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) **Re: D.I. Nos. 230, 242**

ORDER (I) APPROVING THE DEBTOR'S COMBINED DISCLOSURE STATEMENT AND PLAN ON AN INTERIM BASIS FOR SOLICITATION PURPOSES ONLY; (II) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE COMBINED DISCLOSURE STATEMENT AND PLAN; (III) APPROVING THE FORM OF BALLOT AND SOLICITATION PACKAGES; (IV) ESTABLISHING THE VOTING RECORD DATE; (V) SCHEDULING A COMBINED HEARING FOR FINAL APPROVAL OF THE ADEQUACY OF DISCLOSURES IN, AND CONFIRMATION OF, THE COMBINED DISCLOSURE STATEMENT AND PLAN; AND (VI) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Debtor for entry of an order (the "Interim Approval and Procedures Order," or, as used herein, this "Order"): (a) approving the Combined Disclosure Statement and Plan on an interim basis for solicitation purposes only; (b) establishing procedures for the solicitation and tabulation of votes to accept or reject the Combined Disclosure Statement and Plan, as set forth in **Exhibit 1** to this Order; (c) approving the form of Ballots and Solicitation Packages; (d) establishing the voting record date as **May 5, 2026** (the "Voting Record Date"); (e) scheduling a Combined Hearing; and (f) granting related relief, pursuant to sections 105, 1125, 1126, and 1128 of title 11 of the Bankruptcy Code, Bankruptcy Rules 2002(b), 3016, 3017, 3018, 3020, and 9006, and Local Rule 3017-2; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the *Amended Standing Order of Reference* from the

[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 Motion.

United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion being good and sufficient notice thereof; and upon consideration of the Motion, the First Day Declaration, the record of this chapter 11 case, the Combined Disclosure Statement and Plan, and any hearing on the Motion; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtor's estate, its creditors and other parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and any objections to the requested relief having been withdrawn or overruled on the merits; and sufficient cause appearing therefor,

THE COURT HEREBY FINDS AS FOLLOWS:

A. Pursuant to the Combined Disclosure Statement and Plan, the following chart sets forth the classes of Claims, their Impairment status and their right to vote:

CLASS	DESIGNATION	IMPAIRMENT	VOTING RIGHTS
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote / Deemed to Accept
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote / Deemed to Accept
Class 3	Prepetition Lender Claim	Impaired	Entitled to Vote
Class 4	CMB Secured Claims	Unimpaired	Not Entitled to Vote / Deemed to Accept
Class 5	Former Manager Claims	Impaired	Entitled to Vote
Class 6	General Unsecured Claims	Impaired	Not Entitled to Vote / Deemed to Reject
Class 7	General Unsecured Convenience Class Claims	Impaired	Entitled to Vote
Class 8	TSE Interests	Impaired	Not Entitled to Vote / Deemed to Reject

B. The form of Ballots attached hereto as **Exhibits 4-A** through **4-C** (i) is consistent with Official Form No. 314; (ii) adequately addresses the particular needs of this chapter 11 case; (iii) is appropriate for the Voting Classes; and (iv) complies with Bankruptcy Rule 3017(d).

C. Ballots need not be provided to holders of Claims and interests in the Non-Voting Classes, including holders of Claims and interests that are either (i) Unimpaired and are conclusively presumed to have accepted the Combined Disclosure Statement and Plan in accordance with section 1126(f) of the Bankruptcy Code, or (ii) Impaired but will neither retain nor receive any property under the Combined Disclosure Statement and Plan and are thus conclusively presumed to have rejected the Combined Disclosure Statement and Plan in accordance with section 1126(g) of the Bankruptcy Code.

D. The period during which the Debtor may solicit votes to accept or reject the Combined Disclosure Statement and Plan, as established by this Order, provides sufficient time for Claimholders in the Voting Classes to make informed decisions regarding whether to accept or reject the Combined Disclosure Statement and Plan, whether to opt-in to third-party releases, and submit their Ballots in a timely fashion.

E. The Tabulation Procedures governing the solicitation and tabulation of votes to accept or reject the Combined Disclosure Statement and Plan, as set forth on **Exhibit 1** attached hereto and approved herein, provide a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

F. The contents of the Solicitation Package and the procedures for providing notice of the Combined Hearing and the other matters set forth in the Combined Hearing Notice comply with Bankruptcy Rules 2002 and 3017, and Local Rule 3017-2, and, under the circumstances, constitute sufficient notice to all interested parties in accordance with Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. The Combined Disclosure Statement and Plan is approved on an interim basis for solicitation purposes under section 1125 of the Bankruptcy Code, Bankruptcy Rules 2002(b) and 3017, and Local Rule 3017-2. Any objections to the adequacy of information contained in the Combined Disclosure Statement and Plan on a final basis are expressly reserved for consideration at the Combined Hearing.

3. The schedule set forth below relating to approval and confirmation of the Combined Disclosure Statement and Plan is hereby approved in its entirety, and the Court hereby finds the following schedule is appropriate under circumstances of this chapter 11 case and applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules:

DEADLINE / HEARING	DATE
Voting Record Date	May 5, 2026
Date Solicitation Will Commence	Three (3) business days after Order is entered, or as soon as reasonably practicable thereafter
Deadline to Object to Claims for Voting Purposes	May 11, 2026, at 4:00 p.m. (ET)
Deadline to File Rule 3018 Motions	May 25, 2026, at 4:00 p.m. (ET)
Deadline to Object to Rule 3018 Motions	June 1, 2026, at 4:00 p.m. (ET)
Deadline to file Plan Supplement	June 8, 2026
Voting Deadline	June 15, 2026, at 4:00 p.m. (PT)
Deadline to Object to Confirmation and Final Approval of Adequacy of Information	June 15, 2026, at 4:00 p.m. (ET)

Combined Hearing	June 25, 2026, at 10:00 a.m. (ET)

4. The Combined Hearing is hereby scheduled for **June 25, 2026, at 10:00 a.m. (ET)**. The Combined Hearing may be continued from time to time without further notice other than the announcement by the Debtor of the adjourned date(s) at the Combined Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing filed with this Court.

5. Objections to confirmation of the Combined Disclosure Statement and Plan on any ground, including adequacy of the information contained therein shall (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, and (c) be filed with the Court and served upon the parties registered to receive notice through the Bankruptcy Court's ECF noticing system, in each case, by no later than **June 15, 2026, at 4:00 p.m. (ET). Unless an objection is timely filed and served, it may not be considered by this Court at the Combined Hearing**. The Debtor shall file (i) any memorandum of law in support of the adequacy of the information contained in, and Confirmation of, the Combined Disclosure Statement and Plan, including a reply to any objections to the Combined Disclosure Statement and Plan, and (ii) a proposed confirmation order, and any party supporting Confirmation of the Combined Disclosure Statement and Plan shall file any response in support of Confirmation of the Combined Disclosure Statement and Plan on or before **June 22, 2026**.

6. The Tabulation Procedures set forth in **Exhibit 1** attached hereto, are hereby approved.

7. The Combined Hearing Notice, the Notice of Unimpaired Non-Voting Status, and the Notice of Impaired Non-Voting Status, substantially in the forms attached hereto as **Exhibits 2**, **3A**, and **3B**, are approved in all respects.

8. The Ballots, substantially in the forms attached hereto as **Exhibits 4-A** and **4-C** are approved in all respects.

9. The Plan Summary, substantially in the form attached hereto as **Exhibit 5**, is approved in all respects.

10. The Debtor shall serve the Combined Hearing Notice on (a) the Office of the United States Trustee for Region 3, (b) all entities that are party to executory contracts and unexpired leases with the Debtor, (c) all entities that are party to litigation or threatened litigation, if any, with the Debtor, (d) all current and former independent contractors, employees, managers and officers (to the extent that contact information such parties is available in the Debtor's records), (e) all regulatory authorities that regulate the Debtor's business, (f) the Office of the Attorney General for the States of Delaware and Nevada, (g) the Bureau of Land Management, (h) the Internal Revenue Service and any other taxing authorities for the jurisdictions in which the Debtor maintains or conducts business, and (i) all parties who filed a request for service of notices under Bankruptcy Rule 2002. The Debtor shall use best efforts to serve or cause to be served a copy of the Combined Hearing Notice upon such parties no later than two Business Days after the entry of this Order.

11. No later than **three business days following entry of the Order**, the Solicitation Packages, containing the following materials, shall be mailed by the Voting Agent to all Claimholders in the Voting Classes: (a) the Combined Hearing Notice; (b) the Combined Disclosure Statement and Plan; (c) a copy of the Interim Approval and Procedures Order (without **Exhibits 2** through **5**); and (d) an appropriate Ballot.

12. The Debtor shall not be required to transmit Solicitation Packages to Holders of Claims in Classes 1, 2, 4, 6, and 8 (collectively, the "Non-Voting Classes") under the Combined

Disclosure Statement and Plan. Instead, the Debtor shall cause to be mailed to Holders of Claims and Interests in the Non-Voting Classes a copy of the Notice of Unimpaired Non-Voting Status, substantially in the form attached hereto as **Exhibit 3A**, or a copy of the Notice of Impaired Non-Voting Status, substantially in the form attached hereto as **Exhibit 3B**, as applicable, a Combined Hearing Notice and a copy of the Plan Summary of the Combined Disclosure Statement and Plan substantially in the form attached hereto as **Exhibit 5**.

13. Ballots must be received by the Voting Agent on or before **June 15, 2026, at 4:00 p.m. (PT)** (the "Voting Deadline") in accordance with the instructions on the Ballot, unless extended by the Debtor in its discretion in writing, even if the voting period has previously elapsed.

14. The Debtor is authorized to file a Voting Report on or before **June 18, 2026.**

15. If any Holder of a Claim seeks allowance of its Claim for voting purposes or to challenge the allowance of its Claim for voting purposes in accordance with the Tabulation Procedures, such Holder of a Claim must file a motion, under Bankruptcy Rule 3018, for an order temporarily allowing its Claim or allowing its Claim in a different amount or classification for purposes of voting to accept or reject the Combined Disclosure Statement and Plan (a "Rule 3018 Motion") and serve the Rule 3018 Motion on the Debtor, so that it is received no later than **4:00 p.m. (ET) on May 25, 2026**. The Debtor (and, with respect to filing a response, any other party in interest) shall then have (a) until **June 1, 2026, at 4:00 p.m. (ET)** to file and serve any objections to such Rule 3018 Motions and (b) coordinate with this Court to adjudicate and resolve all pending Rule 3018 Motions prior to the Combined Hearing. Any Ballot submitted by a Holder of a Claim that files a Rule 3018 Motion shall be counted solely in accordance with the Tabulation Procedures and the other applicable provisions of this Order unless and until the underlying Claim or Interest

is temporarily allowed by this Court for voting purposes in a different amount, after notice and a hearing.

16. Pursuant to Bankruptcy Rule 3017(d), **May 5, 2026,** shall be the Voting Record Date for purposes of determining the Holders of Claims entitled to receive a Ballot to vote to accept or reject the Combined Disclosure Statement and Plan (the "Voting Record Date").[3]

17. With respect to any transferred Claim, the transferee shall only be entitled to receive and cast a Ballot on account of such transferred Claim if: (a) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date (including, without limitation, the passage of any applicable objection period), or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer, and (ii) a sworn statement of the transferor supporting the validity of the transfer.

18. The Debtor is authorized to make non-substantive and ministerial changes to any documents in the Solicitation Package without further approval of this Court prior to its dissemination, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes to the Combined Disclosure Statement and Plan and any other materials included in the Solicitation Package prior to their distribution.

19. Objections not made at the time of the hearing on the Motion to consider the approval of (a) the voting procedures to be utilized, (b) the form of notice to be provided to creditors and interest holders of the Debtor, and (c) the form of ballot which will be provided to creditors and interest holders entitled to vote on the Combined Disclosure Statement and Plan, shall not be considered at the time of the Combined Hearing.

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[3] For the avoidance of doubt, the Voting Record Date is established for voting purposes only and shall not affect who is entitled to receive distributions under the Combined Disclosure Statement and Plan.

20. This Order shall be immediately effective and enforceable upon its entry.

21. The Debtor is hereby authorized to take all actions it deems necessary to effectuate the relief granted in this Order.

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

Dated: May 13th, 2026
Wilmington, Delaware

J. Kate Stickles

J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Tabulation Procedures

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)

TABULATION PROCEDURES[2]

A. Unless otherwise provided in these Tabulation Procedures, a Claim will be deemed temporarily allowed for voting purposes only in an amount equal to (i) the non-contingent, liquidated, undisputed amount of such Claim as set forth in the Debtor's schedules and statements of financial affairs if no Proof of Claim has been timely filed in respect of such Claim as of the Voting Record Date or (ii) if a Proof of Claim has been timely filed as of the Voting Record Date in respect of such Claim, the amount set forth in such Proof of Claim.

B. Duplicate Claims within the same Voting Class will be entitled to one Solicitation Package and one ballot for voting a single claim in such Class, regardless of whether the Debtor has objected to such duplicate Claims.

C. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class shall be aggregated as if such creditor held one Claim against the Debtor in such Class, and the votes related to such Claims shall be treated as a single vote to accept or reject the Plan. The Voting Agent shall also track the Claims voted in favor of or against the Combined Disclosure Statement and Plan on a consolidated basis as to the Debtor.

D. Under the Combined Disclosure Statement and Plan, only Holders of Allowed Claims in Voting Classes are entitled to vote on the Combined Disclosure Statement and Plan.

E. If a Claim has been paid pursuant to a Court Order or is listed in the Debtor's schedules and statements of financial affairs as contingent, unliquidated, or disputed and a Proof of Claim was not (i) filed by the applicable bar date for the filing of proofs of claim established by the Court; or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes; *provided*, *however*, if (a) the applicable bar date has not yet passed, or (b) such Claim is the subject of an objection, such Claim shall be entitled to vote in the amount of $1.00.

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[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 meaning ascribed to such terms in the Interim Approval and Procedures Order.

F. If a Claim for which a Proof of Claim has been timely filed for unknown or undetermined amounts, or is wholly unliquidated, contingent or disputed (as determined on the face of the claim or after a reasonable review of the supporting documentation by the Voting Agent), and such claim has not been allowed or objected to, such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at $1.00, irrespective of how such Claim may or may not be set forth on the Schedules.

G. Proofs of Claim filed or scheduled for $0.00 are not entitled to vote.

H. If a Claim, for which a Proof of Claim has been timely filed, has not been disallowed, and is not subject to a pending objection or adversary proceeding, is marked or otherwise referenced on its face as partially contingent, partially unliquidated and/or partially disputed, such Claim shall be temporarily allowed solely for voting purposes in the non-contingent, liquidated, and undisputed amount, irrespective of how such Claim may or may not be set forth on the Schedules.

I. The Debtor is authorized to enter into stipulations with any Holder of a Claim agreeing to the amount of a Claim for voting purposes.

J. If the Debtor or another party in interest has served an objection to a Claim, such Claim is temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except to the extent and manner as set forth in such objection.

K. If a Holder of a Claim identifies a Claim amount on its Ballot that is different than the amount otherwise calculated in accordance with the Tabulation Procedures or as set forth on the Debtor's schedules and statements of financial affairs, the Claim will be temporarily allowed for voting purposes in the lesser amount identified on such Ballot.

L. If a Proof of Claim has been amended by a later Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending claim shall be entitled to vote in a manner consistent with these Tabulation Procedures, and the earlier filed claim shall be disallowed for voting purposes, regardless of whether the Debtor has objected to such amended claim. Except as otherwise ordered by the Bankruptcy Court, any amendments to Proofs of Claim after the Voting Record Date shall not be considered for purposes of these Tabulation Procedures.

M. Except as otherwise ordered by the Bankruptcy Court, any Ballots received after the Voting Deadline will not be counted absent the consent of the Debtor (in its sole discretion).

N. Any Ballot that does not indicate an acceptance or rejection of the Combined Disclosure Statement and Plan, or that indicates both an acceptance and rejection of the Combined Disclosure Statement and Plan, will not be counted.

O. Any Ballot that is returned indicating acceptance or rejection of the Combined Disclosure Statement and Plan but is unsigned will not be counted.

P. Whenever a Holder of a Claim casts more than one Ballot voting the same Claim prior to the Voting Deadline, only the last dated valid Ballot timely received will be deemed to reflect the voter's intent and, thus, will supersede any prior Ballots.

Q. If a Holder of a Claim casts simultaneous duplicative Ballots that are voted inconsistently, such Ballots will not be counted.

R. Each Holder of a Claim will be deemed to have voted the full amount of its Claim as set forth on the Ballot.

S. Holders of Claims may not split their vote within a Class; thus, each Holder of a Claim will be required to vote all of its Claims within the Class either to accept or reject the Combined Disclosure Statement and Plan.

T. Ballots partially rejecting and partially accepting the Combined Disclosure Statement and Plan will not be counted.

U. Any Ballot received that is illegible or otherwise incomplete will not be counted.

V. The method of delivery of Ballots to the Voting Agent is at the risk of each Holder of a Claim, and such delivery will be deemed made only when the original Ballot is actually received by the Voting Agent.

W. The Debtor expressly reserves the right to amend the terms of the Combined Disclosure Statement and Plan (subject to compliance with section 1127 of the Bankruptcy Code). If the Debtor makes material changes to the terms of the Combined Disclosure Statement and Plan, the Debtor will disseminate additional solicitation materials and extend the solicitation period, in each case to the extent required by the Combined Disclosure Statement and Plan, applicable law, or further order of the Bankruptcy Court.

X. If a Ballot is executed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity on behalf of a Holder of a Claim, such person will be required to indicate such capacity when signing and, at the Voting Agent's discretion, must submit proper evidence satisfactory to the Voting Agent to so act on behalf of the Holder of the Claim.

Y. Any Holder of a Claim who has delivered a valid Ballot voting on the Combined Disclosure Statement and Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a). After the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Debtor.

Z. Subject to any contrary order of the Bankruptcy Court, the Debtor further reserves the right to waive any defects or irregularities or conditions of delivery as to any particular Ballot, and delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived.

AA. Neither the Debtor nor any other Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the

Voting Report, nor will any of them incur any liability for failure to provide such notification.

BB. The Voting Agent will date stamp or electronically record date of receipt all Ballots when received. The Voting Agent shall retain the original Ballots and an electronic copy of the same for a period of one year after the Effective Date, unless otherwise ordered by the Bankruptcy Court.

CC. An original properly completed and executed Ballot is required to be submitted by the Entity submitting such Ballot. Delivery of a Ballot to the Voting Agent by any electronic means other than through the online balloting portal maintained by the Voting Agent will not be valid (*e.g.*, facsimile and email are not valid means of delivery).

DD. No completed Ballot should be sent to any party other than the Debtor's Voting Agent. If a Ballot is sent to any other party, it will not be counted.

EE. In the event a designation is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Bankruptcy Court will determine whether any vote to accept and/or reject the Combined Disclosure Statement and Plan cast with respect to such Claim will be counted for purposes of determining whether the Combined Disclosure Statement and Plan has been accepted and/or rejected.

FF. If a Claim has been estimated or otherwise Allowed for voting purposes only by order of the Bankruptcy Court, such Claim shall be provisionally allowed in the amount so estimated or Allowed by the Bankruptcy Court for voting purposes only and not for purposes of allowance or distribution; provided, however, that if a Claim has been estimated by the Bankruptcy Court for purposes of allowance and distribution pursuant to section 502(c) of the Bankruptcy Code, such allowance shall be for both voting and distribution purposes.

GG. If a Class of Claims is eligible to vote and no Claimholders eligible to vote in such Class vote to accept or reject the Combined Disclosure Statement and Plan, the Combined Disclosure Statement and Plan shall be deemed accepted by such Class.

HH. Any Class of Claims or Interests that does not contain, as of the date of the commencement of the Combined Hearing, at least one Allowed Claim or Allowed Interest, as applicable, or at least one Claim or Interest, as applicable, that is provisionally Allowed under Bankruptcy Rule 3018, such Class of Claims or Interests, as applicable, shall be deemed eliminated from the Combined Disclosure Statement and Plan for all purposes, including for purposes of (i) voting on the acceptance or rejection of the Combined Disclosure Statement and Plan and (ii) determining acceptance or rejection of the Combined Disclosure Statement and Plan by such Class under sections 1129(a)(8) and 1129(a)(10) of the Bankruptcy Code.

II. To the extent necessary, the Debtor may modify, in any non-material manner, these Tabulation Procedures without further Bankruptcy Court order.

EXHIBIT 2

Combined Hearing Notice

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.: 229, 230, 242 [•]**

NOTICE OF (I) APPROVAL OF COMBINED DISCLOSURE STATEMENT AND PLAN ON AN INTERIM BASIS FOR SOLICITATION PURPOSES ONLY; (II) HEARING TO CONSIDER (A) FINAL APPROVAL OF COMBINED DISCLOSURE STATEMENT AND PLAN AND (B) CONFIRMATION OF COMBINED DISCLOSURE STATEMENT AND PLAN; (III) DEADLINE FOR VOTING ON COMBINED DISCLOSURE STATEMENT AND PLAN; AND (IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF COMBINED DISCLOSURE STATEMENT AND PLAN

On April 13, 2026, the above-captioned debtor and debtor in possession (the "Debtor") filed the *Combined Disclosure Statement and Chapter 11 Plan of* [D.I. 229, 230] (as may be amended, modified, or supplemented, the "Combined Disclosure Statement and Plan").

The Combined Disclosure Statement and Plan explains the Debtor's plan and has been approved on an interim basis by order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") [D.I. [•]] (the "Interim Approval Order") for use by the Debtor in soliciting acceptances or rejections to the Combined Disclosure Statement and Plan from holders of Impaired Claims entitled to receive distributions under the Combined Disclosure Statement and Plan. Copies of the Interim Approval Order and the Combined Disclosure Statement and Plan can be obtained free of charge at the website maintained by Epiq Corporate Restructuring, LLC (the "Voting Agent") at https://dm.epiq11.com/tonopahsolar; or by contacting the Voting Agent via email at Tonopah@epiqglobal.com with a reference to "Tonopah Solar" in the subject line.

Summary of Key Dates: A table summarizing the key dates is included below for ease of reference:

DEADLINE / HEARING	DATE
Voting Record Date	May 5, 2026

[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.

Date Solicitation Will Commence	Three (3) business days after Order is entered, or as soon as reasonably practicable thereafter
Deadline to Object to Claims for Voting Purposes	May 11, 2026, at 4:00 p.m. (ET)
Deadline to File Rule 3018 Motions	May 25, 2026, at 4:00 p.m. (ET)
Deadline to Object to Rule 3018 Motions	June 1, 2026, at 4:00 p.m. (ET)
Deadline to file Plan Supplement	June 8, 2026
Voting Deadline	June 15, 2026, at 4:00 p.m. (PT)
Deadline to Object to Confirmation and Final Approval of Adequacy of Information	June 15, 2026, at 4:00 p.m. (ET)
Combined Hearing	June 25, 2026, at 10:00 a.m. (ET)

Voting On The Plan: Holders of Claims in Classes 3, 5, and 7 (the "Voting Classes") are entitled to vote to accept or reject the Plan as they are impaired; holders of Claims in Classes 1, 2 and 4 are Unimpaired and presumed to accept the Plan; holders of Claims and Interests in Class 6 and Class 8 are Impaired and deemed to reject the Plan. If you are a holder of a Claim against the Debtor as of **May 5, 2026** (the "Voting Record Date") and in a Voting Class, the deadline by which ballots accepting or rejecting the Plan must be received is **June 15, 2026, at 4:00 p.m. (PT) (the "Voting Deadline"). If you are in a Voting Class, for your vote to be counted, your Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent before the Voting Deadline, unless such time is extended in writing by the Debtor, for your vote to be counted.**

- Your Ballot must be returned by (a) first-class mail (using the reply envelope provided or otherwise as set forth below), (b) overnight courier, or (c) personal delivery at the following address:

If by First Class Mail:	**If by Hand Delivery or Overnight Mail:**
Tonopah Solar Energy, LLC c/o Epiq Ballot Processing P.O. Box 4422 Beaverton, OR 97076-4422	Tonopah Solar Energy, LLC c/o Epiq Ballot Processing 10300 SW Allen Blvd. Beaverton, OR 97005

In addition, Ballots will be accepted if properly completed through the online balloting portal maintained by the Voting Agent. **Holders of Claims in Voting Classes may submit an electronic** Ballot at https://dm.epiq11.com/tonopahsolar. Instructions for electronic, online transmission of Ballots will be set forth on the Ballot. **Ballots will not be accepted by email,**

telecopy, or facsimile. If your Ballot is not received by the Voting Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtor, your vote will not be counted.

Combined Hearing and Filing Objections to the Combined Disclosure Statement and Plan.

A hearing to consider final approval of the adequacy of information contained in the Combined Disclosure Statement and Plan pursuant to section 1125 of the Bankruptcy Code and confirmation of the Combined Disclosure Statement and Plan pursuant to section 1129 of the Bankruptcy Code will be held on **June 25, 2026, at 10:00 a.m. (ET)** before the Honorable J. Kate Stickles, United States Bankruptcy Judge, at the Court, 824 North Market Street, 5th Floor, Courtroom 6, Wilmington, Delaware 19801 (the "Combined Hearing"), but may be continued from time to time without further notice other than the announcement by the Debtor of the adjourned date(s) at the Combined Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing or other notice filed with the Bankruptcy Court.

The deadline to (i) file objections to final approval of the Combined Disclosure Statement and Plan and (ii) elect to opt-in or opt-out of the releases contained in Section 8.4 of the Combined Disclosure Statement and Plan is **June 15, 2026, at 4:00 p.m. (Eastern Time)**. Any objection must (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, and (c) be filed with the Bankruptcy Court and served upon the parties registered to receive notice through the Bankruptcy Court's ECF noticing system, in each case. **Unless an objection is timely filed and served, it may not be considered by the Bankruptcy Court at the Combined Hearing.**

Important Information Regarding Releases:

If your claim is in a Class that is not entitled to vote on the Combined Disclosure Statement and Plan, but you would like to opt-in to the Third-Party Release contained in Section 8.4 of the Combined Disclosure Statement and Plan, you may submit an opt-in using the Opt-In Form included in the Non-Voting Notice Package or via the Opt-In Portal on the case website.

Third-Party Release (Section 8.3):

Effective as of the Effective Date, for good and valuable consideration, including the obligations of the Debtor under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, the adequacy of which is hereby confirmed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Releasing Parties will be deemed to, completely, conclusively, absolutely, unconditionally, irrevocably, and forever, release, waive, void and extinguish each Debtor, Wind-Down Debtor, and Released Party from any claim, Claim, Cause of Action, obligation, suit, judgment, damages, debt, right, remedy or liability whatsoever (including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtor and its Estate), whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, for any act or omission in connection with, relating to, or arising out of the Debtor (including the management, ownership, or operation thereof, including as such entities existed prior to or after the Petition Date), the Investigation, the Chapter 11 Case, negotiation, preparation, filing, and

consummation of the Wind-Down, the Sale Transaction(s), and the DIP Facility, if any, the marketing and sale process related to the Sale Transaction(s), if any, the negotiation, preparation, dissemination, solicitation, and filing of this Combined Disclosure Statement and Plan and the DIP Loan Documents, the filing of the Chapter 11 Case, the settlement of Claims or renegotiation of Executory Contracts or Leases, the pursuit of confirmation of this Combined Disclosure Statement and Plan, the consummation of this Combined Disclosure Statement and Plan, or the administration of this Combined Disclosure Statement and Plan or the property to be Distributed under this Combined Disclosure Statement and Plan, the Wind-Down, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date (including before the Petition Date) related or relating to the foregoing; *provided* that any right to enforce the Purchase Agreement(s), if any, the Plan, and Confirmation Order is not so released; *provided further, however*, that notwithstanding anything to the contrary herein, the provisions of this Section 8.3 will not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the holder of such Claim and the Plan Administrator or the Debtor, at which time this Section 8.3 will apply in all respects as to the applicable unimpaired Claim.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Section 8.3 hereof, which includes by reference each of the related provisions and definitions contained in this Plan, and further, will constitute the Bankruptcy Court's finding that each release described in Section 8.3 is: (1) by virtue of the opt-in procedure, fully consensual; (2) in exchange for the good and valuable consideration provided by the Released Parties; (3) a good-faith settlement and compromise of claims released; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property, released pursuant to the releases described herein. For the avoidance of doubt, CMB is not being released or giving a release under this section.

<u>Releases by the Debtor (Section 8.2)</u>:

Effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Debtor and the Wind-Down Debtor, each on its own behalf and as a representative of the Estate, will, and will be deemed to, completely and forever release, waive, void, extinguish and discharge unconditionally, each and all of the Released Parties of and from any and all Claims, Causes of Action, obligations, suits, judgments, damages, debts, rights, remedies and liabilities of any nature whatsoever, whether liquidated or unliquidated, fixed or Contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are or may be based in whole or part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtor (including the management, ownership, or operation thereof, including as such entities existed prior to or after the Petition Date), the

Investigation, the Chapter 11 Case, negotiation, preparation, filing, and consummation of the Wind-Down, Sale Transaction(s), if any, and the DIP Facility, the marketing and sale process related to the Sale Transaction(s), if any, the negotiation, preparation, dissemination, solicitation, and filing of this Combined Disclosure Statement and Plan, the DIP Loan Documents, the filing of the Chapter 11 Case, the settlement of Claims or renegotiation of Executory Contracts or Leases, the pursuit of confirmation of this Combined Disclosure Statement and Plan, the consummation of this Combined Disclosure Statement and Plan, or the administration of this Combined Disclosure Statement and Plan or the property to be Distributed under this Combined Disclosure Statement and Plan, the Wind-Down, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date (including before the Petition Date) related or relating to the foregoing, that may be asserted by or on behalf of the Debtor or its Estate, against any of the Released Parties; *provided* that any right to enforce the Purchase Agreement(s), if any, the Plan, and Confirmation Order is not so released.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, will constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Wind-Down and Sale Transaction(s), if any, and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtor and all holders of Claims and Interests; (d) fair, equitable, and reasonable; (4) given and made after due notice and opportunity for hearing; and (5) a bar to the Debtor or Wind-Down Debtor, or the Debtor's Estate asserting any Claim or Cause of Action released pursuant to the Debtor Release. For the avoidance of doubt, CMB is not being released or being given a release under this section.

<u>No Liability Pursuant to Section 1125(e) of the Bankruptcy Code (Section 8.5):</u> Without in any way limiting the releases and exculpation set forth in Sections 8.2, 8.3, or 8.4, to the fullest extent permitted by section 1125(e) of the Bankruptcy Code, each of the 1125(e) Parties is hereby entitled to all of the protections and benefits afforded by section 1125(e) in connection with such party's solicitation and participation in relation to the Plan.

"**<u>Releasing Parties</u>**" means collectively, and in each in case in its capacity as such: (a) the Debtor; (b) the Prepetition Lender; (c) the DIP Lender; (d) each Holder of a Claim or Interest that elects on its ballot or opt-in form to grant the voluntary release contained in Section 8.3 hereof by checking the opt-in box on the ballot or opt-in form, and returning it in accordance with the instructions set forth on the applicable form, indicating that they elect to grant the releases provided in the Plan; and (e) the Related Parties of the foregoing but only to the extent such Related Party would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (d). For the avoidance of doubt, CMB is not a Releasing Party.

"**<u>Released Parties</u>**" means collectively, and in each case in its capacity as such: (a) the Debtor; (b) the Wind-Down Debtor; (c) the Prepetition Lender; (d) the DIP Lender; (e) ACSIA; (f) each

Releasing Party; (g) with respect to each of the foregoing Entities in clauses (a) through (e), the Related Parties of such Entities; and (h) each Holder of a Claim or Interest that (i) elects on its ballot or opt-in form to grant the voluntary release contained in Section 8.3 hereof by checking the opt-in box on the ballot or opt-in form, and returning it in accordance with the instructions set forth on the applicable form, indicating that they elect to grant the releases provided in the Plan and (ii) does not object to confirmation of the Plan; provided, however, that notwithstanding the foregoing, no Released Party shall receive a release from any Retained Actions expressly identified in the schedule of Retained Actions. For the avoidance of doubt, CMB is not a Released Party.

"**Related Parties**" means, with respect to any Person or Entity, such Person's or Entity's current and former directors, managers, officers (provided, that a former director, manager, and/or officer will only be a Related Party if such director, manager, or officer served in such capacity as of the Petition Date), limited partners, general partners, equity holders, stockholders, shareholders, members, affiliates, attorneys, financial advisors, accountants, investment bankers, consultants, representatives, and any other professionals serving such Person or Entity, provided that Related Parties shall not include any Person or Entity included in a more specific definition.

"**1125(e) Parties**" means collectively, and in each case in its capacity as such, the Debtor and the Related Parties of the Debtor.

Challenging Your Claim for Voting Purposes Only. If you wish to challenge the Debtor's classification or amount of your claim, you must file a motion (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different classification or amount for purposes of voting to accept or reject the Combined Disclosure Statement and Plan and serve such motion on the Debtor so that it is received by **May 25, 2026, at 4:00 p.m. (ET)**. Such creditor's ballot will not be counted unless temporarily allowed by the Bankruptcy Court for voting purposes, after notice and a hearing prior to or at the Combined Hearing (as defined below).

Important Information Regarding Release and Injunction Provisions: If the Court confirms the Combined Disclosure Statement and Plan and it becomes effective, the releases and injunctions contained in Article VIII of the Combined Disclosure Statement and Plan will be effective and you will be bound by these provisions even if you did not vote to accept the Plan. Article VIII of the Combined Disclosure Statement and Plan contains the following exculpation, release, and injunction provisions (in addition to the provisions recited above):

Injunction (Section 8.6): **Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold or may hold Claims against or Interests in the Debtor that have been released, satisfied, or are subject to exculpation are permanently enjoined, from and after the Effective Date from taking any of the following actions against, as applicable, the Debtor, the Wind-Down Debtor, the Exculpated Parties, the Released Parties, the 1125(e) Parties, or the Plan Administrator, or the property to be distributed under this Plan: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) on account of or in connection with or with respect to any such Claim or Interest; (ii) enforcing, levying, attaching (including any prejudgment attachment),**

collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order on account of or in connection with or with respect to any such Claim or Interest; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind on account of or in connection with or with respect to any such Claim or Interest; (iv) asserting any right of setoff, directly or indirectly, on account of or in connection with or with respect to any such Claim or Interest, except as contemplated or allowed by this Plan, the Sale Order [D.I. 184], or pursuant to a timely filed Proof of Claim (for the avoidance of doubt, nothing herein shall enjoin or otherwise prohibit any Governmental Unit from filing Proof(s) of Claim by the Governmental Bar Date); and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their Related Parties will be enjoined from taking any actions to interfere with the implementation or consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions, treatment, or reinstatement of such Claim or Interest, as applicable, pursuant to the Plan will be deemed to have consented to the injunction provisions set forth in Section 8.6 hereof. For the avoidance of doubt, the injunction provided for in this section does not affect CMB or any CMB litigation. Notwithstanding anything herein to the contrary, pursuant to section 1141(d)(3) of the Bankruptcy Code, the Debtor shall not receive a discharge.

