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.: 144**

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF DEBEVOISE & PLIMPTON LLP AS BANKRUPTCY CO-COUNSEL FOR THE DEBTOR EFFECTIVE *NUNC PRO TUNC* TO FEBRUARY 19, 2026

Upon the Debtor's application [D.I. 144] (the "**Application**")[2] for the entry of an order authorizing the Debtor's employment and retention of Debevoise & Plimpton LLP ("**Debevoise**") as bankruptcy co-counsel *nunc pro tunc* to February 19, 2026 (the "**Retention Date**"), pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1; and upon the Albanese Declaration in support of the Application; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Application and the Albanese Declaration; and the Court being satisfied based on the representations made in the Application and the Albanese Declaration that (i) Debevoise does not hold or represent an interest adverse to the Debtor's estate and (ii) Debevoise is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code

[1] The last four digits of the Debtor's federal tax identification number is 1316. The Debtor's service address for the purposes of this chapter 11 case is 11 Gabbs Pole Line Road, Box 1071, Tonopah, NV 89049.

[2] Capitalized terms used but not defined in this Order have the meaning ascribed to them in the Application.

and as required by section 327(a) of the Bankruptcy Code; and it appearing to the Court that the relief requested is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and notice of the Application appearing to be adequate and appropriate under the circumstances; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Application is granted as set forth herein.

2. Pursuant to sections 327(a) and 330 of the Bankruptcy Code, the Debtor is authorized to employ and retain Debevoise as its bankruptcy co-counsel, effective as of the Retention Date, in accordance with the terms and conditions set forth in the Application and that certain engagement letter attached hereto as **Exhibit 1** (the "**Engagement Letter**"), *provided that*, sections 28 and 29 of the Debevoise & Plimpton Terms of Engagement in the Engagement Letter will be of no force or effect during this case.

3. Debevoise shall apply for (i) compensation for professional services rendered and (ii) reimbursement of expenses incurred in connection with the Debtor's chapter 11 case, in both cases subject to the Court's approval and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable procedures or orders of the Court.

4. In order to avoid any duplication of effort and provide services to the Debtor in the most efficient and cost-effective manner, Debevoise shall coordinate with DLA Piper and any additional firms the Debtor has retained regarding their respective responsibilities in the chapter 11 case. As such, Debevoise shall use its best efforts to avoid duplication of services provided by any of the Debtor's other retained professionals in the chapter 11 case.

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

6. No agreement or understanding exists between Debevoise and any other person other than as permitted by Bankruptcy Code section 504 to share compensation for services rendered in connection with this chapter 11 case, nor shall Debevoise share or agree to share compensation received for services rendered in connection with this case with any other person other than as permitted by Bankruptcy Code section 504.

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

8. The Debtor and Debevoise are authorized to take all actions they deem necessary to effectuate the relief granted in this Order in accordance with the Application.

9. Notwithstanding any Bankruptcy Rule or Local Rule to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: March 17th, 2026
Wilmington, Delaware

J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Engagement Letter

Debevoise & Plimpton

Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

February 19, 2026

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

Dear Sirs:

I am pleased that you have asked me to act as co-bankruptcy counsel to Tonopah Solar Energy, LLC ("Client"). This engagement letter and the attached Debevoise & Plimpton Terms of Engagement (the "Terms of Engagement") together set forth the terms that will govern my work for Client on the matters described in this letter.

1. Scope of Engagement

Client has engaged Debevoise to represent it as bankruptcy co-counsel with DLA Piper LLP (US) in connection with providing corporate restructuring advice and representation in Client's pending chapter 11 proceedings in the U.S. Bankruptcy Court for the District of Delaware (referred to in this letter as the "Matter"). In this engagement, we are representing Client and not any of its affiliates or any other entity or person associated with or related to Client.

If additional services are requested by Client and agreed to by us, this engagement letter and the attached Terms of Engagement will also apply to such services, unless superseded by another written engagement letter. Our representation is limited to the services that Client requests and we agree to perform on Client's behalf.

2. Staffing

As discussed, I will lead Debevoise's work on this Matter. The principal associates on the matter will be Michael C. Godbe and Flora Li, who will assist me (primarily with administrative matters) only as and when appropriate. Other attorneys and support personnel may also perform services if appropriate. I would be happy to discuss project management and staffing matters with you at any time.

