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.: 18, 19, 80, 83, 84, 131, 132, 133, 134, 146, 151, 152, 155, 156, 158, 160, 166**

ORDER (I) AUTHORIZING THE SALE OF ALL OR SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS FREE AND CLEAR OF ALL LIENS, (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF THE ASSIGNED CONTRACTS, AND (III) GRANTING RELATED RELIEF

Upon the motion [D.I. 18] (the "Motion")[2] filed by the above-captioned debtor and debtor in possession (the "Debtor") for entry of an order (this "Sale Order"): (a) authorizing and approving the Debtor's entry into the Purchase Agreement with the Successful Bidder; (b) authorizing the sale of the Purchased Assets to the Successful Bidder, free and clear of all liens, claims and encumbrances (the "Liens"), except for certain Permitted Liens and Assumed Liabilities (each as defined in the Purchase Agreement); (c) authorizing and approving the assumption and assignment of the Assigned Contracts in connection with the Transaction, including proposed cure amounts (if any); and (d) granting related relief; and the Court having entered an order on February 10, 2026 [D.I. 80] (the "Bidding Procedures Order"); and if applicable, the Debtor having conducted the Auction of its Assets on March 4, 2026, in accordance with the Bidding Procedures; and the Debtor having executed that certain Asset Purchase Agreement with Sons of Liberty Construction, Inc. (the "Purchaser"), dated as of February 20,

[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 otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined herein), or if not defined therein, in the Motion or the Bidding Procedures Order (as defined herein).

2026, a copy of which is attached hereto as **Exhibit 1** (as may be amended, modified, or supplemented in accordance with the terms of this Sale Order and such agreement, the "Purchase Agreement"); and this Court (as defined herein) having considered the Purchase Agreement, for the sale of the Purchased Assets free and clear of any Liens (the "Transaction"); and the Debtor having selected the Purchaser as the Successful Bidder and the Sale Hearing having been held on March 19, 2026; and the Court having reviewed and considered the relief sought in the Motion, the Purchase Agreement, all objections, if any, to the Motion, and the arguments of counsel made and the evidence proffered or adduced at the Sale Hearing; and all parties in interest having been heard or having had the opportunity to be heard regarding the Transaction and the relief sought in the Sale Motion; and due and sufficient notice of the Sale Hearing and the relief sought therein having been given under the particular circumstances of this chapter 11 case and in accordance with the Bidding Procedures Order; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion, the First Day Declaration, the Victor Declaration [D.I. 19], the Gupta Declaration [D.I. 132], the *Declaration of Ross Rhett in Support of Stalking Horse Supplement* [D.I. 151], the *Supplemental Declaration of Ross Rhett in Support of Stalking Horse Supplement* [D.I. 166], and at the Sale Hearing, establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AND DETERMINES THAT:[3]

A. **Jurisdiction, Venue, and Statutory Predicates**. This Court has jurisdiction over this matter and over the property of the Debtor and its bankruptcy estate under 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 matter is a core proceeding under 28 U.S.C. § 157(b). The statutory predicates for the relief requested in the Motion are sections 105, 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, 6006, and 9006, and Local Rules 2002-1 and 6004-1. Venue of the chapter 11 case and proceeding is proper in this District under 28 U.S.C. §§ 1408 and 1409.

B. **Final Order**. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

C. **Notice.** On January 21, 2026 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business as debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No party has requested the appointment of a trustee or examiner in this chapter 11 case, and no statutory committee has been appointed.

D. The Debtor served the Bidding Procedures Order on all parties required to receive such notice, including the Sale Notice Parties and the Counterparties to the Potentially Assigned Agreements, as reflected in the affidavit of service filed on February 24, 2026 [D.I. 139].

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

E. On February 11, 2026, the Debtor gave due and proper notice of the proposed Sale, Auction, and Sale Hearing [D.I. 84] (the "Auction and Sale Notice"), as reflected in the affidavit of service filed on February 24, 2026 [D.I. 139]. The Auction and Sale Notice was published on the Debtor's case website and was published in the *New York Times*, as reflected in the affidavit of publication filed on February 18, 2026 [D.I. 128], served on all parties required to receive such notice under the Bidding Procedures Order and applicable rules (including the Sale Notice Parties and the Counterparties to the Potentially Assigned Agreements), in accordance with the Bidding Procedures Order and was sufficient and proper notice to any other interested parties, including those parties whose identities are unknown to the Debtor. The Auction and Sale Notice constituted good, sufficient, and appropriate notice of the Sale under the particular circumstances and no further notice need be given with respect to the proposed Sale. As provided by the Auction and Sale Notice, a reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities. Any party interested in bidding on the Purchased Assets was provided, pursuant to the Bidding Procedures Order, sufficient information to make an informed judgment on whether to bid.

F. The Assumption and Assignment Notice was filed on February 11, 2026 [D.I. 83], and served on all parties required to receive such notice, as reflected in the affidavit of service filed on February 24, 2026 [D.I. 139], and identified, among other things, the Counterparties, the Potentially Assigned Agreements, and the related Cure Amounts. The service of the Assumption and Assignment Notice was good, sufficient, and appropriate under the circumstances, in full compliance with the Bidding Procedures Order, and no further notice need be provided in respect of the Debtor's assumption and assignment to the Purchaser of the Potentially Assigned Agreements. All Counterparties to the Potentially Assigned Agreements have had an adequate opportunity to object to the potential assumption and assignment of the Contracts and the Cure Costs (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses such Counterparty from accepting performance by, or rendering performance to, the Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code).

G. The Stalking Horse Supplement was filed on February 20, 2026 [D.I. 133], and served on all parties required to receive such notice, as reflected in the affidavit of service filed on February 26, 2026 [D.I. 141]. Service of the Stalking Horse Supplement was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Purchase Agreement and the transactions contemplated therein and the Stalking Horse Objection Deadline and the dates and deadlines related thereto.

H. The Stalking Horse Notice was filed on February 20, 2026 [D.I. 134], and served on all parties required to receive such notice, as reflected in the affidavit of service filed on February 26, 2026 [D.I. 141]. Service of the Stalking Horse Notice was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Purchase Agreement and the transactions contemplated therein.

I. On March 2, 2026, the Debtor filed with the Court and published on the case website the Successful Bidder Notice [D.I. 146], as reflected in the affidavit of service filed on March 4, 2026 [D.I. 148]. Service of the Successful Bidder Notice was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the cancellation of the Auction, and the identity of the Successful Bidder.

J. As evidenced by the affidavits of service and publication notice filed with this Court, and based on the representations of counsel at the Sale Hearing, due, proper, timely, adequate and sufficient notice of the Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the Assumption and Assignment Procedures, the Purchase Agreement, this Sale Order, and the Transaction, have been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, 9008, and 9014, and Local Rules 2002-1 and 6004-1, and in compliance with the Bidding Procedures Order. The Debtor has complied with all noticing obligations as required by the Bidding Procedures Order. The aforementioned notices are good, sufficient and appropriate under the circumstances, and no other or further notice is or shall be required.

K. A reasonable opportunity to object or be heard regarding the relief requested in the Motion and provided in this Sale Order was afforded to all parties in interest.

L. **Compliance with the Bidding Procedures Order**. As demonstrated by the evidence proffered or adduced at the Sale Hearing and the representations of counsel at the Sale Hearing, the Debtor has complied in all material respects with the Bidding Procedures Order. The Debtor and its professionals have adequately and appropriately marketed the Purchased Assets in compliance with the Bidding Procedures and the Bidding Procedures Order, and in accordance with the Debtor's fiduciary duties. Based upon the record of these proceedings, creditors, other parties in interest, and prospective purchasers were afforded a reasonable and fair opportunity to bid for the Purchased Assets.

M. The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders and afforded notice and a full, fair, and reasonable opportunity for any person to make a higher or otherwise better offer to purchase the Purchased Assets. The Debtor conducted the sale process without collusion and in accordance with the Bidding Procedures.

N. The Purchaser is the designated Successful Bidder, and the Purchase Agreement is designated the Successful Bid for the Purchased Assets in accordance with the Bidding Procedures Order. The Purchaser has complied in all respects with the Bidding Procedures Order and all other applicable orders of this Court in negotiating and entering into the Purchase Agreement, and the Transaction and the Purchase Agreement likewise comply with the Bidding Procedures Order and all other applicable orders of this Court.

O. **Business Judgment**. The Purchase Agreement, including the form and total consideration under the Purchase Agreement, (a) constitutes the highest or otherwise best offer received by the Debtor for the Purchased Assets; (b) is fair and reasonable; and (c) is in the best interests of the Debtor, its estate, its creditors, and all other parties in interest.

P. The Debtor's determination that the consideration provided by the Purchaser under the Purchase Agreement constitutes the highest or otherwise best offer for the Purchased Assets is reasonable and constitutes a valid and sound exercise of the Debtor's business judgment.

Q. Consistent with its fiduciary duties, the Debtor has demonstrated good, sufficient and sound business reasons and justifications for entering into the Transaction and the performance of its obligations under the Purchase Agreement.

R. **Corporate Authority**. The Purchased Assets constitute property of the Debtor's estate and title thereto is vested in the Debtor's estate within the meaning of section 541 of the Bankruptcy Code. Subject to entry of this Sale Order, the Debtor (a) has full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, (b) has all of the necessary corporate power and authority to consummate the transactions contemplated by the Purchase Agreement, including, without limitation, the Transaction, (c) has taken all corporate action necessary to authorize, approve and consummate the Purchase

Agreement and the transactions contemplated thereby, including, without limitation, the Transaction, and (d) subject to entry of this Sale Order, needs no consents or approvals, including any consents or approvals from any non-Debtor entities, other than those expressly set forth in the Purchase Agreement or this Sale Order, to consummate the transactions contemplated thereby, including, without limitation, the Transaction.

S. **Good Faith**. The sale process engaged in by the Debtor and the Purchaser including, without limitation, the negotiation of the Purchase Agreement, was at arm's-length, non-collusive, in good faith, and substantively and procedurally fair to all parties in interest. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement or the Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

T. The Debtor and the Purchaser each has complied, in good faith in all respects with the Bidding Procedures Order and the Bidding Procedures. The Debtor, and its management, board of managers, agents, advisors, and representatives, and the Purchaser and its respective employees, agents, advisors and representatives, each actively participated in the bidding process and acted in good faith and without collusion or fraud of any kind. The Purchaser subjected its bid to competitive bidding in accordance with the Bidding Procedures and was designated the Successful Bidder for the Purchased Assets in accordance with the Bidding Procedures and the Bidding Procedures Order.

U. The Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision in respect of the Transaction, each term of the Purchase Agreement (and any ancillary documents executed in connection therewith) and each term of this Sale Order, and otherwise has proceeded in good faith in all respects in connection with this proceeding. Neither the Debtor nor the Purchaser has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code. The Debtor was free to deal with any other party interested in buying or selling some or all of the Assets on behalf of the Debtor's estate. The protections afforded by Bankruptcy Code section 363(m) are integral to the Transaction and the Purchaser would not consummate the Transaction without such protections.

V. The form and total consideration to be realized by the Debtor under the Purchase Agreement constitutes fair value, fair, full, and adequate consideration, reasonably equivalent value, and reasonable market value for the Purchased Assets.

W. Neither the Purchaser nor any of its affiliates, officers, directors, managers, shareholders, members or any of their respective successors or assigns is an "insider" of the Debtor, as that term is defined under section 101(31) of the Bankruptcy Code. No common identity of directors, managers, controlling shareholders, or members exists between the Debtor and the Purchaser.

X. **No Fraudulent Transfer**. The consideration provided by the Purchaser for the Assets pursuant to the Purchase Agreement (a) is fair and reasonable, (b) is the highest and best offer for the Purchased Assets, (c) will provide a greater recovery for the Debtor's creditors and estate than would be provided by any other available alternative, and (d) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, and each state, territory, possession, and the District of Columbia.

Y. The Purchase Agreement was not entered into, and neither the Debtor nor the Purchaser has entered into the Purchase Agreement or propose to consummate the Transaction, for the purpose of (a) escaping liability for the Debtor's debts or (b) hindering, delaying or defrauding the Debtor's present or future creditors, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

Z. **Free and Clear**. The transfer of the Purchased Assets to the Purchaser will be a legal, valid, and effective transfer of the Purchased Assets, and will vest the Purchaser with all right, title, and interest of the Debtor in the Purchased Assets free and clear of all claims (including, without limitation, any and all "claims" as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof), liens (including, without limitation, any statutory lien on real and personal property and any and all "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof), liabilities, interests, rights, and liens relating to, accruing, or arising any time prior to the Closing Date, including, without limitation, the following: all mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, sublicenses, options, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, contract rights, rights of setoff (to the extent not taken pre-petition), rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, alter-ego claims, environmental rights and claims (including, without limitation, toxic tort claims), labor rights and claims, tax claims, regulatory violations by any governmental entity, decrees of any court or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims, and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, senior or subordinated, whether arising prior to or subsequent to the commencement of the chapter 11 case, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law or doctrine of successor or transferee liability or related theories (all of the foregoing, but excluding Assumed Liabilities and Permitted Liens (each as defined in the Purchase Agreement), collectively being referred to in this Sale Order as "Claims").

AA. Those holders of Claims who did not object or who withdrew their objections to the Motion, are deemed to have consented to the Transaction pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

BB. The Debtor, to the extent permitted by applicable law, may transfer the Purchased Assets free and clear of all Claims, including, without limitation, rights or claims based on any successor or transferee liability, because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied.

CC. The Debtor has, to the extent necessary, satisfied the requirements of section 363(b)(1) of the Bankruptcy Code.

DD. The Purchaser would not have entered into the Purchase Agreement, and would not consummate the transactions contemplated thereby, including, without limitation, the Transaction, if (a) the transfer of the Purchased Assets were not free and clear of all Claims, or (b) the Purchaser would, or in the future could, be liable for or subject to any such Claims.

EE. The Purchaser will not consummate the transactions contemplated by the Purchase Agreement, including, without limitation, the Transaction, unless this Court expressly orders that none of the Purchaser, its respective affiliates, its respective present or contemplated members or shareholders, or the Purchased Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims.

FF. Not transferring the Purchased Assets free and clear of all Claims would adversely impact the Debtor's efforts to maximize the value of its estate, and the transfer of the Purchased Assets other than pursuant to a transfer that is free and clear of all Claims would be of substantially less benefit to the Debtor's estate.

GG. Neither the Purchaser nor any of its affiliates are a mere continuation of the Debtor or its estate, there is no continuity or common identity between the Purchaser, the Debtor, or any of their respective affiliates, and there is no continuity of enterprise between the Purchaser, the Debtor, or any of their respective affiliates. Neither the Purchaser nor any of its affiliates are holding themselves out to the public as a continuation of the Debtor. Neither the Purchaser nor any of its affiliates are a successor to the Debtor or its estate and none of the transactions contemplated by the Purchase Agreement, including, without limitation, the Transaction amounts to a consolidation, merger, or *de facto* merger of the Purchaser or any of its affiliates with or into the Debtor.

HH. Without limiting the generality of the foregoing, and other than as may be set forth in the Purchase Agreement, none of the Purchaser, its affiliates, the present or contemplated members or shareholders of the Purchaser, and its affiliates, or the Purchased Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims relating to any U.S. federal, state or local income tax liabilities, that the Debtor may incur in connection with consummation of the transactions contemplated by the Purchase Agreement, including, without limitation, the Transaction, or that the Debtor has otherwise incurred prior to the consummation of the transactions contemplated by the Purchase Agreement.

II. **Validity of Transfer**. The consummation of the transactions contemplated by the Purchase Agreement, including, without limitation, the Transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) thereof, and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated under the Purchase Agreement.

JJ. The Purchase Agreement has been duly and validly executed and delivered by the Debtor and, subject to the terms of the Purchase Agreement, shall constitute valid and binding obligations of the Debtor, enforceable against the Debtor in accordance with its terms. The Purchase Agreement, the Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtor and any chapter 7 or chapter 11 trustee appointed in the chapter 11 case, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

KK. **Assumption, Assignment and/or Transfer of the Assigned Contracts**. The Debtor has demonstrated (a) that it is an exercise of its sound business judgment to assume and assign the Assigned Contracts to the Purchaser, in each case in connection with the consummation of the Transaction and (b) that the assumption and assignment of the Assigned Contracts to the Purchaser is in the best interests of the Debtor, its estate, its creditors, and other parties in interest. The Assigned Contracts being assigned to the Purchaser are an integral part of the Purchased Assets being purchased by the Purchaser and, accordingly, such assumption, assignment and cure of any defaults under the Assigned Contracts are reasonable and enhance the value of the Debtor's estate. Each and every provision of the documents governing the Purchased Assets or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any of the Purchased Assets, if any, has been or will be satisfied or are otherwise unenforceable under section 365 of the Bankruptcy Code. Any counterparty to an Assigned Contract that has not filed with the Court an objection to such assumption and assignment in accordance with the terms of the Motion is deemed to have consented to such assumption and assignment.

LL. To the extent necessary or required by applicable law, the Debtor has or will have as of the Closing: (a) cured, or provided adequate assurance of cure, of any default existing prior to the Closing with respect to the Assigned Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (b) provided compensation, or adequate assurance of compensation, to any party for any actual pecuniary loss to such party resulting from such default, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The respective amounts set forth on **Exhibit 2** hereto (or any supplemental Assumption and Assignment Notice served in accordance with the Assumption and Assignment Procedures or any order of this Court) are the sole amounts necessary under sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code to cure all such monetary defaults and pay all actual pecuniary losses under the Assigned Contracts.

MM. The promise of the Purchaser to perform the obligations first arising under the Assigned Contracts after their assumption and assignment to the Purchaser constitutes adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to such Assigned Contracts. Any objections to the foregoing, the determination of any Cure Costs, or otherwise related to or in connection with the assumption, assignment, or transfer of any of the Assigned Contracts to the Purchaser are hereby overruled on the merits. The counterparties to Assigned Contracts who did not object to the assumption, assignment, or transfer of their applicable Assigned Contract, or to their applicable Cure Cost, are deemed to have consented to such assumption, assignment or transfer for all purposes of this Sale Order.

NN. The legal and factual bases set forth in the Motion and presented at the Sale Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the Purchase Agreement attached hereto as **Exhibit 1** and the consummation of the transactions contemplated by, such Purchase Agreement including, without limitation, the Transaction, is hereby authorized.

2. Any objections and responses to the Motion or the relief requested in the Motion that have not been withdrawn, waived, settled, or resolved, and all reservation of rights included in such objections and responses, are overruled on the merits and denied with prejudice. All persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief granted in this Sale Order, including for purposes of sections 363(f)(2), 365(c)(1), and 365(e)(2) of the Bankruptcy Code.

A. Approval of the Purchase Agreement

3. The Debtor is authorized to enter into the Purchase Agreement, all ancillary documents, the transactions contemplated by the Purchase Agreement, including, without limitation, the Transaction, and all related terms and conditions. The failure specifically to include any particular provision of the Purchase Agreement in this Sale Order does not diminish or impair the effectiveness of such provision; the Court hereby authorizes and approves the Purchase Agreement in its entirety.

4. The Debtor and its managers, officers and agents are authorized and directed to take any and all actions necessary, appropriate or reasonably requested by the Purchaser to perform, consummate, implement and close the Transaction, including, without limitation, (a) the sale to the Purchaser of all Assets, in accordance with the terms and conditions set forth in the Purchase Agreement and this Sale Order and (b) the execution, acknowledgment and delivery of such deeds, assignments, conveyances and other assurance, documents and instruments of transfer and any action for purposes of assigning, transferring, granting, conveying and confirming to the Purchaser, or reducing to possession, the Purchased Assets, all without further order of this Court. The Debtor is further authorized to pay, without further order of this Court, whether before, at or after the Closing Date, any expenses or costs that are required to be paid by the Debtor under the Purchase Agreement, this Sale Order, or the Bidding Procedures Order, in order to consummate the Transaction or perform its obligations under the Purchase Agreement.

5. All persons and entities, including, without limitation, the Debtor, the Debtor's estate or any other authorized representative thereof, any and all debt security holders, equity security holders, governmental tax and regulatory authorities, lenders, customers, vendors, litigation claimants, trustees, trade creditors, and any other creditors (any or affiliate, agent, successor, or assign of any of the foregoing) who may or do hold Claims against the Debtor or the

Purchased Assets, arising under or out of, in connection with, or in any way relating to, the Debtor, the Purchased Assets, the operation or ownership of the Purchased Assets by the Debtor prior to the Closing Date, or the Transaction, are hereby prohibited, forever barred, estopped, and permanently enjoined from asserting or pursuing such Claims against the Purchaser, its affiliates, successors, assigns, or property, or the Purchased Assets, including, without limitation, taking any of the following actions with respect to any pre-closing Claims: (a) commencing or continuing in any manner any action, whether at law or in equity, in any judicial, administrative, arbitral, or any other proceeding, against the Purchaser, its affiliates, successors, assigns, assets (including the Purchased Assets), and/or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser, its affiliates, successors, assigns, assets (including the Purchased Assets), and/or properties; (c) creating, perfecting, or enforcing any Claim against the Purchaser, its affiliates, any of their respective successors, assigns, assets (including the Purchased Assets), and/or properties; (d) asserting a Claim as a setoff (to the extent the setoff was not taken pre-petition), or right of subrogation of any kind against any obligation due from the Debtor against the Purchaser, its affiliates or any of their respective successors or assigns; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Sale Order, the Purchase Agreement, or the agreements or actions contemplated or taken in respect thereof, including the Debtor's ability to transfer the Purchased Assets to the Purchaser in accordance with the terms of this Sale Order and the Purchase Agreement. No such Person shall assert or pursue any such Claim against the Purchaser or its affiliates, successors or assigns.