<u>Exculpation (Section 8.4)</u>: Notwithstanding anything to the contrary herein, effective as of the Effective Date, the Exculpated Parties will neither have nor incur, and each Exculpated Party is released and exculpated from, any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date (including prior to the Petition Date) for any act taken or omitted to be taken in connection with, or related to, preparing and filing the Chapter 11 Case, or formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the confirmation or consummation of the Sale Transaction or the Plan, the Disclosure Statement, or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with the Chapter 11 Case, the Investigation, the Disclosure Statement, consummation of the Wind-Down, the Sale Transaction(s), if any, or confirmation or consummation of the Plan, except for actions determined by Final Order to have constituted actual fraud or gross negligence, but in all respects such Entities will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon consummation of the Plan will be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

"**<u>Exculpated Parties</u>**" means, each in their respective capacities as such, (a) the Debtor; and (b) the Related Parties of the Debtor to the extent such Person or Entity is a fiduciary of the Estate (including, without limitation, each of its current and former officers and managers (provided, that a former officer and/or manager will only be an Exculpated Party if such officer or manager served in such capacity as of the Petition Date), principals, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and all other retained Professionals, of the Debtor or the Plan Administrator).

"1125(e) Parties" means collectively, and in each case in its capacity as such, the Debtor and the Related Parties of the Debtor.

PLEASE NOTE THAT QUESTIONS ABOUT THIS NOTICE SHOULD BE DIRECTED TO THE VOTING AGENT AT TONOPAH@EPIQGLOBAL.COM, WITH A REFERENCE TO TONOPAH SOLAR IN THE SUBJECT LINE.

Dated: [●], 2026
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ *DRAFT*
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Co-Counsel to the Debtor

EXHIBIT 3-A

Notice of Unimpaired Non-Voting Status

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.: 229, 230, [•]**

NOTICE OF UNIMPAIRED NON-VOTING STATUS

TO: ALL HOLDERS OF CLAIMS IN CLASSES 1, 2 AND 4

PLEASE BE ADVISED THAT BECAUSE YOUR CLAIM IS UNIMPAIRED UNDER THE COMBINED DISCLOSURE STATEMENT AND PLAN, YOU WILL NOT BE DEEMED TO HAVE GRANTED ANY THIRD-PARTY RELEASES CONTAINED IN SECTION 8.4 OF THE COMBINED DISCLOSURE STATEMENT AND PLAN UNLESS YOU AFFIRMATIVELY OPT-IN TO THE THIRD-PARTY RELEASES CONTAINED IN SECTION 8.4 OF THE COMBINED DISCLOSURE STATEMENT AND PLAN.

On April 13, 2026, the above-captioned debtor and debtor in possession (the "Debtor") filed the *Combined Disclosure Statement and Chapter 11* [D.I. 229, 230] (as may be amended, modified, or supplemented, the "Combined Disclosure Statement and Plan"). The Combined Disclosure Statement and Plan explains the Debtor' plan and has been approved on an interim basis by order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") [D.I. [•]] (the "Interim Approval Order") for use by the Debtor in soliciting acceptances or rejections to the Combined Disclosure Statement and Plan from holders of Impaired Claims entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

Under the terms of the Combined Disclosure Statement and Plan, your claim(s) against and/or interest(s) in the Debtor is (are) *not* entitled to vote on the Combined Disclosure Statement and Plan.

- Claims in **Class 1** (Other Secured Claims), **Class 2** (Other Priority Claims) and **Class 4** (CMB Secured Claims) are Unimpaired and not entitled to vote on the Combined Disclosure Statement and Plan.

If you have any questions about the status of your claim or interest you should contact by Epiq Corporate Restructuring, LLC **(the "Voting Agent") by email at** Tonopah@epiqglobal.com, with a reference to Tonopah Solar in the subject line.

[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.

You will not be served with a copy of the Interim Approval and Procedures Order or the Combined Disclosure Statement and Plan, but you are receiving a court-approved summary of the Combined Disclosure Statement and Plan (the "Plan Summary"). If, after reviewing the Plan Summary, you wish to review copies of the Interim Approval and Procedures Order or the Combined Disclosure Statement and Plan, you may obtain copies free of charge at the website maintained by the Voting Agent at https://dm.epiq11.com/tonopahsolar; or by contacting the Voting Agent at the aforementioned email address.

If you wish to challenge the Debtor's classification of your claim, you must file a motion (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different classification or amount for purposes of voting to accept or reject the Combined Disclosure Statement and Plan and serve such motion on the Debtor so that it is received by **May 25, 2026, at 4:00 p.m. (ET)**. Such creditor's ballot will not be counted unless temporarily allowed by the Bankruptcy Court for voting purposes, after notice and a hearing prior to or at the Combined Hearing.

A table summarizing the key dates is included below for ease of reference:

DEADLINE / HEARING	DATE
Voting Record Date	May 5, 2026
Date Solicitation Will Commence	Three (3) business days after Order is entered, or as soon as reasonably practicable thereafter
Deadline to Object to Claims for Voting Purposes	May 11, 2026, at 4:00 p.m. (ET)
Deadline to File Rule 3018 Motions	May 25, 2026, at 4:00 p.m. (ET)
Deadline to Object to Rule 3018 Motions	June 1, 2026, at 4:00 p.m. (ET)
Deadline to file Plan Supplement	June 8, 2026
Voting Deadline	June 15, 2026, at 4:00 p.m. (PT)
Deadline to Object to Confirmation and Final Approval of Adequacy of Information	June 15, 2026, at 4:00 p.m. (ET)
Deadline to File Voting Report	June 18, 2026 at 4:00 p.m. (ET)
Combined Hearing	June 25, 2026, at 10:00 a.m. (ET)

Combined Hearing and Filing Objections to the Combined Disclosure Statement and Plan.

A hearing to consider final approval of the adequacy of information contained in the Combined Disclosure Statement and Plan pursuant to section 1125 of the Bankruptcy Code and confirmation of the Combined Disclosure Statement and Plan pursuant to section 1129 of the Bankruptcy Code will be held on **June 25, 2026, at 10:00 a.m. (ET)** before the Honorable J. Kate Stickles, United States Bankruptcy Judge, at the Court, 824 North Market Street, 5th Floor, Courtroom 6, Wilmington, Delaware 19801 (the "Combined Hearing"), but may be continued from time to time without further notice other than the announcement by the Debtor of the adjourned date(s) at the Combined Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing or other notice filed with the Bankruptcy Court.

The deadline to (i) file objections to final approval of the Combined Disclosure Statement and Plan is **June 15, 2026, at 4:00 p.m. (ET)**. Any objection must (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, and (c) be filed with the Bankruptcy Court and served upon the parties registered to receive notice through the Bankruptcy Court's ECF noticing system, in each case. **Unless an objection is timely filed and served, it may not be considered by the Bankruptcy Court at the Combined Hearing.**

IMPORTANT INFORMATION REGARDING RELEASES

If your claim is in a Class that is not entitled to vote on the Combined Disclosure Statement and Plan, but you would like to opt-in to the Third-Party Release contained in Section 8.4 of the Combined Disclosure Statement and Plan, you may submit the Opt-In Form via hardcopy or via the online ballot. See the instructions included in the Opt-In Form.

"**Releasing Parties**" means collectively, and in each in case in its capacity as such: (a) the Debtor; (b) the Prepetition Lender; (c) the DIP Lender; (d) each Holder of a Claim or Interest that elects on its ballot or opt-in form to grant the voluntary release contained in Section 8.3 hereof by checking the opt-in box on the ballot or opt-in form, and returning it in accordance with the instructions set forth on the applicable form, indicating that they elect to grant the releases provided in the Plan; and (e) the Related Parties of the foregoing but only to the extent such Related Party would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (d). For the avoidance of doubt, CMB is not a Releasing Party.

Section 8.3 of the Combined Disclosure Statement and Plan provides as follows:

Third-Party Release (Section 8.3):

Effective as of the Effective Date, for good and valuable consideration, including the obligations of the Debtor under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, the adequacy of which is hereby confirmed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Releasing Parties will be deemed to, completely, conclusively, absolutely, unconditionally, irrevocably, and forever, release, waive, void and extinguish each Debtor, Wind-Down Debtor, and Released Party from any claim, Claim, Cause of Action, obligation, suit, judgment, damages, debt, right, remedy or liability whatsoever (including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtor and its Estate), whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, for any act or omission in connection with, relating to, or arising out of the Debtor (including the management,

ownership, or operation thereof, including as such entities existed prior to or after the Petition Date), the Investigation, the Chapter 11 Case, negotiation, preparation, filing, and consummation of the Wind-Down, the Sale Transaction(s), and the DIP Facility, if any, the marketing and sale process related to the Sale Transaction(s), if any, the negotiation, preparation, dissemination, solicitation, and filing of this Combined Disclosure Statement and Plan and the DIP Loan Documents, the filing of the Chapter 11 Case, the settlement of Claims or renegotiation of Executory Contracts or Leases, the pursuit of confirmation of this Combined Disclosure Statement and Plan, the consummation of this Combined Disclosure Statement and Plan, or the administration of this Combined Disclosure Statement and Plan or the property to be Distributed under this Combined Disclosure Statement and Plan, the Wind-Down, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date (including before the Petition Date) related or relating to the foregoing; *provided* that any right to enforce the Purchase Agreement(s), if any, the Plan, and Confirmation Order is not so released; *provided further, however*, that notwithstanding anything to the contrary herein, the provisions of this Section 8.3 will not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the holder of such Claim and the Plan Administrator or the Debtor, at which time this Section 8.3 will apply in all respects as to the applicable unimpaired Claim.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Section 8.3 hereof, which includes by reference each of the related provisions and definitions contained in this Plan, and further, will constitute the Bankruptcy Court's finding that each release described in Section 8.3 is: (1) by virtue of the opt-in procedure, fully consensual; (2) in exchange for the good and valuable consideration provided by the Released Parties; (3) a good-faith settlement and compromise of claims released; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property, released pursuant to the releases described herein. For the avoidance of doubt, CMB is not being released or being given a release under this section.

"**Released Parties**" means collectively, and in each case in its capacity as such: (a) the Debtor; (b) the Wind-Down Debtor; (c) the Prepetition Lender; (d) the DIP Lender; (e) ACSIA; (f) each Releasing Party; (g) with respect to each of the foregoing Entities in clauses (a) through (e), the Related Parties of such Entities; and (h) each Holder of a Claim or Interest that (i) elects on its ballot or opt-in form to grant the voluntary release contained in Section 8.3 hereof by checking the opt-in box on the ballot or opt-in form, and returning it in accordance with the instructions set forth on the applicable form, indicating that they elect to grant the releases provided in the Plan and (ii) does not object to confirmation of the Plan; provided, however, that notwithstanding the foregoing, no Released Party shall receive a release from any Retained Actions expressly identified in the schedule of Retained Actions. For the avoidance of doubt, CMB is not a Released Party.

"**Related Parties**" means, with respect to any Person or Entity, such Person's or Entity's current and former directors, managers, officers, limited partners, general partners, equity holders, stockholders, shareholders, members, attorneys, financial advisors, accountants, investment bankers, consultants, representatives, and any other professionals serving such Person or Entity, provided that Related Parties shall not include any Person or Entity included in a more specific definition.

PLEASE NOTE THAT QUESTIONS ABOUT THIS NOTICE SHOULD BE DIRECTED TO THE VOTING AGENT AT TONOPAH@EPIQGLOBAL.COM, WITH A REFERENCE TO TONOPAH SOLAR IN THE SUBJECT LINE

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)

OPT-IN ELECTION FORM FOR HOLDERS IN CLASSES 1, 2 & 4

You are receiving this notice as a Holder or potential Holder of a Claim against or Interest against the Debtor that, due to the nature and treatment of such Claim or Interest under the Plan, is not entitled to vote on the Plan. Specifically, under the terms of the Plan, Claims in **Class 1** (Other Secured Claims), **Class 2** (Other Priority Claims) and **Class 4** (CMB Secured Claims) are Unimpaired and deemed to accept the Combined Disclosure Statement and Plan.

If you would like copies of the Plan and Disclosure Statement, and related documents, you may: (a) view or download copies free of charge from the case website at https://dm.epiq11.com/tonopahsolar; (b) write to Tonopah Solar Energy, LLC, c/o Epiq Ballot Processing Center, 10300 SW Allen Boulevard, Beaverton, OR 97005; or (c) email tonopah@epiqglobal.com, with a reference to Tonopah Solar in the subject line.

UNLESS YOU MAKE THE OPT IN ELECTION BELOW, YOU ARE DEEMED NOT TO PROVIDE THE RELEASES CONTAINED IN ARTICLE 8.3 OF THE PLAN. YOU MAY ELECT TO GRANT SUCH RELEASES ONLY IF YOU CHECK THE BOX BELOW. THE ELECTION TO CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION.

Release Opt-In Election

As described in more detail above, Article 8.3 of the Plan contains certain consensual third-party releases. Specifically, these consensual releases will be provided by each "**Releasing Party**," defined in the Plan to mean: **collectively, and in each in case in its capacity as such: (a) the Debtor; (b) the Prepetition Lender; (c) the DIP Lender; (d) each Holder of a Claim or Interest that elects on its ballot or opt-in form to grant the voluntary release contained in Section 8.3 hereof by checking the opt-in box on the ballot or opt-in form, and returning it in accordance with the instructions set forth on the applicable form, indicating that they elect to grant the releases provided in the Plan; and (e) the Related Parties of the foregoing but only to the extent such Related Party would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (d). For the avoidance of doubt, CMB is not a Releasing Party.**

[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.

This form provides you with an opportunity to elect to opt-in to the consensual releases in Article 8.4 of the Plan and Disclosure Statement. You should review the Plan and Disclosure Statement before you make any elections on this form. You may wish to seek legal advice concerning the elections available under this form. **If you wish to opt in to being a "Releasing Party" under Article 8.3 of the Plan, please check the following box and complete this form.**

Your decision on this election does not affect the amount of distribution you will receive under the Plan.

[*Remainder of page intentionally left blank*]

OPTIONAL RELEASE ELECTION. YOU MAY ELECT TO OPT-IN TO THE RELEASE CONTAINED IN ARTICLE 8.3 OF THE PLAN (THE "THIRD-PARTY RELEASES") ONLY IF YOU CHECK THE BOX BELOW:

☐	**The undersigned Holder of the Claim or Interest elects to OPT IN to the Third-Party Release**

Certifications.

By signing this Opt-In Form, the undersigned certifies to the Court and the Debtor that:

1. as of the Voting Record Date, either: (i) the Entity is the Holder of a Claim or Interest; or (ii) the Entity is an authorized signatory for the Entity that is a Holder of the Claim or Interest;

2. the Entity (or in the case of an authorized signatory, the holder) has received a copy of the Notice of Unimpaired Non-Voting Status and that this Opt-In Form is made pursuant to the terms and conditions set forth therein;

3. that the undersigned has submitted the Opt-In Form with respect to all of its Claims against or Interests in the Debtor; and

4. no other Opt-In Form has been submitted or, if any other Opt-In Forms have been submitted with respect to such Claims or Interests, then any such earlier Opt-In Forms are hereby revoked.

Name of Holder:	______________________________
	(Print or Type)
Signature:	______________________________
Name of Signatory:	______________________________
	(If other than Holder)
Title:	______________________________
Address:	______________________________
	______________________________
	______________________________

Telephone Number:	____
E-mail:	____
Date Completed:	____

***IF YOU HAVE MADE THE OPTIONAL OPT-IN ELECTION*, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-IN FORM AND RETURN IT *PROMPTLY* BY *ONLY ONE* OF THE METHODS BELOW.**

If by First Class mail:

Tonopah Solar Energy, LLC
c/o Epiq Ballot Processing
P.O. Box 4422
Beaverton, OR 97076-4422

If by overnight courier or hand delivery:

Tonopah Solar Energy, LLC
c/o Epiq Ballot Processing
10300 SW Allen Boulevard
Beaverton, OR 97005

By electronic, online submission:

Please visit https://dm.epiq11.com/tonopahsolar and click on the “E-Opt-In” link under the Case Actions section of the Debtor’s website and follow the directions to submit your Opt-In Form. If you choose to submit your Opt-In Form via the online portal, you should not also return a hard copy of your Opt-In Form.

“E-Opt-In” is the sole manner in which this Opt-In Form will be accepted via electronic or online transmission. Opt-In Forms submitted by facsimile or email will not be counted.

THE VOTING DEADLINE IS JUNE 15, 2026, AT 4:00 P.M. (PT)

THE VOTING AGENT MUST *ACTUALLY RECEIVE* YOUR OPT-IN ELECTION ON OR BEFORE THE VOTING DEADLINE.

Dated: [●], 2026
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ DRAFT
Aaron S. Applebaum (DE 5587)
1201 North Market Street, Suite 2100
Wilmington, Delaware 19801
Telephone: (302) 468-5662
Facsimile: (302) 397-2462
Email: aaron.applebaum@us.dlapiper.com

- and -

David M. Riley (admitted *pro hac vice*)
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: david.riley@us.dlapiper.com

Counsel to the Debtor

- and -

DEBEVOISE & PLIMPTON LLP
Rachel Ehrlich Albanese (admitted *pro hac vice*)
66 Hudson Boulevard
New York, New York 10001
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
Email: ralbanese@debevoise.com

Co-Counsel to the Debtor

EXHIBIT 3-B

Notice of Impaired Non-Voting Status

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.: 229, 230, [•]**

NOTICE OF IMPAIRED NON-VOTING STATUS

On April 13, 2026, the above-captioned debtor and debtor in possession (the "Debtor") filed the *Combined Disclosure Statement and Chapter 11 Plan* [D.I. 229, 230] (as may be amended, modified, or supplemented, the "Combined Disclosure Statement and Plan"). The Combined Disclosure Statement and Plan explains the Debtor's plan and has been approved on an interim basis by order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") [D.I. [•]] (the "Interim Approval Order") for use by the Debtor in soliciting acceptances or rejections to the Combined Disclosure Statement and Plan from holders of Impaired Claims entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

Under the terms of the Combined Disclosure Statement and Plan, your claim(s) against and/or interest(s) in the Debtor is (are) *not* entitled to vote on the Combined Disclosure Statement and Plan.

- Claims in **Classes 6** (General Unsecured Claims) **and 8** (TSE Interests) will receive no Distribution under the Combined Disclosure Statement and Plan, and are therefore deemed to reject the Combined Disclosure Statement and Plan.

If you have any questions about the status of your claim or interest you should contact Epiq Corporate Restructuring, LLC (the "Voting Agent") by email at Tonopah@epiqglobal.com, with a reference to Tonopah Solar in the subject line.

You will not be served with a copy of the Interim Approval and Procedures Order or the Combined Disclosure Statement and Plan, but you are receiving a court-approved summary of the Combined Disclosure Statement and Plan (the "Plan Summary"). If, after reviewing the Plan Summary, you wish to review copies of the Interim Approval and Procedures Order or the Combined Disclosure Statement and Plan, you may obtain copies free of charge at the website maintained by the Voting Agent at https://dm.epiq11.com/tonopahsolar; or by contacting the Voting Agent at the aforementioned email address and telephone numbers.

The Plan Summary includes information with respect to the Third-Party Releases set forth in Article VIII of the Combined Disclosure Statement and Plan. If you would like to opt-in

[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.

to the Third-Party Release contained in Section 8.3 of the Combined Disclosure Statement and Plan, you may submit the Opt-In Form via hardcopy or via the online portal.

If you wish to challenge the Debtor's classification of your claim, you must file a motion (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different classification or amount for purposes of voting to accept or reject the Combined Disclosure Statement and Plan and serve such motion on the Debtor so that it is received by **May 25, 2026, at 4:00 p.m. (ET)**. Such ballot will not be counted unless temporarily allowed by the Bankruptcy Court for voting purposes, after notice and a hearing prior to or at the Combined Hearing.

A table summarizing the key dates is included below for ease of reference:

DEADLINE / HEARING	DATE
Voting Record Date	May 5, 2026
Date Solicitation Will Commence	Three (3) business days after Order is entered, or as soon as reasonably practicable thereafter
Deadline to Object to Claims for Voting Purposes	May 11, 2026, at 4:00 p.m. (ET)
Deadline to File Rule 3018 Motions	May 25, 2026, at 4:00 p.m. (ET)
Deadline to Object to Rule 3018 Motions	June 1, 2026, at 4:00 p.m. (ET)
Deadline to file Plan Supplement	June 8, 2026
Voting Deadline	June 15, 2026, at 4:00 p.m. (PT)
Deadline to Object to Confirmation and Final Approval of Adequacy of Information	June 15, 2026, at 4:00 p.m. (ET)
Deadline to File Voting Report	June 18, 2026 at 4:00 p.m. (ET)
Combined Hearing	June 25, 2026, at 10:00 a.m. (ET)

PLEASE NOTE THAT QUESTIONS ABOUT THIS NOTICE SHOULD BE DIRECTED TO THE VOTING AGENT AT TONOPAH@EPIQGLOBAL.COM, WITH A REFERENCE TO TONOPAH SOLAR IN THE SUBJECT LINE.

Dated: [●], 2026
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ DRAFT
Aaron S. Applebaum (DE 5587)
1201 North Market Street, Suite 2100
Wilmington, Delaware 19801
Telephone: (302) 468-5662
Facsimile: (302) 397-2462
Email: aaron.applebaum@us.dlapiper.com

- and -

David M. Riley (admitted *pro hac vice*)
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: david.riley@us.dlapiper.com

Counsel to the Debtor

- and -

DEBEVOISE & PLIMPTON LLP
Rachel Ehrlich Albanese (admitted *pro hac vice*)
66 Hudson Boulevard
New York, New York 10001
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
Email: ralbanese@debevoise.com

Co-Counsel to the Debtor

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)

OPT-IN ELECTION FORM FOR HOLDERS IN CLASS 6 OR CLASS 8

You are receiving this notice as a Holder of Claims in Class 6 (General Unsecured Claims) or Class 8 (TSE Interests) that, due to the nature and treatment of such Claim or Interest under the Plan, is not entitled to vote on the Plan.

If you would like copies of the Plan and Disclosure Statement, and related documents, you may: (a) view or download copies free of charge from the case website at https://dm.epiq11.com/tonopahsolar; (b) write to Tonopah Solar Energy, LLC, c/o Epiq Ballot Processing Center, 10300 SW Allen Boulevard, Beaverton, OR 97005; or (c) email tonopah@epiqglobal.com, with a reference to Tonopah Solar in the subject line.

UNLESS YOU MAKE THE OPT-IN ELECTION BELOW, YOU ARE DEEMED NOT TO PROVIDE THE RELEASES CONTAINED IN ARTICLE 8.3 OF THE PLAN. YOU MAY ELECT TO GRANT SUCH RELEASES ONLY IF YOU CHECK THE BOX BELOW. THE ELECTION TO CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION.

Release Opt-In Election

As described in more detail above, Article 8.3 of the Plan contains certain consensual third-party releases. Specifically, these consensual releases will be provided by each "**Releasing Party**," defined in the Plan to mean: **collectively, and in each in case in its capacity as such: (a) the Debtor; (b) the Prepetition Lender; (c) the DIP Lender; (d) each Holder of a Claim or Interest that elects on its ballot or opt-in form to grant the voluntary release contained in Section 8.3 hereof by checking the opt-in box on the ballot or opt-in form, and returning it in accordance with the instructions set forth on the applicable form, indicating that they elect to grant the releases provided in the Plan; and (e) the Related Parties of the foregoing but only to the extent such Related Party would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (d). For the avoidance of doubt, CMB is not a Releasing Party.**

This form provides you with an opportunity to elect to opt-in to the consensual releases in Article 8.3 of the Plan and Disclosure Statement. You should review the Plan and Disclosure

[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.

Statement before you make any elections on this form. You may wish to seek legal advice concerning the elections available under this form. **If you wish to opt in to being a "Releasing Party" under Article 8.3 of the Plan, please check the following box and complete this form.**

Your decision on this election does not affect the amount of distribution you will receive under the Plan.

[*Remainder of page intentionally left blank*]

<u>OPTIONAL RELEASE ELECTION</u>. YOU MAY ELECT TO OPT-IN TO THE RELEASE CONTAINED IN ARTICLE 8.3 OF THE PLAN (THE "<u>THIRD-PARTY RELEASES</u>") ONLY <u>IF</u> YOU CHECK THE BOX BELOW:

☐	**The undersigned Holder of the Claim or Interest elects to <u>OPT IN to the Third-Party Release</u>**

Certifications.

By signing this Opt-In Form, the undersigned certifies to the Court and the Debtor that:

1. as of the Voting Record Date, either: (i) the Entity is the Holder of a Claim or Interest; or (ii) the Entity is an authorized signatory for the Entity that is a Holder of the Claim or Interest;

2. the Entity (or in the case of an authorized signatory, the holder) has received a copy of the Notice of Impaired Non-Voting Status and that this Opt-In Form is made pursuant to the terms and conditions set forth therein;

3. that the undersigned has submitted the Opt-In Form with respect to all of its Claims against or Interests in the Debtor; and

4. no other Opt-In Form has been submitted or, if any other Opt-In Forms have been submitted with respect to such Claims or Interests, then any such earlier Opt-In Forms are hereby revoked.

Name of Holder:	______________________________
	(Print or Type)
Signature:	______________________________
Name of Signatory:	______________________________
	(If other than Holder)
Title:	______________________________
Address:	______________________________
	______________________________
	______________________________

Telephone Number:	______________________________
E-mail:	______________________________
Date Completed:	______________________________

***IF YOU HAVE MADE THE OPTIONAL OPT-IN ELECTION*, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-IN FORM AND RETURN IT *PROMPTLY* BY *ONLY ONE* OF THE METHODS BELOW.**

If by First Class mail:

Tonopah Solar Energy, LLC
c/o Epiq Ballot Processing
P.O. Box 4422
Beaverton, OR 97076-4422

If by overnight courier or hand delivery:

Tonopah Solar Energy, LLC
c/o Epiq Ballot Processing
10300 SW Allen Boulevard
Beaverton, OR 97005

By electronic, online submission:

Please visit https://dm.epiq11.com/tonopahsolar and click on the "E-Opt-In" link under the Case Actions section of the Debtor's website and follow the directions to submit your Opt-In Form. If you choose to submit your Opt-In Form via the online portal, you should not also return a hard copy of your Opt-In Form.

"E-Opt-In" is the sole manner in which this Opt-In Form will be accepted via electronic or online transmission. Opt-In Forms submitted by facsimile or email will not be counted.

THE VOTING DEADLINE IS JUNE 15, 2026, AT 4:00 P.M. (PT)

THE VOTING AGENT MUST *ACTUALLY RECEIVE* YOUR OPT-IN ELECTION ON OR BEFORE THE VOTING DEADLINE.

Dated: [●], 2026
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ DRAFT

Aaron S. Applebaum (DE 5587)
1201 North Market Street, Suite 2100
Wilmington, Delaware 19801
Telephone: (302) 468-5662
Facsimile: (302) 397-2462
Email: aaron.applebaum@us.dlapiper.com

- and -

David M. Riley (admitted *pro hac vice*)
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: david.riley@us.dlapiper.com

Counsel to the Debtor

- and -

DEBEVOISE & PLIMPTON LLP
Rachel Ehrlich Albanese (admitted *pro hac vice*)
66 Hudson Boulevard
New York, New York 10001
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
Email: ralbanese@debevoise.com

Co-Counsel to the Debtor

EXHIBIT 4-A

Class 3 Ballot

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. Nos. 229, 230,[•]**

CLASS 3 BALLOT TO ACCEPT OR REJECT THE DEBTOR'S
COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN

PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.

THIS BALLOT IS TO BE USED BY HOLDERS OF THE CLASS 3 PREPETITION LENDER CLAIM. TO BE COUNTED, YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT BY JUNE 15, 2026, AT 4:00 P.M. (PT) (THE "VOTING DEADLINE"), UNLESS EXTENDED IN THE SOLE DISCRETION OF THE DEBTOR, IT WILL NOT BE COUNTED.

YOU MAY (I) VOTE ON ACCEPTANCE OF THE PLAN AND (II) EXERCISE RIGHTS WITH RESPECT TO THE THIRD-PARTY RELEASE ON PAGE SIX OF THIS BALLOT, AS DESCRIBED BELOW.

IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

If you have any questions regarding this ballot, the voting procedures, or any of the solicitation materials you have received, or you need to obtain additional solicitation materials, please contact Epiq Corporate Restructuring, LLC, the Debtor's voting agent (the "Voting Agent") in this chapter 11 case by accessing the chapter 11 case website at https://dm.epiq11.com/tonopahsolar.

On April 13, 2026, the above-captioned debtor and debtor in possession (the "Debtor") filed the *Combined Disclosure Statement and Chapter 11 Plan* [D.I. 229, 230] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the "Combined Disclosure

[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.

Statement and Plan"). The Combined Disclosure Statement and Plan contains information explaining the Debtor's Combined Disclosure Statement and Plan and has been approved on an interim basis by order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") [D.I. [•]] (the "Interim Approval and Procedures Order").[2] Bankruptcy Court approval of the Combined Disclosure Statement and Plan does not mean that the Bankruptcy Court has confirmed the Debtor's Combined Disclosure Statement and Plan.

This ballot (the "Ballot") is provided to you to solicit your vote to accept or reject the Combined Disclosure Statement and Plan because the records maintained by the Debtor indicate that you are a holder of a **Class 3 Prepetition Lender Claim** as of **May 5, 2026** (the "Voting Record Date") and, accordingly you may have a right to vote to accept or reject the Combined Disclosure Statement and Plan. If you hold claims in more than one class, you will receive a separate Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such Class.

Please use this Ballot to cast your vote to accept or reject the Combined Disclosure Statement and Plan. This Ballot may not be used for any purpose other than to vote to accept or reject the Combined Disclosure Statement and Plan and/or to opt in to the Third-Party Release.

Your receipt of this Ballot does not signify that your Claims(s) has been or will be allowed. The Debtor reserve all rights to dispute such Claim(s).

You should carefully review the Combined Disclosure Statement and Plan and the Interim Approval and Procedures Order before you vote. You may wish to seek legal advice concerning the Combined Disclosure Statement and Plan and the classification and treatment of your claim(s) under the Combined Disclosure Statement and Plan.

The Debtor has commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Combined Disclosure Statement and Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by at least one impaired Class of creditors and if the Combined Disclosure Statement and Plan otherwise satisfies the applicable requirements of sections 1129(a) and (if not accepted by all Classes of creditors) 1129(b) of the Bankruptcy Code. A class of claims will have voted to accept the plan only if two-thirds in amount and a majority in number of creditors actually voting cast its ballots in favor of acceptance. **If the Bankruptcy Court confirms the Combined Disclosure Statement and Plan, it will be binding on you whether or not you vote.**

Additional copies of the Interim Approval and Procedures Order and the Combined Disclosure Statement and Plan are available free of charge from the website maintained by the Voting Agent at https://dm.epiq11.com/Tonopahsolar or by email at Tonopah@epiqglobal.com with a reference to "Tonopah Solar" in the subject line. If you have any questions on how to properly complete this Ballot, please contact the Voting Agent. Please be advised that the Voting Agent cannot provide legal advice.

The Voting Deadline is June 15, 2026, at 4:00 p.m. (PT)

[2] Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Combined Disclosure Statement and Plan or the Interim Approval and Procedures Order, as applicable.

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY BY *ONLY ONE* OF THE FOLLOWING METHODS:

IN THE ENCLOSED REPLY ENVELOPE PROVIDED, OR VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY, OR BY ELECTRONIC ONLINE SUBMISSION.

If by First Class Mail:	**If by Hand Delivery or Overnight Mail:**
Tonopah Solar Energy, LLC c/o Epiq Ballot Processing P.O. Box 4422 Beaverton, OR 97076-4422	Tonopah Solar Energy, LLC c/o Epiq Ballot Processing 10300 SW Allen Blvd. Beaverton, OR 97005

If you would like to coordinate hand delivery of your Ballot, please email Tonopah@epiqglobal.com, with a reference to Tonopah Solar in the Subject Line, and provide the anticipated date and time of your delivery.

By electronic online submission:

To submit your Ballot via the Voting Agent's online portal, visit https://dm.epiq11.com/tonopahsolar and under the Case Actions section of the website, click on "E-Ballot" and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following E-Ballot ID# to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: ______________________________

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

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. **Holders who cast a Ballot using Voting Agent's online portal should NOT also submit a paper Ballot.**

VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT FOR HOLDERS OF CLASS 3 PREPETITION LENDER CLAIM

1. This Ballot is submitted to you to solicit your vote to accept or reject the Combined Disclosure Statement and Plan. **Please read the Combined Disclosure Statement and Plan carefully before completing this Ballot.**

2. The Combined Disclosure Statement and Plan will be accepted by Class 3 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 3 that actually vote on the Combined Disclosure Statement and Plan. In the event that Class 3 rejects the Combined Disclosure Statement and Plan, the Bankruptcy Court may nevertheless confirm the Combined Disclosure Statement and Plan and thereby make it binding on you if the Bankruptcy Court finds that the Combined Disclosure Statement and Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 3 and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

3. If the Combined Disclosure Statement and Plan is confirmed by the Bankruptcy Court even though not all Classes of Claims have voted to accept it, all holders of Claims against and Interests in the Debtor will be bound by the confirmed Combined Disclosure Statement and Plan and the transactions contemplated thereby.

4. Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent on or before **June 15, 2026, at 4:00 p.m. (PT)**, which is the Voting Deadline, unless such time is extended in writing by the Debtor.

5. **To properly complete this Ballot, you must follow the procedures described below**:

   a. cast one vote to accept or reject the Combined Disclosure Statement and Plan by checking the appropriate box in Item 1;
   b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing; you may be required to submit satisfactory evidence of your authority to so act (*e.g.* a power of attorney or a certified copy of board resolutions authorizing you to so act);
   c. provide your name and mailing address on your Ballot;
   d. sign and date your Ballot, and provide the remaining information requested; and
   e. return your Ballot using the methods described below.

6. You can return your Ballot either by mail OR by using the online eBallot portal. **If you choose to submit your Ballot via the online eBallot portal, you should not submit your hard copy Ballot as well. Please choose only one method of return for your Ballot.**

7. If you prefer to return a hard copy of your Ballot, you may return it in the enclosed preaddressed, postage prepaid envelope or:

If by First Class Mail:	**If by Hand Delivery or Overnight Mail:**
Tonopah Solar Energy, LLC c/o Epiq Ballot Processing P.O. Box 4422 Beaverton, OR 97076-4422	Tonopah Solar Energy, LLC c/o Epiq Ballot Processing 10300 SW Allen Blvd. Beaverton, OR 97005

If you prefer to vote online, Ballots will only be accepted if properly completed through the online eBallot portal maintained by the Voting Agent at solar. **The Voting Agent will not accept Ballots by facsimile or e-mail.**

8. If you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims to make sure that your vote is counted for each Class of Claims in which you hold a Claim.

9. In the event that (i) the Debtor revokes or withdraws the Combined Disclosure Statement and Plan or (ii) the Confirmation Order is not entered or consummation of the Combined Disclosure Statement and Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

10. The Ballot may not be used for any purpose other than to vote to accept or reject the Plan.

11. The Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or an assertion or admission of a Claim.

12. The following Ballots shall not be counted in determining the acceptance or rejection of the Combined Disclosure Statement and Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (b) any Ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Combined Disclosure Statement and Plan, (c) any unsigned Ballot, and (d) any Ballot not marked to accept or reject the Combined Disclosure Statement and Plan, or marked both to accept and reject the Combined Disclosure Statement and Plan.

13. If a Ballot is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors. The method of delivery of the Ballot to the Voting Agent is at your election and risk.

14. There may be changes made to the Combined Disclosure Statement and Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

15. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY

SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTOR, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

16. PLEASE RETURN YOUR BALLOT PROMPTLY.

If you received a damaged Ballot, lost your Ballot, believe you were sent the wrong Ballot, or have any questions concerning the procedures for voting on the Combined Disclosure Statement and Plan, please contact the voting agent by email at Tonopah@epiqglobal.com with a reference to "Tonopah Solar" in the subject line.

PLEASE READ THE VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

Item 1. Class Vote. The undersigned, the holder of the Class 3 Prepetition Lender Claim against the Debtor, hereby votes in the amount set forth below as follows (**check one box**):

☐ Accept the Combined Disclosure Statement and Plan

OR

☐ Reject the Combined Disclosure Statement and Plan.

Amount of Claim Voting[3] $ ____________________

Item 2. Third Party Release Opt-In Election. The Combined Disclosure Statement and Plan contains a series of releases that are a part of the overall transactions set forth in the Combined Disclosure Statement and Plan. In that respect, parties should be aware that, if the Combined Disclosure Statement and Plan is confirmed and the Effective Date occurs, certain parties will be getting releases and certain parties, including the Holders of the Claims entitled to vote on the Combined Plan or Disclosure Statement through this ballot who opt-in to such releases as provided for herein, will be giving releases as set forth in Section 8.3 of the Plan. For your convenience, excerpts of the release provisions are set forth below; however, you should carefully read the enclosed Combined Disclosure Statement and Plan with respect to the releases. **Importantly, if you do not opt-in to such releases you will not be considered a "Released Party" for purposes of the Debtor Release. If the Plan is confirmed and consummated, and you have voted to reject and did not opt in, the size of your cash distribution under the confirmed Plan will not be affected.**

The Third-Party Release in Section 8.3 of the Combined Disclosure Statement and Plan provides that, among other things, consenting creditors will release current and former directors, managers, officers, limited partners, general partners, equity holders, stockholders, shareholders, members, attorneys, financial advisors, accountants, investment bankers, consultants, representatives, and any other professionals of the Debtor, in their respective capacities as such, from all direct claims relating to the Debtor.

If you do check the box below, you shall be deemed to have consented to the Third-Party Release in Section 8.3 of the Combined Disclosure Statement and Plan.

☐ The undersigned Claimant elects to opt-in to the Third-Party Releases set forth in Section 8.3 of the Combined Disclosure Statement and Plan.

Item 3. Important Information Regarding Other Injunctions and Releases. If the Court confirms the Combined Disclosure Statement and Plan and it becomes effective, you will be bound by the following injunction and exculpation provisions contained in Sections 8.4 and 8.6 of the

[3] For voting purposes only; not for distribution purposes.

Combined Disclosure Statement and Plan, regardless of whether you voted to accept or reject the Combined Disclosure Statement and Plan:

Selected Defined Terms in the Plan

"**Releasing Parties**" means collectively, and in each in case in its capacity as such: (a) the Debtor; (b) the Prepetition Lender; (c) the DIP Lender; (d) each Holder of a Claim or Interest that elects on its ballot or opt-in form to grant the voluntary release contained in Section 8.3 hereof by checking the opt-in box on the ballot or opt-in form, and returning it in accordance with the instructions set forth on the applicable form, indicating that they elect to grant the releases provided in the Plan; and (e) the Related Parties of the foregoing but only to the extent such Related Party would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (d). For the avoidance of doubt, CMB is not a Releasing Party.

"**Released Parties**" means collectively, and in each case in its capacity as such: (a) the Debtor; (b) the Wind-Down Debtor; (c) the Prepetition Lender; (d) the DIP Lender; (e) ACSIA; (f) each Releasing Party; (g) with respect to each of the foregoing Entities in clauses (a) through (e), the Related Parties of such Entities; and (h) each Holder of a Claim or Interest that (i) elects on its ballot or opt-in form to grant the voluntary release contained in Section 8.3 hereof by checking the opt-in box on the ballot or opt-in form, and returning it in accordance with the instructions set forth on the applicable form, indicating that they elect to grant the releases provided in the Plan and (ii) does not object to confirmation of the Plan; provided, however, that notwithstanding the foregoing, no Released Party shall receive a release from any Retained Actions expressly identified in the schedule of Retained Actions. For the avoidance of doubt, CMB is not a Released Party.

"**Related Parties**" means, with respect to any Person or Entity, such Person's or Entity's current and former directors, managers, officers (provided, that a former director, manager, and/or officer will only be a Related Party if such director, manager, or officer served in such capacity as of the Petition Date), limited partners, general partners, equity holders, stockholders, shareholders, members, affiliates, attorneys, financial advisors, accountants, investment bankers, consultants, representatives, and any other professionals serving such Person or Entity, provided that Related Parties shall not include any Person or Entity included in a more specific definition.

"**Exculpated Parties**" means, each in their respective capacities as such, (a) the Debtor; and (b) the Related Parties of the Debtor to the extent such Person or Entity is a fiduciary of the Estate (including, without limitation, each of its current and former officers and managers (provided, that a former officer and/or manager will only be an Exculpated Party if such officer or manager served in such capacity as of the Petition Date), principals, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and all other retained Professionals, of the Debtor or the Plan Administrator).

"**1125(e) Parties**" means collectively, and in each case in its capacity as such, the Debtor and the Related Parties of the Debtor.

<u>Selected Provisions of the Plan</u>

Section 8.2—Releases by the Debtor

Effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Debtor and the Wind-Down Debtor, each on its own behalf and as a representative of the Estate, will, and will be deemed to, completely and forever release, waive, void, extinguish and discharge unconditionally, each and all of the Released Parties of and from any and all Claims, Causes of Action, obligations, suits, judgments, damages, debts, rights, remedies and liabilities of any nature whatsoever, whether liquidated or unliquidated, fixed or Contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are or may be based in whole or part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtor (including the management, ownership, or operation thereof, including as such entities existed prior to or after the Petition Date), the Investigation, the Chapter 11 Case, negotiation, preparation, filing, and consummation of the Wind-Down, Sale Transaction(s), if any, and the DIP Facility, the marketing and sale process related to the Sale Transaction(s), if any, the negotiation, preparation, dissemination, solicitation, and filing of this Combined Disclosure Statement and Plan, the DIP Loan Documents, the filing of the Chapter 11 Case, the settlement of Claims or renegotiation of Executory Contracts or Leases, the pursuit of confirmation of this Combined Disclosure Statement and Plan, the consummation of this Combined Disclosure Statement and Plan, or the administration of this Combined Disclosure Statement and Plan or the property to be Distributed under this Combined Disclosure Statement and Plan, the Wind-Down, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date (including before the Petition Date) related or relating to the foregoing, that may be asserted by or on behalf of the Debtor or its Estate, against any of the Released Parties; *provided* that any right to enforce the Purchase Agreement(s), if any, the Plan, and Confirmation Order is not so released.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, will constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Wind-Down and Sale Transaction(s), if any, and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtor and all holders of Claims and Interests; (d) fair, equitable, and reasonable; (4) given and made after due notice and opportunity for hearing; and (5) a bar to the Debtor or Wind-Down Debtor, or the Debtor's Estate asserting any Claim or Cause of Action released pursuant to the Debtor Release. For the avoidance of doubt, CMB is not being released or being given a release under this section.

Section 8.3—Third-Party Release

Effective as of the Effective Date, for good and valuable consideration, including the obligations of the Debtor under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, the adequacy of which is hereby confirmed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Releasing Parties will be deemed to, completely, conclusively, absolutely, unconditionally, irrevocably, and forever, release, waive, void and extinguish each Debtor, Wind-Down Debtor, and Released Party from any claim, Claim, Cause of Action, obligation, suit, judgment, damages, debt, right, remedy or liability whatsoever (including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtor and its Estate), whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, for any act or omission in connection with, relating to, or arising out of the Debtor (including the management, ownership, or operation thereof, including as such entities existed prior to or after the Petition Date), the Investigation, the Chapter 11 Case, negotiation, preparation, filing, and consummation of the Wind-Down, the Sale Transaction(s), and the DIP Facility, if any, the marketing and sale process related to the Sale Transaction(s), if any, the negotiation, preparation, dissemination, solicitation, and filing of this Combined Disclosure Statement and Plan and the DIP Loan Documents, the filing of the Chapter 11 Case, the settlement of Claims or renegotiation of Executory Contracts or Leases, the pursuit of confirmation of this Combined Disclosure Statement and Plan, the consummation of this Combined Disclosure Statement and Plan, or the administration of this Combined Disclosure Statement and Plan or the property to be Distributed under this Combined Disclosure Statement and Plan, the Wind-Down, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date (including before the Petition Date) related or relating to the foregoing; *provided* that any right to enforce the Purchase Agreement(s), if any, the Plan, and Confirmation Order is not so released; *provided further, however*, that notwithstanding anything to the contrary herein, the provisions of this Section 8.3 will not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the holder of such Claim and the Plan Administrator or the Debtor, at which time this Section 8.3 will apply in all respects as to the applicable unimpaired Claim.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Section 8.3 hereof, which includes by reference each of the related provisions and definitions contained in this Plan, and further, will constitute the Bankruptcy Court's finding that each release described in Section 8.3 is: (1) by virtue of the opt-in procedure, fully consensual; (2) in exchange for the good and valuable consideration provided by the Released Parties; (3) a good-faith settlement and compromise of claims released; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property, released pursuant to the releases described herein. For the avoidance of doubt, CMB is not being released or giving a release under this section.

Section 8.4—Exculpation

Notwithstanding anything to the contrary herein, effective as of the Effective Date, the Exculpated Parties will neither have nor incur, and each Exculpated Party is released and exculpated from, any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date (including prior to the Petition Date) for any act taken or omitted to be taken in connection with, or related to, preparing and filing the Chapter 11 Case, or formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the confirmation or consummation of the Sale Transaction or the Plan, the Disclosure Statement, or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with the Chapter 11 Case, the Investigation, the Disclosure Statement, consummation of the Wind-Down, the Sale Transaction(s), if any, or confirmation or consummation of the Plan, except for actions determined by Final Order to have constituted actual fraud or gross negligence, but in all respects such Entities will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon consummation of the Plan will be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Section 8.5—No Liability Pursuant to Section 1125(e) of the Bankruptcy Code

Without in any way limiting the releases and exculpation set forth in Sections 8.2, 8.3, or 8.4, to the fullest extent permitted by section 1125(e) of the Bankruptcy Code, each of the 1125(e) Parties is hereby entitled to all of the protections and benefits afforded by section 1125(e) of the Bankruptcy Code in connection with such party's solicitation and participation in relation to the Plan.

Section 8.6—Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold or may hold Claims against or Interests in the Debtor that have been released, satisfied, or are subject to exculpation are permanently enjoined, from and after the Effective Date from taking any of the following actions against, as applicable, the Debtor, the Wind-Down Debtor, the Exculpated Parties, the Released Parties, the 1125(e) Parties, or the Plan Administrator, or the property to be distributed under this Plan: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) on account of or in connection with or with respect to any such Claim or Interest; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order on account of or in connection with or with respect to

any such Claim or Interest; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind on account of or in connection with or with respect to any such Claim or Interest; (iv) asserting any right of setoff, directly or indirectly, on account of or in connection with or with respect to any such Claim or Interest, except as contemplated or allowed by this Plan, the Sale Order [D.I. 184], or pursuant to a timely filed Proof of Claim (for the avoidance of doubt, nothing herein shall enjoin or otherwise prohibit any Governmental Unit from filing Proof(s) of Claim by the Governmental Bar Date); and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their Related Parties will be enjoined from taking any actions to interfere with the implementation or consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions, treatment, or reinstatement of such Claim or Interest, as applicable, pursuant to the Plan will be deemed to have consented to the injunction provisions set forth in Section 8.6 hereof. For the avoidance of doubt, the injunction provided for in this section does not affect CMB or any CMB litigation. Notwithstanding anything herein to the contrary, pursuant to section 1141(d)(3) of the Bankruptcy Code, the Debtor shall not receive a discharge.

Item 4. **Certification as to Claims Held in Additional Accounts**. The undersigned hereby certifies that either (i) it has not submitted any other Ballots on account of the Class 3 Prepetition Lender Claim held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Combined Plan and Disclosure Statement.

Item 5. **Acknowledgements and Certification.** By signing this Ballot, the undersigned acknowledges that: (a) it has been provided with a copy of the Combined Disclosure Statement and Plan, including all exhibits thereto; (b) the Debtor's solicitation of votes is subject to all terms and conditions set forth in the Combined Disclosure Statement and Plan, the Interim Approval and Procedures Order, and the procedures for the solicitation and tabulation of votes to accept or reject the Combined Disclosure Statement and Plan attached to the Interim Approval and Procedures Order as **Exhibit 1** thereto; (c) it is the holder of the Class 3 Claim identified in Item 1 above as of May 5, 2026; (d) it has made a knowing, voluntary, and informed election, after an adequate opportunity to consult with counsel, regarding the releases contemplated under the Plan; and/or (e) it has full power and authority to vote to accept or reject the Combined Disclosure Statement and Plan and exercise elections with respect thereto. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Combined Disclosure Statement and Plan, this Ballot will not be counted.

____
Name of Creditor

____
Signature

If by Authorized Agent:

____
Name and Title

____
Address

____
Telephone Number

____
E-mail Address

____
Date Completed

PLEASE PROMPTLY RETURN YOUR COMPLETED BALLOT.

Ballots may be submitted via the eBallot portal, or in the return envelope provided, or as directed in the instructions. If you have any questions about this Ballot or the voting instructions please contact the Voting Agent at Tonopah@epiqglobal.com, with a reference to Tonopah Solar in the subject line.

EXHIBIT 4-B

Class 5 Ballot

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. Nos. 229, 230, [•]**

CLASS 5 BALLOT TO ACCEPT OR REJECT THE DEBTOR'S
COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN

PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.

THIS BALLOT IS TO BE USED BY HOLDERS OF THE CLASS 5 FORMER MANAGER CLAIMS. TO BE COUNTED, YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT BY JUNE 15, 2026, AT 4:00 P.M. (PT) (THE "VOTING DEADLINE"), UNLESS EXTENDED IN THE SOLE DISCRETION OF THE DEBTOR, IT WILL NOT BE COUNTED.

YOU MAY (I) VOTE ON ACCEPTANCE OF THE PLAN AND (II) EXERCISE RIGHTS WITH RESPECT TO THE THIRD-PARTY RELEASE ON PAGE SIX OF THIS BALLOT, AS DESCRIBED BELOW.

IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

If you have any questions regarding this ballot, the voting procedures, or any of the solicitation materials you have received, or you need to obtain additional solicitation materials, please contact Epiq Corporate Restructuring, LLC, the Debtor's voting agent (the "Voting Agent") in this chapter 11 case by accessing the chapter 11 case website at https://dm.epiq11.com/tonopahsolar.

[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.

On April 13, 2026, the above-captioned debtor and debtor in possession (the "Debtor") filed the *Combined Disclosure Statement and Chapter 11 Plan* [D.I. 229, 230] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the "Combined Disclosure Statement and Plan"). The Combined Disclosure Statement and Plan contains information explaining the Debtor's Combined Disclosure Statement and Plan and has been approved on an interim basis by order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") [D.I. [•]] (the "Interim Approval and Procedures Order").[2] Bankruptcy Court approval of the Combined Disclosure Statement and Plan does not mean that the Bankruptcy Court has confirmed the Debtor's Combined Disclosure Statement and Plan.

This ballot (the "Ballot") is provided to you to solicit your vote to accept or reject the Combined Disclosure Statement and Plan because the records maintained by the Debtor indicate that you are a holder of a **Class 5 Former Manager Claim** as of **May 5, 2026** (the "Voting Record Date") and, accordingly you may have a right to vote to accept or reject the Combined Disclosure Statement and Plan. If you hold claims in more than one class, you will receive a separate Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such Class.

Please use this Ballot to cast your vote to accept or reject the Combined Disclosure Statement and Plan. This Ballot may not be used for any purpose other than to vote to accept or reject the Combined Disclosure Statement and Plan and/or to opt in of the Third-Party Release.

Your receipt of this Ballot does not signify that your Claims(s) has been or will be allowed. The Debtor reserve all rights to dispute such Claim(s).

You should carefully review the Combined Disclosure Statement and Plan and the Interim Approval and Procedures Order before you vote. You may wish to seek legal advice concerning the Combined Disclosure Statement and Plan and the classification and treatment of your claim(s) under the Combined Disclosure Statement and Plan.