3. Billing Policies and Procedures

Our fees for our services will be based upon our customary hourly rates for matters of this kind.

My current hourly rate is $2,700; however, as a courtesy to you, I will continue to charge my 2026 DLA rate of $2,150 per hour, and we will offer a 10% discount off our other customary hourly rates. These non-discounted, customary hourly rates range from $980 per hour for our newest associates to $2,880 per hour for our most experienced partners; rates for project assistants, legal assistants and other support personnel range from $435 per hour to $1,250 per hour. These rates are subject to adjustment by the firm from time to time.

We will bill Client for disbursements and other charges that we incur on its behalf. These disbursements and charges may include, among others, filing fees and fees and expenses incurred in connection with court reporters, transcripts, expert witnesses, document retrieval services, travel, postage, express deliveries, and local and other counsel (where appropriate); and charges for messenger services, document preparation (including word processing and duplicating), computerized legal research and other database services, and certain overtime and administrative expenses.

If a disbursement or other charge is significant, our usual practice is to ask Client to pay the provider directly upon receipt of the applicable invoice. In addition, for large expenses the provider may require Client to prepay all or a portion of such expenses.

We will seek to consult with you in advance before undertaking any major new task in our representation of Client, and to keep you informed where our fees, disbursements and other charges stand on an ongoing basis, if you so request.

In accordance with our standard billing practice, we expect to bill Client on a monthly basis. In our experience, clients find monthly billing to be helpful in monitoring the nature and amount of services. We expect that Client will pay the amounts shown as due on these statements in accordance with bankruptcy court approval of interim and final fee applications as applicable.

4. <u>Conflicts</u>

At present, we are not aware of any conflicts of interest in undertaking this representation. As Client is aware, however, our firm represents many other companies and individuals (including other clients who are or may become Client's competitors) in a variety of matters, including but not limited to mergers, acquisitions, financings, restructurings, bankruptcies, investigations, fund formations, litigations, arbitrations and regulatory matters.

It is possible that during the time we are representing Client, some of our present or future clients will have disputes, transactions, or other matters with or involving Client or its non-debtor affiliates. We may also be asked to seek discovery from Client or its affiliates in connection with the representation of another client in a litigation, arbitration, or other dispute resolution proceeding. In light of the foregoing, we wish to clarify, and confirm Client's agreement, that our representation of Client will not prevent us from representing existing or new clients that may have interests that are adverse to or otherwise different from those of Client or its affiliates, so long as the matter for the other client is neither substantially related to our work for Client nor a litigation, arbitration, or other dispute proceeding in which Client is named as a party adverse to such other client.

Our firm has an active bankruptcy practice. We may from time to time be retained by other clients to represent their interests in bankruptcy cases or out-of-court restructurings in which Client or one of its affiliates is or may be a party with interests adverse to or otherwise different from those of these other clients. Client agrees that our representation of Client in the Matter described in this letter will not, in and of itself, disqualify us from representing other clients in such bankruptcies or restructurings so long as we do not represent such other clients in any litigation in which Client is named as a party adverse to such other clients.

In the course of representing Client we may from time to time consult with the lawyers in our firm responsible for advising our firm, or with outside counsel, on our professional obligations relating to our representation of Client. Such consultations may involve matters including professional ethics issues and potential or actual conflicts of interest. Client acknowledges and agrees that, notwithstanding that there may be potential for conflict between us and Client in consideration of our professional obligations, we are free to consult with our own counsel on such matters without Client's consent and that such consultations are confidential and subject to our attorney-client privilege, as communications between our firm's personnel and counsel to our firm; Client agrees that it shall have no right to such communications.

By consenting to the arrangements described in this letter, Client will be waiving any conflict of interest that might arise in the situations described above and agreeing not to seek to disqualify us or otherwise to assert a conflict in those situations. We encourage Client to consult with its internal or other independent counsel regarding the foregoing waivers so that Client can fully consider the possible implications of our representation on the basis described in this letter. In agreeing to the terms of this engagement, Client agrees that it has had a reasonable opportunity to engage in such consultation.

We agree that Client's consent to and waiver of conflicts in the preceding paragraphs do not permit us to disclose to another client confidential information about Client obtained in the course of our representation of Client. Conversely, we will not disclose to Client or use on its behalf any information with respect to which we owe a duty of confidentiality to another client or person.

