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 (__)

APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND APPOINTMENT OF EPIQ CORPORATE RESTRUCTURING, LLC AS CLAIMS AND NOTICING AGENT TO THE DEBTOR, EFFECTIVE AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF

The above-captioned debtor and debtor in possession (the "Debtor"), by and through its proposed counsel, DLA Piper LLP (US), hereby applies (the "Application"), under section 156(c) of title 28 of the United States Code (the "Judicial Code"), Rule 2002-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), and the Court's *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, instituted by the Clerk on February 1, 2012 (the "Claims Agent Protocol"), for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), appointing Epiq Corporate Restructuring, LLC ("Epiq") as claims and noticing agent (the "Claims and Noticing Agent") in the Debtor's chapter 11 case, effective as of the Petition Date (as defined below). In support of the Application, the Debtor submits the *Declaration of Kate Mailloux in Support of Application of the Debtor for Entry of an Order (I) Approving the Retention and Appointment of Epiq Corporate Restructuring, LLC as Claims and Noticing Agent to the Debtor, Effective as of Petition Date, and (II) Granting Related Relief* (the "Mailloux Declaration"), attached hereto as

[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.

Exhibit B and incorporated herein by reference. In further support of the Application, the Debtor respectfully represents as follows:[2]

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Under Local Rule 9013-1(f), the Debtor consents to the entry of a final order if it is determined that the Court lacks article III jurisdiction to enter such final order or judgment absent consent of the parties. Venue is proper in this District under 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal bases for the relief requested in this Application are sections 105(a) of title 11 of the United States Code (the "Bankruptcy Code"), section 156(c) of the Judicial Code, Local Rule 2002-1(f), and the Claims Agent Protocol.

BACKGROUND

3. Earlier today (the "Petition Date"), the Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Debtor is authorized to operate its business and manage its property as debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code.

4. Additional factual background regarding the Debtor's business operations, corporate and capital structures, and restructuring efforts are described in greater detail in the First Day Declaration.

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

RELIEF REQUESTED

5. The Debtor seeks entry of the Proposed Order appointing Epiq as Claims and Noticing Agent in the Debtor's chapter 11 case effective as of the Petition Date. The terms of Epiq's proposed retention are set forth in that certain *Standard Services Agreement* between Epiq and the Debtor, dated as of July 21, 2025 (the "Engagement Agreement"), a copy of which is attached to this Application as **Exhibit C**. Notwithstanding the terms of the Engagement Agreement, the Debtor is seeking to retain Epiq solely on the terms set forth in this Application and the Proposed Order.

6. Although the Debtor has not yet filed its schedules of assets and liabilities, it anticipates that there will be in excess of 300 entities to be noticed. Local Rule 2002-1(f) provides that "[i]n all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file [a] motion [to retain a claims and noticing agent] on the first day of the case or within seven (7) days thereafter." In view of the number of anticipated claimants and the complexity of the Debtor's business, the Debtor submits that the appointment of a claims and noticing agent is required by Local Rule 2002-1(f) and is otherwise in the best interests of both the Debtor's estate and its creditors.

7. By separate application, the Debtor will seek authorization to retain and employ Epiq as administrative advisor in this chapter 11 case, under section 327(a) of the Bankruptcy Code, as the administration of this chapter 11 case will require Epiq to perform duties outside the scope of 28 U.S.C. § 156(c).

EPIQ'S QUALIFICATIONS AND NEED FOR EPIQ'S SERVICES

8. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other

administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including a number of recent cases filed in this District.[3]

9. As Claims and Noticing Agent, Epiq will assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the chapter 11 case. The terms of Epiq's proposed retention are set forth in the Engagement Agreement. Notwithstanding the terms of the Engagement Agreement, the Debtor is seeking to retain Epiq solely on the terms set forth in this Application and the Proposed Order.

10. The appointment of Epiq as Claims and Noticing Agent in this chapter 11 case will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of this chapter 11 case, and relieve the Clerk of the administrative burden of processing claims in this chapter 11 case. The Debtor believes that the appointment of Epiq as Claims and Noticing Agent will maximize the value of the Debtor's estate for all stakeholders.

[3] *See, e.g., In re Royal Interco, LLC, et al.*, Case No. 25-10674 (TMH) (Bankr. D. Del. Apr. 10, 2025); *In re Synthego Corporation*, Case No. 25-10823 (MFW) (Bankr. D. Del. May 8, 2025); *In re Alachua Government Services, Inc.*, Case No. 25-11289 (JKS) (Bankr. D. Del. Jul. 11, 2025); *In re Mosaic Companies, LLC, et. al.*, Case No. 25-11296 (CTG) (Bankr. D. Del. Jul. 11, 2025); *In re Yellow Corporation, Inc.*, Case No. 23-11069 (CTG) (Bankr. D. Del. Aug. 9, 2023*); In re Nova Wildcat Shur-Line Holdings, Inc*. (a/k/a H2 Brands Group Home & Hardware), Case No. 23-10114 (CTG) (Bankr. D. Del. Jan. 29, 2023); *In re AIG Financial Products Corp*., Case No. 22-11309 (MFW) (Bankr. D. Del. Dec. 14, 2022); *In re Medly Health Inc.*, Case No. 22-11257 (KBO) (Bankr. D. Del. Dec. 9, 2022); *In re Winc, Inc*., Case No. 22-11238 (LSS) (Bankr. D. Del. Nov. 30, 2022); *In re FTX Trading Official Committee of Unsecured Creditors*, Case No. 22- 11068 (JTD) (Bankr. D. Del. Nov. 11, 2022*); In re Prehired, LLC*, Case No. 22-11007 (JTD) (Bankr. D. Del. Sep. 27, 2022); *In re Pack Liquidating, LLC (f/k/a Packable Holdings, LLC*), Case No. 22-10797 (CTG) (Bankr. D. Del. Aug. 28, 2022); *In re ExpressJet Airlines LLC*, Case No. 22-10787 (MFW) (Bankr. D. Del. Aug. 23, 2022); *In re FSPH, Inc.*, Case No. 22-10575 (CTG) (Bankr. D. Del. Jun. 29, 2022); *In re Armstrong Flooring, Inc.,* 22-10426 (MFW) (Bankr. D. Del. May 8, 2022); *In re Gulf Coast Health Care, LLC,* Case No. 21-11336 (KBO) (Bankr. D. Del. Oct 14, 2021); *In re Alamo Drafthouse Cinemas Holdings, LLC,* Case No. 21-10474; *In re RTI Holding Company, LLC*, Case No. 20- Case 20-12456 (JTD) (Bankr. D. Del. Oct 7, 2020); *In re Town Sports International LLC*, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020); *In re RGNGroup Holdings, LLC,* Case No. 20-11961 (BLS) (Bankr. D. Del. Aug. 19, 2020).

SCOPE OF SERVICES TO BE PROVIDED

11. This Application pertains only to the work to be performed by Epiq under the Clerk's delegation of duties permitted by section 156(c) of the Judicial Code and Local Rule 2002-1(f). Any services to be performed by Epiq that are set forth in the Engagement Agreement but are outside of the scope of section 156(c) of the Judicial Code are not covered by this Application or by any order approving the Application. Specifically, Epiq will perform the following tasks, as necessary, in its role as Claims and Noticing Agent, as well as all quality control relating thereto (collectively, the "Claims and Noticing Services"):

(a) Prepare and serve required notices and documents in this chapter 11 case in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules in the form and manner directed by the Debtor and/or the Court, including, if applicable, (i) notice of the commencement of this chapter 11 case and the initial meeting of creditors under section 341(a) of the Bankruptcy Code (as applicable), (ii) notice of any claims bar date (as applicable), (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of a plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan or plans, and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtor or the Court may deem necessary or appropriate for an orderly administration of this chapter 11 case;

(b) If applicable, maintain an official copy of the Debtor's schedule of assets and liabilities and statement of financial affairs (collectively, the "Schedules"), listing the Debtor's known creditors and the amounts owed thereto;

(c) Maintain (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rules 2002(i), (j), and (k) and those parties that have filed a notice of appearance under Bankruptcy Rule 9010; update lists and make lists available upon request by a party in interest or the Clerk;

(d) Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim;

(e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;

(f) For all notices, motions, orders or other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;

(g) Process all proofs of claim received, including those received by the Clerk, check processing for accuracy, and maintain the original proofs of claim in a secure area;

(h) Maintain an electronic platform for filing proofs of claim;

(i) Maintain the official claims register for the Debtor (the "Claims Register") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with a certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.), and (vi) any disposition of the claim;

(j) Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge during regular business hours and on a case-specific website maintained by Epiq;

(k) Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original proofs of claim;

(l) Record all transfers of claims and provide notice of transfers as required by Bankruptcy Rule 3001(e);

(m) Relocate, by messenger or overnight delivery, all court-filed proofs of claim to Epiq's offices, not less than weekly;

(n) Upon completion of the docketing process for all claims received, turn over to the Clerk copies of the Claims Register for the Clerk's review (upon the Clerk's request);

(o) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on, and/or changes to, the Claims Register and any service or mailing lists, including to identify and eliminate duplicate names and addresses from such lists;

(p) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;

(q) Assist in the dissemination of information to the public and respond to requests for administrative information regarding this chapter 11 case as directed by the Debtor or the Court, including through the use of a case website and/or call center;

(r) Monitor the Court's docket in this chapter 11 case and, when filings are made in error or containing errors, alert the filing party of such error and work with them to correct any such error;

(s) If this chapter 11 case is converted to chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of the notice to Epiq of entry of the order converting the case;

(t) Thirty (30) days before the close of this chapter 11 case, to the extent practicable, request that the Debtor submits to the Court a proposed order dismissing Epiq as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of this chapter 11 case;

(u) Within seven (7) days of notice to Epiq of entry of an order closing this chapter 11 case, provide to the Court the final version of the Claims Register as of the date immediately before the close of this chapter 11 case;

(v) Within fourteen (14) days of entry of an order dismissing a case or within twenty-eight (28) days of entry of a final decree, (a) forward to the Clerk an electronic version of all imaged claims, (b) upload the creditor mailing list into CM/ECF, and (c) docket a Final Claims Register; and

(w) Within the earlier to occur of (a) fourteen (14) days of entry of an order converting this chapter 11 case and (b) entry of a termination order, (i) forward to the Clerk an electronic version of all imaged claims; (ii) upload the creditor mailing list into CM/ECF and (iii) docket a Final Claims Register.

PROFESSIONAL COMPENSATION

12. The Debtor proposes to compensate Epiq for the Claims and Noticing Services set forth above in accordance with the pricing schedule attached to the Engagement Agreement. The Debtor respectfully requests that the undisputed fees and expenses incurred by Epiq in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtor's estate under section 156(c) of the Judicial Code and section 503(b)(l)(A) of the

Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court.

13. Epiq agrees to maintain records of all Claims and Noticing Services, including dates, categories of Claims and Noticing Services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtor, the United States Trustee for Region 3 (the "U.S. Trustee"), counsel for the Debtor, any standing trustee appointed in this chapter 11 case, and any party in interest that specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court.

14. The Debtor provided Epiq a retainer in the amount of $25,000 (the "Retainer") prior to the Petition Date. Epiq seeks to hold the retainer as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

15. Additionally, under the terms of the Engagement Agreement, the Debtor has agreed to indemnify, defend, and hold harmless Epiq and its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants, and employees under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Epiq's fraud, gross negligence, or willful misconduct or as otherwise provided in the Engagement Agreement or Proposed Order. The Debtor believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in this chapter 11 case.

EPIQ'S DISINTERESTEDNESS

16. Although the Debtor does not propose to employ Epiq under section 327 of the Bankruptcy Code pursuant to this Application (such retention will be sought by separate

application), Epiq has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtor, and, to the best of the Debtor's knowledge, information, and belief, and except as disclosed in the Mailloux Declaration, Epiq has represented that it neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed.

17. Moreover, in connection with its retention as Claims and Noticing Agent, Epiq represents in the Mailloux Declaration, among other things, that:

(a) Epiq is not a creditor of the Debtor;

(b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in this chapter 11 case;

(c) By accepting employment in this chapter 11 case, Epiq waives any rights to receive compensation from the United States government in connection with this chapter 11 case;

(d) In its capacity as the Claims and Noticing Agent in this chapter 11 case, Epiq will not be an agent of the United States and will not act on behalf of the United States;

(e) Epiq will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this chapter 11 case;

(f) Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;

(g) In its capacity as Claims and Noticing Agent in this chapter 11 case, Epiq will not intentionally misrepresent any fact to any person;

(h) Epiq shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

(i) Epiq will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

(j) None of the services provided by Epiq as Claims and Noticing Agent in this chapter 11 case shall be at the expense of the Clerk's office.

18. In view of the foregoing, the Debtor believes that Epiq is a "disinterested person" within the meaning of Bankruptcy Code section 101(14).

19. Epiq will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL

20. The Debtor submits that this Application complies with the Claims Agent Protocol and substantially conforms to the standard application used in this Court. In accordance with the Claims Agent Protocol, the Debtor reviewed and compared engagement proposals from three (3) court-approved claims and noticing agents, including Epiq, to ensure selection through a competitive process. The Debtor submits, based upon all engagement proposals obtained and reviewed, that Epiq's rates are competitive and reasonable given its quality of services and expertise. Epiq's rates are set forth in the Engagement Agreement.[4]

21. Based upon the foregoing, the Debtor submits that it has satisfied the requirements of Judicial Code section 156(c), the Local Rules, and the Claims Agent Protocol. Accordingly, the Debtor respectfully requests entry of the Proposed Order authorizing the Debtor to retain and employ Epiq as Claims and Noticing Agent, effective as of the Petition Date.

BASIS FOR RELIEF REQUESTED

22. The Debtor requests entry of the Proposed Order under Judicial Code section 156(c), Bankruptcy Code section 105(a), Bankruptcy Rule 2002(f), Local Rule 2002-1(f), and the Claims Agent Protocol, appointing Epiq as Claims and Noticing Agent for the Debtor, including assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in this chapter 11 case.

[4] Epiq has agreed to provide claims and noticing services to the Debtor at the rates stated on the pricing schedule attached to the Engagement Agreement.

23. Judicial Code section 156, in relevant part, provides:

> Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

24. Bankruptcy Code section 105, in relevant part, provides:

> The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, *sua sponte*, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

25. Local Rule 2002-1(f) provides:

> Upon motion of the debtor or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c). In all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file such motion on the first day of the case or within seven (7) days thereafter. The notice and/or claims clerk shall comply with the Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c) (which can be found on the Court's website) and shall perform the Claims and Noticing Services.

26. Accordingly, Bankruptcy Rule 2002, Local Rule 2002-1(f), section 156(c) of the Judicial Code, and section 105(a) of the Bankruptcy Code enable the Court to utilize outside agents and facilities for notice and claims purposes, provided that the Debtor's estate bears the cost of such services.

27. In view of the number of anticipated claimants and the complexity of the Debtor's business, the Debtor submits that the appointment of Epiq as the Claims and Noticing Agent is

both necessary and in the best interests of the Debtor's estate, creditors and other parties in interest because the Debtor will be relieved of the burdens associated with the Claims and Noticing Services. Accordingly, the Debtor will be able to devote its full attention and resources to the restructuring efforts described above.

RELIEF AS OF PETITION DATE IS APPROPRIATE

28. In accordance with the Debtor's request, Epiq has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurances that the Debtor would seek approval of its employment and retention, effective as of the Petition Date, so that Epiq can be compensated for services rendered before approval of this Application. The Debtor believes that no party in interest will be prejudiced by the granting of relief as of the Petition Date as proposed in this Application, because Epiq has provided and continues to provide valuable services to the Debtor's estate.

29. Accordingly, the Debtor respectfully requests entry of the Proposed Order authorizing the Debtor to retain and employ Epiq as Claims and Noticing Agent, effective as of the Petition Date.

WAIVER OF BANKRUPTCY RULES 6004(a) AND 6004(h)

30. To implement the foregoing successfully, the Debtor seeks a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14) day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

31. As explained above and in the First Day Declaration, the relief requested in this Application is necessary to avoid immediate and irreparable harm to the Debtor. Accordingly, the Debtor respectfully requests that the Court waive the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

NOTICE

32. Notice of this Application will be provided to: (a) the U.S. Trustee; (b) the Office of the United States Attorney for the District of Delaware; (c) the holders of the twenty largest unsecured claims against the Debtor; (d) counsel to the Prepetition Lender and DIP Lender; (e) the Internal Revenue Service; (f) the attorneys general for the States of Delaware and Nevada; (g) the Bureau of Land Management; and (h) any party that has requested notice under Bankruptcy Rule 2002. As this Application is seeking "first day" relief, notice of this Application and any order entered in connection with this Application will be served on all parties required by Local Rule 9013-1(m). The Debtor respectfully submits that such notice is sufficient, and no other further notice of this Application is required.

NO PRIOR REQUEST

33. No previous request for the relief sought in this Application has been made to this Court or any other court.

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WHEREFORE, the Debtor respectfully requests entry of the Proposed Order, substantially in the form attached to this Application as **Exhibit A**, granting the relief requested in this Application and such other and further relief as may be just and proper.

Dated: January 21, 2026
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ Aaron S. Applebaum

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- and -

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Proposed Counsel to the Debtor

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

ORDER (I) APPROVING
THE RETENTION AND APPOINTMENT
OF EPIQ CORPORATE RESTRUCTURING, LLC
AS CLAIMS AND NOTICING AGENT TO THE DEBTOR, EFFECTIVE
AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF

Upon the application (the "Application")[2] of the above-captioned debtor and debtor in possession (the "Debtor") for entry of an order (this "Order") approving the retention and appointment of Epiq Corporate Restructuring, LLC ("Epiq") as Claims and Noticing Agent for the Debtor in this chapter 11 case, effective as of the Petition Date, under section 156(c) of the Judicial Code, section 105(a) Bankruptcy Code, Bankruptcy Rule 2002(f), Local Rule 2002-1(f), and the Court's Claims Agent Protocol, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtor's case, (c) provide such other administrative services as required by the Debtor that would fall within the purview of services to be provided by the Clerk's office, all as more fully set forth in the Application, and (d) granting related relief, all as more fully set forth in the Application; and upon consideration of the First Day Declaration and Mailloux Declaration; and the Court being authorized under section 156(c) of the Judicial Code to utilize, at the Debtor's expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain,

[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 in this Order have the meaning given to them in the Application.

photocopy and transmit proofs of claim; and this Court being satisfied that Epiq has the capability and experience to provide such services and that Epiq does not hold an interest adverse to the Debtor or the estate respecting the matters upon which it is to be engaged; 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 this Court having found that it may enter a final order consistent with article III of the United States Constitution; and having determined that venue of this proceeding and the Application is proper under 28 U.S.C. §§ 1408 and 1409; and this Court having found and determined that the relief sought in the Application is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and this Court having found that the Debtor's notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted in this Order; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

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

2. Notwithstanding the terms of the Engagement Agreement attached as Exhibit C to the Application, the Application is approved solely as set forth in this Order and solely with respect

to the "Claims Management" and "Noticing" services set forth in the Services Schedule attached to the Engagement Agreement.