The Debtor has commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Combined Disclosure Statement and Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by at least one impaired Class of creditors and if the Combined Disclosure Statement and Plan otherwise satisfies the applicable requirements of sections 1129(a) and (if not accepted by all Classes of creditors) 1129(b) of the Bankruptcy Code. A class of claims will have voted to accept the plan only if two-thirds in amount and a majority in number of creditors actually voting cast its ballots in favor of acceptance. **If the Bankruptcy Court confirms the Combined Disclosure Statement and Plan, it will be binding on you whether or not you vote.**

Additional copies of the Interim Approval and Procedures Order and the Combined Disclosure Statement and Plan are available free of charge from the website maintained by the Voting Agent at https://dm.epiq11.com/tonopahsolar or by email at Tonopah@epiqglobal.com with a reference to "Tonopah Solar" in the subject line. If you have any questions on how to properly complete

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[2] Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Combined Disclosure Statement and Plan or the Interim Approval and Procedures Order, as applicable.

this Ballot, please contact the Voting Agent. Please be advised that the Voting Agent cannot provide legal advice.

The Voting Deadline is June 15, 2026, at 4:00 p.m. (PT)

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY BY *ONLY ONE* OF THE FOLLOWING METHODS:

IN THE ENCLOSED REPLY ENVELOPE PROVIDED, OR VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY, OR BY ELECTRONIC ONLINE SUBMISSION.

If by First Class Mail:	If by Hand Delivery or Overnight Mail:
Tonopah Solar Energy, LLC c/o Epiq Ballot Processing P.O. Box 4422 Beaverton, OR 97076-4422	Tonopah Solar Energy, LLC c/o Epiq Ballot Processing 10300 SW Allen Blvd. Beaverton, OR 97005

If you would like to coordinate hand delivery of your Ballot, please email Tonopah@epiqglobal.com, with a reference to Tonopah Solar in the Subject Line, and provide the anticipated date and time of your delivery.

By electronic online submission:

To submit your Ballot via the Voting Agent's online portal, visit https://dm.epiq11.com/tonopahsolar and under the Case Actions section of the website, click on "E-Ballot" and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following E-Ballot ID# to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: ______________________________

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

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. **Holders who cast a Ballot using Voting Agent's online portal should NOT also submit a paper Ballot.**

VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT FOR HOLDERS OF CLASS 5 FORMER MANAGER CLAIMS

1. This Ballot is submitted to you to solicit your vote to accept or reject the Combined Disclosure Statement and Plan. **Please read the Combined Disclosure Statement and Plan carefully before completing this Ballot.**

2. The Combined Disclosure Statement and Plan will be accepted by Class 5 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 5 that actually vote on the Combined Disclosure Statement and Plan. In the event that Class 5 rejects the Combined Disclosure Statement and Plan, the Bankruptcy Court may nevertheless confirm the Combined Disclosure Statement and Plan and thereby make it binding on you if the Bankruptcy Court finds that the Combined Disclosure Statement and Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 5 and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

3. If the Combined Disclosure Statement and Plan is confirmed by the Bankruptcy Court even though not all Classes of Claims have voted to accept it, all holders of Claims against and Interests in the Debtor will be bound by the confirmed Combined Disclosure Statement and Plan and the transactions contemplated thereby.

4. Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent on or before **June 15, 2026, at 4:00 p.m. (PT)**, which is the Voting Deadline, unless such time is extended in writing by the Debtor.

5. **To properly complete this Ballot, you must follow the procedures described below**:

   a. cast one vote to accept or reject the Combined Disclosure Statement and Plan by checking the appropriate box in Item 1;
   b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing; you may be required to submit satisfactory evidence of your authority to so act (*e.g.* a power of attorney or a certified copy of board resolutions authorizing you to so act);
   c. provide your name and mailing address on your Ballot;
   d. sign and date your Ballot, and provide the remaining information requested; and
   e. return your Ballot using the methods described below.

6. You can return your Ballot either by mail OR by using the online eBallot portal. **If you choose to submit your Ballot via the online eBallot portal, you should not submit your hard copy Ballot as well. Please choose only one method of return for your Ballot.**

7. If you prefer to return a hard copy of your Ballot, you may return it in the enclosed preaddressed, postage prepaid envelope or:

If by First Class Mail:	**If by Hand Delivery or Overnight Mail:**
Tonopah Solar Energy, LLC c/o Epiq Ballot Processing P.O. Box 4422 Beaverton, OR 97076-4422	Tonopah Solar Energy, LLC c/o Epiq Ballot Processing 10300 SW Allen Blvd. Beaverton, OR 97005

If you prefer to vote online, Ballots will only be accepted if properly completed through the online eBallot portal maintained by the Voting Agent at solar. **The Voting Agent will not accept Ballots by facsimile or e-mail.**

8. If you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims to make sure that your vote is counted for each Class of Claims in which you hold a Claim.

9. In the event that (i) the Debtor revokes or withdraws the Combined Disclosure Statement and Plan or (ii) the Confirmation Order is not entered or consummation of the Combined Disclosure Statement and Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

10. The Ballot may not be used for any purpose other than to vote to accept or reject the Plan.

11. The Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or an assertion or admission of a Claim.

12. The following Ballots shall not be counted in determining the acceptance or rejection of the Combined Disclosure Statement and Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (b) any Ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Combined Disclosure Statement and Plan, (c) any unsigned Ballot, and (d) any Ballot not marked to accept or reject the Combined Disclosure Statement and Plan, or marked both to accept and reject the Combined Disclosure Statement and Plan.

13. If a Ballot is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors. The method of delivery of the Ballot to the Voting Agent is at your election and risk.

14. There may be changes made to the Combined Disclosure Statement and Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

15. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY

SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTOR, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

16. PLEASE RETURN YOUR BALLOT PROMPTLY.

If you received a damaged Ballot, lost your Ballot, believe you were sent the wrong Ballot, or have any questions concerning the procedures for voting on the Combined Disclosure Statement and Plan, please contact the voting agent by email at Tonopah@epiqglobal.com with a reference to "Tonopah Solar" in the subject line.

PLEASE READ THE VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

Item 1. Class Vote. The undersigned, the holder of the Class 5 Former Manager Claim against the Debtor, hereby votes in the amount set forth below as follows (**check one box**):

☐ Accept the Combined Disclosure Statement and Plan

OR

☐ Reject the Combined Disclosure Statement and Plan.

Amount of Claim Voting[3] $ ____________________

Item 2. Third Party Release Opt-In Election. The Combined Disclosure Statement and Plan contains a series of releases that are a part of the overall transactions set forth in the Combined Disclosure Statement and Plan. In that respect, parties should be aware that, if the Combined Disclosure Statement and Plan is confirmed and the Effective Date occurs, certain parties will be getting releases and certain parties, including the Holders of the Claims entitled to vote on the Combined Plan or Disclosure Statement through this ballot who opt-in to such releases as provided for herein, will be giving releases as set forth in Section 8.3 of the Plan. For your convenience, excerpts of the release provisions are set forth below; however, you should carefully read the enclosed Combined Disclosure Statement and Plan with respect to the releases. **Importantly, if you opt-in to such releases you will be considered a "Released Party" for purposes of the Debtor Release. If the Plan is confirmed and consummated, and you have voted to reject and did not opt in, the size of your cash distribution under the confirmed Plan will not be affected.**

The Third-Party Release in Section 8.3 of the Combined Disclosure Statement and Plan provides that, among other things, consenting creditors will release current and former directors, managers, officers, limited partners, general partners, equity holders, stockholders, shareholders, members, attorneys, financial advisors, accountants, investment bankers, consultants, representatives, and any other professionals of the Debtor, in their respective capacities as such, from all direct claims relating to the Debtor.

If you do check the box below, you shall be deemed to have consented to the Third-Party Release in Section 8.3 of the Combined Disclosure Statement and Plan.

☐ The undersigned Claimant elects to opt-in to the Third-Party Releases set forth in Section 8.3 of the Combined Disclosure Statement and Plan.

Item 3. Important Information Regarding Other Injunctions and Releases. If the Court confirms the Combined Disclosure Statement and Plan and it becomes effective, you will be bound by the following injunction and exculpation provisions contained in Sections 8.4 and 8.6 of the

[3] For voting purposes only; not for distribution purposes.

Combined Disclosure Statement and Plan, regardless of whether you voted to accept or reject the Combined Disclosure Statement and Plan:

Selected Defined Terms in the Plan

"**Releasing Parties**" means collectively, and in each in case in its capacity as such: (a) the Debtor; (b) the Prepetition Lender; (c) the DIP Lender; (d) each Holder of a Claim or Interest that elects on its ballot or opt-in form to grant the voluntary release contained in Section 8.3 hereof by checking the opt-in box on the ballot or opt-in form, and returning it in accordance with the instructions set forth on the applicable form, indicating that they elect to grant the releases provided in the Plan; and (e) the Related Parties of the foregoing but only to the extent such Related Party would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (d). For the avoidance of doubt, CMB is not a Releasing Party.

"**Released Parties**" means collectively, and in each case in its capacity as such: (a) the Debtor; (b) the Wind-Down Debtor; (c) the Prepetition Lender; (d) the DIP Lender; (e) ACSIA; (f) each Releasing Party; (g) with respect to each of the foregoing Entities in clauses (a) through (e), the Related Parties of such Entities; and (h) each Holder of a Claim or Interest that (i) elects on its ballot or opt-in form to grant the voluntary release contained in Section 8.3 hereof by checking the opt-in box on the ballot or opt-in form, and returning it in accordance with the instructions set forth on the applicable form, indicating that they elect to grant the releases provided in the Plan and (ii) does not object to confirmation of the Plan; provided, however, that notwithstanding the foregoing, no Released Party shall receive a release from any Retained Actions expressly identified in the schedule of Retained Actions. For the avoidance of doubt, CMB is not a Released Party.

"**Related Parties**" means, with respect to any Person or Entity, such Person's or Entity's current and former directors, managers, officers (provided, that a former director, manager, and/or officer will only be a Related Party if such director, manager, or officer served in such capacity as of the Petition Date), limited partners, general partners, equity holders, stockholders, shareholders, members, affiliates, attorneys, financial advisors, accountants, investment bankers, consultants, representatives, and any other professionals serving such Person or Entity, provided that Related Parties shall not include any Person or Entity included in a more specific definition.

"**Exculpated Parties**" means, each in their respective capacities as such, (a) the Debtor; and (b) the Related Parties of the Debtor to the extent such Person or Entity is a fiduciary of the Estate (including, without limitation, each of its current and former officers and managers (provided, that a former officer and/or manager will only be an Exculpated Party if such officer or manager served in such capacity as of the Petition Date), principals, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and all other retained Professionals, of the Debtor or the Plan Administrator).

"**1125(e) Parties**" means collectively, and in each case in its capacity as such, the Debtor and the Related Parties of the Debtor.

<u>Selected Provisions of the Plan</u>

Section 8.2—Releases by the Debtor

Effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Debtor and the Wind-Down Debtor, each on its own behalf and as a representative of the Estate, will, and will be deemed to, completely and forever release, waive, void, extinguish and discharge unconditionally, each and all of the Released Parties of and from any and all Claims, Causes of Action, obligations, suits, judgments, damages, debts, rights, remedies and liabilities of any nature whatsoever, whether liquidated or unliquidated, fixed or Contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are or may be based in whole or part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtor (including the management, ownership, or operation thereof, including as such entities existed prior to or after the Petition Date), the Investigation, the Chapter 11 Case, negotiation, preparation, filing, and consummation of the Wind-Down, Sale Transaction(s), if any, and the DIP Facility, the marketing and sale process related to the Sale Transaction(s), if any, the negotiation, preparation, dissemination, solicitation, and filing of this Combined Disclosure Statement and Plan, the DIP Loan Documents, the filing of the Chapter 11 Case, the settlement of Claims or renegotiation of Executory Contracts or Leases, the pursuit of confirmation of this Combined Disclosure Statement and Plan, the consummation of this Combined Disclosure Statement and Plan, or the administration of this Combined Disclosure Statement and Plan or the property to be Distributed under this Combined Disclosure Statement and Plan, the Wind-Down, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date (including before the Petition Date) related or relating to the foregoing, that may be asserted by or on behalf of the Debtor or its Estate, against any of the Released Parties; *provided* that any right to enforce the Purchase Agreement(s), if any, the Plan, and Confirmation Order is not so released.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, will constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Wind-Down and Sale Transaction(s), if any, and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtor and all holders of Claims and Interests; (d) fair, equitable, and reasonable; (4) given and made after due notice and opportunity for hearing; and (5) a bar to the Debtor or Wind-Down Debtor, or the Debtor's Estate asserting any Claim or Cause of Action released pursuant to the Debtor Release. For the avoidance of doubt, CMB is not being released or being given a release under this section.

Section 8.3—Third-Party Release

Effective as of the Effective Date, for good and valuable consideration, including the obligations of the Debtor under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, the adequacy of which is hereby confirmed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Releasing Parties will be deemed to, completely, conclusively, absolutely, unconditionally, irrevocably, and forever, release, waive, void and extinguish each Debtor, Wind-Down Debtor, and Released Party from any claim, Claim, Cause of Action, obligation, suit, judgment, damages, debt, right, remedy or liability whatsoever (including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtor and its Estate), whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, for any act or omission in connection with, relating to, or arising out of the Debtor (including the management, ownership, or operation thereof, including as such entities existed prior to or after the Petition Date), the Investigation, the Chapter 11 Case, negotiation, preparation, filing, and consummation of the Wind-Down, the Sale Transaction(s), and the DIP Facility, if any, the marketing and sale process related to the Sale Transaction(s), if any, the negotiation, preparation, dissemination, solicitation, and filing of this Combined Disclosure Statement and Plan and the DIP Loan Documents, the filing of the Chapter 11 Case, the settlement of Claims or renegotiation of Executory Contracts or Leases, the pursuit of confirmation of this Combined Disclosure Statement and Plan, the consummation of this Combined Disclosure Statement and Plan, or the administration of this Combined Disclosure Statement and Plan or the property to be Distributed under this Combined Disclosure Statement and Plan, the Wind-Down, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date (including before the Petition Date) related or relating to the foregoing; *provided* that any right to enforce the Purchase Agreement(s), if any, the Plan, and Confirmation Order is not so released; *provided further, however*, that notwithstanding anything to the contrary herein, the provisions of this Section 8.3 will not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the holder of such Claim and the Plan Administrator or the Debtor, at which time this Section 8.3 will apply in all respects as to the applicable unimpaired Claim.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Section 8.3 hereof, which includes by reference each of the related provisions and definitions contained in this Plan, and further, will constitute the Bankruptcy Court's finding that each release described in Section 8.3 is: (1) by virtue of the opt-in procedure, fully consensual; (2) in exchange for the good and valuable consideration provided by the Released Parties; (3) a good-faith settlement and compromise of claims released; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property, released pursuant to the releases described herein. For the avoidance of doubt, CMB is not being released or giving a release under this section.

Section 8.5—Exculpation

Notwithstanding anything to the contrary herein, effective as of the Effective Date, the Exculpated Parties will neither have nor incur, and each Exculpated Party is released and exculpated from, any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date (including prior to the Petition Date) for any act taken or omitted to be taken in connection with, or related to, preparing and filing the Chapter 11 Case, or formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the confirmation or consummation of the Sale Transaction or the Plan, the Disclosure Statement, or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with the Chapter 11 Case, the Investigation, the Disclosure Statement, consummation of the Wind-Down, the Sale Transaction(s), if any, or confirmation or consummation of the Plan, except for actions determined by Final Order to have constituted actual fraud or gross negligence, but in all respects such Entities will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon consummation of the Plan will be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Section 8.5—No Liability Pursuant to Section 1125(e) of the Bankruptcy Code

Without in any way limiting the releases and exculpation set forth in Sections 8.2, 8.4, or 8.4, to the fullest extent permitted by section 1125(e) of the Bankruptcy Code, each of the 1125(e) Parties is hereby entitled to all of the protections and benefits afforded by section 1125(e) of the Bankruptcy Code in connection with such party's solicitation and participation in relation to the Plan.

Section 8.6—Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold or may hold Claims against or Interests in the Debtor that have been released, satisfied, or are subject to exculpation are permanently enjoined, from and after the Effective Date from taking any of the following actions against, as applicable, the Debtor, the Wind-Down Debtor, the Exculpated Parties, the Released Parties, the 1125(e) Parties, or the Plan Administrator, or the property to be distributed under this Plan: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) on account of or in connection with or with respect to any such Claim or Interest; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order on account of or in connection with or with respect to

any such Claim or Interest; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind on account of or in connection with or with respect to any such Claim or Interest; (iv) asserting any right of setoff, directly or indirectly, on account of or in connection with or with respect to any such Claim or Interest, except as contemplated or allowed by this Plan, the Sale Order [D.I. 184], or pursuant to a timely filed Proof of Claim (for the avoidance of doubt, nothing herein shall enjoin or otherwise prohibit any Governmental Unit from filing Proof(s) of Claim by the Governmental Bar Date); and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their Related Parties will be enjoined from taking any actions to interfere with the implementation or consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions, treatment, or reinstatement of such Claim or Interest, as applicable, pursuant to the Plan will be deemed to have consented to the injunction provisions set forth in Section 8.6 hereof. For the avoidance of doubt, the injunction provided for in this section does not affect CMB or any CMB litigation. Notwithstanding anything herein to the contrary, pursuant to section 1141(d)(3) of the Bankruptcy Code, the Debtor shall not receive a discharge.

Item 4. **Certification as to Claims Held in Additional Accounts**. The undersigned hereby certifies that either (i) it has not submitted any other Ballots on account of the Class 6 General Unsecured Claim held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Combined Plan and Disclosure Statement.