6. The sale of the Purchased Assets to the Purchaser under the Purchase Agreement constitutes a transfer for reasonably equivalent value and fair consideration under the Bankruptcy

Code and laws of all applicable jurisdictions, including, without limitation, the laws of each jurisdiction in which the Assets are located, and the sale of the Purchased Assets to the Purchaser may not be avoided under any statutory or common law fraudulent conveyance and fraudulent transfer theories whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

B. Transfer of the Purchased Assets Free and Clear

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Purchased Assets shall be sold free and clear of all Claims, with all such Claims to attach to the proceeds of the Transaction to be received by the Debtor with the same validity, force, priority and effect which they now have as against the Purchased Assets, subject to any claims and defenses the Debtor may possess with respect thereto; provided, however, that setoff rights of the Debtor will be extinguished to the extent there is no longer mutuality after the consummation of the Transaction.

8. Upon Closing, all of the Debtor's right, title and interest in and to, and possession of, the Purchased Assets shall be immediately vested in the Purchaser pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code free and clear of any and all Claims. Such transfer will constitute a legal, valid, binding and effective transfer of, and will vest the Purchaser with good and marketable title to the Purchased Assets. All person or entities, presently or on or after the Closing Date, in possession of some or all of the Purchased Assets are authorized and directed to surrender possession of the Purchased Assets to the Purchaser on the Closing Date or at such time thereafter as the Purchaser may request.

9. This Sale Order is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or

other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments; and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Transaction.

10. The Debtor is authorized and directed to execute such documents as may be necessary to release any Claims of any kind against the Purchased Assets as such Claims may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, *lis pendens* or other documents or agreements evidencing Claims against or in the Purchased Assets shall not have delivered to the Debtor prior to the Closing Date of the Transaction, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims that such person or entity has with respect to the Purchased Assets, (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets; (b) the Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all such Claims against the Purchaser and the applicable Assets; (c) the Debtor's creditors and the holders of any Claims are authorized to execute such documents and take all other actions as may be necessary to terminate, discharge or release their Claims in the Purchased Assets; and (d) the Purchaser may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction and releases of all such Claims with respect to the Purchased Assets. Unless otherwise

prohibited by applicable law, this Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department or office, and such agencies, departments and offices are authorized to accept this Sale Order for filing or recording. Notwithstanding the foregoing, the provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of Claims shall be self-executing, and neither the Debtor nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Sale Order.

11. To the maximum extent permitted under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtor with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, authorized to be transferred to the Purchaser with respect to the Purchased Assets as of the Closing Date. To the extent the Purchaser cannot operate under any such license, permit, registration and governmental authorization or approval in accordance with the previous sentence, then to the maximum extent permitted under applicable law, such licenses, permits, registrations and governmental authorizations and approvals shall be in effect while the Purchaser, with assistance from the Debtor (with costs allocated as provided in the Purchase Agreement), works promptly and diligently to apply for and secure all necessary government approvals for new issuance of such licenses, permits, registrations and governmental authorizations and approvals to the Purchaser.

12. No governmental unit (as defined in section 101(27) of the Bankruptcy Code) or any representative thereof may deny, revoke, suspend or refuse to renew any permit, license or

similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of the chapter 11 case or the consummation of the Transaction to the extent that any such action by a governmental unit or any representative thereof would violate section 525 of the Bankruptcy Code.

C. No Successor or Transferee Liability

13. Upon the Closing, except as provided in the Purchase Agreement, the entry of this Sale Order and the approval of the terms of the Purchase Agreement means that the Purchaser (and any of its affiliates, successors, or assigns), as a result of any action taken in connection with the Purchase Agreement, the consummation of the transactions contemplated thereby, including, without limitation, the Transaction, or the transfer or operation of the Purchased Assets, will not be deemed to: (a) be a legal successor to the Debtor, or otherwise be deemed a successor to the Debtor; (b) have, *de facto*, or otherwise, merged or consolidated with or into the Debtor; or (c) be an alter ego or a mere continuation or substantial continuation of the Debtor or the enterprise of the Debtor.

14. Without limiting the generality of the foregoing, and except as otherwise provided in the Purchase Agreement and this Sale Order, neither the Purchaser nor any of its affiliates shall have any responsibility for any (a) liability or other obligation of the Debtor related to the Purchased Assets or (b) Claims against the Debtor or any of its predecessors or affiliates. By virtue of the Purchaser's purchase of the Purchased Assets, neither the Purchaser nor any of its affiliates shall have any liability whatsoever with respect to the Debtor's (or their predecessors' or affiliates') respective businesses or operations or the Debtor's (or its predecessors' or affiliates') obligations based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental (including, but not limited to CERCLA), successor or transferee liability, *de facto* merger or substantial

continuity, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, any settlement or injunction or any liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the Closing Date (collectively, with the potential claims set forth in this paragraph 14, "Successor or Transferee Liability"). The Purchaser would not have acquired the Purchased Assets but for the foregoing protections against Successor or Transferee Liability.

15. None of the Purchaser or its affiliates, successors, assigns, equity holders, employees or professionals will have or incur any liability to, or be subject to any action by the Debtor or its estate, predecessors, successors, or assigns, arising out of the negotiation, investigation, preparation, execution, delivery of the Purchase Agreement and the entry into and consummation of the sale of the Purchased Assets, except as expressly provided in the Purchase Agreement and this Sale Order.

16. No bulk sales law or similar law of any state or other jurisdiction applies in any way to the transactions with the Debtor that are approved by this Sale Order, including, without limitation, the Purchase Agreement and the Transaction.

D. Good Faith; Arm's-Length Sale

17. The Purchase Agreement has been negotiated and executed, and the transactions contemplated in such Purchase Agreement, including, without limitation, the Transaction, are and have been undertaken, by the Debtor, the Purchaser and their respective representatives at arm's-length, without collusion and in "good faith," as such term is defined in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transaction shall not affect the validity of the Transaction or any term of the Purchase Agreement, and shall not permit the unwinding of the Transaction. The

Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections under section 363(m) of the Bankruptcy Code.

18. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement or the transactions contemplated thereby, including, without limitation, the Transaction, to be avoided, or for costs, or damages or costs, to be imposed, under section 363(n) of the Bankruptcy Code. The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement is fair and reasonable, and the Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

E. Related Relief

19. Each and every federal, state and governmental agency or department, and any other person or entity, is hereby authorized to accept any and all documents and instruments in connection with or necessary to consummate the Transaction contemplated by the Purchase Agreement.

20. To the extent provided in section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any right, license, copyright, patent, trademark or other permission relating to the use of the Purchased Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of the chapter 11 case or the consummation of the sale of the Purchased Assets.

21. Except as expressly provided in the Purchase Agreement, nothing in this Sale Order may be deemed to waive, release, extinguish or estop the Debtor or its estate from asserting, or otherwise impair or diminish, any right (including, without limitation, any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any assets or liabilities not constituting a Purchased Asset.

22. All entities that are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets to the Purchaser on or prior to the Closing Date or such later date that such party and the Purchaser mutually agree.

23. To the extent this Sale Order is inconsistent with any prior order or pleading filed in the chapter 11 case related to the Motion, the terms of this Sale Order govern. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the Purchase Agreement, the terms of this Sale Order govern.

24. This Sale Order and the Purchase Agreement are binding in all respects upon all pre-petition and post-petition creditors of the Debtor, all interest holders of the Debtor, any statutory committee, all successors and assigns of the Debtor and its affiliates and subsidiaries, and any trustees, examiners, "responsible persons" or other fiduciaries appointed in this chapter 11 cases or upon a conversion of this chapter 11 case to a case under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee, and the Purchase Agreement and Transaction is not subject to rejection or avoidance under any circumstances by any party. If any order under section 1112 of the Bankruptcy Code is entered, this Sale Order and the rights granted to the Purchaser hereunder will remain effective and, notwithstanding such dismissal, will remain binding on parties in interest.

25. Upon the occurrence of the Closing, consistent with the "Mandatory Prepayments" of the DIP Term Sheet (as defined in the Final DIP Order[4]), not later than the second business day following the date of receipt of any proceeds of a Transaction, except as such amounts are set forth

[4] *See Final Order (I) Authorizing the Debtor to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral; (II) Granting Adequate Protection to Prepetition Lender; (III) Modifying the Automatic Stay and (IV) Granting Related Relief* [D.I. 110] (the "Final DIP Order").

in the Approved Budget and are necessary to satisfy the expenditures set forth in the Approved Budget, an amount equal to 100% of such net proceeds will be applied as a mandatory prepayment of the DIP Obligations.

26. Notwithstanding any provision to the contrary in this Sale Order, the Purchase Agreement, or any other document related to the Transaction, nothing shall:

i. release, nullify, preclude, exculpate, or enjoin the enforcement of any police or regulatory power or any liability that any entity would be subject to as the owner, lessor, lessee or operator of property that such entity owns, operates or leases after the Closing;

ii. affect the setoff or recoupment rights of the United States;

iii. confer exclusive jurisdiction to this Court except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code);

iv. authorize the assumption, assignment, sale or other transfer of any federal (a) grants, (b) grant funds, (c) contracts, (d) rights of way, (e) agreements, (f) awards, (g) task orders, (h) property, (i) intellectual property, (j) patents, (l) leases, (l) certifications, (m) applications, (n) registrations, (o) billing numbers, (p) national provider identifiers, (q) provider transaction access numbers, (r) licenses, (s) permits, (t) covenants, (u) inventory, (v) guarantees, (w) indemnifications, (x) data, (y) records, or (z) any other interests belonging to the United States (collectively, "Federal Interests") without compliance by the Debtor and Purchaser with all terms of the Federal Interests and with all applicable non-bankruptcy law;

v. be interpreted to set cure amounts or to require the United States to novate, approve or otherwise consent to the sale, assumption, assignment or other transfer of any Federal Interests; *provided, however,* that this provision shall not be interpreted to waive or supplant any condition precedent to Closing that requires the assumption and assignment of the BLM ROWs (as defined in the Purchase Agreement) as part of the Purchased Assets to Purchaser under the Purchase Agreement;

vi. waive, alter or otherwise limit the United States' property rights;

vii. authorize the sale, transfer, assignment, disposition, acquisition, issuance, or assumption involving facilities, securities, liabilities, tariffs, or services that are subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC") prior to the Debtor's and Purchaser's compliance with the Federal Power Act, 16 U.S.C. §§ 791 *et seq.*, and all FERC regulations, rules and orders; provided, however, that this provision shall not be interpreted to waive or supplant any provisions of the Purchase Agreement requiring the obtaining of FERC Approval (as defined in the

Purchase Agreement) as a condition precedent to Closing and requiring the Debtor to act in good faith and with due diligence to secure FERC Approval and activities related thereto; or

viii. expand the scope of 11 U.S.C.§ 525.

Moreover, nothing in this Sale Order or related sale documents shall be interpreted to release or exculpate the Debtor or its successors or assigns from any reclamation, decommissioning, site clearance, and plugging and abandonment, or other operational requirement under applicable Federal law (collectively, "Decommissioning Obligations") with respect to the Federal Interests or to address or otherwise affect any Decommissioning Obligations and financial assurance requirements under the Federal Interests, as determined by the United States, that must be met by the Debtor or its successors and assigns on the Federal Interests going forward. Nothing in this Sale Order or related sale documents shall nullify the United States' right to assert against the Debtor or its estate: any (a) Decommissioning Obligations with respect to the Federal Leases; and/or (b) Decommissioning Obligations with respect to the Federal Interests that is nondischargeable under applicable law; provided, however, that upon the effective date of any assignment(s) of any Federal Interest that are consented to by the Bureau of Land Management in accordance with applicable non-bankruptcy law, the assignee will be solely responsible for the performance of all assigned obligations, including Decommissioning Obligations.

27. For avoidance of doubt, nothing in the Purchase Agreement or this Sale Order shall release, enjoin, adjudicate, impair, or limit any claims, rights, investigations, causes of action or defenses (including counterclaims and rights of recoupment or setoff) of CMB Infrastructure Investment Group IX, LP, CMB Infrastructure Investment Group XI, LP, and CMB Export, LLC (the "CMB Claims") against the Debtor or any third-party (other than Purchaser, its affiliates, and assigns), including any other defendant in the CMB Litigation (as defined in the First Day Declaration). For further avoidance of doubt, and subject only to the provisions of paragraph 26

above in respect of the Federal Interests, BLM and FERC, the foregoing does not limit the free and clear nature of the Sale under section 363(f) of the Bankruptcy Code, and the transfer of the Purchased Assets to the Purchaser will be free and clear of the CMB Claims, any liens, claims, or interests of CMB and its affiliates, as well as the liens, claims, and interests of any other person or entity.

28. This Court retains jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transaction, including any and all disputes with any counterparty to any executory contract or unexpired lease of the Debtor and any party that has, or asserts, possession, control or other rights in respect of any of the Purchased Assets; provided, however, that, in the event this Court abstains from exercising or declines to exercise such jurisdiction with respect to the Purchase Agreement, the Bidding Procedures Order, or this Sale Order, such abstention, refusal, or lack of jurisdiction will have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter. This Court retains jurisdiction to compel delivery of the Purchased Assets, to protect the Debtor and its assets, including, for the avoidance of doubt, the Purchased Assets, against any Claims and successor and transferee liability and to enter orders, as appropriate, pursuant to sections 105(a) or 363 of the Bankruptcy Code (or other applicable provisions) necessary to transfer the Purchased Assets to the Purchaser.

29. At any time prior to Closing, the Purchaser or the Debtor may terminate the Purchase Agreement pursuant to its terms without any penalty or liability to the Purchaser or the Debtor (or its estate), except as set forth in the Purchase Agreement.

30. The Purchase Agreement and any related agreements, documents, or other instruments may, upon five (5) business days' notice to the DIP Lender (as defined in the Final DIP Order, and the Office of the United States Trustee, be modified, amended or supplemented by the parties thereto and in accordance with their terms, without further order of this Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtor's estate.

31. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

32. The Purchaser is not required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to give any notice permitted by the Purchase Agreement or to enforce any of its remedies under the Purchase Agreement or any other sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence; provided, however, that this Court retains exclusive jurisdiction over any and all disputes with respect thereto.

33. The provisions of this Sale Order are non-severable and mutually dependent.

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

Dated: March 19th, 2026
Wilmington, Delaware

J. Kate Stickles

J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Purchase Agreement

Execution Version

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

TONOPAH SOLAR ENERGY, LLC,
a Delaware limited liability company,

and

SONS OF LIBERTY CONSTRUCTION, INC.,
a Texas corporation

Dated as of February 20, 2026

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of February 20, 2026 (the "Agreement Date"), is by and between Tonopah Solar Energy, LLC, a Delaware limited liability company ("Seller"), and Sons of Liberty Construction, Inc., a Texas corporation, ("Purchaser"). Seller and Purchaser are each sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Seller owns the Crescent Dunes concentrated solar energy plant (together with all related activities, the "Business") located in Nye county, Nevada (the "Plant");

WHEREAS, on January 21, 2026, Seller filed a voluntary petition for relief (the "Bankruptcy Case") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), which Bankruptcy Case is currently pending under case no. 26-10060;

WHEREAS, Seller desires to sell and assign to Purchaser, and Purchaser desires to buy and assume from Seller, certain assets and liabilities used in Seller's Business on an as-is, where-is basis, free and clear of all Liens and Claims other than Assumed Liabilities and Permitted Liens, under sections 105, 363(b), 363(f) and 365 of the Bankruptcy Code, subject to higher or otherwise better offers that Seller may receive, and on the terms and conditions set forth herein and with the approval of the Bankruptcy Court; and

WHEREAS, Seller's ability and obligation to consummate the Transactions, and Purchaser's obligation to consummate the Transactions, are subject to, among other things, the entry of the Sale Order.

AGREEMENTS

In consideration of the mutual covenants of the Parties as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Defined Terms. The following capitalized terms shall have the meanings specified in this Article I.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person. As used herein, the term "control" means the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of such a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement Date" shall have the meaning set forth in the preamble.

"Allocation Schedule" shall have the meaning set forth in Section 2.8.

"Alternative Bidder" means any Person that makes an alternative bid for the Purchased Assets in accordance with the Bidding Procedures and the Bidding Procedures Order.

"Antitrust Law" means, individually and collectively, the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, the U.S. Sherman Act, the U.S. Clayton Act, the U.S. Federal Trade Commission Act, and other applicable U.S. federal or state, or foreign, statutes, rules, regulations, orders or decrees that are designed to restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

"Assigned Contracts" shall have the meaning set forth in Section 2.12(a)(ii).

"Assignment and Assumption Agreement" shall have the meaning set forth in Section 3.2(e).

"Assumed Liabilities" shall have the meaning set forth in Section 2.2.

"Auction" means the auction for the sale of the Purchased Assets, if any, to be conducted in accordance with the Bidding Procedures and the Bidding Procedures Order.

"Available Contracts" means, collectively, the contracts listed on **Schedule 2.12(a)(i)**, as may be amended, modified and/or supplemented from time to time in accordance with the provisions of this Agreement.

"Backup Bidder" shall have the meaning set forth in Section 6.1(e).

"Bankruptcy Case" shall have the meaning set forth in the recitals.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Bankruptcy Court" shall have the meaning set forth in the recitals.

"Bidding Procedures" means the bidding procedures set forth in an exhibit to the Bidding Procedures Order and which shall govern and control the process by which Seller may consider bids for the Purchased Assets and conduct the Auction.

"Bidding Procedures Order" means an order of the Bankruptcy Court approving the Bidding Procedures.

"BLM" means the United States Department of the Interior's Bureau of Land Management.

"BLM 2026 Rent and Fees" means an amount, at Closing, equal to the sum of all rental fees paid by Seller under the BLM ROWs with respect to all periods from and after the Closing Date, that had been previously paid by Seller.

"BLM Consents" means the BLM's prior written consent to (i) Seller's transfer and assignment of the BLM Contracts to Purchaser, (ii) Purchaser's assumption of Seller's obligations under the BLM Contracts, and (iii) the release or termination of any further obligations of Seller under the BLM Contracts.

"BLM Contract" means any contract to which the Seller is a party with the BLM, including but not limited to the BLM ROWs, as set forth on **Schedule 2.1(a)**.

"BLM Deposit Amount" means the amount, as of Closing, of cash held by the BLM in connection with the performance and reclamation bond provisions of Section 4 of the BLM Right-of-Way Grant No. N-86292 to Seller, dated December 21, 2010, as amended on November 20, 2014. As of the Agreement Date, the BLM Deposit Amount is $13,192,019.00.

"BLM Prepayment Amount" means the amount, as of Closing, of prepaid monitoring fees paid by Seller to the BLM in connection with the BLM Right-of-Way Grant No. N-86292 to Seller, dated December 21, 2010, as amended on November 20, 2014. As of the Agreement Date, the BLM Prepayment Amount is $30,503.00.

"BLM ROWs" means the BLM rights-of-way listed on **Schedule 2.1(a)**.

"Business" shall have the meaning set forth in the recitals.

"Business Day" means a day other than Saturday, Sunday or a public holiday on which banks are authorized or required to be closed under the laws of the State of New York or federal law.

"CFIUS" means the Committee on Foreign Investment in the United States or any member agency thereof acting in such capacity.

"Claim" means all actions, claims, counterclaims, complaints, suits, Proceedings, rights of action, causes of action, Liabilities, losses, damages, remedies, penalties, judgments, settlements, costs, expenses, fines, disbursements, demands, reasonable costs, fees and expenses of counsel, including in respect of investigation, interest, demands and actions of any nature or any kind whatsoever, known or unknown, disclosed or undisclosed, accrued or unaccrued, matured or unmatured, choate or inchoate, legal or equitable, and arising in tort, contract or otherwise, including any "claim" as defined in section 101(5) the Bankruptcy Code.

"Closing" shall have the meaning set forth in Section 3.1.

"Closing Date" shall have the meaning set forth in Section 3.1.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidentiality Agreement" means that certain Confidentiality Agreement dated as of November 20, 2025, between Seller and Purchaser.

"Confidential Information" means any information that is not generally known to the public and that is or has been used, developed or obtained by Seller and its Affiliates to the extent it relates to the Business, the Purchased Assets or the Assumed Liabilities, except that the term "Confidential Information" will not include any information that has been published in a form generally available to the public, other than as a result of a disclosure by the Parties or their respective Representatives.

"Contracts" means any written contracts, commitments, mortgages, instruments, indentures, licenses, leases and other agreements.

"Cure Costs" means, with respect to all Assigned Contracts, the cure and reinstatement costs or expenses, if any, that are required to be paid to effectuate the assumption and assignment by Seller to Purchaser under section 365 of the Bankruptcy Code of such Contracts.