3. The Debtor is authorized to retain and employ Epiq as Claims and Noticing Agent, effective as of the Petition Date, under the terms of the Engagement Agreement, and Epiq is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in this chapter 11 case, and all related tasks, all as described in the Application (the "Claims and Noticing Services").

4. Epiq shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in this chapter 11 case and is authorized and directed to maintain the Debtor's Claims Register, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

5. Notwithstanding anything in the Application to the contrary, paragraph 6 of the Engagement Agreement ("Bank Accounts") shall be of no force or effect for services rendered pursuant to this Order.

6. Epiq is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

7. Epiq is authorized to take such other actions as required to comply with the specific duties set forth in paragraph 11 of the Application, which have been authorized pursuant to this Order.

8. Epiq shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

9. Without further order of this Court, the Debtor is authorized to compensate Epiq for the Claims and Noticing Services in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Epiq and the rates charged for each, and to reimburse Epiq for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Epiq to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

10. Epiq shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices via electronic mail on the Debtor, counsel for the U.S. Trustee, counsel for the Debtor, and any party in interest that specifically requests service of the monthly invoices.

11. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices; *provided* that the parties may seek resolution of the matter from the Court if resolution is not achieved.

12. Under section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Epiq under this Order shall be an administrative expense of the Debtor's estate.

13. Epiq will hold the Retainer during the chapter 11 case as security for the payment of Epiq's final invoice for services rendered and expenses incurred under the Engagement Agreement.

14. The Debtor shall indemnify Epiq and each other Indemnified Person, as that term is defined in the Engagement Agreement (collectively, the "Indemnified Persons") under the terms of the Engagement Agreement, subject to the following modifications:

a. The Indemnified Persons shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;

b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtor shall have no obligation to indemnify Indemnified Persons, or provide contribution or reimbursement to Indemnified Persons, for any claim or expense that is either: (i) judicially determined (the determination having become final an no longer subject to appeal) to have arisen from Indemnified Person's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtor alleges the breach of Indemnified Person's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law, or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Claims and Noticing Agent should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order;

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this chapter 11 case (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing this chapter 11 case, an Indemnified Person believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Indemnified Person or Epiq must file an application therefor in this Court, and the Debtor may not pay any such amounts to such Indemnified Person before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Indemnified Person for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify the Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution, or reimbursement.

15. Notwithstanding anything to the contrary, paragraph 9 of the Engagement Agreement regarding limitation of liability shall be given no effect during the chapter 11 case.

16. In the event Epiq is unable to provide the Claims and Noticing Services, Epiq shall immediately notify the Clerk and the Debtor's counsel and cause all original proofs of claim and

computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtor's counsel.

17. The Debtor may submit a separate retention application, under section 327 of the Bankruptcy Code and/or any applicable law, for services that are to be performed by Epiq but are not specifically authorized by this Order.

18. Epiq shall not cease providing Claims and Noticing Services during this chapter 11 case for any reason, including nonpayment, without an order of the Court.

19. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, this Order shall govern.

20. The Debtor and Epiq are authorized to take all actions necessary to effectuate the relief granted in this Order.

21. After entry of an order terminating Epiq's services as the Claims and Noticing Agent, upon the closing of this chapter 11 case, or for any other reason, Epiq shall be responsible for (a) forwarding to the Clerk an electronic version of all imaged claims, (b) uploading the creditor mailing lists into CM/ECF and (c) docketing a final Claims Register.

22. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

24. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

EXHIBIT B

Mailloux Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

DECLARATION OF
KATE MAILLOUX IN SUPPORT
OF APPLICATION OF THE DEBTOR FOR ENTRY
OF AN ORDER (I) APPROVING THE RETENTION AND
APPOINTMENT OF EPIQ CORPORATE RESTRUCTURING, LLC
AS CLAIMS AND NOTICING AGENT TO THE DEBTOR, EFFECTIVE
AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF

I, Kate Mailloux, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Senior Director of Epiq Corporate Restructuring, LLC ("Epiq"), with offices located at 777 3rd Ave., 12th Floor, New York, NY 10017. I am authorized to submit this declaration (this "Declaration") in support of the *Application of the Debtor for Entry of an Order (I) Approving the Retention and Appointment of Epiq Corporate Restructuring, LLC as Claims and Noticing Agent to the Debtor, Effective as of the Petition Date, and (II) Granting Related Relief* (the "Application").[2] Except as otherwise noted, I have personal knowledge of the matters set forth in this Declaration, and if called and sworn as a witness, I could and would testify competently thereto.

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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 in this Declaration have the meaning given to them in the Application.

2. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including the following recent cases filed in this District. *See, e.g.*, *In re Royal Interco, LLC, et al.*, Case No. 25-10674 (TMH) (Bankr. D. Del. Apr. 10, 2025); *In re Synthego Corporation*, Case No. 25-10823 (MFW) (Bankr. D. Del. May 8, 2025); *In re Alachua Government Services, Inc.*, Case No. 25-11289 (JKS) (Bankr. D. Del. Jul. 11, 2025); *In re Mosaic Companies, LLC, et. al.*, Case No. 25-11296 (CTG) (Bankr. D. Del. Jul. 11, 2025); *In re Yellow Corporation, Inc.*, Case No. 23-11069 (CTG) (Bankr. D. Del. Aug. 9, 2023); *In re Nova Wildcat Shur-Line Holdings, Inc*. (a/k/a H2 Brands Group Home & Hardware), Case No. 23-10114 (CTG) (Bankr. D. Del. Jan. 29, 2023); *In re AIG Financial Products Corp*., Case No. 22-11309 (MFW) (Bankr. D. Del. Dec. 14, 2022); *In re Medly Health Inc.*, Case No. 22-11257 (KBO) (Bankr. D. Del. Dec. 9, 2022); *In re Winc, Inc*., Case No. 22-11238 (LSS) (Bankr. D. Del. Nov. 30, 2022); *In re FTX Trading Official Committee of Unsecured Creditors*, Case No. 22- 11068 (JTD) (Bankr. D. Del. Nov. 11, 2022*); In re Prehired, LLC*, Case No. 22-11007 (JTD) (Bankr. D. Del. Sep. 27, 2022); *In re Pack Liquidating, LLC (f/k/a Packable Holdings, LLC*), Case No. 22-10797 (CTG) (Bankr. D. Del. Aug. 28, 2022); *In re ExpressJet Airlines LLC*, Case No. 22-10787 (MFW) (Bankr. D. Del. Aug. 23, 2022); *In re FSPH, Inc*., Case No. 22-10575 (CTG) (Bankr. D. Del. Jun. 29, 2022); *In re Armstrong Flooring, Inc.,* 22-10426 (MFW) (Bankr. D. Del. May 8, 2022); *In re Gulf Coast Health Care, LLC*, Case No. 21-11336 (KBO) (Bankr. D. Del. Oct 14, 2021); *In re Alamo Drafthouse Cinemas Holdings, LLC,* Case No. 21-10474; *In re RTI Holding Company, LLC*, Case No. 20- Case 20-12456 (JTD) (Bankr. D. Del. Oct 7, 2020); *In*

re Town Sports International LLC, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020); *In re RGNGroup Holdings, LLC*, Case No. 20-11961 (BLS) (Bankr. D. Del. Aug. 19, 2020).

3. As agent and custodian of Court records under section 156(c) of the Judicial Code, Epiq will perform, at the request of the Clerk of the Bankruptcy Court (the "Clerk"), the services specified in the Application and the Engagement Agreement. In addition, at the Debtor's request, Epiq will perform such other claims and noticing services specified in the Application. For the avoidance of doubt, under the Engagement Agreement, Epiq will perform the Claims and Noticing Services for the Debtor in this chapter 11 case. In performing such services, Epiq will charge the Debtor the rates set forth in the Engagement Agreement, which rate structure is attached as Exhibit C to the Application.

4. Subject to Court approval, the Debtor has agreed to compensate Epiq for professional services rendered under section 156(c) of the Judicial Code in connection with this chapter 11 case according to the terms and conditions of the Engagement Agreement. Payments are to be based upon the submission of a billing statement by Epiq to the Debtor after the end of each calendar month which includes a detailed listing of services and expenses. Epiq received a $25,000 retainer (the "Retainer") from the Debtor prior to the Petition Date to hold as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

5. Epiq represents, among other things, the following:

(a) Epiq is not a creditor of the Debtor;

(b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in this chapter 11 case;

(c) By accepting employment in this chapter 11 case, Epiq waives any rights to receive compensation from the United States government in connection with this chapter 11 case;

(d) In its capacity as the Claims and Noticing Agent in this chapter 11 case, Epiq will not be an agent of the United States and will not act on behalf of the United States;

(e) Epiq will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this chapter 11 case;

(f) Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;

(g) In its capacity as Claims and Noticing Agent in this chapter 11 case, Epiq will not intentionally misrepresent any fact to any person;

(h) Epiq shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

(i) Epiq will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of section 156(c) of the Bankruptcy Code; and

(j) None of the services provided by Epiq as Claims and Noticing Agent in this chapter 11 case shall be at the expense of the Clerk's office.

6. Although the Debtor does not propose to retain Epiq under section 327 of the Bankruptcy Code pursuant to the Application (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of identified potential parties in interest, annexed hereto as **Schedule 1** (the "Potential Parties in Interest") in this chapter 11 case. The list of Potential Parties in Interest was provided by the Debtor and included, among other parties, the Debtor, non-Debtor affiliates, current and former directors and officers of the Debtor, significant equity holders, secured creditors, lenders, the Debtor's largest unsecured creditors, the United States Trustee for Region 3 (the "U.S. Trustee") and persons employed in the Office of the U.S. Trustee, and other parties. Epiq is not aware of any relationship that would present a disqualifying conflict of interest. To the extent that Epiq's conflicts check has revealed that certain Potential Parties in Interest were current or former clients of Epiq within

the past three years, Epiq has identified these parties internally, annexed hereto as **Schedule 2** (the "Client Match List"). However, given Epiq's neutral position as claims and noticing agent or administrative advisor for any parties listed on the Client Match List, Epiq does not view such relationships as real or potential conflicts. Further, to the best of my knowledge, any such relationship between Epiq and any parties on the Client Match List is completely unrelated to the Debtor and this chapter 11 case.

7. In addition, to the best of my knowledge, none of Epiq's employees are related to bankruptcy judges in the District of Delaware, the U.S. Trustee, any attorney known by Epiq to be employed with the U.S. Trustee serving the District of Delaware, or are equity security holders of the Debtor.

8. The results of the conflict check were compiled and reviewed by Epiq professionals under my supervision. At this time, and as set forth in detail in this Declaration, Epiq is not aware of any connection that would present a disqualifying conflict of interest. To the best of my knowledge, and based solely upon information provided to me by the Debtor, and except as provided herein, neither Epiq, nor any of its professionals, has any materially adverse connection to the Debtor, its creditors or other relevant parties. Epiq may have relationships with certain of the Debtor's creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for other chapter 11 debtors. Should Epiq discover any new relevant facts or connections bearing on the matters described in this Declaration during the period of its retention, Epiq will use reasonable efforts to promptly file a supplemental declaration.

9. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is corporate parent to certain companies that provide integrated technology products and services to the legal

profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

10. Epiq Systems, Inc., is a wholly owned subsidiary of Document Technologies, LLC ("DTI"), a global legal process outsourcing company, which is an ultimate wholly owned subsidiary of DTI Topco, Inc. ("DTI Topco"). DTI Topco is a privately-held entity with majority ownership held by OMERS Administration Corporation ("OAC"), the administrator of the OMERS pension funds, and managed by OMERS Private Equity Inc. ("OPE", which together with OAC are referred to as "OMERS"), and funds managed by Harvest Partners, LP ("Harvest") a leading private equity investment firm.

11. Neither OMERS nor Harvest are currently identified on the Potential Parties in Interest list. However, the following disclosure is made out of an abundance of caution and in an effort to comply with the Bankruptcy Code and Bankruptcy Rules.

12. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco ("Parent Board Designees"). No designees of OMERS or Harvest are members of the Board of Directors of DTI or Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place (collectively, the "Barrier"): (i) prior to the Debtor commencing this case, Epiq did not share the names or any other information identifying the Debtor with OMERS, Harvest, or the Parent Board Designees; (ii) Epiq has not and will not furnish any material nonpublic information about the Debtor to DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (iii) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board

Designees, work on Epiq client matters or have access to Epiq client information, client files, or client personnel; (iv) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work in Epiq's offices; (v) other than the Parent Board Designees, Epiq operates independently from DTI, DTI Topco, OMERS and Harvest, including that it does not share any employees, officers or other management with OMERS or Harvest, has separate offices in separate buildings, and has separate IT systems; and (vi) no Epiq executive or employee is a director, officer or employee of OMERS or Harvest (or vice versa other than the Parent Board Designees).

13. Epiq has searched the names of DTI, DTI Topco, OMERS and Harvest against the Debtor and the Potential Parties in Interest list provided by the Debtor. Based solely on the foregoing search, Epiq has determined, to the best of its knowledge, that there are no connections. Because of any applicable securities laws and the fact that Epiq operates independently from DTI, DTI Topco, OMERS and Harvest, prior to the Petition Date, Epiq was unable to further investigate with either OMERS or Harvest, to the extent necessary, any potential or actual connection between either OMERS or Harvest and the Debtor and the potential parties in interest.

14. Epiq has working relationships with certain of the professionals retained by the Debtor and other parties herein but such relationships are completely unrelated to this chapter 11 case. Epiq has represented, and will continue to represent, clients in matters unrelated to this chapter 11 case, and has had, and will continue to have, relationships in the ordinary course of its business with certain professionals in connection with matters unrelated to this chapter 11 case.

15. Epiq has not been retained to assist any entity or person other than the Debtor on matters relating to, or in connection with, this chapter 11 case. If Epiq's proposed retention is approved by this Court, Epiq will not accept any engagement or perform any service for any entity or person other than the Debtor in this chapter 11 case.

16. Based on the foregoing, I believe Epiq is a "disinterested person" as that term is referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code. Moreover, to the best of my knowledge, neither Epiq nor any of its partners or employees hold or represent any interest materially adverse to the Debtor's estate with respect to any matter upon which Epiq is to be engaged.

17. Neither Epiq nor its affiliates are party to any agreements where it/they receive(s) consideration in exchange for transferring information derived from its role as a claims agent under section 156(c) of the Judicial Code to non-client third parties.

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

Dated: January 21, 2026
New York, New York

/s/ Kate Mailloux
Kate Mailloux
Senior Director
Epiq Corporate Restructuring, LLC

SCHEDULE 1

Potential Parties in Interest

Debtor
Tonopah Solar Energy, LLC

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

Secured Creditors
Crescent Dunes Finance, Inc.

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

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

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

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

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

Top 20
ACS Industrial Activities, Inc.
Caltrol, Inc.
Canon Financial Services, Inc.
Carson Pump, LLC
Emerson LLP (f/k/a Fisher Rosemount Systems, Inc.)
McMaster-Carr Supply Company
Nalco Company LLC
Rain for Rent d/b/a Western Oilfields Supply Co.
Raley's
Schulte Roth & Zabel
Secure Cable Ties

The Tire Rack, Inc.
Uline, Inc.
Velocity Truck Centers
W W Granger, Inc.
Willis Towers Watson Midwest, Inc.
Zoro Tools, Inc.

Utilities
Sierra Pacific Power (dba NV Energy)
Mimoworks
Rebel Oil

Banks & Financial. Institutions
PNC Bank, N.A.
Paypal Holdings, Inc.
CitiBank, N.A.

U.S. Trustee, Judges, and Court Staff
Judge Laurie Selber Silverstein
Judge John T. Dorsey
Judge Craig T. Goldblatt
Judge Thomas M. Horan
Judge Karen B. Owens
Judge Brendan L. Shannon
Judge J. Kate Stickles
Judge Mary F. Walrath
Rosa Sierra-Fox
Benjamin Hackman
Christine Green
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Fang Bu
Hannah M. McCollum
Holly Dice
James R. O'Malley
Jane Leamy
Jonathan Lipshie
Jonathan Nyaku
Joseph Cudia
Joseph McMahon
Lauren Attix
Linda Casey
Linda Richenderfer
Malcolm M. Bates
Michael Girello
Nyanquoi Jones
Richard Schepacarter
Shakima L. Dortch
Timothy J. Fox, Jr.
Andrew Vara
Laura Haney
Robert Cavello
Demitra Yeager
Nickita Barksdale
Claire Brady
Marquietta Lopez
Amanda Hrycak
Danielle Gadson
Jill Walker
Rachel Bello
Cacia Batts
Lora Johnson
Paula Subda
Al Lugano
Catherine Farrell
Laurie Capp
Una O'Boyle
David C. Weiss
Hawa Konde, Auditor (Bankruptcy)
Dianne P. Dugan, Regional Staff – Administrative Officer
Joanne E. Clausen, Regional - Staff Secretary

Contract Parties & Vendors
Alimak Group USA, Inc.
Blackburn Pest Control
BrandSafway Solutions, LLC
Bureau of Land Management
Desert Green Disposal and Industrial LLC
Energy GPC Consulting LLC
Fire Extinghisher Service Center
GDS Associates Inc.
Great Basin Bird Observatory
Jo-Jon Inc. d/b/a Specialty Welding
M&K Enterprises
Mark Manski LLC
Moutain Alarm
Network Magic Unlimited
Projtech, Inc.
Stantec Consulting Services, Inc.

Sunbelt Rentals
Tawny Point, LLC
Thomas Donnelly
United Rentals, Inc.
Switched On LLC
Fireman's Fund Indemnity Corporation
Aspen American Insurance Company
American Equipment Systems, Inc.
American Safety Services, inc.
Atlas Copco Compressors, LLC
Bay Valve Servie & Engineering, LLC
Cassidy & Associates, Inc.
D5 Unlimited Inc./Steve's Auto
DLE Equipment, Inc.
I-G Refactories, LLC
McIntosh Communicatins, inc.
Mertec Engineering/CMP Sales Corp.
Piping Technology & Products Inc.
West Direct Oil, LLC
Wilson Sonsini Goodrich & Rosati
Alimak Group USA Inc.
Eltherm Canada Inc.
Reed Electric & Field Service
Evoqua Water Technologies
Solien Technology, Inc.
MaxxForce Industrial Tooling LLC
34 Technology Makine Sanayi Ticaret Limited Sirket
A2Z NDT Inspection Services LLC
AC Hero Las Vegas
AESSEAL INC
Affiliated Metals (dba), Reliance Steel & Alumi
Airde Mechanical Services LLC
Airside Solutions, Inc
Alan B. Kaplan
Allied Benefits Systems LLC
American Equipment Systems, LLC
Ampacimon, Inc
Anixter Inc
Aon Risk Services Northeast, Inc.
Aragon Photonics Labs S.L.U.
ARC WorkPlace Services, LLC
A-Rent Test Equipment LLC
ATIS Elevator Inspections, LLC
Atlas Copco Compressors LLC
AUTOMATIONDIRECT.COM INC
AVO Diagnostic Services (dba) Megger Systems & Ser
Axiom Backgrounds, LLC
Axiom Heat Treatment, LLC
Badger Industries (dba) Markovitz Enterprises Inc
Bay Valve Service & Engineering, LLC
Beabout Brock Easley LLC
Bender CCP Inc.
Bently Nevada, LLC
Binary Stream Software Inc.
Bishop Heating & Air Conditioning, Inc
Blair-Martin Co., Inc.
Brenntag Pacific, Inc.
BSI (dba), Buck Sales Inc
Bureau of Safe Drinking Water
Cal-Nevada Towing dba Road Services Platform
Cashman Equipment Company
Central Nevada Hardware
Chicken Hawk Transport, LLC
Cindy Sopko
City Electric Supply Company
Coatings West Inc
Colonial Life & Accident Insurance Company
Corte Civil y Mercantil de Arbitraje-CIMA
CoView Capital, Inc.
Covington & Burling LLP
CTi Controltech, Inc.
D5 Unlimited Inc., Steve's Auto & Truck Parts
Distribution International (dba), Specialty Distri
Distribution International Southwest, Inc
Double S Industrial, LLC
DXP Enterprises Inc dba Cortech Engineering
Dynisco Parent Inc
Eide Bailly LLP
Eltherm Spain SLU
Equivalent Controls Corporation
Eveon Containers Inc
Evident Scientific, Inc
Exponential Power, Inc
Extrusion Control & Supply, Inc.
Farmer's Business Network, Inc

Fike Corporation
Findlay Chevrolet (dba), CJF Automtive LLC
Flame Spray, Inc
Flexaseal Engineered Seals and Systems, LLC
Flowserve US, Inc.
Fluke Electronics Corporation
Fugate Industrial Sales, Inc
GE Grid Solutions LLC (dba) Grid Solutions (U.S.)
GEA BGR ENERGY SYSTEM INDIA LTD
General Motors Financial Company
GK Techstar, LLC
Global Equipment Company Inc
Guy L. Warden and Sons
Haringa Compressor, Inc
Hasch Company
Herlogas, S.A.
Hogan Lovells International LLP
Ignite Outage Group LLC
Industrial Electric Machinery
InfaTec GmbH Infrarotsensorik und Messtechnik
Innomotics LLC
Inquipco
Instrumart LLC
Intellirent Co. Ltd.
Interworld Highway dba Tequipment
IPS PowerServe, National Field Services
Irby Utilities (dba), Stuart C. Irby Company
J.S. Held Spain S.L.
Kansas City Deaerator, Inc
KLA Construction LLP
La Quinta Inn (dba), Operations Inn LLC
Lamons Gasket Co (dba), LGC US Asset Holdings LLC
Mallory Safety & Supply LLC
Mark Manski
MarkAyers Engineering LLC
Matt-Alex, Inc. DBA Advanced International Services
Mettler-Toledo Process Analytics Inc
Mike’s Rubbish and Recycling
Mody Pumps, Inc.
Motion Industries, INC
MSC Industrial Supply, Inc.
MSDSonline, Inc.
Nevada Division of Environmental Protection
Nevada HR Team LLC
Nevada Seal & Pump LLC
Nevada State Fire Marshal
Nevada Technical Services LLC
Nixon-EGLI Equipment Company
North Battleford Power LP
NSB Debit Card Fernandez x____
NSB Debit Card Peterson x2855
ODP Business Solutions, LLC (FKA Office Depot)
Omicron Electronics Corp. USA
Open Loop Energy
Osborne Clarke Espana S.L.P.
Pedelta Inc.
PLC’Soft S.L.
Powerflo Products Inc.
Prime Field Service Corp
Resin Tech, Inc.
Rittal LLC
Ritz Safety LLC
RS Americas, Inc
Sahara CDJR (dba), Las Vegas- CJD, LLC
Sam’s Club
Sentry Equipment Corp
Separator Spares & Equipment, LLC
Seton (dba), Tricor Direct Inc
SFB Utility Services, Inc.
Shermco Industries, Inc
Siemens Large Drives, LLC (dba) Siemens Industry
Silver State Analytical Laboratories, Inc.
SPB Utility Services, Inc.
SSG Advisors, LLC
St of NV Occupational Safety & Health Administration
Sun Life Assurance Company of Canada
Swaglok Southwest Co.
Technology Management Concepts
Tecnicas Predictivas E Instumenta Cion SL
Tewer Engineering S.L.
TForce Freight, Inc
The Model Shop
Thermo International Services, LLC
Tholl Fence, Inc.