Item 5. **Acknowledgements and Certification.** By signing this Ballot, the undersigned acknowledges that: (a) it has been provided with a copy of the Combined Disclosure Statement and Plan, including all exhibits thereto; (b) the Debtor's solicitation of votes is subject to all terms and conditions set forth in the Combined Disclosure Statement and Plan, the Interim Approval and Procedures Order, and the procedures for the solicitation and tabulation of votes to accept or reject the Combined Disclosure Statement and Plan attached to the Interim Approval and Procedures Order as **Exhibit 1** thereto; (c) it is the holder of the Class 5 Claim identified in Item 1 above as of May 5, 2026; (d) it has made a knowing, voluntary, and informed election, after an adequate opportunity to consult with counsel, regarding the releases contemplated under the Plan; and/or (e) it has full power and authority to vote to accept or reject the Combined Disclosure Statement and Plan and exercise elections with respect thereto. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Combined Disclosure Statement and Plan, this Ballot will not be counted.

____
Name of Creditor

____
Signature

If by Authorized Agent:

____
Name and Title

____
Address

____
Telephone Number

____
E-mail Address

____
Date Completed

PLEASE PROMPTLY RETURN YOUR COMPLETED BALLOT.

Ballots may be submitted via the eBallot portal, or in the return envelope provided, or as directed in the instructions. If you have any questions about this Ballot or the voting instructions please contact the Voting Agent at Tonopah@epiqglobal.com, with a reference to Tonopah Solar in the subject line.

EXHIBIT 4-C

Class 7 Ballot

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. Nos. 229, 230, [•]**

CLASS 7 BALLOT TO ACCEPT OR REJECT THE DEBTOR'S
COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN

PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.

THIS BALLOT IS TO BE USED BY HOLDERS OF THE CLASS 7 GENERAL UNSECURED CONVENIENCE CLASS CLAIMS. TO BE COUNTED, YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT BY JUNE 15, 2026, AT 4:00 P.M. (PT) (THE "VOTING DEADLINE"), UNLESS EXTENDED IN THE SOLE DISCRETION OF THE DEBTOR, IT WILL NOT BE COUNTED.

YOU MAY (I) VOTE ON ACCEPTANCE OF THE PLAN AND (II) EXERCISE RIGHTS WITH RESPECT TO THE THIRD-PARTY RELEASE ON PAGE SIX OF THIS BALLOT, AS DESCRIBED BELOW.

IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

If you have any questions regarding this ballot, the voting procedures, or any of the solicitation materials you have received, or you need to obtain additional solicitation materials, please contact Epiq Corporate Restructuring, LLC, the Debtor's voting agent (the "Voting Agent") in this chapter 11 case by accessing the chapter 11 case website at https://dm.epiq11.com/tonopahsolar.

[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.

On April 13, 2026, the above-captioned debtor and debtor in possession (the "Debtor") filed the *Combined Disclosure Statement and Chapter 11 Plan* [D.I. 229, 230] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the "Combined Disclosure Statement and Plan"). The Combined Disclosure Statement and Plan contains information explaining the Debtor's Combined Disclosure Statement and Plan and has been approved on an interim basis by order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") [D.I. [•]] (the "Interim Approval and Procedures Order").[2] Bankruptcy Court approval of the Combined Disclosure Statement and Plan does not mean that the Bankruptcy Court has confirmed the Debtor's Combined Disclosure Statement and Plan.

This ballot (the "Ballot") is provided to you to solicit your vote to accept or reject the Combined Disclosure Statement and Plan because the records maintained by the Debtor indicate that you are a holder of a **Class 7 General Unsecured Convenience Class Claim** as of **May 5, 2026** (the "Voting Record Date") and, accordingly you may have a right to vote to accept or reject the Combined Disclosure Statement and Plan. If you hold claims in more than one class, you will receive a separate Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such Class.

Please use this Ballot to cast your vote to accept or reject the Combined Disclosure Statement and Plan. This Ballot may not be used for any purpose other than to vote to accept or reject the Combined Disclosure Statement and Plan and/or to opt in to the Third-Party Release.

Your receipt of this Ballot does not signify that your Claims(s) has been or will be allowed. The Debtor reserve all rights to dispute such Claim(s).

You should carefully review the Combined Disclosure Statement and Plan and the Interim Approval and Procedures Order before you vote. You may wish to seek legal advice concerning the Combined Disclosure Statement and Plan and the classification and treatment of your claim(s) under the Combined Disclosure Statement and Plan.

The Debtor has commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Combined Disclosure Statement and Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by at least one impaired Class of creditors and if the Combined Disclosure Statement and Plan otherwise satisfies the applicable requirements of sections 1129(a) and (if not accepted by all Classes of creditors) 1129(b) of the Bankruptcy Code. A class of claims will have voted to accept the plan only if two-thirds in amount and a majority in number of creditors actually voting cast its ballots in favor of acceptance. **If the Bankruptcy Court confirms the Combined Disclosure Statement and Plan, it will be binding on you whether or not you vote.**

Additional copies of the Interim Approval and Procedures Order and the Combined Disclosure Statement and Plan are available free of charge from the website maintained by the Voting Agent at https://dm.epiq11.com/tonopahsolar or by email at Tonopah@epiqglobal.com with a reference to "Tonopah Solar" in the subject line. If you have any questions on how to properly complete

[2] Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Combined Disclosure Statement and Plan or the Interim Approval and Procedures Order, as applicable.

this Ballot, please contact the Voting Agent. Please be advised that the Voting Agent cannot provide legal advice.

The Voting Deadline is June 15, 2026, at 4:00 p.m. (PT)

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY BY *ONLY ONE* OF THE FOLLOWING METHODS:

IN THE ENCLOSED REPLY ENVELOPE PROVIDED, OR VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY, OR BY ELECTRONIC ONLINE SUBMISSION.

If by First Class Mail:	**If by Hand Delivery or Overnight Mail:**
Tonopah Solar Energy, LLC c/o Epiq Ballot Processing P.O. Box 4422 Beaverton, OR 97076-4422	Tonopah Solar Energy, LLC c/o Epiq Ballot Processing 10300 SW Allen Blvd. Beaverton, OR 97005

If you would like to coordinate hand delivery of your Ballot, please email Tonopah@epiqglobal.com, with a reference to Tonopah Solar in the subject line, and provide the anticipated date and time of your delivery.

By electronic online submission:

To submit your Ballot via the Voting Agent's online portal, visit https://dm.epiq11.com/tonopahsolar and under the Case Actions section of the website, click on "E-Ballot" and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following E-Ballot ID# to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: ______________________________

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

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. **Holders who cast a Ballot using Voting Agent's online portal should NOT also submit a paper Ballot.**

VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT FOR HOLDERS OF CLASS 7 GENERAL UNSECURED CONVENIENCE CLASS CLAIMS

1. This Ballot is submitted to you to solicit your vote to accept or reject the Combined Disclosure Statement and Plan. **Please read the Combined Disclosure Statement and Plan carefully before completing this Ballot.**

2. The Combined Disclosure Statement and Plan will be accepted by Class 7 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 7 that actually vote on the Combined Disclosure Statement and Plan. In the event that Class 7 rejects the Combined Disclosure Statement and Plan, the Bankruptcy Court may nevertheless confirm the Combined Disclosure Statement and Plan and thereby make it binding on you if the Bankruptcy Court finds that the Combined Disclosure Statement and Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 7 and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

3. If the Combined Disclosure Statement and Plan is confirmed by the Bankruptcy Court even though not all Classes of Claims have voted to accept it, all holders of Claims against and Interests in the Debtor will be bound by the confirmed Combined Disclosure Statement and Plan and the transactions contemplated thereby.

4. Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent on or before **June 15, 2026, at 4:00 p.m. (PT)**, which is the Voting Deadline, unless such time is extended in writing by the Debtor.

5. **To properly complete this Ballot, you must follow the procedures described below**:

   a. cast one vote to accept or reject the Combined Disclosure Statement and Plan by checking the appropriate box in Item 1;
   b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing; you may be required to submit satisfactory evidence of your authority to so act (*e.g.* a power of attorney or a certified copy of board resolutions authorizing you to so act);
   c. provide your name and mailing address on your Ballot;
   d. sign and date your Ballot, and provide the remaining information requested; and
   e. return your Ballot using the methods described below.

6. You can return your Ballot either by mail OR by using the online eBallot portal. **If you choose to submit your Ballot via the online eBallot portal, you should not submit your hard copy Ballot as well. Please choose only one method of return for your Ballot.**

7. If you prefer to return a hard copy of your Ballot, you may return it in the enclosed preaddressed, postage prepaid envelope or:

If by First Class Mail:	If by Hand Delivery or Overnight Mail:
Tonopah Solar Energy, LLC c/o Epiq Ballot Processing P.O. Box 4422 Beaverton, OR 97076-4422	Tonopah Solar Energy, LLC c/o Epiq Ballot Processing 10300 SW Allen Blvd. Beaverton, OR 97005

If you prefer to vote online, Ballots will only be accepted if properly completed through the online eBallot portal maintained by the Voting Agent at solar. **The Voting Agent will not accept Ballots by facsimile or e-mail.**

8. If you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims to make sure that your vote is counted for each Class of Claims in which you hold a Claim.

9. In the event that (i) the Debtor revokes or withdraws the Combined Disclosure Statement and Plan or (ii) the Confirmation Order is not entered or consummation of the Combined Disclosure Statement and Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

10. The Ballot may not be used for any purpose other than to vote to accept or reject the Plan.

11. The Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or an assertion or admission of a Claim.

12. The following Ballots shall not be counted in determining the acceptance or rejection of the Combined Disclosure Statement and Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (b) any Ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Combined Disclosure Statement and Plan, (c) any unsigned Ballot, and (d) any Ballot not marked to accept or reject the Combined Disclosure Statement and Plan, or marked both to accept and reject the Combined Disclosure Statement and Plan.

13. If a Ballot is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors. The method of delivery of the Ballot to the Voting Agent is at your election and risk.

14. There may be changes made to the Combined Disclosure Statement and Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

15. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY

SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTOR, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

16. PLEASE RETURN YOUR BALLOT PROMPTLY.

If you received a damaged Ballot, lost your Ballot, believe you were sent the wrong Ballot, or have any questions concerning the procedures for voting on the Combined Disclosure Statement and Plan, please contact the voting agent by email at Tonopah@epiqglobal.com with a reference to "Tonopah Solar" in the subject line.

PLEASE READ THE VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

Item 1. Class Vote. The undersigned, the holder of the Class 7 General Unsecured Convenience Class Claims against the Debtor, hereby votes in the amount set forth below as follows (**check one box**):

☐ Accept the Combined Disclosure Statement and Plan

OR

☐ Reject the Combined Disclosure Statement and Plan.

Amount of Claim Voting[3] $ ____________________

Item 2. Third Party Release Opt-In Election. The Combined Disclosure Statement and Plan contains a series of releases that are a part of the overall transactions set forth in the Combined Disclosure Statement and Plan. In that respect, parties should be aware that, if the Combined Disclosure Statement and Plan is confirmed and the Effective Date occurs, certain parties will be getting releases and certain parties, including the Holders of the Claims entitled to vote on the Combined Plan or Disclosure Statement through this ballot who opt-in to such releases as provided for herein, will be giving releases as set forth in Section 8.3 of the Plan. For your convenience, excerpts of the release provisions are set forth below; however, you should carefully read the enclosed Combined Disclosure Statement and Plan with respect to the releases. **Importantly, if you opt-in to such releases you will be considered a "Released Party" for purposes of the Debtor Release. If the Plan is confirmed and consummated, and you have voted to reject and did not opt in, the size of your cash distribution under the confirmed Plan will not be affected.**

The Third-Party Release in Section 8.3 of the Combined Disclosure Statement and Plan provides that, among other things, consenting creditors will release current and former directors, managers, officers, limited partners, general partners, equity holders, stockholders, shareholders, members, attorneys, financial advisors, accountants, investment bankers, consultants, representatives, and any other professionals of the Debtor, in their respective capacities as such, from all direct claims relating to the Debtor.

If you do check the box below, you shall be deemed to have consented to the Third-Party Release in Section 8.3 of the Combined Disclosure Statement and Plan.

☐ The undersigned Claimant elects to opt-in to the Third-Party Releases set forth in Section 8.3 of the Combined Disclosure Statement and Plan.

Item 3. Important Information Regarding Other Injunctions and Releases. If the Court confirms the Combined Disclosure Statement and Plan and it becomes effective, you will be bound

[3] For voting purposes only; not for distribution purposes.

by the following injunction and exculpation provisions contained in Sections 8.4 and 8.6 of the Combined Disclosure Statement and Plan, regardless of whether you voted to accept or reject the Combined Disclosure Statement and Plan:

Selected Defined Terms in the Plan

"**Releasing Parties**" means collectively, and in each in case in its capacity as such: (a) the Debtor; (b) the Prepetition Lender; (c) the DIP Lender; (d) each Holder of a Claim or Interest that elects on its ballot or opt-in form to grant the voluntary release contained in Section 8.3 hereof by checking the opt-in box on the ballot or opt-in form, and returning it in accordance with the instructions set forth on the applicable form, indicating that they elect to grant the releases provided in the Plan; and (e) the Related Parties of the foregoing but only to the extent such Related Party would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (d). For the avoidance of doubt, CMB is not a Releasing Party.

"**Released Parties**" means collectively, and in each case in its capacity as such: (a) the Debtor; (b) the Wind-Down Debtor; (c) the Prepetition Lender; (d) the DIP Lender; (e) ACSIA; (f) each Releasing Party; (g) with respect to each of the foregoing Entities in clauses (a) through (e), the Related Parties of such Entities; and (h) each Holder of a Claim or Interest that (i) elects on its ballot or opt-in form to grant the voluntary release contained in Section 8.3 hereof by checking the opt-in box on the ballot or opt-in form, and returning it in accordance with the instructions set forth on the applicable form, indicating that they elect to grant the releases provided in the Plan and (ii) does not object to confirmation of the Plan; provided, however, that notwithstanding the foregoing, no Released Party shall receive a release from any Retained Actions expressly identified in the schedule of Retained Actions. For the avoidance of doubt, CMB is not a Released Party.

"**Related Parties**" means, with respect to any Person or Entity, such Person's or Entity's current and former directors, managers, officers (provided, that a former director, manager, and/or officer will only be a Related Party if such director, manager, or officer served in such capacity as of the Petition Date), limited partners, general partners, equity holders, stockholders, shareholders, members, affiliates, attorneys, financial advisors, accountants, investment bankers, consultants, representatives, and any other professionals serving such Person or Entity, provided that Related Parties shall not include any Person or Entity included in a more specific definition.

"**Exculpated Parties**" means, each in their respective capacities as such, (a) the Debtor; and (b) the Related Parties of the Debtor to the extent such Person or Entity is a fiduciary of the Estate (including, without limitation, each of its current and former officers and managers (provided, that a former officer and/or manager will only be an Exculpated Party if such officer or manager served in such capacity as of the Petition Date), principals, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and all other retained Professionals, of the Debtor or the Plan Administrator).

"**1125(e) Parties**" means collectively, and in each case in its capacity as such, the Debtor and the Related Parties of the Debtor.

<u>Selected Provisions of the Plan</u>

Section 8.2—Releases by the Debtor

Effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Debtor and the Wind-Down Debtor, each on its own behalf and as a representative of the Estate, will, and will be deemed to, completely and forever release, waive, void, extinguish and discharge unconditionally, each and all of the Released Parties of and from any and all Claims, Causes of Action, obligations, suits, judgments, damages, debts, rights, remedies and liabilities of any nature whatsoever, whether liquidated or unliquidated, fixed or Contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are or may be based in whole or part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtor (including the management, ownership, or operation thereof, including as such entities existed prior to or after the Petition Date), the Investigation, the Chapter 11 Case, negotiation, preparation, filing, and consummation of the Wind-Down, Sale Transaction(s), if any, and the DIP Facility, the marketing and sale process related to the Sale Transaction(s), if any, the negotiation, preparation, dissemination, solicitation, and filing of this Combined Disclosure Statement and Plan, the DIP Loan Documents, the filing of the Chapter 11 Case, the settlement of Claims or renegotiation of Executory Contracts or Leases, the pursuit of confirmation of this Combined Disclosure Statement and Plan, the consummation of this Combined Disclosure Statement and Plan, or the administration of this Combined Disclosure Statement and Plan or the property to be Distributed under this Combined Disclosure Statement and Plan, the Wind-Down, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date (including before the Petition Date) related or relating to the foregoing, that may be asserted by or on behalf of the Debtor or its Estate, against any of the Released Parties; *provided* that any right to enforce the Purchase Agreement(s), if any, the Plan, and Confirmation Order is not so released.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, will constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Wind-Down and Sale Transaction(s), if any, and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtor and all holders of Claims and Interests; (d) fair, equitable, and reasonable; (4) given and made after due notice and opportunity for hearing; and (5) a bar to the Debtor or Wind-Down Debtor, or the Debtor's Estate asserting any Claim or Cause of Action released pursuant to the Debtor Release. For the avoidance of doubt, CMB is not being released or being given a release under this section.