"Data Room" shall have the meaning set forth in Section 10.12.

"Deposit" shall have the meaning set forth in Section 2.6.

"Designation Notice Schedule" shall have the meaning set forth in Section 2.12(a)(ii).

"DPA" means Section 721 of the Defense Production Act of 1950, as amended (50 U.S.C. § 4565), including all implementing regulations thereof.

"Enforceability Exceptions" means, with respect to enforcement of the terms and provisions of this Agreement (a) the effect of any applicable Law of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting creditors' rights and relief of debtors generally and (b) the effect of general principles of equity, including general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a Proceeding in equity or at law).

"Excluded Contracts" shall have the meaning set forth in Section 2.12(a)(ii).

"Excluded Liabilities" shall have the meaning set forth in Section 2.3.

"FERC" means the Federal Energy Regulatory Commission.

"FERC Application" means the Purchaser's application with FERC to transfer any and all rights and obligations of the Seller under any agreement subject to FERC's jurisdiction.

"FERC Approval" means the approval of FERC required pursuant to the Federal Power Act (16 U.S.C. §§ 791a–828c) for the transfer of certain rights and obligations under this Agreement and other jurisdictional agreements related to the Purchased Assets.

"FPA" means the Federal Power Act, as amended, and the implementing regulations of FERC thereunder.

"GAAP" means U.S. generally accepted accounting principles, consistently applied.

"Governmental Approval" means any authorization, consent, approval, ruling, tariff, rate, certification, waiver, exception, filing, variance or Order of, or any notice to or registration with, any Governmental Authority, including, without limitation, with respect to the assignment of the BLM Contracts.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Indebtedness" means, with respect to any Person, without duplication (a) all obligations of such Person for borrowed money, whether current or funded, secured or unsecured, (b) all obligations of such Person for the deferred purchase price of any property or services that have been delivered (other than, trade accounts payable and accrued expenses arising in the ordinary course of the business of such Person), (c) all obligations under leases required by GAAP to be recorded as capital leases in respect of which such Person is liable as lessee, (d) all obligations of such Person in respect of bankers' acceptances or letters of credit, surety bonds and other similar instruments, to the extent drawn, (e) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, and (f) all obligations of a type referred to in clauses (a) through (e) above which are directly or indirectly guaranteed by such Person.

"Intellectual Property" means all intellectual property and rights therein protected in any jurisdiction throughout the world, including all (a) patents, patent applications, invention disclosures and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions thereof, (b) trademarks, service marks, corporate names, domain names, logos, slogans, trade dress, design rights, and other similar designations of source or origin, (c) copyrights and designs, (d) trade secrets and know-how, (e) to the extent not included in the foregoing, software (including source code) and related documentation and data and (f) all applications and registrations for any of the foregoing.

"Interim Period" shall have the meaning set forth in Section 7.2(a).

"Inventory" means any inventory (including inventory of spare parts and tools) of Seller related to the Business as of Closing.

"IP Assignment Agreement" shall have the meaning set forth in Section 3.2(e).

"Law" means the common law of any state, or any provision of any foreign, federal, state or local law, statute, code, rule, regulation, Governmental Order or Permit legally binding on the relevant Person or its properties.

"Liabilities" means, as to any Person, any indebtedness (including any Indebtedness), liabilities, Claims, commitments, responsibilities, reimbursements, costs and expenses, assessments, losses, damages (compensatory, punitive or other) and obligations of any kind or nature whatsoever or obligations of any nature (whether accrued, absolute, contingent, direct, indirect, known, unknown, perfected, inchoate, unliquidated or otherwise, due or to become due, vested or otherwise, liquidated or unliquidated, including without limitation where applicable interest and penalties, whether known or unknown, including all costs and expenses related thereto, and whether or not actually reflected, or required to be reflected, in such Person's balance sheet or other books and records).

"Lien" means any possessory or non-possessory lien, license (other than those assigned to Purchaser hereunder), encumbrance or charge of any kind or nature against or other interest in any property or assets, whether voluntary or involuntary and whether statutory or contractual, including any mortgage, right-of-way, easement, encroachment, deed of trust, deed to secure debt, pledge, assignment, hypothecation, security interest, interest, claim, claim, pledge, charge, attachment, judgment, levy, servitude, transfer restriction, right of first refusal, right of first offer, statutory lien or right, and/or any other consensual or non-consensual lien, claim or encumbrance of any kind, whenever granted, including, without limitation, those charges or interests in property within the meaning of "lien" under section 101(37) of the Bankruptcy Code, and including any agreement to give, grant or provide any of the foregoing..

"Long Stop Date" shall have the meaning set forth in Section 3.5.

"Losses" means all direct or indirect losses, Liabilities, damages, Taxes, penalties, fines, assessments, judgments, damages, settlement amounts, forfeitures, fees, payments (including any indemnification or reimbursement payments), costs and expenses (including the reasonable and documented fees and expenses of counsel and experts and their staffs); provided, however, that Losses shall not include any punitive or exemplary damages except to the extent awarded in a Third-Party Claim.

"Material Adverse Effect" means any change, effect, event, circumstance, occurrence, state of facts or development (each, an "Effect") that causes Seller to elect to suspend Plant operations or terminate the Switch PPA, and such suspension or termination: (a) has had a material adverse effect on the Purchased Assets or the Assumed Liabilities, or the business, condition (financial or otherwise), or results of operations of the Business, taken as a whole; or (b) prevents or materially impairs, the ability of the Seller to perform its obligations under this Agreement or to consummate the Transactions; provided, however, that in no event shall any Effect that results from or arises out of any of the following be deemed to constitute, or be taken into account in determining whether there has been, or would be, a Material Adverse Effect:

(i) any change generally affecting the electric generating, transmission or distribution industry (including (1) the solar energy industry and the concentrated solar power industry, (2) the wholesale or retail markets for electric power, and (3) any change in the electrical power market design, pricing or rules (including rules, systems, procedures, guidelines or requirements promulgated or modified by any RTO/ISO, NERC or any similar organization));

(ii) any change in general regulatory or political conditions, including any engagements of hostilities, acts of war, terrorist activities or cyber-attacks, or changes imposed by a Governmental Authority;

(iii) any change in any Laws (including environmental related laws), GAAP, regulatory accounting principles or industry standards, or the policies or guidance of any Governmental Authority;

(iv) any change in the financial condition or results of operations of Purchaser or its Affiliates, including its ability to access capital and equity markets or changes due to a change in the credit rating of Purchaser or its Affiliates;

(v) any change in financial, banking, securities or currency markets (including any increased costs for financing or suspension of trading in, or limitation on prices for, securities on any domestic or international securities exchange);

(vi) actions required to be taken pursuant to or in accordance with the express terms of this Agreement;

(vii) the announcement, pendency or consummation of the Transactions, including the identity of the Purchaser and its Affiliates or financing sources;

(viii) any labor strike, request for representation, organizing campaign, work stoppage, slowdown, lockout or other labor dispute;

(ix) any effects of natural disasters, weather events or other acts of God, including earthquakes, hurricanes, tsunamis, typhoons, lightning, hailstorms, blizzards, tornadoes, droughts, floods, cyclones, arctic frosts, mudslides, wildfires, pandemics or epidemics;

(x) acts taken or not taken at the request of, or with the written consent of, Purchaser;

(xi) (1) the filing of the Bankruptcy Case, (2) the Auction and any announced sale of any of Seller's assets in accordance with this Agreement, (3) any objections in the Bankruptcy Court, including, related to this Agreement or any of the Transactions, the Bidding Procedures Order, the Sale Order, or the assumption or rejection of any Contract otherwise in compliance with this Agreement, or (4) any Order of the Bankruptcy Court or any actions or omissions of Seller or their Affiliates required to be taken (or not taken) to comply therewith or with the Bankruptcy Code;

(xii) any matter set forth in the Schedules, or any filings in the Bankruptcy Case, as of the Agreement Date; or

(xiii) the termination or non-renewal of the Switch PPA by Switch; provided that such termination was not the result of a breach of the Switch PPA by the Seller.

"MBR Authority" means the authorization issued by FERC pursuant to Section 205 of the FPA to sell electric energy, capacity and certain ancillary services at market-based rates, acceptance by FERC of a tariff providing for such sales, and approval by FERC of such regulatory waivers and blanket authorizations as are customarily granted by FERC to "persons," as defined in the FPA, authorized to sell electric power at market-based rates, including blanket authorization under Section 204 of the FPA and FERC's regulations at 18 C.F.R. Part 34 to issue securities and assume liabilities.

"Operator" means ACS Industrial Activities, Inc. (together with its successors, assigns, affiliates and predecessors).

"Order" means any writ, judgment, decree, injunction or similar order, writ, ruling, directive or other requirement of any Governmental Authority (in each case whether preliminary or final).

"Organizational Documents" means (a) in the case of any Person organized as a corporation, the certificate or articles of incorporation of such corporation and the bylaws of such corporation, (b) in the case of any Person organized as a limited liability company, the certificate of formation or organization and the limited liability company agreement or operating agreement, (c) in the case of any Person organized as a limited partnership, the certificate of limited partnership and partnership agreement of such limited partnership, (d) in the case of any other Person, all constitutive or organizational documents of such Person which address matters relating to the business and affairs of such Person similar to the matters addressed by the documents referred to in clauses (a) through (c) above in the case of Persons organized as corporations, limited liability companies or limited partnerships and (e) any amendment to any of the foregoing.

"Payment Statement" shall have the meaning set forth in Section 2.7.

"Permit" or "Permits" means all permits, licenses, certifications, approvals, authorizations, consents or similar authorizations issued by any Governmental Authority, including vehicle and business licenses.

"Permitted Liens" means, with respect to any Purchased Asset, any (a) Liens for Taxes not yet due and payable or not yet delinquent or which are being contested in good faith, as set forth on **Schedule 1.1(a)**, (b) statutory Liens or other Liens arising by operation of law securing payments not yet due or which are being contested in good faith, including mechanics, carriers, workmen's, repairmen's or other like Liens arising or incurred in the ordinary course of business or in amounts that are not delinquent and which are not, individually or in the aggregate, material to the business of Seller, and as set forth on **Schedule 1.1(b)**, (c) Liens affecting real property including (i) easements, rights or way, servitudes, licenses, ground leases to utilities, and municipal agreements, (ii) street, alley, highway, telephone line, gas pipeline, power line, and other easements and rights of way of public record on, over or in respect of any such real property, (iii) encroachments and other matters that would be shown in an accurate survey or physical inspection of such real property, and as set forth on **Schedule 1.1(b)** and (iv) Liens in favor of the lessors under leases to real property or encumbering the interests of the lessors in such real property, (d) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties, and (e) other imperfections of title or Liens, if any.

"Person" means any individual, sole proprietorship, general partnership, limited partnership, limited liability company, joint venture, trust, unincorporated association, corporation, Governmental Authority or other entity.

"Petition Date" means January 21, 2026.

"Plant" shall have the meaning set forth in the recitals.

"Proceeding" means any governmental, judicial or adversarial proceeding, litigation, arbitration, or investigation.

"Purchase Price" shall have the meaning set forth in Section 2.5(a).

"Purchased Assets" shall have the meaning set forth in Section 2.1.

"Representative" means, with respect to a particular Person, any director, officer, manager, management committee member, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

"Required Permits" are listed on **Schedule 3.3(d)**.

"Sale" means a sale of the Purchased Assets to Purchaser as contemplated by this Agreement and the Sale Order.

"Sale Hearing" means any hearing of the Bankruptcy Court to consider entry of the Sale Order and approval of the Transaction Documents and Transactions.

"Sale Order" has the meaning set forth in Section 6.3, and shall be reasonably acceptable in form and substance to Purchaser and Seller.

"Schedules" means the disclosure schedules and any other schedule to this Agreement.

"Sierra Deposit" means the amount, as of Closing, of the cash balance of the deposit made by Seller to Sierra in connection with the Agreement for Standby Electric Service, dated October 27, 2016, between Seller and Sierra. As of the Agreement Date, the Sierra Deposit is $158,000.

"Sierra" means Sierra Pacific Power Company d/b/a NV Energy.

"Subsidiary" means, with respect to any Person, any other Person of which the specified Person, either directly or through or together with any other of its Subsidiaries, owns more than (a) fifty percent (50%) of the equity interests or (b) fifty percent (50%) of the voting power in the election of directors or their equivalents, other than as effected by events of default.

"Switch PPA" means that certain *Power Confirmation*, dated as of May 30, 2025, by and between Seller and Switched On, LLC, a Nevada limited liability company ("Switch"), as may be renewed, amended or extended, from time to time.

"Tenaska Management Agreement" means that certain Energy Management Agreement, dated September 18, 2025, by and between Seller and Tenaska Power Service Co., as may be renewed, amended or extended, from time to time.

"Tangible Personal Property" means all machinery, mobile or otherwise, equipment, spare parts, vehicles, pumps, fittings, tools, furniture or furnishings, meter equipment and other tangible personal property owned by Seller for use or consumption primarily at the Plant in connection with the Business.

"Tawny Point Consulting Agreement" means that certain *Consulting Agreement*, dated February 27, 2025, by and between Seller and Tawny Point, LLC, including all addendums and amendments thereto, as may be renewed, amended or extended, from time to time.

"Tax" means any foreign, federal, state or local income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, highway use, transfer, registration, vehicle registration, value added, excise, natural resources, severance, stamp, occupation, occupancy, ad valorem, premium, windfall profit, environmental, customs, duties, real property, personal property, property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax (whether disputed or not) in respect of the foregoing.

"Tax Returns" means returns, declarations, reports, claims for refund, information returns or other documents (including any related or supporting schedules, statements or information) and any amendment to any of the foregoing filed or required to be filed in connection with the determination, assessment or collection of any Taxes of any party or the administration of any Laws relating to any Taxes.

"Third Party Prepayment and Deposit Amounts" means (a) the BLM Deposit Amount, (b) the BLM Prepayment Amount, (c) the Sierra Deposit, and (d) the BLM 2026 Rent and Fees.

"Transaction Documents" means this Agreement, the Transition Services Agreement, the Bill of Sale, Assignment and Assumption Agreement and IP Assignment Agreement and any agreement, instrument or other document entered into pursuant to the terms hereof in connection with the Transactions.

"Transactions" means the transactions contemplated by this Agreement and the Transaction Documents, including the Sale of the Purchased Assets as provided for in this Agreement and the Sale Order.

"Transition Services Agreement" means any transition services agreement that may be entered into by and between Purchaser and the Operator.

"Transfer Tax" means any stamp or other sales, transfer, use, recordation, documentary, stamp, value added, excise or similar transaction Tax of any nature whatsoever, applicable to or arising as a result of the consummation of any of the Transactions.

ARTICLE II

TRANSACTIONS

2.1 Purchase and Sale. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, subject to the terms and conditions of this Agreement and to the entry and terms of the Sale Order, at the Closing, Seller shall sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, on an as-is, where-is basis, all of Seller's right, title and interest in, to and under, all of Seller's properties, rights, interests and assets, whether real or personal and whether tangible or intangible, which exist as of, or acquired by Seller after, the Agreement Date, but excluding in all cases the Excluded Assets (collectively, the "Purchased Assets"). Without limiting the foregoing, the Purchased Assets include, but are not limited to, the following:

(a) all right, title and interest of Seller in and to the real property leased by Seller from the BLM ROW grants listed on **Schedule 2.1(a)**;

(b) to the extent transferrable under applicable Law, all interests of Seller in and to easements, water rights and water permits related to the Plant, as set forth on **Schedule 2.1(b)**;

(c) to the extent assignable under applicable Law, the Assigned Contracts;

(d) to the extent assignable or transferrable under applicable Law, all rights and interests of Seller in and to all Permits related to the Purchased Assets and/or operation of the Business as set forth on **Schedule 2.1(d)**;

(e) to the extent assignable or transferrable under applicable Law, the Intellectual Property license granted by Cobra Thermosolar Plants, Inc. to Tonopah Solar Energy, LLC in Section 37.3 of the Contract for the Engineering, Procurement and Construction of the 110MW Nominal Capacity Thermosolar Electrical Generation Facility in Tonopah, Nevada, USA, dated as of September 14, 2011, by and between Tonopah Solar Energy, LLC and Cobra Thermosolar Plants, Inc.;

(f) the domain name registration for crescentdunessolar.com;

(g) all right, title and interest of Seller in and to the Plant, as set forth on **Schedule 2.1(g)**;

(h) all Inventory;

(i) all rights and interests of Seller in and to the Third Party Prepayment and Deposit Amounts;

(j) subject to the Confidentiality Restrictions and Section 7.3, and solely to the extent directly related to the operation, maintenance, repair and regulatory compliance of the Purchased Assets since December 18, 2020, copies (but not originals) of (in whatever format they exist, whether in hard copy or electronic format) such documents, manuals, and records in hand of Seller as are reasonably necessary for the continued use, operation, and maintenance of the Plant and operation of the Business following the Closing, including the following: historical customer files, test results, product specifications, plans, data, studies, drawings, diagrams, training manuals, safety and environmental reports and documents, operating, maintenance, repair and safety manuals, environmental and regulatory permits and filings; technical drawings and as-built plans; and maintenance logs (collectively, the "Books and Records"). For the avoidance of doubt, Seller shall not be required to deliver the following which shall be Excluded Assets: (i) any financial models, tax records, internal correspondence or memoranda, or pricing or strategic plans; (ii) any records subject to attorney-client privilege of the Seller; (iii) any privileged or confidential materials unrelated to the Purchased Assets; or (iv) any documents not customarily transferred in an asset sale of this nature; and

(k) to the extent not listed above, and except for the Tangible Personal Property listed on **Schedule 2.3(c)**, all Tangible Personal Property, substantially as listed on **Schedule 2.1(k)**, that is located at the Plant as of the Closing, and, solely to the extent related to the Tangible Personal Property listed on **Schedule 2.1(k),** any and all rights of the Seller to the warranties and licenses received from manufacturers and/or sellers of Tangible Personal Property listed on **Schedule 2.1(k).**

2.2 Assumed Liabilities. Subject to the terms and conditions set forth herein, Purchaser shall assume and agree to pay, perform and discharge when due the following Liabilities (collectively, the "Assumed Liabilities"):

(a) all Liabilities and obligations of Seller under the Assigned Contracts arising from and after the Closing Date;

(b) any and all Liabilities arising out of the conduct of the Business, from and after the Closing Date, including surety bond and all other obligations under the BLM ROWs and any Post-Closing Permit; and

(c) 50% of all Transfer Taxes;

2.3 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be deemed to sell, transfer, assign, convey or deliver, and Seller shall retain all right, title, interest and Liabilities, in, to, and under the following properties, rights, interests and other assets of Seller (collectively, the "Excluded Assets");

(a) Seller's rights under this Agreement (including the right to receive the Purchase Price) and under any Transaction Documents to be entered into in connection with the Transactions;

(b) all Excluded Contracts, including, without limitation, the Contracts listed on **Schedule 2.3(b)** and all deposits related to such Excluded Contracts;

(c) Seller's Tangible Personal Property listed on **Schedule 2.3(c)**.

(d) all of the Debtor's rights and interests in the Indemnification Escrow Account established in *Findings of Fact, Conclusions of Law and Order Confirming Chapter 11 Plan for Tonopah Solar Energy, LLC* entered in the Debtor's chapter 11 bankruptcy case commenced on June 30, 2020, in the United States Bankruptcy Court for the District of Delaware. *See In re Tonopah Solar Energy, LLC*, Case No. 20-11884 (KBO) (Bankr. D. Del. Dec. 9, 2020)."

(e) all cash and cash equivalents including, but not limited to, refunds, accounts receivable, owned by or owing to Seller arising out of the operation of the Plant or the Business;

(f) all shares of capital stock or other equity interests of Seller or its Affiliates or securities convertible into or exchangeable or exercisable for shares of capital stock or other equity interests of Seller or its Affiliates;

(g) all insurance policies relating to the Purchased Assets, including all insurance recoveries and return of premiums, claim deposits, letters of credit, guarantees, other securities, and security deposits due thereunder, rights to assert claims with respect to any such policies and proceeds thereof;

(h) all Books and Records except as set forth in <u>Section 2.1(j)</u>;

(i) any Organizational Documents, qualifications to do business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, blank stock certificates and other documents relating to the organization, maintenance and existence of Seller or its Affiliates, whether before, on or after the Closing Date;

(j) all claims or causes of action that Seller may have against any third party with respect to any Excluded Assets or Excluded Liabilities;

(k) all Tax refunds, credits, abatements or similar offsets against Taxes of Seller attributable to any period prior to the Closing Date;

(l) all bank accounts (including, without limitation, any deposit, savings or investment accounts) of Seller;

(m) all cash and all proceeds received from the sale or liquidation of any Excluded Asset;

(n) all deposits and expenses that have been prepaid by Seller or on its behalf by its Affiliates to the extent attributable to the ownership and operation of any Excluded Assets or Excluded Liabilities; <u>provided</u>, that the Third Party Prepayment and Deposit Amounts are not Excluded Assets; and

(o) all claims or causes of action of any kind or character, including those arising under Chapter 5 of the Bankruptcy Code or similar state laws, that Seller may have against any third party with respect to any Purchased Assets or Assumed Liabilities.

