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.: 54**

ORDER AUTHORIZING RETENTION OF DEVELOPMENT SPECIALISTS, INC. TO PROVIDE THE SERVICES OF YALE SCOTT BOGEN, AS CHIEF RESTRUCTURING OFFICER, AND ADDITIONAL PERSONNEL FOR THE DEBTOR, EFFECTIVE AS OF THE PETITION DATE

Upon the application (the "Application")[2] of the above-captioned debtor and debtor in possession (the "Debtor") for entry of an order (this "Order"), under sections 105(a) and 363(b) of the Bankruptcy Code, authorizing the Debtor to (a) retain and employ Development Specialists, Inc. ("DSI") as its restructuring advisor, and (b) designate Yale Scott Bogen as Chief Restructuring Officer ("CRO"), under the terms of the Engagement Agreement, attached to the Application as Exhibit B, effective as of the Petition Date, and (c) granting related relief; and due and proper notice of the Application having been given; and having determined that no other or further notice of the Application is required; and having determined that this Court has jurisdiction to consider the Application in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and having determined that this is a core proceeding under 28 U.S.C. § 157(b)(2); and having determined that venue of this proceeding and the Application is proper under 28 U.S.C. §§ 1408 and 1409; and having determined that the relief requested in the Application

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

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

and provided for in this Order is in the best interests of the Debtor, its estate, and its creditors; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

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

2. The Debtor is authorized to (a) retain DSI, on the terms and conditions set forth in the Application and (b) designate Yale Scott Bogen as CRO, under the terms of the Engagement Agreement, effective as of the Petition Date.

3. The terms of the Engagement Agreement, attached to the Application as Exhibit B, are approved in all respects, subject to the following terms, which apply notwithstanding anything in the Application or any exhibits thereto to the contrary:

a. DSI shall file with the Court, and provide notice to the U.S. Trustee and all official committees, reports of compensation earned and expenses incurred on a monthly basis. Such reports shall contain summary charts which describe the services provided, identify the compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred. Time records shall (i) be appended to the reports, (ii) contain detailed time entries describing the task(s) performed, and (iii) be organized by project category. Where personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in 0.1-hour increments and the corresponding charge (time multiplied by hourly rate) for each task; where personnel are providing services at a 'flat' rate, the time entries shall be kept in hourly increments. All compensation shall be subject to review by the Court in the event an objection is filed.

b. The Debtor is permitted to indemnify those persons serving as executive officers on the same terms as provided to the Debtor's other officers and managers under the corporate bylaws and applicable state law, along with insurance coverage under the Debtor's D&O policy.

c. DSI and its affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with the above-captioned case.

d. In the event the Debtor seeks to have DSI personnel assume executive officer positions that are different than the position(s) disclosed in the Application, or to materially change the terms of the engagement by either (i) modifying the functions of personnel, (ii) adding new personnel, or (iii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed.

e. DSI shall file with the Court with copies to the United States Trustee ("U.S. Trustee") and all official committees a report of staffing on the engagement for the previous month. Such report shall include the names and functions filled of the individuals assigned. All staffing shall be subject to review by the Court in the event an objection is filed.

f. No principal, employee or independent contractor of DSI and its affiliates shall serve as a director of the above-captioned Debtor during the pendency of the above-captioned case.

g. Success fees, transaction fees, or other back-end fees shall be approved by the Court at the conclusion of the case on a reasonableness standard and are not being pre-approved by entry of this Order. No success fee, transaction fee or back-end fee shall be sought upon conversion of the case, dismissal of the case for cause, or appointment of a trustee.

h. For a period of three years after the conclusion of the engagement, neither DSI nor any of its affiliates shall make any investments in the Debtor or the Reorganized Debtor.

i. DSI shall disclose any and all facts that may have a bearing on whether the firm, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtor, its creditors, or other parties in interest. The obligation to disclose identified in this subparagraph is a continuing obligation

4. There shall be no identification of DSI or its affiliates.

5. The Liability Cap is of no force or effect during the pendency of the above-captioned case.

6. DSI will not be subject to any order of this Court governing the procedures for interim compensation for professionals.

7. The relief granted in this Order shall be binding upon any chapter 11 trustee appointed in this chapter 11 case, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of this chapter 11 case to a case under chapter 7 of the Bankruptcy Code.

8. DSI shall use reasonable efforts to avoid any unnecessary duplication of services provided by any retained professionals in this chapter 11 case.

9. To the extent that there may be any inconsistency between the terms of (a) any of the Application, the Bogen Declaration, or the Engagement Agreement and (b) this Order, the terms of this Order shall govern.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. The Debtor is authorized and empowered to take all actions it deems necessary to implement the relief granted in this Order.

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

Dated: February 13th, 2026
Wilmington, Delaware

J. Kate Stickles

J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE