January 1, 2026, through the Petition Date. The rate structure provided by DLA Piper to the Debtor is appropriate and is not significantly different from (a) the rates that DLA Piper charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

(b) **Question**: Do any of DLA Piper's professionals in this engagement vary their rate based on the geographic location of the Debtor's chapter 11 case?

Answer: No. The hourly rates used by DLA Piper in representing the Debtor are consistent with the rates that DLA Piper charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

(c) **Question**: If DLA Piper has represented the Debtor in the 12 months prepetition, disclose DLA Piper's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If DLA Piper's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: DLA Piper's hourly rates, for services rendered on behalf of the Debtor range as follows[6]:

Billing Category	Range
Partners	$1,425.00 - $2,195.00
Associates & Attorneys	$795.00 - $1,585.00
Paraprofessionals	$410.00 - $640.00

(d) **Question**: Has the Debtor approved DLA Piper's budget and staffing plan, and, if so, for what budget period?

Answer: Yes, for the period from January 21, 2026, through April 17, 2026.

[6] While the rate ranges provided for in this Application may change if an individual leaves or joins DLA Piper, and if any such individual's billing rate falls outside the ranges disclosed above, DLA Piper does not intend to update the ranges for such circumstances.

AFFIRMATIVE STATEMENT OF DISINTERESTEDNESS

27. Based on the conflicts search conducted to date and described in this declaration, to the best of my knowledge and insofar as I have been able to ascertain, (a) DLA Piper is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtor's estate and (b) DLA Piper has no connection to the Debtor, its creditors, or other parties in interest, except as may be disclosed in this Declaration.

[*Signature on following page*]

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 28, 2026
New York, New York

/s/ Rachel Ehrlich Albanese
Rachel Ehrlich Albanese, Partner
DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020

SCHEDULE 1

List of Parties-In-Interest Noted for Court Disclosure

Interested Parties List

Debtor
Tonopah Solar Energy, LLC

Non-Debtor Affiliates
Golden State Tedagua Environmental, S.A.
Crescent Dunes Investment, LLC
ACS Energy Investment Finance, LLC
Tonopah Solar Investment
ACS Thermosolar Plants, Inc.
ACS Industrial Activities, Inc.
ACS Energy Investment, LLC
Crescent Dunes Finance, Inc.
Dragados S.A.
ACS Actividades de Construcción y Servicios, S.A.

Secured Creditors
Crescent Dunes Finance, Inc.

Managers and Officers
Carlos Royo Ibanez
Ignacio Del Rio Aguiar
Raul Garcia Diaz
Kenneth Coleman
Thomas J. Donnelly
Yale S. Bogen

Professionals
Development Specialists, Inc.
DLA Piper LLP (US)
Morris, Nichols, Arsht & Tunnell LLP
Teneo Capital LLC
SSG Capital Advisors
Epiq Corporate Restructuring, LLC
Kelley Drye & Warren LLP

Litigation Parties
CMB Export LLC
CMB Infrastructure Investment Group IX, LP
CMB Infrastructure Investment Group XI, LP
Cobra Energy Investment, LLC
Cobra Energy Investment Finance, Inc.
Cobra Industrial Services, Inc.
Cobra Thermosolar Plants, Inc.
ACS Servicios Comunicaciones y Energia, S.L.
Cobra Concesiones S.L.

Other Professionals
Gibbs Giden Locher Turner Senet & Wittbrodt LLP
BDO USA LLP
CH Spencer LLC
RSM US LLP
Avila Law (dba) Avila Rodriguez Hernandez Mena & Garo LLP
Frazer Ryan Goldberg & Arnold LLP
Wilmer Cutler Pickering Hale and Dorr LLP
FTI Consulting, Inc.
Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
Schulte Roth & Zabel

Taxing & Govt. Authorities
Nevada Attorney General's Office
Delaware Attorney General
Internal Revenue Service
Nevada Department of Taxation
Nye County District Attorney
Nye County Assessor
Florida Department of State

Utilities
Sierra Pacific Power (dba NV Energy)
Mike's Rubbish and Recycling
Mimoworks
Rebel Oil

U.S. Trustee, Judges, and Court Staff
Judge Laurie Selber Silverstein
Judge John T. Dorsey
Judge Craig T. Goldblatt
Judge Thomas M. Horan
Judge Karen B. Owens
Judge Brendan L. Shannon
Judge J. Kate Stickles

Judge Mary F. Walrath
Rosa Sierra-Fox
Benjamin Hackman
Christine Green
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Fang Bu
Hannah M. McCollum
Holly Dice
James R. O'Malley
Jane Leamy
Jonathan Lipshie
Jonathan Nyaku
Joseph Cudia
Joseph McMahon
Lauren Attix
Linda Casey
Linda Richenderfer
Malcolm M. Bates
Michael Girello
Nyanquoi Jones
Richard Schepacarter
Shakima L. Dortch
Timothy J. Fox, Jr.
Andrew Vara
Laura Haney
Robert Cavello
Demitra Yeager
Nickita Barksdale
Claire Brady
Marquietta Lopez
Amanda Hrycak
Danielle Gadson
Jill Walker
Rachel Bello
Cacia Batts
Lora Johnson
Paula Subda
Al Lugano
Catherine Farrell
Laurie Capp
Una O'Boyle
David C. Weiss
Hawa Konde, Auditor (Bankruptcy)
Dianne P. Dugan, Regional Staff – Administrative Officer
Joanne E. Clausen, Regional - Staff Secretary

Banks & Financial. Institutions

PNC Bank, N.A.
Paypal Holdings, Inc.
CitiBank, N.A.

Contract Parties, Vendors and Interested Parties

Alimak Group USA, Inc.
Blackburn Pest Control
BrandSafway Solutions, LLC
Bureau of Land Management
Desert Green Disposal and Industrial LLC
Energy GPC Consulting LLC
Fire Extinghisher Service Center
GDS Associates Inc.
Great Basin Bird Observatory
Jo-Jon Inc. d/b/a Specialty Welding
M&K Enterprises
Mark Manski
Moutain Alarm
Network Magic Unlimited
Projtech, Inc.
Stantec Consulting Services, Inc.
Sunbelt Rentals
Tawny Point, LLC
United Rentals, Inc.
Switched On LLC
Fireman's Fund Indemnity Corporation
Aspen American Insurance Company
American Equipment Systems, Inc.
American Safety Services, inc.
Atlas Copco Compressors, LLC
Bay Valve Servie & Engineering, LLC
Cassidy & Associates, Inc.
D5 Unlimited Inc./Steve's Auto
DLE Equipment, Inc.
I-G Refactories, LLC
McIntosh Communicatins, inc.
Mertec Engineering/CMP Sales Corp.
Piping Technology & Products Inc.
West Direct Oil, LLC
Wilson Sonsini Goodrich & Rosati

Alimak Group USA Inc.
Eltherm Canada Inc.
Reed Electric & Field Service
Evoqua Water Technologies
Solien Technology, Inc.
MaxxForce Industrial Tooling LLC
34 Technology Makine Sanayi Ticaret Limited Sirket
A2Z NDT Inspection Services LLC
AC Hero Las Vegas
AESSEAL INC
Affiliated Metals (dba), Reliance Steel & Alumi
Airde Mechanical Services LLC
Airside Solutions, Inc
Alan B. Kaplan
Allied Benefits Systems LLC
American Equipment Systems, LLC
Ampacimon, Inc
Anixter Inc
Aon Risk Services Northeast, Inc.
Aragon Photonics Labs S.L.U.
ARC WorkPlace Services, LLC
A-Rent Test Equipment LLC
ATIS Elevator Inspections, LLC
Atlas Copco Compressors LLC
AUTOMATIONDIRECT.COM INC
AVO Diagnostic Services (dba) Megger Systems & Ser
Axiom Backgrounds, LLC
Axiom Heat Treatment, LLC
Badger Industries (dba) Markovitz Enterprises Inc
Bay Valve Service & Engineering, LLC
Beabout Brock Easley LLC
Bender CCP Inc.
Bently Nevada, LLC
Binary Stream Software Inc.
Bishop Heating & Air Conditioning, Inc
Blair-Martin Co., Inc.
Brenntag Pacific, Inc.
BSI (dba), Buck Sales Inc
Bureau of Safe Drinking Water
Cal-Nevada Towing dba Road Services Platform
Caltrol, Inc.
Canon Financial Services, Inc.
Carson Pump, LLC
Cashman Equipment Company
Central Nevada Hardware
Chicken Hawk Transport, LLC
Cindy Sopko
City Electric Supply Company
Coatings West Inc
Colonial Life & Accident Insurance Company
Corte Civil y Mercantil de Arbitraje-CIMA
CoView Capital, Inc.
Covington & Burling LLP
CTi Controltech, Inc.
D5 Unlimited Inc., Steve’s Auto & Truck Parts
Distribution International (dba), Specialty Distri
Distribution International Southwest, Inc
Double S Industrial, LLC
DXP Enterprises Inc dba Cortech Engineering
Dynisco Parent Inc
Eide Bailly LLP
Eltherm Spain SLU
Equivalent Controls Corporation
Eveon Containers Inc
Evident Scientific, Inc
Exponential Power, Inc
Extrusion Control & Supply, Inc.
Farmer’s Business Network, Inc
Fike Corporation
Findlay Chevrolet (dba), CJF Automtive LLC
Flame Spray, Inc
Flexaseal Engineered Seals and Systems, LLC
Flowserve US, Inc.
Fluke Electronics Corporation
Fugate Industrial Sales, Inc
GE Grid Solutions LLC (dba) Grid Solutions (U.S.)
GEA BGR ENERGY SYSTEM INDIA LTD
General Motors Financial Company
GK Techstar, LLC
Global Equipment Company Inc
Guy L. Warden and Sons
Haringa Compressor, Inc
Hasch Company

Herlogas, S.A.
Ignite Outage Group LLC
Industrial Electric Machinery
InfaTec GmbH Infrarotsensorik und Messtechnik
Innomotics LLC
Inquipco
Instrumart LLC
Intellirent Co. Ltd.
Interworld Highway dba Tequipment
IPS PowerServe, National Field Services
Irby Utilities (dba), Stuart C. Irby Company
J.S. Held Spain S.L.
Kansas City Deaerator, Inc
KLA Construction LLP
La Quinta Inn (dba), Operations Inn LLC
Lamons Gasket Co (dba), LGC US Asset Holdings LLC
Mallory Safety & Supply LLC
Mark Manski
MarkAyers Engineering LLC
Matt-Alex, Inc. DBA Advanced International Services
Mettler-Toledo Process Analytics Inc
McMaster-Carr Supply Company
Mody Pumps, Inc.
Motion Industries, INC
MSC Industrial Supply, Inc.
MSDSonline, Inc.
Nalco Company LLC
Nevada Division of Environmental Protection
Nevada HR Team LLC
Nevada Seal & Pump LLC
Nevada State Fire Marshal
Nevada Technical Services LLC
Nixon-EGLI Equipment Company
North Battleford Power LP
NSB Debit Card Fernandez x____
NSB Debit Card Peterson x2855
ODP Business Solutions, LLC (FKA Office Depot)
Omicron Electronics Corp. USA
Open Loop Energy
Osborne Clarke Espana S.L.P.
Pedelta Inc.
PLC'Soft S.L.
Powerflo Products Inc.
Prime Field Service Corp
Rain for Rent d/b/a Western Oilfields Supply Co.
Raley's
Resin Tech, Inc.
Rittal LLC
Ritz Safety LLC
RS Americas, Inc
Sahara CDJR (dba), Las Vegas- CJD, LLC
Sam's Club
Sentry Equipment Corp
Separator Spares & Equipment, LLC
Seton (dba), Tricor Direct Inc
SFB Utility Services, Inc.
Shermco Industries, Inc
Siemens Large Drives, LLC (dba) Siemens Industry
Silver State Analytical Laboratories, Inc.
SolarReserve, LLC
SPB Utility Services, Inc.
SSG Advisors, LLC
St of NV Occupational Safety & Health Administration
Secure Cable Ties
Sun Life Assurance Company of Canada
Swaglok Southwest Co.
Technology Management Concepts
Tecnicas Predictivas E Instumenta Cion SL
Tewer Engineering S.L.
TForce Freight, Inc
The Model Shop
Thermo International Services, LLC
The Tire Rack, Inc.
Tholl Fence, Inc.
Tom Ponton Industries, Inc.
Tonopah Steel Alliance
Total Industries, Inc
Toyota Financial Services
Tratamientos Quimicos del Agua e Industria SL
United Parcel Services of America, Inc.
Unline, Inc.
Vaisala Inc
Valley Propane
VEGA Americas, Inc.

Vegas Electric Supply
Verizon Communications Inc
Velocity Truck Centers
VRC Protx LLC
Welsco Corp
West Coast Welding & Piping Inc
Western Nevada Supply Company
Western Renewable Energy Generation Info System
Wrenches (dba), Bendpak
W W Granger, Inc.
Willis Towers Watson Midwest, Inc.
Zoro Tools, Inc
Xerographics of Flagstaff Inc.(dba)Smart Document
Xerox Financial Services LLC
Xtra*Tuls LLC

[redacted]

SCHEDULE 2

Interested Parties that Currently Employ or Have Formerly Employed DLA Piper LLP (US) in Matters Unrelated to the Debtor or This Chapter 11 Case

Interested Parties that Currently Employ or Have Formerly Employed DLA Piper LLP (US) in Matters Unrelated to Debtor or the Chapter 11 Case

Party Name[1]	Relationship to Debtor[2]	Relationship to DLA[3]
ACS Actividades de Construcción y Servicios, S.A.	Non-debtor affiliate	Current client of an international affiliate of DLA Piper in matters outside of the United States and unrelated to this Debtor or chapter 11 case.
Atlas Copco Compressors, LLC	Contract Parties, Vendors and Interested Parties	Affiliate of current clients in matters unrelated to this Debtor or chapter 11 case.
Cassidy & Associates, Inc.	Contract Parties, Vendors and Interested Parties	Current client in matters unrelated to this Debtor or chapter 11 case.
Emerson LLP (f/k/a Fisher Rosemount Systems, Inc.)	Contract Parties, Vendors and Interested Parties	Affiliate of current clients in matters unrelated to this Debtor or chapter 11 case.
Evoqua Water Technologies	Contract Parties, Vendors and Interested Parties	Affiliate of current client in matters unrelated to this Debtor or chapter 11 case.
Nalco Company LLC	Contract Parties, Vendors and Interested Parties	Current client and affiliate of current and former clients in matters unrelated to this Debtor or chapter 11 case.
W W Granger, Inc.	Contract Parties, Vendors and Interested Parties	Current client in matters unrelated to this Debtor or chapter 11 case.
Willis Towers Watson Midwest, Inc.	Contract Parties, Vendors and Interested Parties	Affiliate of current clients in matters unrelated to this Debtor or chapter 11 case.
CitiBank, N.A.	Banks & Financial. Institutions	Current client and affiliate of current clients in matters unrelated to this Debtor or chapter 11 case.

1 Where a party and the Debtor maintain multiple relationships, the Debtor listed such parties under each applicable category on the Debtor's Interested Parties List. Where numerous affiliated entities appeared in the Debtor's Interested Parties List, the DLA Piper performed conflicts searches for all such entities, yet herein list only the most generic and generally applicable name for such affiliated entities.

2 This column lists the relationship(s) between the party and the Debtor as reported on the Debtor's Interested Parties List.

3 A "current client" is an entity for which DLA Piper is presently engaged; a "former client" is an entity for which there were no active matters as of the date hereof, but there may in the future be active matters. Use of the word "potential" before such designations signifies entities for which DLA was unable to determine whether any similarities of names were a coincidence or whether the party in interest is related to a client in DLA's databases. DLA does not represent any "potential" clients in matters related to the Debtor or the Chapter 11 Case. The identification of a party in interest herein is not an admission of a conflict, disabling or otherwise.

Paypal Holdings, Inc.	Banks & Financial. Institutions	Affiliate of current client in matters unrelated to this Debtor or chapter 11 case.
PNC Bank, N.A.	Banks & Financial. Institutions	Current client and affiliate of current clients on matter unrelated to this Debtor or chapter 11 case.
Aspen American Insurance Company	Executory contract	Affiliate of current clients in matters unrelated to this Debtor or chapter 11 case.
Fireman's Fund Indemnity Corporation	Executory contract	Affiliate of current and former clients in matters unrelated to this Debtor or chapter 11 case.
Stantec Consulting Services, Inc.	Executory contract	Current client and affiliate of current client in matters unrelated to this Debtor or chapter 11 case.
CMB Export LLC CMB Infrastructure Investment Group XI, LP CMB Infrastructure Investment Group IX, LP	Litigation Parties	Affiliate of current client of an international affiliate of DLA Piper in matters outside of the United States unrelated to this Debtor or chapter 11 case.
[redacted]	NDA Counterparties and Related Parties	Affiliate of current clients in matters unrelated to this Debtor or chapter 11 case.
[redacted]	NDA Counterparties and Related Parties	Affiliate of current client in matters unrelated to this Debtor or chapter 11 case.
[redacted]	NDA Counterparties and Related Parties	Current client in matters unrelated to this Debtor or chapter 11 case.
[redacted]	NDA Counterparties and Related Parties	Affiliate of current client in matters unrelated to this Debtor or chapter 11 case.
BDO USA LLP	Other Professionals	Current client and affiliate of current and former clients in matters unrelated to this Debtor or chapter 11 case.
CH Spencer LLC	Other Professionals	Affiliate of current clients in matters unrelated to this Debtor or chapter 11 case.
FTI Consulting, Inc.	Other Professionals	Current and former client and affiliate of current and former clients in matters unrelated to this Debtor or chapter 11 case.

Wilmer Cutler Pickering Hale and Dorr LLP	Other Professionals	Current client in matters unrelated to this Debtor or chapter 11 case.
Epiq Corporate Restructuring	Professional	Current client and affiliate of current client in matters unrelated to this Debtor or chapter 11 case.
Kelley, Drye & Warren LLP	Professional	Current client in matters unrelated to this Debtor or chapter 11 case.
Teneo Capital LLC	Professional	Potential affiliate of current clients in matters unrelated to this Debtor or chapter 11 case.
California Employment Development Dept.	Taxing and government authority	Affiliate of current client in matters unrelated to this Debtor or chapter 11 case.
Sierra Pacific Power (dba NV Energy)	Utilities	Current client and affiliate of current clients in matters unrelated to this Debtor or chapter 11 case.
Brenntag Pacific, Inc.	Vendor	Affiliate of current clients in matters unrelated to this Debtor or chapter 11 case.
Flowserve US, Inc.	Vendor	Affiliate of former clients in matters unrelated to this Debtor or chapter 11 case.
Innomotics LLC	Vendor	Affiliate of current client in matters unrelated to this Debtor or chapter 11 case.

EXHIBIT C

Bogen Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: TONOPAH SOLAR ENERGY, LLC,[1] Debtor.	Chapter 11 Case No. 26-10060 (JKS)

DECLARATION OF YALE SCOTT BOGEN IN SUPPORT OF THE APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTOR TO RETAIN AND EMPLOY DLA PIPER LLP (US) AS COUNSEL, EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

I, Yale Scott Bogen, hereby declare under penalty of perjury as follows:

1. I am the Chief Restructuring Officer for the debtor in the above-captioned chapter 11 case (the "Debtor"). I have held this position since May 1, 2025.[2]

2. This Declaration is submitted in support of the *Application of the Debtor for Entry of an Order (I) Authorizing the Debtor to Retain and Employ DLA Piper LLP (US) as Counsel, Effective as of the Petition Date and (II) Granting Related Relief* (the "Application").[3] Except as otherwise noted, I have personal knowledge of the matters set forth in this Declaration. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

THE DEBTOR'S SELECTION OF COUNSEL

3. DLA Piper has deep experience with and knowledge of the Debtor, its business, and other general corporate and legal matters relating to the Debtor. In addition, DLA Piper

[1] The Debtor in this chapter 11 case, along with the last four digits of its federal tax identification number, is Tonopah Solar Energy, LLC (1316). The Debtor's headquarters is located at 11 Gabbs Pole Line Road, Box 1071, Tonopah, NV 89049.

[2] The Debtor has contemporaneously filed the *Application of the Debtor for Entry of an Order Authorizing the Retention of Development Specialists, Inc. to Provide the Services of Yale Scott Bogen, as Chief Restructuring Officer, and Additional Personnel, Effective as of the Petition Date* to retain Mr. Bogen as the Debtor's CRO.

[3] Capitalized terms used but not otherwise defined in this Declaration have the meaning given to them in the Application.

possesses extensive experience with and deep knowledge of complex chapter 11 cases and related proceedings.

4. I have reviewed the Albanese Declaration and understand from the Albanese Declaration that DLA Piper is "disinterested" within the meaning of section 327(a) of the Bankruptcy Code.

5. For these reasons, I support the Debtor's retention of DLA Piper as restructuring counsel. I believe that DLA Piper is both well-qualified and uniquely able to represent the Debtor in this chapter 11 case.

COST SUPERVISION

6. The Debtor has approved the prospective budget and staffing plan for the period from January 21, 2026 to April 27, 2026, recognizing that in the course of large chapter 11 cases like this chapter 11 case, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtor and DLA Piper. The Debtor further recognizes that it is the Debtor's responsibility to monitor closely the billing practices of its counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtor's expectations and the exigencies of the chapter 11 case. The Debtor will continue to review the statements that DLA Piper regularly submits, and, together with DLA Piper, amend the budget and staffing plans periodically, as the case develops.

7. The Debtor will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved, the level of the attorneys and professionals that will work on various matters, and the projections of average hourly rates for the attorneys and professionals for various matters.

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

Dated: January 28, 2026
Fort Lauderdale, Florida

/s/ Yale Scott Bogen

Yale Scott Bogen
Chief Restructuring Officer

EXHIBIT D

Engagement Letter

DLA PIPER

DLA Piper LLP (US)
1251 Avenue of the Americas
27th Floor
New York, New York 10020-1104

www.dlapiper.com

Rachel Ehrlich Albanese
rachel.albanese@us.dlapiper.com
T 212.335.4775
F 212.884.8575

March 27, 2025

Tonopah Solar Energy, LLC
11 Gabbs Pole Line Road
Tonopah, NV 89049
Attn: Board of Managers

Re: Engagement and Conflict Waiver Letter for Legal Services

Dear Sirs:

We are pleased that Tonopah Solar Energy, LLC (the "Client" or "you") is engaging DLA Piper LLP (US) ("DLA Piper," "we," or the "Firm") to represent the Client in connection with providing corporate restructuring advice and representation, which may include a chapter 11 bankruptcy filing and a sale of substantially all of the assets of the Client (the "Matter").

General Terms

The terms and conditions set forth in the Terms of Service accompanying this letter are incorporated herein. To the extent that the terms and conditions in this letter conflict with those in the Terms of Service, this letter shall control.

Aaron Applebaum and I will be responsible for and actively involved in the Matter. Additional lawyers, including those in other practice areas such as corporate, finance, environmental and real estate, will be added to the Matter on an as-needed basis. Any significant additions to staffing will be discussed with you in advance.

Fees and Expenses

The Firm's fees will be based on the amount of time we spend on the Matter. My standard hourly fee is $1925 and Aaron's is $1425. As discussed, we have agreed to apply a 10% courtesy discount to all timekeepers for this Matter. As part of the Firm's ordinary business practices, hourly time charges are reviewed annually and may be revised for work beginning in January.

We will submit statements for services rendered for payment on a monthly basis. Our statements will also include charges and disbursements incurred by us in the course of providing services. These items will be billed in accordance with our standard practice, as described in the attached summary, which may be periodically updated. Payment is due thirty (30) days following the invoice date. We reserve the right to assess and collect late payment charges at the rate of 10% per year on past due accounts.

Advance Payment

The Firm requires an "evergreen" advance payment retainer in the amount of **$250,000** for this Matter. You have the option of a security retainer or an advance payment retainer. A security retainer would be deposited in a client trust account. We would transfer the funds from the client trust account into our operating account as they were earned. These funds would be your property until we transferred them

DLA PIPER

from the client trust account. Accordingly, at the conclusion of our engagement, after payment of all other amounts due, the Firm would return any remaining balance of your retainer. In contrast to the security retainer, an advance payment retainer is not held in a trust account, and you will not earn any interest on any advance payment retainer. It is deposited directly into the Firm's operating account and becomes the property of the Firm upon payment to us. The advance payment retainer is earned by the Firm upon receipt. At the conclusion of the Matter engagement, if the amount of the retainer held by the Firm exceeded the amount of the Firm's outstanding and estimated fees, expenses, and costs, the Firm would pay to the Client the amount by which any advance payment retainer exceeds such fees, expenses, and costs. The Firm may apply the advance payment retainer to any outstanding fees as services are rendered and to expenses as they are incurred, as is common in an engagement of this type, and we may request that it be replenished as it is spent down in order to maintain the retainer in a sufficient amount to support the work we are undertaking for the Client, particularly as it relates to preparation for a bankruptcy case. The fact that you have provided the Firm with an advance payment retainer does not affect your right to terminate the client-lawyer relationship.

Current Conflicts of Interest

In addition to the advance waiver you are providing in the Terms of Service, you waive the following conflict(s) of interest and consent to DLA Piper's representation in the following matter(s): DLA Piper and its non-U.S. affiliates currently and historically have represented affiliates of the Client, including Actividades de Contruccion y Servicios S.A. and Dragados, and various affiliates thereof. These entities and their affiliates may be creditors of the Client and may provide financing to the Client in connection with a restructuring process. You agree that DLA Piper may represent the Client in connection with these matters and understand that, to maintain its disinterestedness, DLA Piper will not represent these other entities or their affiliates in connection with any matter relating to the Client or its restructuring. To the extent an affiliate does agree to provide financing to the Client, such affiliate will retain separate counsel to represent it in such matters. The Firm believes that the concurrent representation of you and these other entities in unrelated matters will not adversely impact our representation of either client.

Insurance

This representation does not include services related to insurance coverage issues or disputes, including such matters as deductibles, exclusions, scope of insurance, reservation of rights, etc. Nor does the representation create any attorney-client relationship with, or duty to, any insurance carrier. You may have insurance policies that will pay for attorneys' fees and costs to litigate this matter. In addition, such insurance policies may pay for the other party's (or parties') damages. It is important to notify your insurance carrier(s) promptly. It is our understanding that you have or will take responsibility for notifying your insurance carrier(s).

* * *

If the terms of this letter are satisfactory, please sign the consent form below and return it to me. Because this agreement includes waivers of conflicts of interest, you may wish to consult with independent counsel. Please note that your instructing us or continuing to instruct us on this matter constitutes your agreement to and acceptance of the terms of this letter. We do not agree to the application of outside counsel guidelines or procedures that are inconsistent with the terms of this letter or with our obligations to other clients or prospective clients under applicable Rules of Professional Conduct. Please do not hesitate to contact me if you have any questions about this letter or the Terms of Service.

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Very truly yours,

Rachel Ehrlich Albanese
Partner

I have read the above engagement and conflict waiver letter and agree and accept the terms and conditions set forth therein.