2.4 Excluded Liabilities. Other than the Assumed Liabilities, Purchaser shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller (collectively, the "Excluded Liabilities"). Without limiting the foregoing, Excluded Liabilities shall include, but not be limited to, the following:

(a) all Cure Costs;

(b) 50% of all Transfer Taxes; and

(c) all Liabilities of Seller for the costs and expenses, including attorneys' fees, incurred by Seller in connection with obtaining the approvals listed on **Schedule 7.10(a)**, as further set forth in Section 10.3.

2.5 Purchase Price.

(a) The aggregate consideration to be paid by Purchaser for the purchase of the Purchased Assets shall be the sum of the following (the "Purchase Price"): (i) cash in the amount of $7,000,000 ("Cash Payment"), *plus* (ii) the assumption of the Assumed Liabilities. Notwithstanding the foregoing and for avoidance of doubt, the Cash Payment is the only cash consideration to be provided by Purchaser for the Purchased Assets, inclusive of any Cure Costs and under no circumstance shall the consideration from Purchaser for the Transactions exceed the Purchase Price.

2.6 Deposit.

(a) Upon execution of this Agreement, Purchaser shall deliver to Synovus Bank, as escrow agent (the "Escrow Agent"), a deposit in the amount of $700,000 (the "Deposit").

(b) The Deposit shall be held in a segregated escrow account established with the Escrow Agent and invested in a manner mutually agreed upon by the Parties in accordance with the terms of this Agreement and the applicable escrow agreement (the "Escrow Agreement"). The Deposit shall be released and delivered (together with all accrued investment income thereon) by the Escrow Agent to either Purchaser or Seller, as applicable, as follows, in each case, in accordance with the Escrow Agreement:

(i) if the Closing shall occur, the Deposit shall be released to Seller;

(ii) if this Agreement is terminated in accordance with the terms of Section 9.2(d), the Deposit shall be released to Seller; or

(iii) if this Agreement is terminated in accordance with Section 9.2(f), the Deposit shall be released to Purchaser.

2.7 Closing Payment. No later than two (2) Business Days prior to the Closing Date, Seller shall deliver a written statement (a "Payment Statement") to Purchaser setting forth wiring instructions for the payment of the Purchase Price. At the Closing, Purchaser shall pay to Seller (i) the Cash Payment (including the Deposit), plus (ii) the Assumed Liabilities, by wire transfer of immediately available funds to an account designated by Seller on the Payment Statement.

2.8 Allocation of Purchase Price. Within thirty (30) days following Closing, and notwithstanding Section 3.8 (regarding the allocation of costs for the Post-Closing Permits), Seller shall prepare and provide a proposed allocation of the Purchase Price to Purchaser (including any Assumed Liabilities treated as consideration for the Purchased Assets for Tax purposes) (the "Allocation Schedule") in accordance with Code Section 1060 and Treasury regulations thereunder (and any similar provision of state, local, or non-U.S. law, as appropriate). If Purchaser delivers any written comments within ten (10) business days of receipt of the draft Allocation Schedule proposed by Seller, the Parties shall use commercially reasonable efforts to resolve such comments in good faith. If the Parties cannot resolve the comments, the Allocation Schedule shall be subject to review and approval by the Bankruptcy Court. Seller and Purchaser and their Affiliates shall report, act, and file Tax Returns (including, but not limited to, Internal Revenue Service Forms 8594) in all respects and for all purposes consistent with such allocation prepared by Seller. Purchaser shall timely and properly prepare, execute, file, and deliver all such documents, forms, and other information as Seller may reasonably request in preparing such allocation. Neither Seller nor Purchaser shall take any position (whether in audit, Tax Return, or otherwise) that is inconsistent with such allocation unless required to do so by applicable Law.

2.9 Non-Assignable Assets.

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.9, to the extent that the sale, assignment, transfer, conveyance or delivery, or attempted sale, assignment, transfer, conveyance or delivery, to Purchaser of any Purchased Asset would result in a violation of applicable Law, or would require the consent, authorization, approval or waiver of a Person who is not party to this Agreement or an Affiliate of a party to this Agreement (including any Governmental Authority), and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery, or an attempted sale, assignment, transfer, conveyance or delivery thereof; provided, however, that subject to the satisfaction or waiver of the conditions contained in Article III, the Closing shall occur notwithstanding the foregoing without any adjustment to the Purchase Price on account thereof. Following the Closing, Seller and Purchaser shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution or amendment required to novate all liabilities and obligations under any and all Assigned Contracts or other liabilities that constitute Assumed Liabilities or to obtain in writing the unconditional release of all parties to such arrangements, so that, in any case, Purchaser shall be solely responsible for such liabilities and obligations from and after the Closing Date; provided, however, that neither Seller nor Purchaser shall be required to pay any consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, Seller shall sell, assign, transfer, convey and deliver to Purchaser the relevant Purchased Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration. Applicable sales, transfer and other similar Taxes in connection with such sale, assignment, transfer, conveyance or license shall be paid by Purchaser.

(b) To the extent that any Purchased Asset and/or Assumed Liability cannot be transferred to Purchaser following the Closing pursuant to this Section 2.9, Purchaser and Seller shall use commercially reasonable efforts to enter into such arrangements (such as subleasing, sublicensing or subcontracting) to provide to the Parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Purchased

Asset and/or Assumed Liability to Purchaser as of the Closing and the performance by Purchaser of its obligations with respect thereto. Purchaser shall, as agent or subcontractor for Seller pay, perform and discharge fully the liabilities and obligations of Seller thereunder from and after the Closing Date. To the extent permitted under applicable Law, Seller shall, at Purchaser's expense, hold in trust for and pay to Purchaser promptly upon receipt thereof, such Purchased Asset and all income, proceeds and other monies received by Seller to the extent related to such Purchased Asset in connection with the arrangements under this Section 2.9. Seller shall be permitted to set off against such amounts all direct costs associated with the retention and maintenance of such Purchased Assets. Notwithstanding anything herein to the contrary, the provisions of this Section 2.9 shall not apply to any consent or approval required under any Antitrust Law or competition or trade regulation Law.

2.10 Withholding Rights. If Purchaser intends to deduct or withhold from any amount otherwise payable to Seller under this Agreement, Purchaser shall notify Seller as soon as reasonably possible, but in no event less than ten (10) Business Days prior to the date on which such amount is to be paid of such intention to deduct or withhold, which notice shall include a statement of the amounts to be deducted or withheld in respect of such payment and the basis for the withholding obligation, and Purchaser shall reasonably cooperate with Seller to reduce or eliminate such deduction or withholding.

2.11 Receipt of Misdirected Assets; Liabilities. If after the Closing (a) Purchaser or any of its Affiliates holds or receives any Excluded Assets or Excluded Liabilities or (b) Seller holds or receives any Purchased Assets or Assumed Liabilities, Purchaser or Seller, as applicable, will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other Party. Prior to any such transfer, the Party holding, receiving or possessing any such asset will hold it in trust for such other Party.

2.12 Assumption/Rejection of Certain Contracts.

(a) Assumption and Assignment of Executory Contracts.

(i) **Schedule 2.12(a)(i)** sets forth a true and complete list, as of the date of this Agreement, of all executory Contracts to which the Seller is a party that are subject to assumption or rejection pursuant to Section 365 of the Bankruptcy Code (the "Available Contracts") and the estimated Cure Costs for each Available Contract (which shall be determined by Seller in good faith based on Seller's books and records).

(ii) Subject to the terms and conditions of this Agreement and the Sale Order, Purchaser may designate for assumption by Seller and assignment to Purchaser, pursuant to sections 363 and 365 of the Bankruptcy Code, any Available Contract. Set forth on **Schedule 2.12(a)(ii)**, is a list of the Available Contracts that Purchaser elects to have assumed and assigned (the "Assigned Contracts") to Purchaser (the "Designation Notice Schedule"), which must be included with Purchaser's submission of its bid under the Bidding Procedures Order. Any executory contract or unexpired lease not identified on the Designation Notice Schedule shall be deemed an "Excluded Contract" and shall not be assumed by Seller and assigned to Purchaser at the Closing. Notwithstanding anything contained herein to the contrary, the Switch PPA will not be an Assigned Contract, or otherwise assigned to Purchaser, unless both of the following Contracts are also Assigned Contracts, or otherwise assigned to Purchaser, and concurrently assigned to Purchaser with any assignment of the Switch

PPA: (1) the Tenaska Management Agreement, and (2) the Tawny Point Consulting Agreement.

(iii) Seller shall be solely responsible for, and shall promptly pay or cause to be paid, all cure amounts required under section 365 of the Bankruptcy Code to assume and assign each Assigned Contract (the "Cure Costs"), including any Cure Costs determined or increased by the Bankruptcy Court after Closing, together with any transfer, assignment, or consent fees and all other out-of-pocket costs of obtaining any necessary third-party consents to assignment. As a condition to Seller's obligation to seek assumption and assignment of any Assigned Contract, Purchaser shall provide to Seller, sufficiently in advance of the Sale Hearing, such financial and other information regarding Purchaser and its proposed performance as is reasonably necessary to demonstrate "adequate assurance of future performance" within the meaning of section 365(b)(1) and (f)(2) of the Bankruptcy Code. Purchaser shall cooperate in good faith with Seller to prepare, file, and serve any required notices on counterparties and to resolve objections relating to Cure Costs and adequate assurance; provided, that Purchaser shall have no obligation to pay any Cure Costs, consent fees, or other amounts to counterparties, and Purchaser shall advance (or escrow at Seller's request) disputed or estimated Cure Costs as a condition to assumption and assignment; provided that any such advanced funds shall be credited to the Purchase Price.

(iv) Seller shall not be required to assume or assign any contract or lease that (a) is not listed on **Schedule 2.12(a)**, (b) is not designated in accordance with **Section 2.12(a)(ii)** on the Designation Notice Schedule attached hereto as **Schedule 2.12(a)(ii)**, (c) requires a nonbankruptcy-law consent that is not obtained prior to Closing (and as to which the Sale Order does not authorize assignment free and clear), or (d) would impose on Seller any obligation, expense, or liability other than ministerial filing and service obligations; provided, that if such consent is obtained after Closing but prior to the Outside Date, Seller shall, at Purchaser's sole cost and expense and without material obligation to Seller, promptly effect assignment of such contract or lease to Purchaser. Purchaser may withdraw an Assigned Contract from the Designation Notice Schedule with respect to an Assigned Contract prior to two (2) Business Days before the Sale Hearing; thereafter, no de-designation shall be permitted absent Seller's written consent.

(v) Nothing herein shall obligate Seller to (i) commence or prosecute any adversary proceeding or contested matter, (ii) agree to any modification of any contract or lease, or (iii) assume or assign any contract or lease that, in the reasonable judgment of Seller (after consultation with Purchaser), would impose material obligations on Seller beyond those contemplated by this Agreement and the Sale Order. To the extent of any inconsistency between this Section and the Sale Order, the Sale Order shall control.

(b) Non-Assignment.

(i) Notwithstanding anything to the contrary in this Agreement, a Contract will not be an Assigned Contract hereunder and will not be assigned to, or assumed by, Purchaser to the extent that such Contract (a) is rejected by Seller under section 365 of the Bankruptcy Code, or (b) terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder.

(ii) The Sale Order shall provide, pursuant to sections 365(e) and 365(f) of the Bankruptcy Code, that any provision in any Assigned Contract that purports to prohibit, restrict, or condition Seller's assignment of such Assigned Contract to Purchaser or provide for the termination or modification of such Assigned Contract based on the filing of a bankruptcy case, the financial condition of Seller or similar circumstances is unenforceable and of no force and effect.

ARTICLE III

CLOSING

3.1 Time and Place. The closing of the Transactions (the "Closing") shall take place on the date which is no later than two (2) Business Days after the date on which the full satisfaction or due waiver of all of the closing conditions set forth in Sections 3.2, 3.3 and 3.4 (other than those to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at Closing) occurs or on such other date as is mutually agreed to in writing by the Parties. In lieu of a physical closing, the Parties agree that all requisite closing documents may be exchanged electronically at the Closing, and that documents so exchanged shall be binding for all purposes. The date on which the Closing occurs is referred to herein as the "Closing Date" and for accounting purposes the effective time of the Closing shall be deemed to be 12:01 a.m. prevailing Eastern Time on the Closing Date.

3.2 Conditions Precedent to Obligations of All Parties. The obligations of each Party to consummate the Transactions are subject to the fulfillment, at or prior to the Closing, of each of the following conditions precedent:

(a) No Governmental Prohibition. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the Transactions illegal, otherwise restraining or prohibiting consummation of such Transactions or causing any of the Transactions to be rescinded following completion thereof.

(b) Consents, Authorizations and Approvals. The Parties shall have received the consents, authorizations and approvals listed on **Schedule 3.2(b)**, including the FERC Approval.

(c) Sale Order. The final Sale Order shall have been entered by the Bankruptcy Court and shall not have been stayed, modified, reversed, amended, or be subject to appeal. The Sale Order shall include a finding that Purchaser is a "good faith" purchaser and entitled to the protections under section 363(m) of the Bankruptcy Code.

(d) Bill of Sale. The Parties shall have duly executed and delivered a bill of sale to convey the Purchased Assets to Purchaser (the "Bill of Sale"), in form and substance reasonably acceptable to the Parties.

(e) Assignment and Assumption Agreement. The Parties shall have duly executed and delivered (i) an assignment and assumption of the Purchased Assets that are Assigned Contracts (the "Assignment and Assumption Agreement"), in form and substance reasonably acceptable to the Parties, and (ii) an Intellectual Property assignment agreement (the "IP Assignment Agreement"), in form and substance reasonably acceptable to the Parties.

(f) Escrow Agreement. The Parties and Escrow Agent shall have duly executed and delivered countersignatures to the Escrow Agreement

3.3 Conditions of Seller's Obligations at the Closing. Seller's obligation to consummate the Closing is subject to the satisfaction, or waiver by Seller, at or prior to the Closing of each of the following conditions precedent:

(a) Purchaser Representations and Warranties. The representations and warranties of Purchaser contained in Article V shall be true and correct as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date).

(b) Purchaser Covenants. Purchaser shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied by it prior to or on the Closing Date.

(c) Purchase Price. Seller shall have received the Purchase Price.

(d) Required Permits. As applicable, Seller shall have received evidence that each Required Permit has been (1) assigned to Purchaser, effective as of Closing, or (2) replaced by an equivalent permit obtained by Purchaser, in each case including a full release of Seller from all obligations and liabilities under such Required Permit.

(e) Officer's Certificate. Purchaser shall have duly executed and delivered to Seller an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of Purchaser certifying that the conditions set forth in Sections 3.3(a) and (b) have been satisfied, in a form reasonably acceptable to Seller.

3.4 Conditions of Purchaser's Obligations at the Closing. Purchaser's obligation to consummate the Transactions is subject to the satisfaction, or waiver by Purchaser, at or prior to the Closing of each of the following conditions precedent:

(a) Seller Representations and Warranties. The representations and warranties of Seller contained in Article IV shall be true and correct as of the Closing Date (other than de minimis inaccuracies) with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date).

(b) Seller Covenants. Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied by it prior to or on the Closing Date.

(c) Officer's Certificate. Seller shall have duly executed and delivered to Purchaser an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of Seller certifying that the conditions set forth in Sections 3.3(a) and (b) have been satisfied, in a form reasonably acceptable to Purchaser.

(d) Material Adverse Effect. No Material Adverse Effect shall have occurred since the Agreement Date and then be continuing.

3.5 Long Stop Date. Notwithstanding anything to the contrary set forth in this Agreement, if the Closing has not occurred on or before June 19, 2026 (the "Long Stop Date"), Seller shall have the right to terminate this Agreement, unless the Long Stop Date is extended as agreed in writing by the Parties; provided, however, that if FERC Approval has not been obtained by June 19, 2026, and FERC Approval is the only outstanding condition to closing, the Long Stop Date shall be automatically extended to the date that is 180 days from the date that the Sale Order is entered.

3.6 Post-Closing Transition Period. The Parties acknowledge that certain licenses and permits necessary for the operation of the Business (the "Post-Closing Permits") may not be transferable or obtained prior to the Closing. Accordingly, the Parties agree to collaborate in good faith during the Post-Closing Permits Transfer Period to complete the transfer, assignment, or procurement of any such Post-Closing Permits as listed on **Schedule 3.6**; provided, however, Purchaser shall have the primary responsibility for securing the Post-Closing Permits at its sole cost and expense, as set forth in Section 3.8, including engaging with the relevant Governmental Authorities and fulfilling any additional administrative or compliance requirements. Purchaser shall ensure that all operational activities comply with applicable laws and regulations during the Post-Closing Permits Transfer Period.

3.7 Effect on Closing Validity.

(a) The inability to obtain or transfer any Post-Closing Permit prior to the Closing shall not:

(i) delay or invalidate the Closing;

(ii) constitute a breach of this Agreement by Seller; or

(iii) impose any additional Liability or penalty on Seller.

(b) Any delays in the transfer or procurement of Post-Closing Permits shall be managed in accordance with the cooperation obligations outlined in this Section and shall not affect Purchaser's obligation to consummate the Transaction.

3.8 Allocation of Costs. All costs and expenses associated with the transfer or procurement of the Post-Closing Permits listed on **Schedule 3.6** shall be borne by the party incurring such costs and expenses.

3.9 Duration of Cooperation. The Parties agree to collaborate in good faith for a period of up to two (2) months following the Closing Date to complete the transfer or procurement of the Post-Closing Permits (the "Post-Closing Permits Transfer Period"). After this period, Seller shall have no further obligation with respect to such permits, except as expressly required by law.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the Schedules hereto, Seller hereby represents and warrants to Purchaser that the statements contained in this Article IV are true and correct as of the date hereof and as of the Closing:

4.1 Organization and Authorization.

(a) Seller is duly organized, validly existing and in good standing under the Laws of the State of Delaware. Seller has all necessary limited liability company power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it is currently conducted. Seller is duly licensed or qualified to do business in the State of Nevada.

(b) Subject to entry of the Sale Order, Seller has all necessary limited liability company power and authority to enter into this Agreement and the other Transaction Documents to carry out its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery by Seller of this Agreement, the performance by Seller of its obligations hereunder and the consummation by Seller of the Transactions have been duly authorized by all requisite limited liability company action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by the other Parties) this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the Enforceability Exceptions.

4.2 No Conflicts; Consents. Subject to the Sale Order having been entered by the Bankruptcy Court, the execution, delivery and performance by Seller of this Agreement do not and will not: (a) result in a violation or breach of any provision of Seller's Organizational Documents, or (b) result in a violation of any Law.

4.3 Title to Purchased Assets. Except as set forth on **Schedule 4.3**, Seller has good and valid title to, or, in the case of any leased or subleased property, valid and subsisting leasehold interests in the Purchased Assets.

4.4 Legal Proceedings. Except as set forth on **Schedule 4.4**, there are no actions pending, or to the knowledge of the Seller, threatened against or by Seller relating to or affecting the Business, the Plant, the Purchased Assets, and/or Assumed Liabilities, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.5 Compliance with Laws. Except as set forth on **Schedule 4.5**, Seller has complied, and is in compliance with all Laws applicable to the conduct of the Business as currently conducted or the ownership of the Purchased Assets, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.6 Employee Matters. Seller does not have any employees.

4.7 Brokers. Except as listed on **Schedule 4.7**, no agent, broker, investment banker or other Person acting on behalf of Seller, or under the authority thereof, is or will be entitled to any fee or commission directly or indirectly from any of the Parties in connection with any of the Transactions.

4.8 No Other Representations and Warranties. Except for the representations and warranties contained in this Article IV, neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information furnished or made available to Purchaser and its Representatives (including any information, documents or material made available to Purchaser in the Data Room, management discussions or in any other form in expectation of the Transactions) or as to the future revenue, profitability or success of Seller or the Business, or any representation or warranty arising from statute or otherwise in law.

ARTICLE V

REPRESENTATIONS AND WARRANTIES CONCERNING PURCHASER

Purchaser hereby represents and warrants to Seller that the statements contained in this Article V are true and correct as of the date hereof and as of the Closing:

5.1 Organization and Authorization.

(a) Purchaser is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization or formation.

(b) Purchaser has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents, to carry out its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery by Purchaser of this Agreement to which it is party, the performance by Purchaser of its obligations hereunder and thereunder and the consummation by Purchaser of the Transactions have been duly authorized by all requisite corporate action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser, and (assuming due authorization, execution and delivery by the other Parties) this Agreement constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to the Enforceability Exceptions. Each of the other Transaction Documents to be executed and delivered by or on behalf of Purchaser will be duly executed and delivered by Purchaser, and, (assuming due authorization, execution and delivery by the other parties to each such Transaction Document) when so executed and delivered, will constitute the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to the Enforceability Exceptions.

(c) No notice to, consent, approval or authorization of or designation, declaration or filing with any Governmental Authority or any other Person is required by Purchaser with respect to Purchaser's execution and delivery of any Transaction Document to which it is (or will become at Closing) a party or the consummation of the Transactions, except (i) the Sale Order having been entered by the Bankruptcy Court, (ii) the consents, approvals and authorizations set forth on **Schedule 5.1(c)** and (iii) any consent, approval or authorization of or designation, declaration or filing with any Governmental Authority the failure of which to be made or obtained would not, individually or in the aggregate, be reasonably expected to result in a material breach of this Agreement.