5. Governing Law and Dispute Resolution

This engagement letter, the attached Terms of Engagement and any other matters relating to or arising directly or indirectly out of our relationship with Client shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof.

If a dispute arises as to the amount of the fee being charged, Client may have the right to seek arbitration or mediation of the fee dispute under a procedure established in New York State for resolution of certain fee disputes pursuant to Part 137 of the Chief Administrator Rules. We will provide you with the necessary information regarding such processes in the event of a dispute, or at any time upon request.

Except to the extent otherwise required by such Chief Administrator Rules, any dispute or claim arising out of or in any way relating to our representation of Client, including any work that might have been done prior to entering into this engagement letter (and including, without limitation, any claim of malpractice or breach of contract, or any claim relating to fees, costs, charges or expenses for the representation) shall be finally settled by arbitration, and judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Non-Administered Arbitration Rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of our firm and Client (collectively, the "parties"). The seat of the arbitration shall be New York, New York and it shall be conducted in the English language. The arbitration shall be conducted by three arbitrators, of whom each party shall appoint one, with the third arbitrator selected by the two party-appointed arbitrators pursuant to the CPR Non-Administered Arbitration Rules.

The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it shall not be disclosed beyond the tribunal, the parties and their counsel, experts, insurers and any other person necessary to the conduct of the proceeding. These confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or as far as disclosure is necessary to enforce the rights arising out of the award.

This agreement to arbitrate shall constitute an irrevocable waiver of each party's right to a trial by jury, discovery that would customarily be available in a judicial proceeding, and appeal, but the arbitrator shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in New York. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The parties further agree that the arbitral tribunal shall have primary responsibility to hear and determine challenges to the jurisdiction of the arbitral tribunal.

6. Terms of Engagement

The attached Terms of Engagement form an integral part of this engagement letter and are binding on the parties hereto. In the event of any inconsistency between this engagement letter and the attached Terms of Engagement, the terms set forth in this engagement letter shall prevail. In the event of any conflict between the terms of this engagement letter or the attached Terms of Engagement, on the one hand, and any outside counsel guidelines or policies adopted by Client, on the other hand, this engagement letter and the Terms of Engagement shall prevail.

* * *

Above all, our relationship with Client must be based on trust, confidence and clear understanding. If you have any questions about this engagement letter and the attached Terms of Engagement, or about any aspect of the work that the firm, or any of the firm's lawyers, is performing for Client, please call me directly to discuss the matter.

We encourage you to inquire about any matter concerning the attorney-client relationship that is in any way unclear or unsatisfactory.

Please confirm Client's agreement by countersigning a copy of this engagement letter in the space provided below and returning such countersigned copy to me. Please note, however, that Client instructing us or continuing to instruct us on this Matter or any other matter in which we agree to represent Client pursuant to the terms of this engagement letter will constitute Client's full acceptance of the terms set out above and attached.

We invite you to consult with us at any time and on any topic. We look forward to working with you on this important project.

Very truly yours,

/s/ Rachel Ehrlich Albanese

Rachel Ehrlich Albanese

ACCEPTED AND AGREED:

Tonopah Solar Energy, LLC

____
Name: Yale S. Bogen
Title: Chief Restructuring Officer

Debevoise & Plimpton

DEBEVOISE & PLIMPTON TERMS OF ENGAGEMENT

Debevoise & Plimpton is a global law firm with offices in the United States, Europe and Asia. It provides services through Debevoise & Plimpton LLP, a limited liability partnership registered in New York and headquartered in New York, and through related entities operating in certain other jurisdictions. The following terms apply either generally or in respect of a specific matter, as appropriate, to the provision of such services. Each matter in respect of which we provide services to you is, for the purposes of these Terms of Engagement, a "Matter". References to "you", "your", or the "Client" are to our client(s) in the Matter. References to "we", "our", "us", the "firm", or "Debevoise" are to the Debevoise & Plimpton entity or entities providing services to you. References to the "Agreement" are to the engagement letter to which these Terms of Engagement are attached and these Terms of Engagement.