TONOPAH SOLAR ENERGY, LLC

By: CARLOS JAVIER ROYO IBÁÑEZ

Its: DIRECTOR

Date: 28th MARCH 2025

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DLA Piper LLP (US)
Client-Reimbursable Expenses and Other Charges
Effective January 1, 2020

DLA Piper LLP (US) bills clients for reasonable charges and disbursements incurred in connection with a matter. Clients are billed for disbursements based on the actual cost billed by the vendor or, as noted below, at rates below or comparable to outside vendor charges.

I. Research Services. The Firm has built digital libraries which enable lawyers to perform many research functions without incurring any additional expenses. These functions include pulling cases, court filings and law reviews and reading treatises in digital format. Only complex research requiring the use of Lexis or Westlaw initiates an additional cost to the client. The Firm has negotiated substantial discounts for such services which are passed on to clients at cost.

II. Duplication. Photocopying services (including copying, collating, tabbing and binding) performed in-house are charged at $0.15 per page. Color photocopies or prints are charged at $1.25 per page. Photocopying projects performed by outside vendors are billed at the actual invoice amount.

III. Electronic Data Processing & Hosting. Electronic Data obtained from the client will be processed (e.g., scanning, CD/DVD creation, file conversion) by the Firm's Litigation Support staff and billed at the current Firm rates, or other client negotiated rates. Should the client direct that the work be performed by an outside third party, the cost to the client is the actual invoice amount and will be billed directly by the third party to the client (per section VI below).

Hosting of electronic data in Relativity One by the Firm will be provided by Relativity in Microsoft Azure and will be billed at $9 per gigabyte per month. If directed by the client that data hosting be performed by an outside third party, the cost to the client is the actual invoice amount and will be billed directly by the third party to the client (per section VI below).

IV. Travel Expenses. Travel expenses are billed at actual cost and include air or rail travel, mileage, lodging, meals, car rental, taxi or car service, tips and other reasonable miscellaneous costs associated with travel. Corporate and/or negotiated discounted rates are passed on to the client. Certain retrospective rebates may not be passed along.

V. Postage and Courier Services. Outside messenger and express courier services are charged at the actual vendor invoice amount. The Firm negotiates, uses, and passes along volume discount rates whenever practicable. Where the Firm uses in-house messengers, there is a standard transaction charge.

VI. Direct Payment by Clients of Other Disbursements. Major disbursements incurred in connection with a matter will be paid directly by the client. Examples of such major disbursements that clients will pay directly include:

Professional Fees (including disbursements for local counsel, accountants, witnesses and other professionals)

Filing/Court Fees (including disbursements for agency fees for filing documents, standard witness fees, juror fees)

Transcription Fees (including disbursements for outside transcribing agencies and deposition/courtroom stenographer transcripts)

Other Disbursements (including third party services, e.g. hosting of client data, litigation support/eDiscovery services, etc., and other required out-of-pocket expenses incurred for the successful completion of the matter).

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TERMS OF SERVICE

1. INTRODUCTION

These Terms of Service set forth the terms and conditions under which DLA Piper LLP (US) ("the Firm") will act as your counsel for all existing and future matters (collectively, the "Engagement").

The Firm has issued or will issue an engagement letter, setting forth the scope of the representation, the fee agreement, and other matter-specific terms ("Engagement Letter"). These Terms of Service should be read and understood in conjunction with the Engagement Letter. The Terms of Service and Engagement Letter are collectively referred to as "the Engagement Terms." Where there is any inconsistency between these Terms of Service and the Engagement Letter, the latter will control.

The Terms of Service supersede all prior agreements between you and the Firm with respect to the Engagement. The Engagement Terms can only be altered or amended by a writing signed by both you and the Firm.

The words "you" and "your" refer to the client(s) specified in the relevant engagement letter. The words "we," "us" and "our" refer to the Firm.

2. CLIENT(S) REPRESENTED

You agree and acknowledge that the Firm's representation of you does not create an attorney-client relationship with any other entity or person. We do not agree to represent, and we do not owe any duty to any other entity or person, including without limitation, your corporate parents, subsidiaries, affiliates, joint venturers, other entities owned, in whole or in part by you, entities that hold direct or indirect interests in you, or any of your directors, officers, investors, partners, employees, agents, indemnitors, insurers, third-party payors, or entities or persons to whom you owe any duty, unless such entities or persons are specifically named in the Engagement Letter. There are no third-party beneficiaries to the Engagement.

You agree that your relationships with any of the other persons or entities listed above cannot create a conflict of interest for us.

In representing corporations, we may provide information or advice to directors, officers, or employees in their corporate capacities. The provision of such information or advice does not create an attorney-client relationship between us and the individual(s) other than in their corporate capacities.

In representing partnerships, we may provide information or advice to partners, officers or employees in their capacities as your representatives. The provision of such information or advice does not create an attorney-client relationship between us and the individual(s) other than in their representative capacities.

In representing limited liability companies, we may provide information or advice to members, officers or employees in their capacities as your representatives. The provision of such information or advice does not create an attorney-client relationship between us and the individual(s) other than in their representative capacities.

The Firm's representation of an association or trade group does not create an attorney-client relationship with any of the association or trade group's constituents, members, affiliates or participants individually.

In the event that you are acquired or are otherwise subject to a change in control (including by a person or group becoming a controlling affiliate of yours) after the inception of the Engagement, it is understood that the Firm does not represent the acquiring entity or such controlling affiliate or establish an attorney-client relationship with such entities or affiliates.

3. COUNSEL GUIDELINES

You agree and acknowledge that the Engagement Terms shall control over terms contained in your outside counsel guidelines or any other similar

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instructions supplied by you at any time. In order for any outside counsel guidelines or instructions (or amendments or modifications thereto) to be effective, a Firm partner managing the Engagement must affirmatively agree to accept them in writing. The Firm does not agree to any terms expanding the Firm's potential liability by contract, including to indemnify, defend or hold you harmless, whether included in your outside guidelines or otherwise.

4. CONFLICTS OF INTEREST

The Firm and its affiliated entities represent clients in a broad range of industries and in a wide variety of legal matters, nationally and internationally. A summary of our current practice areas and the industries in which we represent clients, and the roster of our affiliated entities, can be found on our web site at www.dlapiper.com. We may represent other clients in the same industry as yours. Absent effective conflict of interest waivers, conflicts of interest could arise that could deprive you or other clients of the right to select the Firm as their counsel, and preclude us from representing you or other clients in ongoing or future matters. Accordingly, you acknowledge and agree that the Firm and its affiliated entities may, now or in the future, represent other persons or entities on matters adverse to you or any of your current or future affiliates, provided that: 1) the matter is not substantially related to any matter in which the Firm has represented you; 2) the Firm does not violate its duty of confidentiality to you; and, 3) the Firm reasonably concludes that our representation of the other client complies with applicable ethical standards. The future representations adverse to you may include, without limitation, commercial transactions, auctions, mergers and acquisitions, patent, trademark and other intellectual property matters, restructuring and bankruptcy matters in which we may represent debtors, lenders, shareholders, bondholders, committees, distressed debt and asset buyers and investors, employment, real estate, franchising, tax, trusts and estates, or litigation, arbitration, third-party discovery proceedings, such as subpoenas, depositions, and motions to compel, or mediation or other dispute resolution procedure, other than those for which the Firm had been or is then engaged by you. Such matters shall be referred to as "Allowed Adverse Representation." We do not believe that the Firm's ability to represent other clients in Allowed Adverse Representations will impair our ability to diligently and competently represent you in the matter(s) for which you have engaged us. You understand that the foregoing examples are illustrative, not exhaustive.

With regard to matters in which we represent you that are adverse to another party (an "Adverse Party"), you acknowledge and agree that we may represent such an Adverse Party in other matters that are not substantially related to the matter in which we represent you (each an "Adverse Party Representation").

You agree that you will not, for yourself, or any other entity or person, assert the Firm's representation of you or any of your affiliates in any past, present or future matter is a basis for disqualifying the Firm from representing another party in an Allowed Adverse Representation or an Adverse Party Representation. Your consent shall be effective until you notify the Firm, in writing, of your intention to terminate it. Such termination shall apply prospectively only and shall not apply to any matter for which the Firm had been engaged. Your consent shall survive any change in your leadership, including but not limited to your general counsel. You may consult with independent counsel regarding this section before agreeing to it, and you acknowledge that the Firm has given you the opportunity to seek such independent legal advice.

You agree that this section does not expand the scope of the Engagement to encompass your affiliates unless expressly agreed by the Firm.

5. CONFIDENTIALITY

The Firm has a professional obligation not to disclose your confidential information or to use it for another party's benefit without your consent. These obligations are subject to certain exceptions provided for in the Rules of Professional Conduct and certain laws and regulations, including those relating to mandatory reporting obligations associated with certain types of transactions, certain lobbying disclosure obligations, and those related to money laundering and terrorist financing. Such laws and regulations may require the Firm to disclose

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confidential information to governmental authorities, and we may be prohibited from informing you that disclosure has been made or the reasons for such disclosure. Certain laws and regulations may require us to cease work for you for a period of time and prohibit us from informing you of the reason.

Additionally, if the Firm receives a subpoena or request for information that is within our custody or control, or the custody or control of our agents or representatives, we will, to the extent permitted by applicable law, advise you before responding so that you have the opportunity to intervene or assert any objections. Should you object to the production of such information, the Firm may provide such information only to the extent authorized by you or required by a court or other governmental body of competent jurisdiction. You agree to pay the Firm for services rendered and charges and disbursements incurred in responding to any such request for information at the Firm's customary billing rates and pursuant to the Firm's charges and disbursements policies.

Companies seeking legal representation frequently require the Firm to demonstrate our experience representing clients in various areas of law and types of matters. You consent and agree that the Firm may disclose the fact of the Engagement and related general information in response to such requests and in its public marketing materials to the extent that such disclosure does not convey specific information about the Engagement. In addition, to facilitate our compliance with the Rules of Professional Conduct, including to implement conflict of interests checks, we may need to consult with or secure a waiver from our other clients or prospective clients. You agree that we are, and will be, allowed to disclose to each such client or prospective client the fact that we have or have had an attorney-client relationship with you.

6. ARBITRATION OF DISPUTES

Any and all disputes, controversies or claims between you and the Firm of any nature whatsoever in any way arising out of, or in connection with, or relating to the Engagement, the Engagement Terms or their breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except to the extent provided below) shall be finally settled by arbitration conducted expeditiously before JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, and in accordance with the Expedited Procedures in those rules. This arbitration provision shall be governed solely and exclusively by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). The FAA shall govern notwithstanding any state or foreign law or rule, and irrespective of any choice of law provision. This provision shall not apply to any ethics or disciplinary proceedings against the Firm. The parties shall bear their own legal fees and costs for all claims.

The existence and content of the arbitration proceedings, as well as any arbitration rulings and awards, shall be maintained by the parties as strictly confidential, except (i) to the extent that disclosure is required by a court or other governmental body of competent jurisdiction; (ii) to the extent necessary to confirm, vacate, challenge, or enforce the award in bona fide legal proceedings before a court of competent jurisdiction or other judicial authority, in which case steps shall be taken to make filings under seal if permitted; (iii) for disclosure in confidence to the parties' respective attorneys, tax advisors, insurance agents or companies, senior management, and other agents or employees on a need to know basis; or (iv) with the written consent of all parties.