5.2 No Conflicts. The execution, delivery and performance by Purchaser of this Agreement and the other Transaction Documents, and the consummation of the Transactions by Purchaser, do not and will not:

(a) result in a violation or breach of any provision of Purchaser's Organizational Documents;

(b) result in a violation of any Law; or

(c) result in a violation or breach of, constitute a default under or result in the acceleration, payment, cancellation or termination of or under any Contract to which Purchaser is a party.

5.3 Litigation. There are no Proceedings pending or, to Purchaser's knowledge, threatened in writing against Purchaser before any Governmental Authority nor any sanctions, embargoes, or restrictions under applicable Law, including but not limited to those administered by the U.S. Office of Foreign Assets Control or any equivalent foreign authority nor any material Liens, encumbrances, attachments, judgments, or similar proceedings against them, that challenges or seeks to prevent, enjoin, hinder, alter or delay the Transactions or, if adversely determined would reasonably be expected to impair the ability of Purchaser to consummate the Transactions on the terms and conditions set forth in this Agreement.

5.4 Brokers' or Finders' Fees. Except as listed on **Schedule 5.4**, no agent, broker, investment banker or other Person acting on behalf of Purchaser, or under the authority thereof, is or will be entitled to any fee or commission directly or indirectly from any of the Parties in connection with any of the Transactions.

5.5 Access to and Evaluation of Information Concerning the Business and the Purchased Assets. Purchaser:

(a) has sufficient knowledge, sophistication and experience in business and financial matters and similar investments so as to be capable of evaluating the merits and risks of purchasing the Purchased Assets; and

(b) has become familiar with the business, financial condition and operations of the Business, has been given access to and an opportunity to examine such documents, materials and information concerning the Business as Purchaser deems to be necessary or advisable in order to reach an informed decision regarding its purchase of the Purchased Assets and has had answered to Purchaser's full satisfaction any and all questions regarding such information.

5.6 BLM Consents.

(a) Purchaser has reviewed and understands the requirement for obtaining the BLM Consents.

(b) Purchaser has the financial, technical, and organizational capacity to comply with any obligations or conditions that may be imposed by the BLM in connection with obtaining the BLM Consents.

(c) Purchaser is not aware of any fact or circumstance within its control, including its ownership structure or past conduct, that would reasonably be expected to result in a denial of the BLM Consents.

(d) Purchaser has conducted its own due diligence with respect to the BLM Contracts and acknowledges (i) the specific terms and obligations, including any dismantling or restoration requirements associated with the BLM Contracts and (ii) the Seller has not provided any guarantees or assurances regarding the future renegotiation or amendment of the BLM Contracts by Purchaser.

5.7 No CFIUS Approval. CFIUS does not have jurisdiction over Purchaser's acquisition of the Purchased Assets. Purchaser is ultimately owned and controlled by U.S. persons and is therefore not a "foreign person" for CFIUS purposes.

5.8 FERC Approval.

(a) Purchaser has reviewed and understands the requirements to obtain prior FERC Approval under Section 203 of the Federal Power Act to transfer control of FERC jurisdictional assets and the procedures to obtain FERC Approval prior to the transfer of control of any and all FERC jurisdictional assets.

(b) Purchaser has the financial, technical, and organizational capacity to obtain FERC Approval.

(c) Purchaser is not aware of any fact or circumstance within its control, including its ownership structure or past conduct, that would reasonably be expected to result in a denial of FERC Approval.

5.9 Sufficiency of Funds. Purchaser has, and as of the Closing will have, sufficient cash on hand or other sources of immediately available funds to (a) enable it to make payment of the Purchase Price, (b) provide adequate assurance of future performance as required under section 365 of the Bankruptcy Code with respect to the Assigned Contracts, and (c) ensure the continued operation and maintenance of the Business, including meeting all ordinary course expenses, Assumed Liabilities and future obligations and/or Liabilities, from the Closing Date onwards. Purchaser acknowledges and agrees that its obligations to consummate the Transactions contemplated by this Agreement, including the payment of the Purchase Price, are not subject to or contingent upon (a) Purchaser's ability to obtain any financing, (b) the receipt of proceeds from any financing, or (c) any financing condition or similar contingency. Purchaser further acknowledges and agrees that in no event shall the failure of Purchaser to have sufficient funds available to consummate the Transactions contemplated hereby be a defense to any claim by Seller for Purchaser's failure to perform its obligations hereunder or otherwise relieve Purchaser of any liability or obligation with respect to this Agreement.

5.10 Solvency. Immediately after giving effect to the Transactions, Purchaser shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of Purchaser and its Affiliates. In connection with the Transactions, Purchaser has not incurred, and does not plan to incur, debts beyond its ability to pay as they become absolute and matured.

5.11 Independent Investigation. Purchaser has conducted its own independent investigation, review and analysis of the results of operations, prospects, condition (financial or otherwise) and assets of Seller, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, Books and Records, and other documents and data of Seller for such purpose. Purchaser acknowledges that (a) none of Seller nor any other Person on behalf of Seller, has made any representation or warranty, expressed or implied, as to Seller, or the accuracy or completeness of any information regarding the Business or the Purchased Assets, furnished or made available to Purchaser and its Representatives, or any other matter related to the Transactions, except as expressly set forth in Article IV of this Agreement and the Schedules, (b) Purchaser has not relied on any representation or warranty from Seller or any other Person on behalf of Seller in determining to enter into this Agreement, except as expressly set forth in Article IV of this Agreement and the Schedules, and (c) neither Seller nor any other Person acting on behalf of Seller shall have any Liability to Purchaser or any other Person with respect to any projections, forecasts, estimates, plans or budgets of future revenue, expenses or expenditures, future results of operations, future cash flows or the future financial condition of the Business.

ARTICLE VI

BANKRUPTCY COURT MATTERS

6.1 Bankruptcy Actions.

(a) Seller's obligations under this Agreement and in connection with the Transactions are subject to entry of the Bidding Procedures Order and the Sale Order.

(b) The bidding procedures to be employed with respect to this Agreement shall be those reflected in the Bidding Procedures Order. Purchaser agrees and acknowledges that Seller, including through its representatives, are and may continue soliciting inquiries, proposals or offers from third parties pursuant to the terms of the Bidding Procedures Order. Seller may modify the bidding procedures as permitted in the Bidding Procedures Order.

(c) Purchaser shall promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order and any other Governmental Order reasonably necessary to consummate the Transactions, including for the purposes of providing assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code, as well as reasonably demonstrating Purchaser's ability to pay and perform or otherwise satisfy any Assumed Liabilities following the Closing.

(d) Seller and Purchaser each shall (i) appear formally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the Transactions and (ii) keep the other reasonably apprised of the status of material matters related to this Agreement, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received from the Bankruptcy Court or any third party and/or any Governmental Authority with respect to the Transactions.

(e) If an Auction is conducted, and Purchaser is not the prevailing party at the conclusion of such Auction (such prevailing party, the "Successful Bidder") but is the next highest bidder at the Auction, Purchaser shall be required to serve as a back-up bidder (the "Backup Bidder"). If Purchaser is the Backup Bidder, Purchaser's bid to consummate the Transactions on the terms and conditions set forth in this Agreement shall remain open and irrevocable until the earlier of (i) consummation of a sale to the Successful Bidder, and (ii) Seller's release of Purchaser from the requirement to serve as a Backup Bidder. If the Successful Bidder fails to consummate its acquisition of the Purchased Assets as a result of a breach or failure to perform on the part of such Successful Bidder, the Backup Bidder will be deemed to have the new prevailing bid. In such event, Seller may consummate the Transactions on the terms and conditions set forth in this Agreement.

(f) Seller shall file such motions or pleadings as may be appropriate or necessary to assume and assign to Purchaser the Assigned Contracts and to determine the amount of the Cure Costs.

(g) Seller shall use commercially reasonable efforts to cooperate with Purchaser concerning the Sale Order, any other orders of the Bankruptcy Court relating to the Transactions, and the bankruptcy proceedings in connection therewith.

(h) In compliance with the terms of the Bidding Procedures Order, Seller and Purchaser acknowledge that this Agreement and the sale of the Purchased Assets are subject to higher or otherwise better bids and Bankruptcy Court approval.

(i) Purchaser shall provide adequate assurance of future performance as required under section 365 of the Bankruptcy Code for each Assigned Contract. Purchaser agrees that it will take all commercially reasonable actions reasonably required to assist Seller in obtaining a Bankruptcy Court finding in the Sale Order or otherwise that there has been a sufficient demonstration of adequate assurance of future performance by Purchaser with respect to the Assigned Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court.

6.2 Cure Costs. Subject to entry of the Sale Order, on or prior to the Closing, Seller shall pay the Cure Costs so that the Assigned Contracts may be assumed by Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code, this Agreement and the Sale Order.

6.3 Sale Order. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the order authorizing and approving the Transactions (the "Sale Order") shall, among other things: (a) approve (i) the execution, delivery and performance by Seller of this Agreement, (ii) the sale of the Purchased Assets to Purchaser on the terms set forth in this Agreement free and clear of all Liens (and Claims other than the Assumed Liabilities and the Permitted Liens), and (iii) the performance by Seller of its obligations under this Agreement; and (b) authorize and empower Seller to assume and assign to Purchaser the Assigned Contracts.

6.4 Notices and Consents. Each of the Parties will use its commercially reasonable efforts to give any notices and obtain any third-party consents, authorizations, Permits or sublicenses, in each case, as are necessary and appropriate to consummate the Transactions. Seller shall control all correspondence and negotiations with third parties regarding any such matters. Seller shall not be obligated to initiate any legal proceedings to obtain such consent authorization, Permit or approval.

6.5 Fiduciary Obligations. Nothing in this Agreement will require the board of managers of Seller to take any action, or to refrain from taking any action, with respect to the Sale or the Bidding Procedures, to the extent such board of managers reasonably determines in good faith, in consultation with counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law.

6.6 Stalking Horse Bid Protections. Purchaser has been designated by Seller as the Stalking Horse Bidder and Seller agrees to certain Bid Protections (each as defined in the *Order (I) Approving Bidding Procedures, (II) Scheduling Certain Dates with Respect Thereto (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Authorizing the Sale of Assets and (VI) Granting Related Relief* (the "Bidding Procedures Order") (Doc. No. 80)), subject to Court approval, in the amount of up to $175,000.00 as an administrative expense under section 503(b) of the Bankruptcy Code.

ARTICLE VII

OTHER AGREEMENTS AND COVENANTS

7.1 Tax Matters. All Transfer Taxes resulting from the Transactions shall be borne equally by Seller and Purchaser when due, and Purchaser shall, at its expense, file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes and other Taxes and fees, and if required by applicable Law, Seller and Purchaser shall, and shall cause its Affiliates to (if applicable), to join in the execution of any such Tax Returns and other documentation.

7.2 Conduct of Business Prior to the Closing.

(A) From the Agreement Date until the earlier of the Closing and the date that this Agreement is terminated in accordance with its terms (the "Interim Period"), Seller shall continue to conduct the Business and during the Interim Period, Seller shall use commercially reasonable efforts to conduct the Business in the ordinary course of business consistent with past practices, including proper maintenance of the Plant and equipment; provided that the foregoing shall not prohibit Seller from taking, or failing to take, any actions as may be required by applicable Law or Order (including the Bankruptcy Code and any Orders entered by the Bankruptcy Court in the Bankruptcy Case); provided, further, that Seller shall act in good faith and use commercially reasonable efforts to maintain in full force and effect the Switch PPA (including, to the extent commercially reasonable, renewing the Switch PPA in accordance with its terms) until the earlier of (i) the Closing and (ii) such time as Purchaser has negotiated and entered into a definitive agreement with Switch; provided, however, that nothing herein shall prohibit Seller from terminating, amending, or electing not to renew the Switch PPA in accordance with its terms or as required by applicable Law or Order (including the Bankruptcy Code and any Orders entered by the Bankruptcy Court in the Bankruptcy Case); provided further that Seller is not obligated to make or arrange for, or incur costs associated with, repairs to the Plant or any of its components outside of the ordinary course of business (assuming prior proper maintenance of the Plant and equipment in the ordinary course of business). Notwithstanding the foregoing, nothing contained in this paragraph shall be deemed to exclude any such act or action from constituting a Material Adverse Effect. Seller hereby agrees to promptly notify the Purchaser prior to terminating the Switch PPA as provided for in this Section 7.2 and further agrees to promptly notify the Purchaser in the event that the Plant or any of its components are in need of repairs that are outside the ordinary course of business.

(b) Purchaser acknowledges and understands that during the Interim Period Plant operations may be suspended in the event there is no offtake agreement for energy generated by the Plant and that operation of the Plant may include a partial or entire Plant maintenance shutdown at any point prior to the Closing. In this event, Seller will use reasonable efforts to perform such operations without causing material harm to the Purchased Assets, and Seller shall follow all of the Seller's procedures that would be required in the event of such suspension or shutdown.

(c) Purchaser further acknowledges and understands during the Interim Period, in the ordinary course of operations, there could be a failure of, and/or damage to, components or equipment located in the Plant that may necessitate (i) a cessation of ordinary operations until such component or equipment is repaired and/or (ii) significant repairs to such component, equipment or the Plant (for example, including but not limited to, the occurrence of a leak in one or more of the Plant's hot salt tanks).

(d) Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, nothing in this Agreement shall give Purchaser, directly or indirectly, the right to control or direct the operations of the Business during the Interim Period, except that, after the Agreement Date, the Parties shall jointly review and discuss any significant events or extraordinary incidents that impact the ordinary operation of the Plant, as reasonably determined by Seller. In the event of suspension or cessation of Business operations as set forth in clauses (b) and (c) above, Purchaser acknowledges and agrees that the Purchased Assets are being sold on an "as-is, where-is" basis and that there shall be no reduction to the Purchase Price, including, without limitation, in the event (i) that Seller elects not to conduct the Business during the Interim Period, (ii) that Plant Operations are suspended, and/or (iii) of any failure of, and/or damage to, components or equipment located in the Plant.

(e) Neither Seller or its Affiliates shall take any action, or fail to take any action, that would cause a reduction in the Third Party Prepayment and Deposit Amounts.

7.3 Confidentiality / Books and Records.

(a) Purchaser acknowledges and agrees that the Confidentiality Agreement remains in full force and effect and, in addition, covenants and agrees to keep confidential, in accordance with the provisions of the Confidentiality Agreement, information provided to Purchaser pursuant to this Agreement. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement and the provisions of this Section 7.3 shall nonetheless continue in full force and effect.

(b) Purchaser acknowledges that, following the Closing Date, Seller may maintain, in its discretion, originals or copies of all Books and Records, including without limitation, as Seller determines may be necessary for ongoing litigation.

(c) Purchaser agrees to maintain all Books and Records as Highly Confidential under the Confidentiality Agreement, and not to disclose or publish any Books and Records other than as necessary to employees and advisors of Purchaser who need access to such Books and Records to maintain operations of the Plant. If Purchaser receives a subpoena or other legal process requesting disclosure of any Books and Records, Purchaser shall notify Seller of such request as required by the Confidentiality Agreement and not disclose any Books and Records until Seller consents to such disclosure in writing, declines to seek a protective order as permitted by the Confidentiality Agreement, or a court enters a final order directing disclosure over Seller's objection.

7.4 Communications. Under no circumstances shall Purchaser engage in any direct or indirect communication with any third party related in any way to the Business or operations of the Plant without Seller's prior written consent.

7.5 Support Obligations.

(a) From and after the Agreement Date, Purchaser shall use commercially reasonable efforts to cause Seller and its Affiliates to be fully released, effective as of the Closing Date, from all Liabilities under all guarantees, indemnity agreements, deposits, letters of credit, trust funds, bid bonds, performance bonds, reclamation bonds, surety bonds, and all such similar credit support obligations in relation to the Plant, the Purchased Assets and the Business (such Liabilities, the "Support Obligations"), including, to the extent reasonably necessary in furtherance of obtaining such releases, arranging for and providing substitute credit support for the Support Obligations on terms and conditions reasonably satisfactory to the beneficiaries thereof; provided however, Purchaser shall not be obligated to provide any additional cash payment or to provide substitute credit support for the Third Party Prepayment and Deposit Amounts.

(b) If, as of the Closing, Seller and its Affiliates have not been fully released from all Liabilities under the Support Obligations (any Support Obligation for which Seller and its Affiliates have not been fully released, a "Continuing Support Obligation"), then, from and after the Closing, Purchaser shall cause Seller and its Affiliates to be fully released from all Liabilities under the Continuing Support Obligations, including, in furtherance of obtaining such releases, arranging for and providing substitute credit support for the Continuing Support Obligations.

7.6 Real Property. Purchaser shall, at Purchaser's sole cost and expense, obtain a commitment for an Owner's Policy of Title Insurance along with a copy of each instrument listed as an exception thereon (the "Title Commitment") on the Owned Real Property (as such term is defined in **Schedule 7.6**) issued by a title company reasonably acceptable to the Parties. Purchaser shall provide a copy of the Title Commitment to Seller within three (3) Business Days of receipt. Prior to the Closing Date, Purchaser shall have the right to obtain, at its sole cost and expense, any desired endorsements to the Title Commitment which are available. Purchaser may, at Purchaser's sole cost and expense, obtain an ALTA survey (the "Survey") of the Owned Real Property. Purchaser shall have until the date which is five (5) days after receipt of the Title Commitment and Survey, if obtained (such date being referred to as the "Title Review Date") for examination of the Title Commitment and Survey and the making of any objections thereto, said objections to be made in writing and delivered to Seller on or before the Title Review Date. If Purchaser shall fail to make any objections on or before the Title Review Date, Purchaser shall be deemed to have accepted all exceptions to the Title Commitment and the form and substance of the Survey and all matters shown thereon. If any objections to the Title Commitment or Survey are made on or before the Title Review Date, then Seller shall have the right, but not the obligation, to cure (by removal, endorsement or otherwise) such objections on or before the Closing Date.

7.7 Further Assurances. Prior to Closing, each Party shall do and perform, or cause to be done and performed, all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the Transactions.

7.8 Closing Conditions. From the date hereof until the Closing, each Party shall, use commercially reasonable efforts to take such actions as are necessary to satisfy the closing conditions set forth in Section 3.2, 3.3 and 3.4 as applicable, hereof.

7.9 Purchaser's Ownership. Purchaser agrees that from the date hereof until the Closing, except with the prior written consent of Seller, Purchaser shall not and shall cause its Affiliates not to enter into any agreement pursuant to which Purchaser's equity will be issued or transferred, directly or indirectly, to any Person, enter into any agreement that provides a Person control over Purchaser's management, or otherwise take any action that would cause the Transaction to become subject to the jurisdiction of the Committee on Foreign Investment in the United States per the regulations at 31 C.F.R. Part 800. Purchaser agrees to notify Seller in writing of any breach of this Section within two (2) Business Days of determining a breach has occurred.

7.10 Consents and Authorizations.

(a) Each Party shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions required under any Law applicable to such Party or any of its Affiliates listed on **Schedule 7.10(a)**; and (ii) use reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the Transaction Documents.

(b) Seller shall be solely responsible for Seller's attorneys' and consulting fees and other out-of-pocket administrative costs related to, any consent, authorization, orders or approvals, including, but not limited to, those listed on **Schedule 7.10(a)**. As applicable, Purchaser shall be solely responsible for Purchaser's attorneys' and consulting fees and other out-of-pocket administrative costs related to, any consent, authorization, orders or approvals, including, but not limited to, those listed on **Schedule 7.10(a)**

(c) Each Party shall cooperate fully with the other Party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The Parties shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals. Without limiting the generality of Purchaser's undertaking pursuant to this Section, Purchaser agrees to use its best efforts to take any and all steps necessary to avoid or eliminate each and every impediment under any applicable antitrust, competition, foreign investment or trade regulation Law that may be asserted by any Governmental Authority or any other party so as to enable the Parties to close the Transactions as promptly as possible, which would otherwise have the effect of materially delaying or preventing the consummation of the Transactions. Purchaser hereby agrees to mitigation measures required to obtain approval by a Governmental Authority in any foreign investment review of the Transaction, including but not limited to imposing restrictions on foreign ownership, control, and influence and executing national security agreements proposed by a Governmental Authority. In addition, Purchaser shall use its reasonable best efforts to defend through litigation on the merits any claim asserted in court by any party in order to avoid entry of, or have vacated or terminated, any Governmental Order (whether temporary, preliminary or permanent) that would prevent the consummation of the Closing.

(d) FERC Approval.

(i) The Parties shall act in good faith and with due diligence to secure the FERC Approval. Seller and Purchaser jointly shall prepare and file a complete and accurate FERC Application within fifteen (15) Business Days following execution of this Agreement (subject to extension by mutual agreement of the Parties, which agreement to extend shall not be unreasonably withheld, conditioned or delayed by either Party). The Parties shall use reasonable best efforts to secure the FERC Approval of the FERC Application. In the event of any delays or issues raised by FERC or third party intervenors in the FERC Application docket, the Parties shall take all reasonable steps to promptly resolve such issues, including but not limited to modifying or supplementing the FERC Application or responding to FERC.