Tom Ponton Industries, Inc.
Tonopah Steel Alliance
Total Industries, Inc
Toyota Financial Services
Tratamientos Quimicos del Agua e Industria SL
United Parcel Services of America, Inc.
Unline, Inc.
Vaisala Inc
Valley Propane
VEGA Americas, Inc.
Vegas Electric Supply
Verizon Communications Inc
VRC Protx LLC
Welsco Corp
West Coast Welding & Piping Inc
Western Nevada Supply Company
Western Renewable Energy Generation Info System
Wrenches (dba), Bendpak
Xerographics of Flagstaff Inc.(dba)Smart Document
Xerox Financial Services LLC
Xtra*Tuls LLC

SCHEDULE 2

Client Match List

Name	**Relationship to Debtor**
Citibank, N.A.	Bank & Financial. Institution

<u>EXHIBIT C</u>

Engagement Agreement

EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as "Epiq" and "Client" as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the "Agreement"), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the "Services") in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the "Pricing Schedule"). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days' prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days' prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.

3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 1, 2026. If such annual increases exceed 10% from the prior year's level, Epiq shall provide sixty (60) days' prior written notice to Client of such proposed increases.

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3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable and documented out of pocket travel expenses. Such items will be charged at actual cost without mark-up.

3.4 Client shall pay or reimburse all documented taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.

3.5 Client shall pay to Epiq any actual documented charges (including reasonable and documented fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.

3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.

3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of $25,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement, in each case, except to the extent that such damages or losses were incurred or arose as a direct result of fraud, gross negligence, or willful misconduct by Epiq or any of its affiliates or its parent or any of their respective members, directs, agents, representatives, managers, consultants, and employees..

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5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the "Property"). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Bank Accounts

At the request of the Client or Client Parties, Epiq shall be authorized to establish accounts with financial institutions in the name of and as agent for the Client to facilitate distributions pursuant to a Chapter 11 plan or other transactions. To the extent such accounts or other financial products are provided to the Client, pursuant to Epiq's agreement(s) with financial institutions, Epiq may receive fees and other compensation from such institutions.

7. Disposition of Data.

7.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.

7.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the "Client Materials") may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable and documented expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without

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Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.

8. Indemnification.

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an "Indemnified Person") harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable and documented costs of preparation and attorneys' fees of a single law firm for all Indemnified Persons) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's fraud, gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

9. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING

TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.

10. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

11. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

12. General

12.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.

12.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. This Agreement may not be assigned by Epiq without the express written consent of the Client, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.

12.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.

12.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

12.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.

12.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.

12.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportational disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.

12.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

12.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.

12.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

<u>If to Epiq</u>:

Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Floor
New York, New York 10017
Attn: Brad Tuttle

<u>If to Client</u>:

Tonopah Solar Energy, LLC
11 Gabbs Pole Line Road
Tonopah, NV 89049
Attn: Yale S. Bogen

<u>With a copy to</u>:

DLA Piper LLP (US)
1201 N. Market Street, Suite 2100
Wilmington, Delaware 19801
Attn: Aaron S. Applebaum

- and -

1251 Avenue of the Americas
New York, New York 10020
Attn: Rachel Ehrlich Albanese

12.11 Invoices sent to Client should be delivered to the following address:

Tonopah Solar Energy, LLC
11 Gabbs Pole Line Road
Tonopah, NV 89049
Attn: Yale S. Bogen (ybogen@DSIConsulting.com)

Email:
with a copy to aaron.applebaum@us.dlapiper.com and rachel.albanese@us.dlapiper.com

12.12 The "Effective Date" of this Agreement is July 21, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ CORPORATE RESTRUCTURING, LLC

Name: Brad Tuttle
Title: General Manager

COMPANY NAME

By: Tonopah Solar Energy, LLC

Name: Yale Bogen

Title: Chief Restructuring Officer

SERVICES SCHEDULE

SCHEDULES/STATEMENT PREPARATION

➢ Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements"), including (as needed):

- Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
- Create and maintain databases for maintenance and formatting of Schedules and Statements data.
- Coordinate collection of data from Client and advisors.
- Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

CLAIMS MANAGEMENT

➢ Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).

➢ Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.

➢ Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).

➢ Process all proof of claim/interest submitted.

➢ Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.

➢ Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:

- Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
- Date received;
- Claim number assigned; and
- Asserted amount and classification of the claim.

- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.

- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.

- Implement necessary security measures to ensure the completeness and integrity of the claims registers.

- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).

- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

NOTICING

- Prepare and serve required notices in these Chapter 11 cases, including:

  - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;

  - Notice of any auction sale hearing;

  - Notice of the claims bar date;

  - Notice of objection to claims;

  - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and

  - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.

- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.

- Update claim database to reflect undeliverable or changed addresses.
- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

BALLOTING/TABULATION

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
    - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
    - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
    - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
    - Coordinate distribution of solicitation documents.
    - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
    - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
    - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
    - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.
    - Undertake such other duties as may be requested by the Client.

CALL CENTER

- Provide state-of-the-art Call Center facility and services, including (as needed):
    - Create frequently asked questions, call scripts, escalation procedures and call log formats.
    - Record automated messaging.

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- Train Call Center staff.
- Maintain and transmit call log to Client and advisors.

MISCELLANEOUS

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.

- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.

- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.

- Provide temporary employees to the Clerk's Office to process claims, as necessary.

PRICING SCHEDULE

CLAIM ADMINISTRATION HOURLY RATES

Title	Rates
IT / Programming	$55.00 – $75.00
Case Managers	$85.00 – $165.00
Project Managers/Consultants/ Directors	$165.00 – $185.00
Solicitation Consultant	$185.00
Executive Vice President, Solicitation	$185.00
Executives	No Charge

CLAIMS AND NOTICING RATES[1]

Printing	$0.10 per image
Personalization / Labels	Waived
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL*
Fax Noticing	$0.05 per page
Claim Acknowledgement Letter	$0.05 per letter
Publication Noticing	Quoted at time of request

DATA MANAGEMENT RATES

Creditor/Data Records, Maintenance & Security	$0.10 per record/month
Electronic Imaging	$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
Jump Drive (Mass Document Storage)	Quoted at time of request

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE

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1 Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

*Quoted at time of request for high volume blasts to all creditors

CALL CENTER RATES

Standard Call Center Setup	NO CHARGE
Call Center Operator	$65 per hour
Voice Recorded Message	$0.34 per minute

OTHER SERVICES RATES

Custom Software, Workflow and Review Resources	Quoted at time of request
Strategic Communication Services	Quoted at time of request
Escrow Services	Quoted at time of request /competitive rates
Securities Exchange / ATOP Event	Quoted at time of request
eDiscovery	Quoted at time of request, bundled pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request