1 Client identification. Many jurisdictions have adopted or are in the process of changing or creating anti-money laundering, counter-terrorist financing, embargo, trade sanctions or similar laws, regulations, rules and policies. As part of the firm's responsibility for compliance with such laws, regulations, rules and policies, the firm may be obliged to take detailed steps to verify the identity of our clients and their beneficial owners (if any) and the source of our clients' funds and wealth. Accordingly, prior to commencement of work, the firm may have already requested, or may be requesting shortly, that you provide us with required identification and other documents. A delay or failure on your part to provide information required for verification purposes may prevent us from commencing or continuing work on a Matter. The firm reserves the right to request additional information that it believes is necessary, advisable or appropriate to verify identity, updated prior identifications, and/or otherwise ensure the firm's compliance with applicable laws, regulations, rules and policies from time to time.

2 Client assistance and cooperation. To enable us to represent you effectively and for our relationship to succeed, you agree to cooperate fully with us in our representation of you and to make available to us any documents or other information, personnel or agents as necessary to assist us in our representation of you. It is essential for you to provide us with all factual information reasonably relevant and material to the subject matter of our representation, and we will rely on the accuracy and completeness of any documents or other information you may provide.

3 Conflicts check. To enable us to check for conflicts of interest, you represent that you have identified for us all persons and entities that are or may become involved in a Matter to the best of your knowledge. You agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in a Matter.

4 Confidentiality. We owe a duty of confidentiality to you. We will not disclose any confidential information that we obtain as a result of our provision of services to you except as you expressly permit; as required by applicable law, regulation or rule; if consistent with the applicable professional conduct rules; or as required to our professional advisers and third parties who provide business support services to us, subject to their entering into contractual duties of confidentiality with us.

5 Sharing Client information with Debevoise entities. You agree that we may share information relating to you or a Matter with all Debevoise & Plimpton entities that are part of our global law firm and any lawyers and professional staff associated with such entities, all of which are bound by the terms of this Agreement including our confidentiality obligations to you.

6 Change in control. In the event that Client is acquired or is otherwise subject to a change in control (including by a person or group becoming a controlling affiliate of yours) after the inception of this engagement, it is understood that the firm does not represent the acquiring entity or such controlling affiliate or otherwise establish a lawyer-client relationship with such entity or affiliate by virtue of such change in control. Furthermore, Client will provide us with sufficient notice to permit us to withdraw as your lawyers, subject to our ethical obligations, if we determine that such affiliation, acquisition or merger creates a conflict of interest, or if we determine that it is otherwise not in the best interests of the firm to continue to represent Client. In addition, Client acknowledges and agrees that any applicable privilege of Client belongs to Client alone and not to any acquiring or successor entity separate from Client, and on behalf of any such acquiring or successor entity Client waives any right or title to, and

interest in, Client's privileged information to the extent that such acquiring or successor entity otherwise has any right or title to, or interest in, such information.

7 No third party reliance. Our advice, whether provided in written, oral or any other form, is provided for your benefit alone and solely for the purposes of the particular Matter to which it relates. Unless otherwise agreed in writing, our advice may not be used or relied on by any third party.

8 Use of legal due diligence reports by non-clients. You understand that in the event that we prepare for you a legal due diligence report in connection with a proposed transaction, such report will be prepared solely to assist you in evaluating the proposed transaction. Our report may not be relied upon by any other person or entity, or for any other purpose. You may not describe, show or furnish our report to any other person or entity, and no other person or entity may use our report, without our prior written consent. We may withhold consent in our sole discretion, and any such consent may be conditional upon, among other things, written acknowledgment from any person or entity receiving or using our report that we have not authorized reliance by, owe no duty to and have no liability to such person or entity in connection with our due diligence investigation or our report.

9 Estimates are not binding. Any fee estimate, budget, or projection of hours we may provide is not a commitment to cap our fees or perform the services contemplated within a fixed amount of time or for a fixed fee. Any estimate, budget, or projection of hours is by its nature inexact and our actual fees and other charges may vary.

10 Full payment of all amounts. Our fees, disbursements and other charges as described in this Agreement and as shown on our invoices are to be paid without any reduction for withholding taxes or other governmental charges, unless otherwise agreed to by you and us. In appropriate circumstances, Client may also be responsible for value added, sales or other taxes related to our fees, disbursements or other charges. In the event that you are required by law to deduct an amount on account of tax or other liability from a payment to us, you will pay us an additional amount such that after deduction we receive the same amount we would have received had no deduction been required.