(ii) Within fifteen (15) Business Days following the date of this Agreement, Purchaser shall take all actions reasonably necessary to file with FERC (A) to either succeed to, or to replace, the Plant's FERC tariff regarding reactive power and voltage control service and (B) to obtain MBR Authority with respect to the Plant.

(e) BLM Consents. The Parties shall cooperate with the BLM to obtain the BLM Consents to the assignment of the BLM ROWs, which result in the release and termination of any further obligations of Seller under the BLM ROWs. In connection with the foregoing, the Parties shall coordinate and cooperate with one another, and each Party shall (i) supply such assistance as may be reasonably requested by the other Party, and (ii) reasonably inform the other Party of any material communication it has with BLM.

ARTICLE VIII

INDEMNIFICATION

8.1 Survival; Nonreliance.

(a) None of the representations or warranties of Seller herein shall survive, and all such representations and warranties shall terminate automatically upon the Closing. None of the covenants and agreements of Seller herein shall survive, and all such covenants and agreements shall terminate automatically upon, the Closing, except that any covenant or agreement that, by its terms, is required to be performed or complied with, in whole or in part, at or after the Closing shall survive the Closing in accordance with its terms solely to the extent such covenant or agreement, by its terms, requires performance or compliance, in whole or in part, at or after the Closing. Purchaser shall have no rights or causes of action (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity), based on or related to any inaccuracy in, or breach of, any representation or warranty expressly made in Article IV (collectively, the "Sell-Side Representations"), except prior to the Closing, as provided in Section 9.1.

(b) Other than the representations and warranties expressly made in Article V, Seller acknowledges and agrees that none of Purchaser or any of its Representatives or direct or indirect equity holders make, or have made, any other express or implied representation or warranty whatsoever (whether at law (including at common law or by statute) or in equity) in connection with or related to the Transactions.

(c) Other than the Sell-Side Representations, Seller (on behalf of itself and its Affiliates) disclaims (i) any other express or implied representation or warranty whatsoever (whether at law (including at common law or by statute) or in equity) in connection with or related to the Transactions contemplated hereby, including any other instrument or Contract entered into in connection herewith, including related to (1) Seller and the Business and their assets, employees, Permits, Liabilities, operations, prospects or condition (financial or otherwise) or (2) any opinion, projection, forecast, statement (including any forward-looking statement), budget, estimate, advice or other similar information (including information related to the future revenues, earnings, results or operations (or any component thereof)), cash flows, financial condition (or any component thereof) or the future business and operations, as well as any other business plan and cost-related plan information of or related to the foregoing (collectively, "Projections"), in each case, (A) with respect to Seller and the Business and their assets, employees, Permits, Liabilities, operations, prospects or condition (financial or otherwise), (B) whether made, communicated or furnished (orally or in writing), or to be made, communicated or furnished (orally or in writing), to Purchaser or any of its Representatives and (C) whether made by Seller or any of its respective Representatives or direct or indirect equity holders or any other Person and (ii) all liability for any such other representation or warranty or any Projection.

(d) Other than the Sell-Side Representations, Purchaser (i) (1) acknowledges and agrees that none of Seller or any of its Affiliates or Representatives or direct or indirect equity holders or any other Person make, or have made, any other express or implied representation or warranty whatsoever (whether at law (including at common law or by statute) or in equity) in connection with or related to the Transactions, including related to Seller or the Business or its respective assets, employees, Permits, Liabilities, operations, prospects, condition (financial or otherwise) or any Projection, and (2) irrevocably and unconditionally waives and relinquishes all rights, claims or causes of action (in each case, whether accrued, absolute, contingent or otherwise, known or unknown, or due or to become due, express or implied, in law or in equity, or based on contract, tort or otherwise) based on or related to any such other representation or warranty or any Projection, (ii) acknowledges and agrees to Seller's disclaimer of any such other representation or warranty or any Projection and of all liability and responsibility for any such other representation or warranty or any Projection, (iii) irrevocably and unconditionally waives and relinquishes all rights, claims and causes of action (in each case, whether accrued, absolute, contingent or otherwise, known or unknown, or due or to become due, express or implied, in law or in equity, or based on contract, tort or otherwise) against (1) Seller in connection with the accuracy, completeness or materiality of any Projection and (2) any Representative or direct or indirect equity holder of Seller or any Seller Affiliate for any such other representation or warranty and (iv) acknowledges and agrees that none of Seller or any of its Representatives or direct or indirect equity holders shall have any liability for any alleged nondisclosure or misrepresentation made by any such Person or in connection with the accuracy, completeness or materiality of any Projection. Purchaser acknowledges and agrees that (A) it has conducted to its satisfaction its own independent investigation of the Transactions contemplated hereby (including, as applicable, related to Seller and the Business and their assets, employees, Permits, liabilities, operations, prospects, condition (financial or otherwise) and any Projection), including reviewing all information and documents accessible by it or its Representatives in the Data Room, and, in making its determination to enter into this Agreement and proceed with the Transactions contemplated hereby, has relied solely on the results of such independent investigation and the Sell-Side Representations and (B) except for the Sell-Side Representations, it has not relied on, or been induced by, any representation, warranty or other statement of or by Seller, any of its respective

Representatives or direct or indirect equity holders or any other Person, including any Projection, in making its determination to enter into this Agreement and proceed with the Transactions contemplated hereby.

8.2 Indemnification by Purchaser. The representations and warranties of the Purchaser contained herein shall survive the Closing and remain in full force and effect until one (1) year from the Closing Date. All covenants and agreements of the Purchaser contained herein shall survive indefinitely or for the period explicitly specified therein. Subject to the other terms and conditions of this Article, from and after Closing, Purchaser shall indemnify Seller for, and shall defend and hold harmless Seller and its Representatives (the "Seller Indemnitees") from and against, all Losses incurred by Seller Indemnitees arising out of the following:

(a) any breach by Purchaser of any of the representations or warranties in Article V;

(b) any breach by Purchaser of any covenant or agreement herein;

(c) any liabilities, obligations or taxes of any kind of Purchaser whenever arising or accruing; and

(d) any liabilities, obligations or taxes of any kind related to the Purchased Assets arising or accruing after the Closing Date.

8.3 Indemnification Procedures.

(a) As soon as reasonably possible after a Seller Indemnitee becomes aware of any allegation, arbitration, criminal charge, Claim, dispute, lawsuit, notice of violation or legal proceeding by a Person who is not a Seller Indemnitee (a "Third Party") that may give rise to a Claim for indemnification under this Article VIII (a "Third-Party Claim"), Seller (in the case of a Seller Indemnitee becoming aware) (the "Indemnified Party") shall promptly notify the other Party (the "Indemnifying Party") thereof in writing (a "Claim Notice"); provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder. Each Claim Notice shall describe in reasonable detail the nature of the Third-Party Claim and attach copies of all material written evidence thereof that the Indemnified Party or any of its Representatives has received from a Third Party.

(b) Any Indemnifying Party shall be entitled to assume and have sole control over the defense and investigation of, and negotiate and enter into a settlement or compromise of, or consent to the entry of an order with respect to, a Third-Party Claim at its sole cost and expense and with counsel of its own choosing so long as (i) the Indemnifying Party notifies the Indemnified Party in writing within thirty (30) days after the Indemnified Party has received the Claim Notice with regard to such Third-Party Claim, and (ii) the Third-Party Claim does not seek an injunction or other equitable relief against an Indemnified Party (other than an injunction or other equitable relief that is immaterial and is incidental to monetary remedies). Notwithstanding the foregoing, the Indemnifying Party shall not consent to any settlement, compromise or consent of such Third-Party Claim without the prior written consent of such Indemnified Party (whether or not such Indemnified Party is an actual or potential party to such Third-Party Claim), which consent shall not be unreasonably withheld, conditioned or delayed, unless such settlement, compromise or consent includes a release by the applicable Third Party of the Indemnified Party or its applicable Representatives for all Losses with respect to such Third-Party Claim. In connection with any Third-Party Claim, the Indemnified Party and the Indemnifying Party and their applicable Representatives shall reasonably cooperate with one another and use their commercially reasonable efforts to make available to the other all relevant information in their possession or under their control and shall take such other steps as are reasonably necessary to enable the Indemnifying Party and/or Indemnified Party to conduct such defense.

(c) If the Indemnifying Party assumes the defense of a Third-Party Claim in accordance with Section 8.3(b) above, the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in (but not control) the defense of the Third-Party Claim; provided that, if in the reasonable opinion of counsel to the Indemnified Party, (i) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party or (ii) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required.

(d) If, within thirty (30) days after the Indemnifying Party receives the Claim Notice with respect to a Third-Party Claim, the Indemnifying Party (i) notifies such Indemnified Party in writing that the Indemnifying Party does not elect to defend and investigate such Third-Party Claim, (ii) fails to deliver to the Indemnified Party a written election to assume the defense and investigation of such Third-Party Claim or (iii) is not entitled to assume the defense or investigation of such Third-Party Claim in accordance herewith, then (1) such Indemnified Party or its applicable Representatives may, at their option, defend, investigate, settle or compromise, or consent to an entry of an order with respect to, such Third-Party Claim; provided that any such settlement, compromise or consent shall be permitted only with the written consent of the Indemnifying Party (whether or not the Indemnifying Party is an actual or potential party to such Third-Party Claim), which consent shall not be unreasonably withheld, conditioned or delayed and (2) the Indemnifying Party may participate in (but not control) any such defense and investigation at its sole cost and expense.

8.4 Release. Effective as of the Closing, other than any rights or remedies arising under the Transaction Documents or under the covenants and agreements hereunder that survive the Closing, Purchaser, on behalf of itself and its Affiliates and its and their respective past, present and future officers, directors, employees, agents, general or limited partners, managers, management companies, members, advisors, attorneys, direct or indirect equity holders, controlling Persons, other representatives or Affiliates and any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the "Releasing Parties"), hereby irrevocably and unconditionally releases and forever discharges Seller and its Affiliates, and Seller's and such Affiliates' respective past, present and future officers, directors, employees, agents, general or limited partners, managers, management companies, members, advisors, direct or indirect equity holders, controlling Persons, other representatives or Affiliates, and any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the "Released Parties") of and from, and irrevocably and unconditionally waives and relinquishes any rights, Claims or remedies arising from or related to, all Claims, causes of action, Governmental Orders, assessments, damages, deficiencies, losses, fines, interest, Liabilities (including any Indebtedness), obligations, penalties, executions and covenants whatsoever (in each case, whether accrued, absolute, contingent or otherwise, known or unknown, or due or to become due, express or implied, in law or in equity, or based on contract, tort or otherwise) that any Releasing Party may have against any of the Released Parties, now or in the future, in each case related to (a) the Purchased Assets, (b) the Business and/or any contract related to the Business with third parties, (c) this Agreement, (d) any actions taken or failed to be taken by any Released Party in any capacity related to or affecting the Purchased Assets occurring or arising on or prior to, or related to any period prior to, the Closing Date or (e) any other cause, matter or thing related to the Purchased Assets or the Transactions contemplated hereby, including any claim for breach of contract, breach of representation or warranty or negligent misrepresentation. Purchaser, on behalf of the Releasing Parties, understands that the Releasing Parties currently have sustained, or currently have or are subject to, or may in the future sustain or have or be subject to, as applicable, Claims, causes of action, Governmental Orders, assessments, damages, deficiencies, losses, fines, interest, liabilities (including any indebtedness), obligations, penalties, executions and covenants for which they might otherwise have made a Claim, or sought a right or remedy, that are presently unknown or unsuspected. Purchaser, on behalf of the Releasing Parties, acknowledges that the releases and waivers in this Section 8.4 have been agreed upon and given in light of such facts and that the releases and waivers are intended to apply to all Claims, causes of action, Governmental Orders, assessments, damages, deficiencies, losses, fines, interest, liabilities (including any indebtedness), obligations, penalties, executions and covenants. The Released Parties are intended third-party beneficiaries of this Section 8.4, with full rights of enforcement of this Section 8.4 as if a party hereto.

8.5 As-Is. PURCHASER ACKNOWLEDGES THAT THE CONVEYANCE OF THE PURCHASED ASSETS IS MADE "AS-IS" AND "WHERE-IS", WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY OTHER WARRANTIES.

ARTICLE IX

TERMINATION

9.1 Termination. This Agreement may be terminated, and the Transactions may be abandoned, prior to the Closing:

(a) by mutual written agreement of all the Parties;

(b) by Purchaser or Seller upon written notice if there shall be any Law that makes consummation of the Transactions illegal or otherwise prohibited, or if any Governmental Order permanently restraining, prohibiting or enjoining Purchaser or Seller from consummating the Transactions is entered and such Governmental Order shall become final, provided, however, that no termination may be made by a Party under this Section 9.1(b) if the issuance of such Governmental Order was caused by the material breach of any representations, warranties, covenants or agreements contained in this Agreement by such Party;

(c) by Purchaser or Seller upon written notice, if an Auction occurs and Purchaser is not the Successful Bidder or the Backup Bidder at the Auction; provided that in the event Purchaser is the Backup Bidder, this Agreement shall automatically terminate upon a closing of the sale by Seller of the Purchased Assets to the Successful Bidder;

(d) by Seller upon written notice if: (i) Purchaser has breached or failed to perform and comply with any covenant, agreement or condition contained in this Agreement required to be complied with by Purchaser such that the satisfaction of the conditions precedent is or becomes incapable of fulfillment prior to the Long Stop Date, or (ii) there exists a breach of any representation or warranty of Purchaser contained in this Agreement such that the satisfaction of the conditions precedent is or becomes incapable of fulfillment prior to the Long Stop Date; or

(e) by Purchaser upon written notice (i) if a Material Adverse Effect has occurred and is continuing such that satisfaction of the condition set forth in Section 3.4(d) is incapable of fulfillment prior to the Closing, (ii) if Seller has breached or failed to perform and comply with any covenant, agreement or condition contained in this Agreement required to be complied with by Seller such that the satisfaction of the conditions precedent is or becomes incapable of fulfillment prior to the Long Stop Date, or (iii) that there exists a breach of any representation or warranty of Seller contained in this Agreement such that the satisfaction of the conditions precedent is or becomes incapable of fulfillment prior to the Long Stop Date.

(f) by Seller upon written notice if the governing body of Seller determines, upon advice from outside legal counsel, that proceeding with the Transactions or failing to terminate this Agreement would violate its or such governing body's fiduciary obligations or applicable Law, including to pursue a bid from an Alternative Bidder.

9.2 Effect of Termination. In the event of termination of this Agreement in accordance with this Article IX:

(a) By either or both of Purchaser and Seller pursuant to Section 9.1, written Notice thereof shall be given by the terminating Party to the other Party hereto, specifying the provision hereof pursuant to which such termination is made, this Agreement shall thereupon terminate and become void and of no further force and effect (other than Section 2.6 (*Deposit*), Article VIII (*Indemnification*), Article IX (*Termination*), Article X (*Miscellaneous*), and to the extent applicable in respect of such Sections and Article, Article I (*Definitions*), and the Transactions shall be abandoned without further action or Liability of any of the Parties hereto, except that such termination shall not relieve any Party of any Liability for fraud or breach of this Agreement prior to such termination.

(b) Purchaser shall return all documents, work papers, and other materials (and all copies thereof) obtained from Seller or its respective Representatives relating to the Transactions, whether so obtained before or after the execution of this Agreement, to Seller.

(c) Except as expressly set forth herein, including in Article VIII (*Indemnification*) and in Section 9.1(d), such termination shall be without liability for any Party (or any Affiliate or Representative of such Party) to the other Parties; provided, however, that nothing in this Section 9.2(c) shall relieve any Party from any willful or intentional breach of any of its representations, warranties, covenants or agreements under this Agreement committed prior to such termination.

(d) Notwithstanding anything contained in this Agreement to the contrary, in the event that Seller terminates this Agreement pursuant to Section 9.1(d), the Deposit, together with all received investment income, if any, shall be delivered to Seller. Seller's receipt of the Deposit, together with all received investment income thereon, if any, shall constitute liquidated damages (and not a penalty) in a reasonable amount that will compensate Seller in the circumstances in which this Agreement is terminated pursuant to Section 9.1(d). If at any time Seller is entitled to the delivery of the Deposit pursuant to this Section 9.2(d), Seller and Purchaser shall promptly and jointly instruct the Escrow Agent to deliver the Deposit to Seller.

(e) Each Party acknowledges that the remedies at law of Seller in the event that Seller terminates this Agreement pursuant to Section 9.1(d) may be inadequate and, in recognition of this fact, in addition to the delivery of the Deposit to pursuant to Section 9.2(d), Seller, without posting any bond or the necessity or proving the inadequacy as a remedy of monetary damages, and in addition to all other remedies that may be available, shall be entitled to seek equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.

(f) Notwithstanding anything contained in this Agreement to the contrary, in the event that this Agreement is terminated pursuant to Sections 9.1(a), 9.1(b), 9.1(c), 9.1(e), or 9.1(f), the Deposit, together with all received investment income, if any, shall be returned to Purchaser. If at any time Purchaser is entitled to the return of the Deposit pursuant to this Section 9.2(f), Seller and Purchaser shall promptly and jointly instruct the Escrow Agent to return the Deposit to Purchaser.

ARTICLE X

MISCELLANEOUS

10.1 Notices. Any notices, consents or other communications required or permitted to be sent or given hereunder by any of the Parties shall in every case be in writing and shall be deemed properly served if (a) delivered personally, (b) delivered by a recognized overnight courier service, or (c) by e-mail.

(a) If to Seller:

Tonopah Solar Energy, LLC
11 Gabbs Pole Line Road, Box 1071
Tonopah, Nevada 89049
Attention: Yale Scott Bogen
Email: ybogen@dsiconsulting.com

with a copy to (which copy shall not constitute notice hereunder):

DLA Piper LLP (US)
1201 N. Market Street, Suite 2100
Wilmington, Delaware 19801
Attention: Aaron Applebaum
Email: aaron.applebaum@us.dlapiper.com

DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Attention: David Riley
Email: david.riley@us.dlapiper.com

(b) If to Purchaser:

Sons of Liberty Construction, Inc.
101 Sunny Lane Drive
Vicksburg, Mississippi 39180
Attention: Ross Rhett, President
Email: ross.rhett@solc.co

with a copy to (which copy shall not constitute notice hereunder):

Butler Snow LLP
6075 Poplar Avenue, Suite 500
Memphis, TN 38119
Attention: James E. Bailey III and R. Campbell Hillyer
Email: jeb.bailey@butlersnow.com and cam.hillyer@butlersnow.com

Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Attention: Kenneth A. Primos III
Email: kap.primos@butlersnow.com

Date of service of such notice shall be (x) the date such notice is personally delivered, (y) one (1) Business Day after date of delivery to the overnight courier if sent by overnight courier or (z) when transmitted if sent by email (or if that date is not a Business Day or if transmitted after 5:00 p.m. prevailing Eastern Time on a Business Day, on the first following day that is a Business Day).

10.2 Non-Recourse. This Agreement may only be enforced against, and any action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent, counsel or advisor of any Party will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the parties to this Agreement or for any Agreement dispute.

10.3 Expenses. Except as otherwise provided herein, whether or not the Closing takes place, except as otherwise provided herein (including, but not limited to, Section 6.6 and Section 9.2), all fees, costs and expenses (including fees, costs and expenses of advisors) incurred in connection with the negotiation of this Agreement and the Transaction Documents, the performance of this Agreement and the Transaction Documents and the consummation of the Transactions contemplated hereby and thereby will be paid by the Party incurring such fees, costs and expenses.

10.4 Severability; Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any Party under this Agreement are not materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

10.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and Seller or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

10.6 Further Assurances. Following the Closing, each Party shall do and perform, or cause to be done and performed, all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the Transactions.

10.7 Exclusive Jurisdiction; Specific Performance; Remedies.

(a) Subject to Section 10.7(b), without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions, and (ii) any and all Proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.1.

(b) Notwithstanding anything herein to the contrary, in the event the Bankruptcy Case is closed or dismissed, the Parties hereby agree that all Claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions, shall be heard and determined exclusively in any federal court sitting in the District of Delaware or, if that court does not have subject matter jurisdiction, in any state court located in Delaware (and, in each case, any appellate court thereof), and the Parties hereby (i) consent to and submit to the jurisdiction and venue of such courts, (ii) agree that venue would be proper in such courts, and waive any objection that they may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Claim or Proceeding, and (iii) agree that providing notice to the Persons and in the manner listed in Section 10.1 or any other process required or permitted by any such court, will be effective service of process; provided that nothing herein will be deemed to prevent a Party from making service of process by any means authorized by the Laws of the State of Delaware. The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Claim or Proceeding.

(c) Each Party acknowledges that the other Party would be damaged irreparably in the event that the terms of this Agreement are not performed by such Party in accordance with its specific terms or are otherwise breached or such Party fails to consummate the Closing when required pursuant to the terms of this Agreement and that, in addition to any other remedy that each Party may have under law or equity, each Party shall be entitled to seek injunctive relief to prevent breaches of the terms of this Agreement and to seek to enforce specifically the terms and provisions hereof that are required to be performed by the other Party. Each Party further agrees that the other Party shall not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 10.7, and irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

(d) Except to the extent set forth otherwise in this Agreement, all remedies under this Agreement expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

10.8 WAIVER OF RIGHT TO TRIAL BY JURY. SELLER AND PURCHASER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

10.9 Headings. The subject headings of Articles and Sections of this Agreement are included for purposes of convenience of reference only and shall not affect the construction or interpretation of any of its provisions.

10.10 Assignment. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but will not be assignable or delegable by any Party without the prior written consent of the other Party, with such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that nothing in this Agreement shall or is intended to limit the ability of Purchaser to assign its rights or delegate its responsibilities, liabilities and obligations under this Agreement, in whole or in part, without the consent of any other Party to any Affiliate of Purchaser, provided that such delegation shall not relieve Purchaser of its responsibilities, liabilities and obligations under this Agreement.

10.11 Entire Agreement. This Agreement and all the Schedules and Exhibits attached to this Agreement (all of which shall be deemed incorporated in the Agreement and made a part hereof), and the other Transaction Documents set forth the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements, written or oral, of the Parties, and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any Party in connection with the negotiation of the terms hereof, and may be modified only by instruments signed by all of the Parties in accordance with Section 10.5.

10.12 Interpretative Matters. Unless the context otherwise requires, (i) all references to Articles, Sections, Schedules or Exhibits are to Articles, Sections, Schedules or Exhibits contained in or attached to this Agreement, (ii) each accounting term not otherwise defined in this Agreement has the meaning assigned to it in accordance with GAAP, (iii) words in the singular or plural include the singular and plural and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter, and (iv) the use of the word "including" in this Agreement shall be by way of example rather than limitation. References to any document that has been "furnished", "made available" or "delivered" to Purchaser shall mean a copy of such document was posted in the on-line "virtual data room" established by SSG Capital Advisors, LLC on behalf of Seller (the "Data Room") on or prior to the Closing Date.

10.13 Schedules. The Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; *provided*, that each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules in which it is reasonably apparent on the face of such disclosure that the information is required to be included in such other section of the Schedules, and any disclosure in the Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the exhibits hereto is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of the Business, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules or exhibits hereto in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or exhibits hereto is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of the Business. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement or item which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, the Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of contract.

10.14 No Strict Construction. With the exception of the Schedules, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision in this Agreement.

10.15 Publicity. Neither Seller nor Purchaser shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other Party, which approval will not be unreasonably conditioned, withheld or delayed, unless, in the reasonable judgment of Purchaser or Seller, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock exchange on which Purchaser (or its respective Affiliates) lists securities; *provided* that the Party intending to make such release shall use its reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text thereof..

10.16 Knowledge. Where any representation or warranty contained in this Agreement is expressly qualified by reference "to the knowledge of Purchaser," or "to Purchaser's knowledge," or words of similar import, it refers to the actual knowledge after due inquiry of Yale Scott Bogen or any director, manager, or officer of Seller.

10.17 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party or pursuant to any such Contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such Contract will raise the use of a .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

10.18 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

10.19 Attorney-Client Privilege. Each Party agrees to permit (and shall take reasonable steps requested by any Party at such requesting Party's expense so that) any privilege attaching as a result of the services provided by DLA Piper LLP (US), as counsel to Seller in connection with the Transactions to survive the Closing and to remain in effect, and such privilege shall continue to be controlled solely by Seller following the Closing. In addition, if the Closing occurs, all of the client files and records in the possession of DLA Piper LLP (US) related to this Agreement shall continue to be property of (and be controlled by) Seller, and Purchaser shall not retain any copies of such records or have any access to them.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the Agreement Date.

PURCHASER:

SONS OF LIBERTY CONSTRUCTION, INC.

By: R Rhett
Name: Ross Rhett
Title: President

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the Agreement Date.

SELLER:

TONOPAH SOLAR ENERGY, LLC

By: Signed by: ____________________
Name: Yale Scott Bogen
Title: Chief Restructuring Officer

Execution Version

SCHEDULES

TO THE

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

TONOPAH SOLAR ENERGY, LLC,
a Delaware limited liability company,

and

SONS OF LIBERTY CONSTRUCTION, INC,
a Texas corporation

February 20, 2026

These Schedules (these "Schedules") are dated as of February 20, 2026, and are provided pursuant to that certain Asset Purchase Agreement dated as of February 20, 2026 (the "Agreement"), by and among Sons of Liberty Construction, Inc., a Texas corporation ("Purchaser") and Tonopah Solar Energy, LLC, a Delaware limited liability company ("Seller"), and constitutes the Schedules referred to in the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

The representations and warranties of the Seller in Article IV of the Agreement are each respectively made subject to the exceptions and qualifications set forth herein. These Schedules are qualified in their entirety by reference to specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting, separate representations or warranties of the Seller.

The section numbers used herein refer to the Sections in the Agreement. Headings and subheadings have been inserted herein for convenience of reference only and shall not have the effect of amending or changing the express description hereof as set forth in the Agreement. All descriptions of any document included in these Schedules: (i) are summary in nature; and (ii) do not purport to be a complete statement of the material terms of such document. Disclosure of any fact or item in any part of these Schedules that is referenced by a particular paragraph or section in the Agreement shall, should the existence of the fact or item or its contents be relevant to any other paragraph or section, be deemed to be disclosed with respect to that other paragraph or section, whether or not a specific cross-reference appears, to the extent that it is readily apparent that such disclosure is applicable to such other paragraph or section.

The inclusion of any information (including dollar amounts) in any section of these Schedules shall not be deemed to be an admission or acknowledgment by the Seller that such information is required to be listed in such section or is material to or outside the ordinary course of the business of the Seller, nor shall such information be deemed to establish a standard of materiality (and the actual standard of materiality may be higher or lower than the matters disclosed by such information). The information contained in these Schedules is disclosed solely for purposes of the Agreement, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including, without limitation, any violation of applicable law or breach of contract).

SCHEDULE 1.1(a)
LIENS FOR TAXES

1. None.

SCHEDULE 1.1(b)
STATUTORY LIENS

1. None.

SCHEDULE 1.1(c)
REAL PROPERTY LIENS

1. Instrument Number 945115. *Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing*, dated December 18, 2020 and recorded December 22, 2020, by and from Tonopah Solar Energy, LLC (Grantor) to Fidelity National Title Agency of Nevada, Inc. (Trustee) for the benefit of Cresent Dunes Finance, Inc. (Beneficiary).

<u>SCHEDULE 2.1(a)</u>
BLM Contracts

1. That certain United States Department of Interior Bureau of Land Management, Right-of-Way Grant identified as Serial Number N-86292 to Tonopah Solar Energy, LLC, effective December 21, 2010, as amended by an *Amendment to Right-of-Way Grant No. N-86292* dated November 21, 2014, subject to the terms, conditions and provisions thereof to construct, operate, maintain, and terminate one 110 MW Concentrated Solar Power (CSP) plan with storage capacity, including associated facilities.
2. That certain United States Department of Interior Bureau of Land Management, Right-of-Way Grant identified as Serial Number N-87933 to Tonopah Solar Energy, LLC, effective December 21, 2010, as amended by *Amendment to Right-of-Way- Grant No. N-87933* dated July 16 2017, subject to the terms, conditions and provisions thereof, to construct, operate, maintain, and terminate an aerial communications line and 230 kV Gen-tie transmission line and maintenance road/access.
3. That certain United States Department of Interior Bureau of Land Management, Right-of-Way Grant identified as Serial Number N-95247 to Tonopah Solar Energy, LLC, effective December 21, 2010, as renewed by *Right-of-Way Grant N-95257 Renewed Rental Determined Monitoring Fee Determined* dated July 18, 2022, subject to the terms, conditions, and provisions thereof, to construct, operate, maintain, and terminate a test well, monitoring well, and access road in support of the Crescent Dunes Solar Energy Project.[1]

[1] In October 2025, the Debtor submitted an application to renew Right-of-Way Grant identified as Serial Number N95247 prior to its natural expiration on December 31, 2025. As of the date hereof, the Debtor's renewal application is being processed by the United States Department of Interior Bureau of Land Management.

SCHEDULE 2.1(b)
EASEMENTS, WATER RIGHTS AND WATER PERMITS

1. *Plan of Development* dated December 5, 2008, updated June 2011, submitted to United States Department of Interior Bureau of Land Management, Right-of-Way Grant identified as Serial Number N-86292.
2. *Decommissioning & Site Restoration Plan* dated November 3, 2010, submitted to BLM under Right-of-Way Grant No. 86292.
3. *Grant of Generation-Tie Easement by Liberty Moly, LLC* as grantors to Tonopah Solar Energy, LLC, dated September 12, 2011.
4. *Quitclaim Deed* by AmeriLithium Corp. for unpatented placer claims in Nye County, Nevada dated August 3, 2011 and related Power of Attorney, dated August 3, 2011.
5. *Waiver of Surface Rights and Grant of Surface Use Easement* by AmeriLithium Corp. over certain unpatented placer claims in Nye County, Nevada dated August 31, 2011, and related Power of Attorney dated August 3, 2011.
6. *Formal Declaration of Waiver of Community Property Interests* in certain placer claims by E. Dickman, dated September 13, 2011.
7. Instrument Number 766620. *Grant, Bargain and Sale Deed*, dated May 24, 2011 and recorded May 24, 2011, by and between Tonopah Solar Energy, LLC (Grantee) and Richard Reason (also known as Richard A. Reason, Dick Reason, Dick A. Reason) and Sandra M. Reason (also known as Sammie Reason), husband and wife, as to Parcel 1; and Dick Reason (also known as Richard A. Reason, Richard Reason, Dick A. Reason) and Sammie Reason (also known as Sandra M. Reason), husband and wife, as to Parcels 2 and 3 (Grantor).
8. All of the water and water rights described in Water Permit No. 79606 issued by the Division of Water Resources, State of Nevada.
9. All of the water and water rights described in Water Permit No. 79608 issued by the Division of Water Resources, State of Nevada.
10. All of the water and water rights described in Water Permit No. 80792 issued by the Division of Water Resources, State of Nevada.
11. All of the water and water rights described in Water Permit No. 82931 issued by the Division of Water Resources, State of Nevada.
12. A portion of the water rights described in Water Permit No. 19165, Water Right Certificate No. 5996, issued by the Division of Water Resources, State of Nevada.

SCHEDULE 2.1(d)
PERMITS

1. Each permit listed on **SCHEDULE 3.3(d)**.
2. Each permit listed on **SCHEDULE 3.6**.

SCHEDULE 2.1(g)
PLANT

1. All buildings, systems, components, heliostats and transmission lines connected to and from the Plant.

SCHEDULE 2.1(k)
TANGIBLE PERSONAL PROPERTY

COMPUTERS & MONITORS

Tag #	Classification	Item Description	Make/Mod.	Serial No.
2	Computer	Desktop Computer tower	Dell Optiplex 3070	DQLK333
3	Computer	Desktop Computer tower	Dell Inspiron 3847	GV4DS22
4	Computer	Laptop	Dell Latitude 7490	8WGD0X2
5	Computer	Laptop	Dell Latitude E7470	5R2NYF2
6	Computer	Laptop	Dell Latitude 7490	46LW452
7	Computer	Laptop	Dell Inspiron 3793	HJBY6C3
8	Computer	Laptop	Dell Latitude 7480	8FRB8H2
10	Computer	Laptop	Dell Latitude 7490	7VBOYT2
52	Computer	Desktop Computer tower	Dell Optiplex 3070	DQML333
53	Computer	Desktop Computer tower	Dell Precision T1700	7DWZW12
55	Computer	Desktop Computer tower	HP Z400 Workstation	2UA0370JZ8
58	Computer	Desktop Computer tower	Dell Precision T1700	7DTZW12
63	Computer	Laptop	Dell Latitude 7490	312JQN2
64	Computer	Laptop	Dell Latitude 7400	JVNF9Y2
65	Computer	Shift Supervisor W10 Workstation	Dell Precision T1700	7DWYW12
68	Computer	Laptop	Dell Latitude 7400	FX4BL33
69	Computer	Field Control Laptop	GETAC X500G2	RF763X0799
70	Computer	Interface with Weather stations Laptop	Dell Inspiron 5584	BD3KMT2
72	Computer	Desktop Computer tower	Dell precision T5500	BNGCMS1
78	Computer	EMS-1	HP ProLiant DL 380 GEN 10	5Y09DP026G
79	Computer	FEP-1	HP ProLiant DL 380 GEN 10	5Y09DP01C2
80	Computer	ADC-1	HP ProLiant DL 380 GEN 10	5Y09DP00HQ
81	Computer	VIDEO-1	HP ProLiant DL 380 GEN 10	5Y09DP0266
82	Computer	NTP-1 in HFCS SERVER 1 cabinet row 18	Sync Server S200	Not Accessable

83	Computer	PDS	HP ProLiant DL 380 GEN 10	5Y0BDP012B
84	Computer	CISCO Router switch	CISCO C9407R	FXS2447Q1V2
85	Computer	EMS-2	HP ProLiant DL 380 GEN 10	5Y09DP025B
86	Computer	FEP-2	HP ProLiant DL 380 GEN 10	5Y09DP021I
87	Computer	ADC-2	HP ProLiant DL 380 GEN 10	5Y9DP0227
88	Computer	Video-2	HP ProLiant DL 380 GEN 10	5Y09DP010R
89	Computer	NTP-2 in HFCS SERVER 2 cabinet row 18	Sync Server S200	
90	Computer	CISCO Router switch	CISCO C9407R	FXS2447Q1YH
91	Computer	Desktop Computer tower sitting in server room on floor	Dell Precision T3500	CWR5DQ1
92	Computer	SRS-3	Poweredge T620	
93	Computer	EMS-2	HP ProLiant DL 380 GEN 7	USE202RC9B
94	Computer	FEP-2	HP ProLiant DL 380 GEN 7	USE151NVF6
95	Computer	ADC-2	HP ProLiant DL 120 GEN 7	USE212YKL8
96	Computer	Video-2	Dell Precision R5500	BHLP4V1
97	Computer	Video-3	HP ProLiant DL 380 GEN 7	2M2222000A
98	Computer	CISCO Router switch	CISCO 4500 E-SERIES	SPE153101R4
99	Computer	EMS-1	HP ProLiant DL 380 GEN 7	USE202RC9A
100	Computer	FEP-1	HP ProLiant DL 380 GEN 7	USE151NVFA
101	Computer	ADC-1	HP ProLiant DL 380 GEN 7	USE212YKL6
102	Computer	Video-1	HP ProLiant DL 380 GEN 7	VHKV4V1
103	Computer	Open NMS network management server	HP ProLiant DL 380 GEN 7	2M222301GK
104	Computer	CISCO Router switch	CISCO 4500 E-SERIES	SPE153101R9
105	Computer	HFCS WS-1	HP Z2 Tower G5	MXL1113L4M
106	Computer	HFCS WS-2	HP Z2 Tower G5	MXL1113L4P
107	Computer	Shift Supervisor HFCS Station	HP Z2 Tower G5	MXL1113L4N
108	Computer	Cro Station Desktop	HP Z400 Workstation	2UA2090QKW
109	Computer	DROP220	Dell optiplex 7050	G70CFX2

110	Computer	DROP221	Dell optiplex 7050	G6ZFEX2
111	Computer	AO Desktop Workstation	Dell Optiplex 3070	DFXP333
112	Computer	Spare Desktop	HP Z400 Workstation	2UA1360T3Q
113	Computer	DROP205	Dell optiplex 7050	6704FX2
114	Computer	Shift Supervisor Desktop	Dell Precision T1700	7DVYW12
115	Computer	PC0052	Dell precision 7820	
116	Computer	WS-1 spare	HP Z400 Workstation	2UA2251RPV
117	Computer	DROP202	Dell optiplex 7050	G706FX2
118	Computer	Security camera computer	Dell XPS 8930	27HJCS2
119	Computer	DROP210	Dell optiplex 7050	G70JFX2
120	Computer	PC0051 DCS CPU ALS	Dell precision 7820	GQBW2W2
121	Computer	DROP201	Dell optiplex 7050	G6ZCFX2
122	Computer	Spare Desktop	HP Z400 Workstation	2UA1490MVW
123	Computer	Spare Desktop	HP Z400 Workstation	2UA1100PVL
124	Computer	CRO Workstation Desktop	Dell Precision T3500	C32SNQ1
126	Computer	DROP170	Dell EMC PowerEdge T440	BF0B9T2
127	Computer	DROP209	Dell EMC PowerEdge T440	6YMZZV2
128	Computer	WTP-EWS	Dell Optiplex 3010	DS49FZ1
129	Computer	PC0101	Dell Precision 5820	5QMBJV2
130	Computer	DROP160	Dell EMC PowerEdge T440	GBS3HQ2
131	Computer	DROP203	Dell optiplex 7050	8W2DFX2
132	Computer	DROP200	Dell EMC PowerEdge T440	6NKCDW2
134	Computer	DROP161	Dell EMC PowerEdge T440	G6Q4FX2
135	Computer	SRS-9	Dell EMC PowerEdge T620	JDRHDX1
136	Computer	I&C Laptop	Levano Thinkpad 20TQ001WUS	PF2TG9B1
158	Computer	Laptop	Dell Inspiron 14 , 2 in 1	H59VVL3
159	Computer	Laptop	Dell Inspiron 14 , 2 in 1	FFLSVL3
160	Computer	Laptop	Dell Inspiron 16	8Q5G7S3

161	Computer	Desktop computer tower	Inspiron 3910	H86JGT3
164	Computer	Laptop	HP ProBook 440 G9	5CD3020SW7
270	Computer	Windows 11 mini PC	NUC13ANFI7	7DB200J6
271	Computer	Windows 11 mini PC	NUC13ANFI7	7DB200J4
419	Computer	HP Probook laptop	HP	5CD3163BRG
420	Computer	HP Probook laptop	HP	SCD3287WTQ
501	Computer	Laptop	HP ProBook	SCD437BTQV
502	Computer	Laptop	HP ProBook	SCD437FG5CC
503	Computer	Desktop Legion T5 26IRB8	Levano	PF56K7BM
506	Computer	Laptop	HP Probook G11	5CD437BTNZ
507	Computer	Windows 11 mini PC	Simply Nuc	7DB200H7
508	Computer	Windows 11 mini PC	Simply Nuc	7DB200H6
509	Computer	Windows 11 mini PC	Simply Nuc	7DB200H5
Computer	Laptop	HP Probook 450 G10	5CD3514X0N	
Computer	Laptop	HP Probook 450 G10	5CD3514X21	
Computer	Laptop	HP probook	5CD43756Q2	
Computer	Gilberto's Old Laptop	Dell Latitude 5490	82HDNF2	
Computer	Laptop	Dell Inspiron 3793	8X4TFD3	
Computer	Laptop	Dell Latitude 7480	CMHF8H2	
Computer	Desktop computer tower	Dell OptiPlex 3010	DS68FZ1	
Computer	laptop	Dell Latitude 5310	G88GF63	
Computer	Laptop	HP	RTL8188EE	
Computer	DCS SGS Laptop	Dell PER 420		
Computer	Laptop	HFCS-LocalHMI-PC		

Classification	Item Description	Make/Model	Qty
Monitor	Assorted Computer Monitors Admin Bldg	Assorted/ Dell 24in	
Monitor	Assorted Computer Monitors Admin Bldg	Assorted/ LG 24in	
Monitor	Assorted Computer Monitors Admin Bldg	Samsung 27in	
Monitor	Assorted Computer Monitors Admin Bldg	Spectre 27in	
Monitor	Assorted Computer Monitors Admin Bldg	WBOX Technologies 20 in	
Monitor	Admin Bldg large conference room 90 inch	Sharp	
Monitor	Admin Bldg large conference room 60 inch	Sharp	
Monitor	Admin Bldg small conference room 60 inch	Sharp	
Monitor	Solar Field Office Area 60 Inch	Sharp	
Monitor	Warehouse	Dell 24in	
Monitor	Warehouse	LG 24in	
Monitor	Warehouse	Viewsonic 24in	
Monitor	Water Treatment	Dell 24in	
Monitor	Control Room	Dell 24in	
Monitor	Control Room	Dell 23in	
Monitor	Control Room	Dell 21in	
Monitor	Control Room	Dell 20in	
Monitor	Control Room	Dell 19in	
Monitor	Control Room	Sceptre 27in	
Monitor	Control Room	NEC 32in	
Monitor	Control Room	NEC 31in	
Monitor	Control Room	Acer 19IN	
Monitor	Control Room	ASUS 24in	
Monitor	Control Room	ASUS 22in	
Monitor	Control Room	Samsung 24in	
Monitor	Control Room	LG 70in	
Monitor	Control Room	LG 60in	
Monitor	Control Room	LG 27in	

Classification	Item Description	Make/Mode;	Serial Number
Printer	Badge Printer	HID Fargo C50	B8520827
Printer	Printer	HP Designjet 800	SG4507102Q
Printer	Printer	HPLaserJet 5200tn	
Printer	Printer	HP Laserjet CP5525	CNFCD9C0CP