You acknowledge that by agreeing to this arbitration provision, you are giving up the right to litigate claims against the Firm, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. You acknowledge that you have read and understand this arbitration provision, and that you voluntarily agree to binding arbitration.

NOTE: You are entitled to consult an independent lawyer to review this arbitration provision before agreeing to it. By accepting these Engagement Terms, you acknowledge that you have consulted with independent counsel, or if not, that you had the opportunity to do so.

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7. CLIENT IDENTIFICATION

The Firm verifies the identity of our clients and sources of payment to comply with applicable anti-money laundering, counter-terrorist financing, embargo, trade sanctions or similar policies or laws. Accordingly, prior to beginning work on the matter, the Firm may request that you provide required identification documents. A delay or failure to provide information required for verification purposes may prevent us from commencing or require us to suspend work on the matter. We reserve the right to request additional information to ensure compliance with applicable laws, rules, or regulations.

8. DATA TRANSFER CONSENT

Due to legal obligations applicable to the Firm or our affiliated offices, and to efficiently maintain information provided to us, the Firm may transfer some or all of any personal or other data and information ("Data") that you provide to the Firm to one or more DLA Piper offices in other countries that may not be subject to data protection laws similar to those in the jurisdiction in which the Data is first received. By signing this letter, you give us specific consent to obtain and transfer such Data, and confirm that you have obtained and grant us all required consents to allow the Firm to do so.

9. ONLINE COLLABORATION AND CLOUD SHARING PLATFORMS

The Firm may utilize secure and Firm-approved web-based tools, cloud-based collaboration platforms and cloud-sharing platforms to facilitate the exchange of electronic information with you, and with others at your direction and with your consent. These may include: OneDrive, Teams, Relativity, and ShareFile. If you require the use of an online collaboration tool or cloud-sharing platform that has not been approved by the Firm, all associated costs and management of those services will be solely your responsibility, and the Firm shall not be responsible for any actual or potential breach of confidentiality or loss that results from the use of such platforms.

10. TERMINATION

Either of us may terminate the Firm's representation of you in a particular ongoing matter, or in the Engagement, at any time subject on our part only to the applicable Rules of Professional Conduct. Unless we are actively engaged in other matters for you, the Engagement and our attorney-client relationship will terminate upon our sending you our last statement reflecting legal services. Upon termination, we will have no further duty to inform you of future developments or changes in law as may be relevant to such matter. Further, unless you and the Firm mutually agree in writing to the contrary, we will have no obligation to monitor renewal, expiration, or notice dates or similar deadlines which may arise from the matters for which we had been retained.

If, at any time, our engagement is limited to a specific matter, and at the time such matter is completed we are not representing you in any other matters, our attorney-client relationship will be deemed terminated whether or not we send you a letter to confirm such termination. Thereafter, if you and the Firm mutually agree to engage on a matter or matters, these Terms of Service (and any applicable Engagement Letter) would then become effective.

If permission for withdrawal is required by a court, we shall apply promptly for such permission and termination shall coincide with the court order for withdrawal.

11. CLIENT FILES AND RECORDS RETENTION/DISPOSAL

The Firm maintains files relating to the matter(s) in which we represent you that may contain materials received from you and other materials not received from you, but which are reasonably necessary to our representation of you, including, for instance, correspondence with you or third-parties on your behalf, executed copies of agreements, filings, pleadings, deposition transcripts, and closing binders. Together, these materials are your Client File. The Client File is your property. The Client File does not include materials or documents that include our attorney work product, mental impressions, notes, drafts, or internal firm correspondence or emails

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(together, “Work Product”). You agree that Work Product shall be and remain our property and shall not be considered part of your Client File.

At the conclusion of a matter, you have the right to take possession of your Client File (not including Work Product) or direct us to dispose of the files. We will be entitled to make and retain copies of all or part of the Client File, at our own discretion and expense. Furthermore, at the conclusion of a matter, we may request that you consent to the return of documents, data or other property received from you or from third parties. You agree to cooperate in the return by the Firm of any such materials.

If you do not take possession of or direct us to dispose of the Client File at the conclusion of a matter, the Firm will store the Client File at its expense for a period of not less than seven (7) years following the conclusion of the matter. You agree that we may dispose of the Client File following the end of that period without further notice or obligation to you. Our retention of the Client File shall not constitute or be deemed to indicate the existence of an ongoing attorney-client relationship.

12. CONSULTATION WITH COUNSEL

We may consult with our own counsel, whether outside counsel or attorneys inside the Firm who do not perform work for you on the matter, regarding compliance with the Rules of Professional Conduct or our representation of you. These consultations may be on our own behalf and will not be charged to you. To the extent that we are addressing the Firm’s own rights or responsibilities regarding the matter, a conflict of interest might be deemed to exist between the Firm and you. You hereby consent to such consultation, and waive any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent you or from acting on our own behalf, even if doing so might be deemed adverse to your interests. You acknowledge that the communications related to the consultations are protected by the Firm’s own attorney-client privilege from disclosure to you.

13. SEVERABILITY

If any provision of the Engagement Terms is held invalid or unenforceable by any court or arbitrator of competent jurisdiction, the other provisions of the Engagement Terms shall remain in full force and effect. Any provision of the Engagement Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Our waiver of any of the Engagement Terms shall not be deemed a further or continuing waiver of such term or any other term, unless specifically stated.

14. CLIENT DUTY TO COOPERATE

In order to best represent your interests in the Engagement, we will require information from you that we may request from time to time. It is critical that this information is complete and accurate. It is your duty to provide such information and to inform us immediately if such information is no longer accurate.