11 Third party payment of legal fees, disbursements and other charges. Sometimes our fees, disbursements and other charges, or a portion of them, are paid (or may be payable or be reimbursable) by a third party, such as an insurer. In this event, in the absence of an agreement to the contrary, you will (i) remain responsible for paying the difference, if any, between the amounts shown on our invoices and any amounts paid by the third party, (ii) be responsible for submitting any and all claims to any insurer(s) or other third parties, and (iii) not withhold or otherwise delay payment of our fees pending reimbursement or a coverage decision or calculation by an insurer or other third party. The full payment of our fees, disbursements and other charges is ultimately your responsibility as Client.

12 Release of information to third parties retained by Client. On occasion, our Clients request that we release information about the services we provide to third parties retained by Client, including e-billing platforms and legal analytics firms. In the event that you request us to provide information to such third parties and we agree to do so, you acknowledge that we have no liability for any loss or unauthorized use of information that may occur in connection with our provision of such information, whether through a breach or other information security default of the third party or through other circumstances. You also acknowledge that our firm bears no responsibility for any loss or weakening of the attorney-client privilege or any other privilege or protection that may come about as a result of our fulfilling any such request.

13 Privacy. Our privacy policy describes our practices with regard to our collection and use of personal information in the course of our business, including in the course of performing legal services for Client. In particular, our privacy policy describes the types of personal information we collect; how we collect, use and share personal information; our legal bases for using personal information; how long we keep personal information; how we protect personal information; the countries to which we may transfer personal information; and the rights of individuals regarding their personal information. Our privacy policy is accessible on our website at https://www.debevoise.com/footer/privacy. It is updated from time to time, so we encourage you to review it regularly.

Client represents and warrants to us that any personal information relating to third parties which Client provides to us is collected, used and shared by Client in accordance with applicable data protection laws. In addition, Client agrees to give to us reasonable notice of any proposed transfer by Client to us of data which include personal information and, to the extent necessary to comply with data protection laws, to provide a copy of our privacy policy to any third party whose personal information is transferred by Client to us. In no event shall we retain, use, sell or disclose any third party personal data (including any "consumer's personal information" as that phrase is used in the California Consumer Privacy Act of 2018) that we have received from Client for any purpose other than for the specific purpose of performing the services specified in this Agreement, except as may be required and/or permitted by law.

14 Use of technology. The firm will use communication, word processing, support, analytic, storage and other technologies in the course of providing services to Client. To enable us efficiently to provide our services to Client, we may use technology service providers that host, store or process confidential or other information that Client provides to us and/or documents or data that we create or use in the course of providing services to Client. These technology service providers may in turn use other parties (including so-called "cloud service providers") to provide their services. Although we use commercially reasonable efforts to require our technology service providers to protect the confidentiality and security of confidential information, documents and data provided to them or to which they otherwise might have access, we are unable to guarantee that such providers, or fourth party providers who assist our technology service providers, will not themselves be subject to data security breaches, or that information, documents and data we provide will not be used by such providers in an unauthorized manner. By entering into this Agreement, Client consents to our use of such providers in providing our services.

15 Use of generative artificial intelligence (AI) tools. While representing Client, we may use generative AI tools to assist in various tasks including document review, legal research, preparation of pleadings or discovery materials, analysis, summarization, extraction and drafting. This technology enables us to provide our services to Client more efficiently than might otherwise be the case. For our work on Client matters, we will use only generative AI technology that is (1) entirely on our premises, not shared with any third party, and not connected to the Internet, or (2) provided by AI vendors with whom we have agreements intended to maintain the confidentiality and security of Client information. By entering into this Agreement with us, you acknowledge and agree to our use of generative AI tools under the conditions set forth in this paragraph.

16 Email communications. We recommend that all email communication between us and Client be encrypted in transit. Encryption can help avoid the risks attendant to communication by email, which is capable of being intercepted by others. Our systems are configured to send and receive encrypted email by default, and we would be happy to work with you if you choose to configure your systems to enforce encrypted format. If that is not feasible or you choose not to do so, you consent to the use of unencrypted email in our communications.

17 Third party electronic communication providers. We advise against the use of third party electronic communication programs, such as WeChat or WhatsApp, for transmitting confidential information to us, as we cannot vouch for the security of any information transmitted through the use of such programs. If you choose to communicate with us by using any such program, however, such communication by you will be treated as your consent for us to communicate with you using that program.