MAINTANENCE WORKSHOP AND WELDING

Description	Model	Manufacturer
DRILL, RADIAL ARM	TDR 1230H	KENT USA
LATHE, MANUAL PRECISION	RML1640T	KENT USA
MILL, MANUAL KNEE	KTM-3VS	KENT USA
dry blast	75775	trinity tool co
manual chuck machine	535 serie	ridgid
variable speed drill press	14101403	jet
hand pump	40124	otc
8" bench grinder		jet
plasma cutting power max 65		hyperterm
welding machine 350P		miller
welding machine XMT 350 CC/CV		miller
welding machine Dinasty 350		miller
welding machine XMT 304 CC/CV		miller
welding mahine maxtar 161		miller
miter saw		de walt
Filtair captue 5	449	miller
Bandsaw 24mm x 2908mm	140301566	jet

VEHICLES

Vehicle Make	Model	Year	Description	Date of Purchase	VIN No.	License Plate
Dodge	Ram 1500	2014	Silver/Crew Cab	11/30/2014	1C6RR7LT8ES444449	257ASG
Chevrolet	Suburban	2015		11/30/2014	1GNSKHKC4FR136880	258ASG
Dodge	Ram 3500	2014	Flat Bed	5/23/2014	3C7WRTCL6EG243163	210LRJ
Ford	F550 Super Duty	2010	Bucket Truck	10/22/2014	1FDAF5HR2AEB38058	216ASG
Ford	F550 4X4	2009	Bucket Truck	8/11/2015	1FDAF57R39EB01419	810AZU
AM General	M925	1984	Water Truck	9/2/2015	NLOH1PC52502212	N/A
AM General	M925	1985	Water Truck	2/17/2014	C52502431	N/A
AM General	M1038		Humvee			N/A
Carson (Mobile Tool Trailer)	SU102	2016		10/20/2015	4HXSU1022GC180692	70927W
Power Line Industries Power Wash Trailer	10 Pline	2016		2/5/2016	1Z9M1T116GM478011	N/A
P.J. Trailer	CARHLR	2016		9/8/2016	4P5B62425H1261912	64328X
Gem Industries	EL XD	2015	Coupe	9/3/2015	52CG2DGA5F0013229	N/A
Gem Industries	E6 S	2015	Station Wagon	9/3/2015	52CG6SGA0F0013227	N/A
ARGO	6X6 Frontier EFI	2016	Amphib	9/29/2015	2DGS000L2GNM18088	N/A
Polaris	R14WH88AR	2014		4/30/2014	4XAWH88A6EB175810	N/A
Polaris Crew Side by Side	800 EFI	2014		12/1/2013	4XAWH76A9E2300683	N/A
Polaris Crew Side by Side	800 EFI	2014		12/1/2013	4XAWH76A7E2304845	N/A
Green side by side 4 seater	Ranger 800				4XAWH76A7EL178559	

Dodge	Ram 1500	2014	Silver/Crew Cab	11/30/2014	1C6RR7LT8ES444449	257ASG
Chevrolet	Suburban	2015		11/30/2014	1GNSKHKC4FR136880	258ASG
Dodge	Ram 3500	2014	Flat Bed	5/23/2014	3C7WRTCL6EG243163	210LRJ
Ford	F550 Super Duty	2010	Bucket Truck	10/22/2014	1FDAF5HR2AEB38058	216ASG
Ford	F550 4X4	2009	Bucket Truck	8/11/2015	1FDAF57R39EB01419	810AZU
AM General	M925	1984	Water Truck	9/2/2015	NLOH1PC52502212	N/A

SCHEDULE 2.3(b)
EXCLUDED CONTRACTS

Counterparty Name	Agreement Title	Description
ACS Industrial Activities, Inc.	*Operation and Maintenance Agreement*, dated as of July 30, 2020	Administrative, operating and maintenance services for the Power Plant
American Guarantee and Liability Insurance	Policy No. AUC-2503440-03	
BrandSafway Solutions, LLC	Purchase Order 205861	Scaffolding, insulation, and misc. works
Jo-Jon Inc. dba Specialty Welding	Purchase Order 205879	Repairs and maintenance services and gas delivery
Network Magic Unlimited	• Invoice 30288, dated September 2, 2025 • Invoice 29156, dated August 1, 2025	IT and Network Support & License Agreement
Projetech, Inc.	• *Master Terms and Conditions*, dated June 20, 2022 • *Statement of Work*, dated June 20, 2022	IT Consulting Services
Solien Technology, Inc.	• *Consulting / Vendor Services Agreement*, dated September 18, 2019 • *Work Authorization #2*, dated September 18, 2019	Technology Consulting Services
TMC (Technology Management Concepts)	Invoice 14381, dated November 21, 2024	Technology Consulting Services
Zurich American Insurance Company	Policy No. GLO-2504841-03 Policy No. BAP-2504843	Insurance Policy

SCHEDULE 2.3(c)
EXCLUDED TANGIBLE PERSONAL PROPERTY

1. The following equipment used to build facets of solar field heliostats on a robotic assembly which is currently located in Spain:
   - BATZ OP 20 Facet Die 22,000 Kg…………………...1 Unit
   - BATZ OP 30 Facet Die 18,700 Kg……………………1 Unit
   - BATZ OP 40 Facet Die 18,500 Kg……………………1 Unit
   - BATZ OP 50 Facet Die 17,000 Kg……………………1 Unit
2. The following computer equipment:

Classification	Item Description	Make/Mod.	Serial No.
Computer	Laptop	Dell Inspiron	3253DBEB
Computer	Laptop	HP	5CD32137PX
Printer	Printer	Laserjet pro MFP M227	VNG3G25223

SCHEDULE 2.12(a)(i)

AVAILABLE CONTRACTS

1. Each of the BLM Rows listed on **SCHEDULE 2.1(a)**.

2. Each of the following:

Counterparty Name	Agreement Title	Description	Cure Amount
Alimak Group USA Inc.	Purchase Order 205886	Elevator Maintenance	$0
BrandSafway Solutions, LLC	Purchase Order 205861	Scaffolding, insulation, and misc. works	$0
Cannon Financial Services, Inc.	*Lease Agreement, dated November 15, 2024*	Equipment Lease for Control Room printer/copier	$0
Fire Extinguisher Service Center d/b/a FESC North	Purchase Order: 205882	Fire inspection services	$0
GDS Associates Inc.	Purchase Order 205869	NERC and WECC compliance support	$0
Great Basin Bird Observatory	Purchase Order 205860	Avian monitoring	$0
Jo-Jon Inc. dba Specialty Welding	Purchase Order 205879	Repairs and maintenance services and gas delivery	$0
M&K Enterprises	Purchase Order 205881	Portable toilet rental and cleaning	$0
Velocity EHS f/k.a MSDSonline, Inc.	Purchase Order 205566	Chemical Management Software Services	$0
Mountain Alarm (fka Burgarello Alarm Inc.)	Purchase Order 205871	Security services and hardware	$0
Nevada State Office of Energy	*Agreement,* dated August 24, 2011	Tax Abatement Agreement	$0
Sierra Pacific Power Company	*Amended and Restated Large Generator Interconnection Agreement Service Agreement No. 10-01250*, dated June 12, 2012	Generator interconnection services	$0
Sierra Pacific Power Company	*Agreement for Standby Electrical Service Between Sierra Pacific Power Company and Tonopah Solar Energy, LLC*, dated October 27, 2016	Standby electric services	$0

SPB Utility Services, Inc.	Purchase Order 205880	Water System Certified Operations	$0
Smart Document Solutions	*Cost Per Print Agreement*, dated November 15, 2024	Maintenance/print agreement for the Control Room printer/copier	$0
Stantec Consulting Services, Inc.	Purchase Order 205874	Ground water monitoring	$0
Sunbelt Rentals Inc.	Purchase Order 205879	Forklift Rental	$0
Switched On, LLC	*Power Confirmation*, dated May 30, 2025	Power Purchase Agreement	$0
Tawny Point, LLC	• *Consulting Agreement*, dated February 27, 2025 • *Addendum to Consulting Agreement*, dated May 1, 2025 • *Second Amendment to the Consulting Agreement Dated 27 February 2025*, dated May 30, 2025	Consulting Agreement	$0
Tenaska Power Service Co.	*Energy Management Agreement*, dated September 18, 2025	Energy management consulting services	$0
United Rentals, Inc.	Purchase Order 205873	Forklift Rental	$0
Verizon Communications Inc.		Telephone Services	$0
Xerox Financial Services, LLC	*Cost Per Image Agreement*, dated May 15, 2023	Equipment Lease and Maintenance/print agreement for Admin and Maintenance Shop printer/copier	$0

SCHEDULE 2.12(a)(ii)
ASSIGNED CONTRACTS

Designated Notice Schedule

1. Each of the BLM Rows listed on **SCHEDULE 2.1(a)**

2. The following contracts:

Counterparty Name	Agreement Title	Description	Cure Amount
Alimak Group USA Inc.	Purchase Order 205886[2]	Elevator Maintenance	$0
Cannon Financial Services, Inc.	*Lease Agreement, dated November 15, 2024*	Equipment Lease for Control Room printer/copier	$0
Fire Extinguisher Service Center d/b/a FESC North	Purchase Order: 205882[3]	Fire inspection services	$0
GDS Associates Inc.	Purchase Order 205869[4]	NERC and WECC compliance support	$0
Great Basin Bird Observatory	Purchase Order 205860	Avian monitoring	$0
M&K Enterprises	Purchase Order 205881	Portable toilet rental and cleaning	$0
Velocity EHS f/k/a MSDSonline, Inc.	Purchase Order 205566[5]	Chemical Management Software Services	$0
Mountain Alarm (fka Burgarello Alarm Inc.)	Purchase Order 205871[6]	Security services and hardware	$0
Nevada State Office of Energy	*Agreement,* dated August 24, 2011	Tax Abatement Agreement	$0
Sierra Pacific Power Company	*Amended and Restated Large Generator Interconnection Agreement Service Agreement No. 10-01250*, dated June 12, 2012	Generator interconnection services	$0
Sierra Pacific Power Company	*Agreement for Standby Electrical Service Between Sierra Pacific Power Company and Tonopah*	Standby electric services	$0

[2] Purchase Order expires March 31, 2026.

[3] Purchase Order expires March 31, 2026.

[4] Purchase Order expires March 31, 2026.

[5] Purchase Order expires March 31, 2026.

[6] Purchase Order expires March 31, 2026.

	Solar Energy, LLC, dated October 27, 2016		
SPB Utility Services, Inc.	Purchase Order 205880[7]	Water System Certified Operations	$0
Smart Document Solutions	*Cost Per Print Agreement*, dated November 15, 2024	Maintenance/print agreement for the Control Room printer/copier	$0
Stantec Consulting Services, Inc.	Purchase Order 205874[8]	Ground water monitoring	$0
Sunbelt Rentals Inc.	Purchase Order 205879[9]	Forklift Rental	$0
Switched On, LLC[10]	*Power Confirmation*, dated May 30, 2025	Power Purchase Agreement	$0
Tawny Point, LLC	• *Consulting Agreement*, dated February 27, 2025 • *Addendum to Consulting Agreement*, dated May 1, 2025 • *Second Amendment to the Consulting Agreement Dated 27 February 2025*, dated May 30, 2025	Consulting Agreement	$0
Tenaska Power Service Co.	*Energy Management Agreement*, dated September 18, 2025	Energy management consulting services	$0
United Rentals, Inc.	Purchase Order 205873[11]	Forklift Rental	$0
Verizon Communications Inc.		Telephone Services	$0
Xerox Financial Services, LLC	*Cost Per Image Agreement*, dated May 15, 2023	Equipment Lease and Maintenance/print agreement for Admin and Maintenance Shop printer/copier	$0

[7] Purchase Order expires March 31, 2026.

[8] Purchase Order expires March 31, 2026.

[9] Purchase Order expires March 31, 2026.

[10] The Contract with Switched On, LLC will not be an Assigned Contract, or otherwise assigned to Purchaser, unless both of the following Contracts are also Assigned Contracts, or otherwise assigned to Purchaser, and concurrently assigned to Purchaser with any assignment of the Switch PPA: (1) the Contract with Tenaska Power Service Co., and (2) the Contract with Tawny Point, LLC.

[11] Purchase Order expires March 31, 2026.

SCHEDULE 3.2(b)
CONSENTS REQUIRED FOR CLOSING

1. Agreement for Standby Electrical Service Between Sierra Pacific Power Company and Tonopah Solar Energy, LLC, dated October 27, 2016
2. BLM Consents.
3. FERC approval (i) to either succeed to, or to replace, the Plant's FERC tariff regarding reactive power and voltage control service and (ii) to obtain MBR Authority with respect to the Plant.
4. FERC 203 approvals for Seller to dispose of jurisdictional assets and for Buyer to acquire jurisdictional assets.

SCHEDULE 3.3(d)
REQUIRED PERMITS

1. Exempt Wholesale Generator (EWG) Status self-certification notice dated September 8, 2019 to Federal Energy Regulatory Commission (FERC).
2. Federal Energy Regulatory Commission Market-Based Rate Authorization, Blanket Authorizations and Waivers issued by the FERC dated June 5, 2015 in Docket No ER15-697-001, Letter Order issued March 30, 2017 Accepting Seller's filing of Notices of Notification of Change in Status in Docket No. ER15-697-002. Seller's filing of Notices of Notification of Change in Status in Docket No. ER15-697-003 date May 21, 2021.
3. Registration with Nevada Public Utilities Commission as Renewable Energy System Generator.
4. WREGIS (Western Renewable Energy Generation Information System) Account Holder Registration Agreement W4544.

SCHEDULE 3.6
POST-CLOSING PERMITS

1. Notice of Change in Status for MBR Authorization and update to FERC Asset Appendix database.
2. NSFM Hazardous Materials Permit No. 125099 (Combined Fire Marshal & SARA Tier II) issued in 2025 by Nevada State Fire Marshal[12]
3. NDEP Air Quality Permit No. AP4911-4363 – Surface Area Disturbance Permit issued on September 26, 2021 by Nevada Division of Environmental Protection, Bureau of Air Pollution Control (expires May 26, 2026).
4. NDEP Groundwater Discharge Permit NS2015505 issued on July 1, 2015 by Nevada Division of Environmental Protection, Bureau of Water Pollution Control (expired June 30, 2020, but administratively continued until the renewal is processed).[13]
5. NDEP Onsite Sewage Disposal System (OSDS) General Permit GNEVOSDS09-L-0277 issued on July 20, 2020 by Nevada Division of Environmental Protection, Bureau of Water Pollution Control (expires September 30, 2032).
6. NDEP Public Water System NY-0418-NTNC, NY-0418-TP01 issued on October 1, 2025 by Nevada Division of Environmental Protection, Bureau of Safe Drinking Water (expires September 30, 2026).
7. NDOW Industrial Artificial Pond Permit S375740 issued on April 28, 2021 by Nevada Division of Wildlife (expires April 27, 2026).
8. NDOW Special Purpose Permit 39498 for transport of injured birds issued on December 23, 2025 by Nevada Division of Wildlife (expires December 31, 2026).
9. NB&I Boiler and Pressure Vessel Permits issued on November 8, 2023 by Nevada Department of Business and Industry (expires November 8, 2027).
10. NB&I Elevator Permits NV032417 (tower) and NV1006317 (receiver) issued on August 13, 2025 by Nevada Department of Business and Industry (expires August 5, 2026).
11. NDWR Dam Permit NV10941, J-751 approved August 16, 2021 by Nevada Division of Water Resources.
12. FWS Special Purpose Utility (SPUT) MB51447C-0 issued on September 14, 2017 by U.S. Fish and Wildlife Service (expired March 13, 2020, pending FWS review, March 14, 2025 authorization to continue work letter).
13. Radio Station Authorization (Industrial/Business Pool, Conventional) call sign WQWW693 issued on December 4, 2025 by U.S. Federal Communications Commission (expires December 10, 2035).

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[12] Permit No. 125099 is expected to be issued in February 2026.

[13] The NDEP has taken action to renew this permit and has published a notice for public comment. Subject to any comments, the permit is expected to be issued in April 2026, and upon issuance this Schedule will be updated.

SCHEDULE 4.3
EXCEPTIONS TO TITLE TO PURCHASED ASSETS

1. None.

SCHEDULE 4.4
LEGAL PROCEEDINGS

1. *CMB Infrastructure Group IX, LP et al v. Cobra Energy Investment Finance, Inc. et al.*, Case No. 21-cv-214-CDS-DJA, in the U.S. District Court, District of Nevada.

2. *CMB Infrastructure Investment Group IX, LP (U.S.A.) vs. Cobra Energy Investment Finance, Inc. (U.S.A.) et al.*, ICC Case No. 29683/ICA4, in the International Court of Arbitration, International Chamber of Commerce.

3. *CMB Infrastructure Investment Group IX, LP (U.S.A.) et al. vs. Cobra Energy Investment Finance, Inc. (U.S.A.) et al.*, ICC Case No. 26862/ICA4 in the International Court of Arbitration, International Chamber of Commerce and the related appeal, *CMB Infrastructure Investment Group IX, LP, et al. v. Cobra Energy Investment Finance, LLC, et al.*, Case No. 25-4430, in the U.S. Court of Appeals for the Ninth Circuit.

4. *U.S. ex rel. CMB Export, LLC v. Tonopah Solar Energy, LLC et al.*, Case No. 2:20-CV-00196-JCM-DJA, in the United States District Court for the District of Nevada and the related appeal, *CMB Export, LLC, et al. v. Tonopah Solar Energy, LLC, et al.*, Case No. 25-5835 in the U.S. Court of Appeals for the Ninth Circuit.

SCHEDULE 4.7
BROKERS

1. SSG Advisors, LLC

SCHEDULE 5.1(c)
CONSENTS, APPROVALS, AUTHORIZATIONS

1. BLM Consents.
2. FERC approval (i) to either succeed to, or to replace, the Plant's FERC tariff regarding reactive power and voltage control service and (ii) to obtain MBR Authority with respect to the Plant.
3. FERC 203 approvals for Seller to dispose of jurisdictional assets and for Buyer to acquire jurisdictional assets.

SCHEDULE 5.4
BROKERS' OR FINDERS' FEES

1. Global Energy Solutions, LLC

SCHEDULE 7.6
REAL PROPERTY

1. 385 Seiferd Ln, Lower Smokey Valley, NV 012-031-04 (120 acres). Legal description: Township 6 North, Range 40 East, Section 12 N1/2 and SE1/4 of SE1/4.
2. Parcel ID: 012-131-03: 129 Farm Rd E, Lower Smokey Valley, NV 012-131-03 (80 acres). Legal description: Township 6 North, Range 41 East, Section 18 W1/2 of NW1/4.
3. 359 Farm Rd E, Lower Smokey Valley, NV 012-131-04 (80 acres). Legal description: Township 6 North, Range 41 East, Section 18 W1/2 of NW ¼.

<u>SCHEDULE 7.10(a)</u>
CONSENTS AND AUTHORIZATIONS

1. Each consent, approval and authorization listed on **<u>SCHEDULE 5.1(c).</u>**

Exhibit 2

Cure Amounts

Contract Counterparty	Description of Contract	Cure Amount
ACS Industrial Activities, Inc.	Operations & Maintenance Agreement	$0
Alimak Group USA Inc.	Purchase Order	$0
American Guarantee and Liability Insurance	Insurance Policy No. AUC-xxxxxxx-xx	$0
BrandSafway Solutions LLC	Purchase Order	$0
Bureau of Land Management	Right-of-Way Grant N-87933	$0
Bureau of Land Management	Right-of-Way Grant N-86292	$0
Bureau of Land Management	Right-of-Way Grant N-95247*	$0
Canon Financial Services, Inc.	Lease Agreement	$0
Fire Extinguisher Service	Purchase Order	$0
GDS Associates Inc.	Purchase Order	$0
Great Basin Bird Observatory	Purchase Order	$0
Jo-Jon Inc.	Purchase Order	$0
M&K Enterprises	Purchase Order	$0
Mountain Alarm	Purchase Order	$0
Network Magic Unlimited	Invoice 30288 Invoice 29156	$0
Nevada State Office of Energy	Tax Abatement Agreement	$0
Projetech, Inc.	Statement of Work	$0
Sierra Pacific Power Company	Amended and Restated Large Generator Interconnection Agreement Service Agreement	$0
Sierra Pacific Power Company	Agreement for Standby Electric Service	$0
Smart Document Solutions	Cost Per Print Agreement	$0
SPB Utility Services, Inc.	Purchase Order	$0
Solien Technology, Inc.	Work Authorization Agreement	$0
Stantec Consulting Services Inc.	Purchase Order	$0
Sunbelt Rentals	Purchase Order	$0
Switched On, LLC	Power Confirmation	$0
Tawny Point, LLC	Consulting Agreement First Addendum to the Consulting Agreement Second Addendum to the Consulting Agreement	$0
Technology Management Concepts	Invoice	$0
Tenaska Power Service Co.	Energy Management Agreement	$0
United Rentals	Purchase Order	$0
VelocityEHS (formerly MSDSOnline)	Purchase Order	$0
Verizon Communications Inc.	Service Contract	$0
Xerox Financial Services LLC	Cost Per Image Agreement	$0
Zurich American Insurance Company	Insurance Policy No. GLO-xxxxxxx-xx Insurance Policy No. BAP-xxxxxxx-xx	$0

*Subject to renewal.