Section 8.3—Third-Party Release

Effective as of the Effective Date, for good and valuable consideration, including the obligations of the Debtor under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, the adequacy of which is hereby confirmed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Releasing Parties will be deemed to, completely, conclusively, absolutely, unconditionally, irrevocably, and forever, release, waive, void and extinguish each Debtor, Wind-Down Debtor, and Released Party from any claim, Claim, Cause of Action, obligation, suit, judgment, damages, debt, right, remedy or liability whatsoever (including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtor and its Estate), whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, for any act or omission in connection with, relating to, or arising out of the Debtor (including the management, ownership, or operation thereof, including as such entities existed prior to or after the Petition Date), the Investigation, the Chapter 11 Case, negotiation, preparation, filing, and consummation of the Wind-Down, the Sale Transaction(s), and the DIP Facility, if any, the marketing and sale process related to the Sale Transaction(s), if any, the negotiation, preparation, dissemination, solicitation, and filing of this Combined Disclosure Statement and Plan and the DIP Loan Documents, the filing of the Chapter 11 Case, the settlement of Claims or renegotiation of Executory Contracts or Leases, the pursuit of confirmation of this Combined Disclosure Statement and Plan, the consummation of this Combined Disclosure Statement and Plan, or the administration of this Combined Disclosure Statement and Plan or the property to be Distributed under this Combined Disclosure Statement and Plan, the Wind-Down, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date (including before the Petition Date) related or relating to the foregoing; *provided* that any right to enforce the Purchase Agreement(s), if any, the Plan, and Confirmation Order is not so released; *provided further, however*, that notwithstanding anything to the contrary herein, the provisions of this Section 8.3 will not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the holder of such Claim and the Plan Administrator or the Debtor, at which time this Section 8.3 will apply in all respects as to the applicable unimpaired Claim.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Section 8.3 hereof, which includes by reference each of the related provisions and definitions contained in this Plan, and further, will constitute the Bankruptcy Court's finding that each release described in Section 8.4 is: (1) by virtue of the opt-in procedure, fully consensual; (2) in exchange for the good and valuable consideration provided by the Released Parties; (3) a good-faith settlement and compromise of claims released; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property, released pursuant to the releases described herein. For the avoidance of doubt, CMB is not being released or giving a release under this section.

Section 8.4—Exculpation

Notwithstanding anything to the contrary herein, effective as of the Effective Date, the Exculpated Parties will neither have nor incur, and each Exculpated Party is released and exculpated from, any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date (including prior to the Petition Date) for any act taken or omitted to be taken in connection with, or related to, preparing and filing the Chapter 11 Case, or formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the confirmation or consummation of the Sale Transaction or the Plan, the Disclosure Statement, or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with the Chapter 11 Case, the Investigation, the Disclosure Statement, consummation of the Wind-Down, the Sale Transaction(s), if any, or confirmation or consummation of the Plan, except for actions determined by Final Order to have constituted actual fraud or gross negligence, but in all respects such Entities will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon consummation of the Plan will be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Section 8.5—No Liability Pursuant to Section 1125(e) of the Bankruptcy Code

Without in any way limiting the releases and exculpation set forth in Sections 8.3, 8.4, or 8.5, to the fullest extent permitted by section 1125(e) of the Bankruptcy Code, each of the 1125(e) Parties is hereby entitled to all of the protections and benefits afforded by section 1125(e) of the Bankruptcy Code in connection with such party's solicitation and participation in relation to the Plan.

Section 8.6—Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold or may hold Claims against or Interests in the Debtor that have been released, satisfied, or are subject to exculpation are permanently enjoined, from and after the Effective Date from taking any of the following actions against, as applicable, the Debtor, the Wind-Down Debtor, the Exculpated Parties, the Released Parties, the 1125(e) Parties, or the Plan Administrator, or the property to be distributed under this Plan: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) on account of or in connection with or with respect to any such Claim or Interest; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order on account of or in connection with or with respect to

any such Claim or Interest; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind on account of or in connection with or with respect to any such Claim or Interest; (iv) asserting any right of setoff, directly or indirectly, on account of or in connection with or with respect to any such Claim or Interest, except as contemplated or allowed by this Plan, the Sale Order [D.I. 184], or pursuant to a timely filed Proof of Claim (for the avoidance of doubt, nothing herein shall enjoin or otherwise prohibit any Governmental Unit from filing Proof(s) of Claim by the Governmental Bar Date); and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their Related Parties will be enjoined from taking any actions to interfere with the implementation or consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions, treatment, or reinstatement of such Claim or Interest, as applicable, pursuant to the Plan will be deemed to have consented to the injunction provisions set forth in Section 8.6 hereof. For the avoidance of doubt, the injunction provided for in this section does not affect CMB or any CMB litigation. Notwithstanding anything herein to the contrary, pursuant to section 1141(d)(3) of the Bankruptcy Code, the Debtor shall not receive a discharge.

Item 4. **Certification as to Claims Held in Additional Accounts**. The undersigned hereby certifies that either (i) it has not submitted any other Ballots on account of the Class 7 General Unsecured Convenience Class Claim held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Combined Plan and Disclosure Statement.

Item 5. **Acknowledgements and Certification.** By signing this Ballot, the undersigned acknowledges that: (a) it has been provided with a copy of the Combined Disclosure Statement and Plan, including all exhibits thereto; (b) the Debtor's solicitation of votes is subject to all terms and conditions set forth in the Combined Disclosure Statement and Plan, the Interim Approval and Procedures Order, and the procedures for the solicitation and tabulation of votes to accept or reject the Combined Disclosure Statement and Plan attached to the Interim Approval and Procedures Order as **Exhibit 1** thereto; (c) it is the holder of the Class 7 Claim identified in Item 1 above as of May 5, 2026; (d) it has made a knowing, voluntary, and informed election, after an adequate opportunity to consult with counsel, regarding the releases contemplated under the Plan; and/or (e) it has full power and authority to vote to accept or reject the Combined Disclosure Statement and Plan and exercise elections with respect thereto. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Combined Disclosure Statement and Plan, this Ballot will not be counted.

____
Name of Creditor

____
Signature

If by Authorized Agent:

____
Name and Title

____
Address

____
Telephone Number

____
E-mail Address

____
Date Completed

PLEASE PROMPTLY RETURN YOUR COMPLETED BALLOT.

Ballots may be submitted via the eBallot portal, or in the return envelope provided, or as directed in the instructions. If you have any questions about this Ballot or the voting instructions please contact the Voting Agent at Tonopah@epiqglobal.com, with a reference to Tonopah Solar in the subject line.

EXHIBIT 5

Plan Summary

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. Nos. 229, 230, [•]**

Summary of Certain Plan Treatment and Release Provisions[2]

The following chart summarizes the treatment provided under the Plan to each class of Claims and Interests:

Class	Status / Voting	Projected Amount of Claims / Interests	Projected Recovery
Class 1 Other Secured Claims	Unimpaired Not entitled to vote Deemed to accept Plan	$0	N/A
Class 2 Other Priority Claims	Unimpaired Not entitled to vote Deemed to accept Plan	$0	N/A
Class 3 Prepetition Lender Claim	Impaired Entitled to vote	$184,334,271	Undetermined
Class 4 CMB Secured Claims	Unimpaired Not entitled to vote Deemed to accept Plan	$0	N/A

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

[2] The statements contained herein constitute a summary of the treatment of claims and the releases contained in the Combined Disclosure Statement and Plan and do not purport to be precise or complete statements of all the terms and provisions of the Combined Disclosure Statement and Plan and any related documents. For a more detailed description of the Plan, please refer to the Combined Disclosure Statement and Plan. Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Combined Disclosure Statement and Plan.

Class	Status / Voting	Projected Amount of Claims / Interests	Projected Recovery
Class 5 Former Manager Claims	Impaired Entitled to vote	$1,875,000	Other
Class 6 General Unsecured Claims	Impaired Deemed to reject Not entitled to vote	$0	N/A
Class 7 General Unsecured Convenience Class Claims	Impaired Entitled to vote	$9,012.33	83.2%
Class 8 TSE Interests	Impaired Deemed to reject Not entitled to vote	N/A	N/A

Release, Exculpation, and Injunction Provisions in the Plan

Section 8.2—Releases by the Debtor

Effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Debtor and the Wind-Down Debtor, each on its own behalf and as a representative of the Estate, will, and will be deemed to, completely and forever release, waive, void, extinguish and discharge unconditionally, each and all of the Released Parties of and from any and all Claims, Causes of Action, obligations, suits, judgments, damages, debts, rights, remedies and liabilities of any nature whatsoever, whether liquidated or unliquidated, fixed or Contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are or may be based in whole or part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtor (including the management, ownership, or operation thereof, including as such entities existed prior to or after the Petition Date), the Investigation, the Chapter 11 Case, negotiation, preparation, filing, and consummation of the Wind-Down, Sale Transaction(s), if any, and the DIP Facility, the marketing and sale process related to the Sale Transaction(s), if any, the negotiation, preparation, dissemination, solicitation, and filing of this Combined Disclosure Statement and Plan, the DIP Loan Documents, the filing of the Chapter 11 Case, the settlement of Claims or renegotiation of Executory Contracts or Leases, the pursuit of confirmation of this Combined Disclosure Statement and Plan, the consummation of this Combined Disclosure Statement and Plan, or

the administration of this Combined Disclosure Statement and Plan or the property to be Distributed under this Combined Disclosure Statement and Plan, the Wind-Down, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date (including before the Petition Date) related or relating to the foregoing, that may be asserted by or on behalf of the Debtor or its Estate, against any of the Released Parties; *provided* that any right to enforce the Purchase Agreement(s), if any, the Plan, and Confirmation Order is not so released.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, will constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Wind-Down and Sale Transaction(s), if any, and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtor and all holders of Claims and Interests; (d) fair, equitable, and reasonable; (4) given and made after due notice and opportunity for hearing; and (5) a bar to the Debtor or Wind-Down Debtor, or the Debtor's Estate asserting any Claim or Cause of Action released pursuant to the Debtor Release. For the avoidance of doubt, CMB is not being released or being given a release under this section.

Section 8.3—Third-Party Release

Effective as of the Effective Date, for good and valuable consideration, including the obligations of the Debtor under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, the adequacy of which is hereby confirmed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Releasing Parties will be deemed to, completely, conclusively, absolutely, unconditionally, irrevocably, and forever, release, waive, void and extinguish each Debtor, Wind-Down Debtor, and Released Party from any claim, Claim, Cause of Action, obligation, suit, judgment, damages, debt, right, remedy or liability whatsoever (including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtor and its Estate), whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, for any act or omission in connection with, relating to, or arising out of the Debtor (including the management, ownership, or operation thereof, including as such entities existed prior to or after the Petition Date), the Investigation, the Chapter 11 Case, negotiation, preparation, filing, and consummation of the Wind-Down, the Sale Transaction(s), and the DIP Facility, if any, the marketing and sale process related to the Sale Transaction(s), if any, the negotiation, preparation, dissemination, solicitation, and filing of this Combined Disclosure Statement and Plan and the DIP Loan Documents, the filing of the Chapter 11 Case, the settlement of Claims or renegotiation of Executory Contracts or Leases, the pursuit of confirmation of this Combined Disclosure Statement and Plan, the consummation of this Combined Disclosure Statement and Plan, or the administration of this Combined Disclosure Statement and Plan or the property to be Distributed under this Combined Disclosure Statement and Plan, the Wind-Down, or upon any other act or omission, transaction, agreement, event or other

occurrence taking place on or before the Effective Date (including before the Petition Date) related or relating to the foregoing; *provided* that any right to enforce the Purchase Agreement(s), if any, the Plan, and Confirmation Order is not so released; *provided further, however*, that notwithstanding anything to the contrary herein, the provisions of this Section 8.3 will not apply with respect to any unimpaired Claim until such unimpaired Claim has been paid in full in the Allowed amount of such Claim determined in accordance with applicable law, or on terms agreed to between the holder of such Claim and the Plan Administrator or the Debtor, at which time this Section 8.3 will apply in all respects as to the applicable unimpaired Claim.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Section 8.3 hereof, which includes by reference each of the related provisions and definitions contained in this Plan, and further, will constitute the Bankruptcy Court's finding that each release described in Section 8.3 is: (1) by virtue of the opt-in procedure, fully consensual; (2) in exchange for the good and valuable consideration provided by the Released Parties; (3) a good-faith settlement and compromise of claims released; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property, released pursuant to the releases described herein. For the avoidance of doubt, CMB is not being released or giving a release under this section.

Section 8.4—Exculpation

Notwithstanding anything to the contrary herein, effective as of the Effective Date, the Exculpated Parties will neither have nor incur, and each Exculpated Party is released and exculpated from, any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date (including prior to the Petition Date) for any act taken or omitted to be taken in connection with, or related to, preparing and filing the Chapter 11 Case, or formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the confirmation or consummation of the Sale Transaction or the Plan, the Disclosure Statement, or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with the Chapter 11 Case, the Investigation, the Disclosure Statement, consummation of the Wind-Down, the Sale Transaction(s), if any, or confirmation or consummation of the Plan, except for actions determined by Final Order to have constituted actual fraud or gross negligence, but in all respects such Entities will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon consummation of the Plan will be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Section 8.5—No Liability Pursuant to Section 1125(e) of the Bankruptcy Code

Without in any way limiting the releases and exculpation set forth in Sections 8.3, 8.4, or 8.5, to the fullest extent permitted by section 1125(e) of the Bankruptcy Code, each of the 1125(e) Parties is hereby entitled to all of the protections and benefits afforded by section 1125(e) of the Bankruptcy Code in connection with such party's solicitation and participation in relation to the Plan.

Section 8.6—Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold or may hold Claims against or Interests in the Debtor that have been released, satisfied, or are subject to exculpation are permanently enjoined, from and after the Effective Date from taking any of the following actions against, as applicable, the Debtor, the Wind-Down Debtor, the Exculpated Parties, the Released Parties, the 1125(e) Parties, or the Plan Administrator, or the property to be distributed under this Plan: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) on account of or in connection with or with respect to any such Claim or Interest; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order on account of or in connection with or with respect to any such Claim or Interest; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind on account of or in connection with or with respect to any such Claim or Interest; (iv) asserting any right of setoff, directly or indirectly, on account of or in connection with or with respect to any such Claim or Interest, except as contemplated or allowed by this Plan, the Sale Order [D.I. 184], or pursuant to a timely filed Proof of Claim (for the avoidance of doubt, nothing herein shall enjoin or otherwise prohibit any Governmental Unit from filing Proof(s) of Claim by the Governmental Bar Date); and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their Related Parties will be enjoined from taking any actions to interfere with the implementation or consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions, treatment, or reinstatement of such Claim or Interest, as applicable, pursuant to the Plan will be deemed to have consented to the injunction provisions set forth in Section 8.6 hereof. For the avoidance of doubt, the injunction provided for in this section does not affect CMB or any CMB litigation. Notwithstanding anything herein to the contrary, pursuant to section 1141(d)(3) of the Bankruptcy Code, the Debtor shall not receive a discharge.

<u>Relevant Definitions Related to the Release and Exculpation Provisions in the Plan</u>

"**Releasing Parties**" means collectively, and in each in case in its capacity as such: (a) the Debtor; (b) the Prepetition Lender; (c) the DIP Lender; (d) each Holder of a Claim or Interest that elects on its ballot or opt-in form to grant the voluntary release contained in Section 8.3 hereof by checking the opt-in box on the ballot or opt-in form, and returning it in accordance with the instructions set forth on the applicable form, indicating that they elect to grant the releases provided in the Plan; and (e) the Related Parties of the foregoing but only to the extent such Related Party would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (d). For the avoidance of doubt, CMB is not a Releasing Party.

"**Released Parties**" means collectively, and in each case in its capacity as such: (a) the Debtor; (b) the Wind-Down Debtor; (c) the Prepetition Lender; (d) the DIP Lender; (e) each Releasing Party; (f) with respect to each of the Debtor, the Wind-Down Debtor, and each of the foregoing Entities in clauses (a) through (e), the Related Parties of such Entities; and (g) each Holder of a Claim or Interest that (i) elects on its ballot or opt-in form to grant the voluntary release contained in Section 8.3 hereof by checking the opt-in box on the ballot or opt-in form, and returning it in accordance with the instructions set forth on the applicable form, indicating that they elect to grant the releases provided in the Plan and (ii) does not object to confirmation of the Plan; provided, however, that notwithstanding the foregoing, no Released Party shall receive a release from any Retained Actions expressly identified in the schedule of Retained Actions. For the avoidance of doubt, CMB is not a Released Party.

"**Related Parties**" means, with respect to any Person or Entity, such Person's or Entity's current and former directors, managers, officers (provided, that a former director, manager, and/or officer will only be a Related Party if such director, manager, or officer served in such capacity as of the Petition Date), limited partners, general partners, equity holders, stockholders, shareholders, members, affiliates, attorneys, financial advisors, accountants, investment bankers, consultants, representatives, and any other professionals serving such Person or Entity, provided that Related Parties shall not include any Person or Entity included in a more specific definition.

"**Exculpated Parties**" means, each in their respective capacities as such, (a) the Debtor; and (b) the Related Parties of the Debtor to the extent such Person or Entity is a fiduciary of the Estate (including, without limitation, each of its current and former officers and managers (provided, that a former officer and/or manager will only be an Exculpated Party if such officer or manager served in such capacity as of the Petition Date), principals, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and all other retained Professionals, of the Debtor or the Plan Administrator).

"**1125(e) Parties**" means collectively, and in each case in its capacity as such, the Debtor and the Related Parties of the Debtor.

Copies of the Solicitation Version of the Combined Disclosure Statement and Plan may be obtained free of charge at the website maintained by the Voting Agent at https://dm.epiq11.com/tonopahsolar.

PLEASE NOTE THAT QUESTIONS ABOUT THIS NOTICE SHOULD BE DIRECTED TO THE VOTING AGENT AT TONOPAH@EPIQGLOBAL.COM, WITH A REFERENCE TO TONOPAH SOLAR IN THE SUBJECT LINE.