18 Hosting data. The firm may offer to electronically host and maintain a platform for Client to share information within Client, or as Client chooses, with other individuals. To the extent that the firm agrees to offer such a service, you agree to be bound by the "Terms of Use" found at https://extranet.debevoise.com/debevoise/termsOfUse.action, as those terms may be periodically updated. You also agree that to the fullest extent permitted by law you will not hold the firm, its partners, employees, contractors, or affiliates or our service providers liable for any damage relating to or arising out of the use of such a platform.

19 Termination. Client may terminate our representation at any time for any reason. Subject to ethical obligations, we reserve the right to withdraw from an engagement if our invoices are not being paid in a timely manner, if for any other reason the lawyer-client relationship is not proceeding in a satisfactory manner, or to comply with other legal requirements such as sanctions restrictions. Our representation regarding the Matter to which this Agreement applies will end at the earliest of (a) completion of our legal services under this Agreement, (b) when the firm has performed no services for Client under this Agreement for a period of six months or longer, (c) at such time as

it reasonably appears that the need for our legal services in connection with the Matter has ended, or (d) at such time as legally required.

In the event we choose to terminate our representation, as set forth in our Agreement, you agree not to contest our withdrawal from any court or administrative proceeding.

Upon termination of our representation in a particular Matter (even if the firm continues active involvement in other Matters on your behalf), the firm will have no further duty to inform you of future developments or changes in law as may be relevant to such Matter. Further, unless we mutually agree in writing to the contrary, the firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise in connection with any Matter for which the firm had been retained but for which we are no longer engaged.

20 Disposition of files. Once our work on a Matter ends, at Client's request, the firm will return, retain or discard the materials pertaining to the Matter to which Client may be entitled under applicable law (the "Client File"). However, unless Client provides written notice to us within one year after a Matter has concluded concerning how Client would like the Client File to be handled, Client understands and agrees that we may retain or destroy the Client File (including all materials contained therein) at our discretion and consistent with our ethical obligations. Client understands that "materials" include originals as well as copies, and also that "materials" include paper files as well as information stored in other forms, including email, electronic documents, audio and video recordings and file materials in other formats.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to Client) or destroyed. These firm files include, for example, certain internal correspondence and work product, firm administrative records, time and expense reports, personnel and staffing materials, and accounting records.

We reserve the right to make and retain, at our expense, copies of all materials generated or received by us in the course of our representation. If Client requests copies of materials from us, copies that we generate will be made at Client's expense. Should Client wish us to retain a large quantity of paper or electronic documents, we will negotiate with Client a reasonable charge, based upon the quantity of the material to be retained and the manner and duration of its retention.

21 Lien. If otherwise permissible under applicable law, we may exercise a lien over your files, *i.e.*, keep all your documents and materials relating to a Matter, while there is still money owing to us for legal fees, disbursements and other charges. This lien may be similar to liens that apply by statute or common law in other jurisdictions.

22 Response to subpoenas or other lawful process. If the firm or any of its personnel are required by subpoena or other lawful process to provide testimony or produce documents or records, including electronic records, relating to the firm's representation of you, we will, to the extent permitted by applicable law, inform you before responding so that you have the opportunity to intervene or interpose any objections. You agree to reimburse the firm for its time and expenses incurred in responding to any such requests (with time to be billed at our standard hourly rates then in effect for the particular individuals involved, unless otherwise agreed), even if our representation of you has ended, including the time and expenses incurred in reviewing documents, appearing at depositions or hearings, and otherwise addressing issues raised by any such requests.

23 Reporting. Applicable legislation places the firm under a legal duty in certain circumstances, where we know or suspect that a Matter involves money laundering, terrorist financing, handling the proceeds of crime or a breach of financial sanctions, to disclose information to the relevant regulatory authorities, to cease providing services or to take other actions as required by law, regulation, rule or order. If, while we are acting for you, it becomes necessary for us to make a disclosure, the law may prohibit us from informing you that a disclosure has been made or of the reasons for it. To the extent that the law permits us to do so, we will tell you about the issue(s) identified and explain what action we may need to take.

24 UK and European Union "DAC6" reporting. The UK and EU Mandatory Disclosure Rules, introduced pursuant to EU Directive 2018/822 of 25 May 2018 (also sometimes known as "DAC6" rules), may require us to report details of certain arrangements entered into by our clients to a tax authority in the UK or EU. To be reportable, the arrangement must be cross-border, involve the UK or an EU Member State, and have certain hallmarks. We will consult with you before making any such report if we consider that the

rules apply to a Matter.

25 Beneficial ownership information reporting. Certain jurisdictions have legislation that requires certain corporate entities to report beneficial ownership information ("BOI") to a governmental or regulatory authority. For example, the U.S. Corporate Transparency Act may require reporting of BOI to the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury, and the German Money Laundering Act (*Geldwäschegesetz*) may require reporting to the German Transparency Register. Upon request, and with our written agreement, we are pleased to advise Client in assessing applicable BOI reporting obligations, and also to assist in making any required initial BOI report filings. In the absence of our agreement in writing to provide such advice and assistance, however, we disclaim any obligation to do so. We also disclaim any obligation, except to the extent required by applicable law, to update or correct any such reporting (such as to FinCEN or to the German Transparency Register) in the absence of a written agreement providing that we shall do so.

26 Insider lists and inside information. In applicable circumstances and in accordance with the UK Market Abuse Regulation and/or the EU Market Abuse Regulation we will draw up and maintain a list of persons at our firm who act for you and have access to inside information about you in relation to a Matter, provided that you inform us when particular information to which you give us access is inside information and when it ceases to be inside information. We will provide to you a copy of the insider list as soon as possible upon request and we will keep the list for five years from the date it was drawn up or last updated. You acknowledge that we are authorized to disclose the insider list and other information relating to Client to a relevant regulatory authority which may request such information and that we have no obligation to notify you of our compliance with any such regulatory request.

27 Financial services. During the course of our provision of services to you nothing we do is, or should be construed as, an invitation or inducement to engage in investment activity for the purposes of the UK Financial Services and Markets Act 2000.

28 Proportional liability. In some of the jurisdictions where we provide services, your other advisers may seek to exclude, cap or otherwise limit their liability in connection with their provision of services to you relating to a Matter, as a result of which our own liability to you may be proportionately increased. We would not regard this as appropriate or fair. Accordingly, to the extent permitted by applicable law or professional conduct rules, you agree that the total amount you may recover from us (and our other Debevoise entities) if we (and our other Debevoise entities) become subject to a claim by you arising out of a Matter, will not exceed what it would have otherwise been in the absence of any such exclusion, cap or limitation by another adviser.

29 Liability cap. We may, if permitted by local law and professional conduct rules, limit our aggregate liability to you for claims against us, including for breach of contract or negligence in respect of a Matter, to an amount specified in the relevant engagement letter.

30 Publicity. You agree that the firm may, as a part of our public marketing efforts, identify Client as a client and indicate the nature of the Matter and the results achieved, so long as the firm does not disclose Client's confidential information or secrets as defined by applicable professional conduct rules.

31 Partner Investments. The firm maintains a private investment vehicle through which it allows its partners (and potentially other firm personnel) to participate as limited partners in a fund that itself makes various investments. Some of those investments may from time to time consist of interests in investment funds or other vehicles sponsored by some of our clients, including investment funds or vehicles in connection with which our firm has provided or provides on-going legal services. Those investments may also consist of interests in funds or other vehicles that are sponsored by entities that may be counterparties in Matters in which we are representing you. The investments made by this private investment vehicle are passive and have no management or other control rights in the funds or other vehicles in which they invest. The firm believes that its judgment and the judgment of the partners or other personnel who participate as limited partners in this private investment vehicle will not be compromised by virtue of these investments. However, in some jurisdictions, there may be arguments that these investments create ethical conflicts of interest with regard to your interests. To the extent that any such ethical conflict of interest arises from these investments, you agree to waive any such conflict and not to seek to use any such conflict as a basis for disqualifying our firm (or any individual lawyers in our firm) from any representation.

32 Partners. We use the term "partner" to refer to individuals who are equity partners in Debevoise & Plimpton LLP, our New York registered limited liability partnership headquartered in New York, New York, as well as individuals who have similar positions in our affiliated entities and certain employees who are designated as partners based on their seniority and qualifications.

33 **Additional Terms Applicable When Services Are Provided by Debevoise London**

(a) Details of Debevoise London. Debevoise & Plimpton LLP in London ("Debevoise London"), whose office is at The Northcliffe, 28 Tudor Street, London EC4Y 0AY, is a limited liability partnership registered in New York. It is authorized and regulated by the Solicitors Regulation Authority under number 264277. The SRA Code of Conduct for Firms and the SRA Code of Conduct for Solicitors and Registered Foreign Lawyers, at https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-firms/ and https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/ respectively, apply to Debevoise London and to our lawyers and employees in London. The Bar Standards Board Code of Conduct at https://www.barstandardsboard.org.uk/regulatory-requirements/bsb-handbook/the-handbook-publication also applies to our barristers. Debevoise London's VAT number is GB 524658924. The biographies of our lawyers can be accessed at https://www.debevoise.com/professionals.

(b) Professional indemnity insurance. Debevoise London is required to hold a minimum level of insurance cover under the Solicitors' Indemnity Insurance Rules. If you are receiving services from Debevoise London, you may obtain information about our insurance, including contact details of our insurer and the territorial coverage of the insurance, from our London Managing Partner.

(c) SRA Accounts Rules. The SRA Accounts Rules require us to have an interest policy which provides for the payment of interest on any monies held by us for you in a client account. You may obtain a copy of our policy from our London Managing Partner.

(d) Dispute resolution for services provided by Debevoise London. If you are at any time dissatisfied with the service you are receiving from us relating to services provided by Debevoise London, or with any of our invoices, or would like to discuss with us any aspect of a Matter or how our service to you could be improved, please contact the partner responsible for the overall supervision of the Matter or our London Managing Partner. Our complaints procedure is available on request.

If you are dissatisfied with our handling of your complaint you may be entitled to ask the Legal Ombudsman to consider the complaint. Contact details for, and details of the qualification criteria for access to, the Legal Ombudsman are at www.legalombudsman.org.uk.

You may apply to the court for an assessment of any of our invoices under Part III of the Solicitors Act 1974.

If a dispute arises between us out of or in connection with the Agreement where services are provided by Debevoise London, or the provision by Debevoise London of our services to you whether carried out before, on or after the date of the Agreement, or any non-contractual obligation arising out of or in connection with the Agreement relating to services provided by Debevoise London, and it is not resolved under one of the procedures set out above, it will be resolved pursuant to the dispute resolution procedures set forth in the engagement letter.

34 **Additional Terms Applicable When Services Are Provided by Debevoise Shanghai**

(a) Details of Debevoise Shanghai. Debevoise & Plimpton Shanghai Representative Office ("Debevoise Shanghai") is located at 13/F Kerry Centre Tower One, 1515 Nanjing Road West, Shanghai, 200040, China. Debevoise Shanghai is licensed to operate as a foreign law firm in China by the Ministry of Justice. Under Ministry of Justice regulations, foreign law firms in China are permitted, amongst other things, to provide consultancy services on non-Chinese law and on international conventions and practices, and to provide information on the impact of the Chinese legal environment.

Under the same regulations, foreign law firms in China are not permitted to practice Chinese law, including rendering legal opinions upon Chinese law. Debevoise Shanghai's services in the Matter do not constitute an opinion upon Chinese law. If you require such an opinion, you should obtain it from licensed Chinese counsel and we would be pleased to arrange for such assistance.

(b) Transfer of data beyond China. If you receive services from Debevoise Shanghai and wish to restrict the sharing of your information beyond China and retain your information within China, you should inform us in writing before we commence substantive work on the Matter. You understand that in the event that we transfer information from Debevoise Shanghai beyond China, Client will ultimately retain liability for any cross-border transfer of Client's data that we effect in connection with the transactions or proceedings for which we are engaged, and to the extent legally permitted, we disclaim any liability in connection with any such transfer.

35 Indian taxpayer identification number. Our Indian unique identification number (PAN) is AAFFD9304D.

36 Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable in an arbitration or judicial proceeding, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable.

37 Entire agreement. The engagement letter and these Terms of Engagement set out the entire agreement between you and us concerning our provision of legal services. Any modifications of or amendments to this Agreement must be in writing and agreed by all parties. In the event of any conflict between this Agreement and any outside counsel guidelines or policies adopted by Client, this Agreement will govern.