IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
Omnis Pleasants, LLC[1]	)	Case No. 26-11169 (KBO)
Debtor.	)	**Ref. Docket Nos. 83, 175 & 188**

NOTICE OF FILING OF *FURTHER REVISED* ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF HERBERT SMITH FREEHILLS KRAMER (US) LLP AS ATTORNEYS FOR THE DEBTOR AND DEBTOR IN POSSESSION EFFECTIVE AS OF THE PETITION DATE

PLEASE TAKE NOTICE that, on August 13, 2026, the above-captioned debtor and debtor in possession (the "**Debtor**") filed the *Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Herbert Smith Freehills Kramer (US) LLP as Attorneys for the Debtor and Debtor in Possession Effective as of the Petition Date* [Docket No. 83] (the "**Application**")[2] with the United States Bankruptcy Court for the District of Delaware. A proposed form of order approving the Application was attached to the Application as Exhibit A (the "**Proposed Retention Order**").

PLEASE TAKE FURTHER NOTICE that the deadline to object to the Application was August 27, 2026 at 4:00 p.m. (ET) (as extended for certain parties, the "**Objection Deadline**"). Prior to the Objection Deadline, the Debtor received formal objections (the "**Objections**") to the Application from Omnis Fuel Technologies, LLC and Quantum Pleasants, LLC [Docket No. 188] and the United States Trustee for the District of Delaware [Docket No. 175].

PLEASE TAKE FURTHER NOTICE that, on September 1, 2026, the Debtor filed an omnibus reply (the "**Reply**") in response to the Objections. A revised form of the Proposed Retention Order was attached thereto as Exhibit C-1 (the "**Revised Proposed Retention Order**").

PLEASE TAKE FURTHER NOTICE that a hearing (the "**Hearing**") to consider, among other things, the Application, the Objections, and the Reply, took place on September 3, 2026 before the Honorable Karen B. Owens. At the conclusion of the Hearing, the Court advised the parties that it would take the Application under advisement.

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[1] The last four digits of the Debtor's tax identification number are 2673. The location of the Debtor's principal place of business and the Debtor's service address is One Power Station Boulevard, Belmont, West Virginia, 26134.

[2] Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Application.

PLEASE TAKE FURTHER NOTICE that, following the Hearing, the Debtor has made further revisions to the Revised Proposed Retention Order (the "**Further Revised Proposed Order**") to clarify that Young Conaway Stargatt & Taylor, LLP will advise the Debtor with respect to matters in which the interests of the estate are directly adverse to the interests of TRAG LLC and RG Energy LLC. The Further Revised Proposed Order is attached hereto as **Exhibit A**. A blackline comparing the Further Revised Proposed Retention Order against the Revised Proposed Retention Order filed with the Reply is attached hereto as **Exhibit B**.

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Date: September 4, 2026

/s/ James C. Diver

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– and –

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**Admitted Pro Hac Vice*

Proposed Co-Counsel to the Debtor and Debtor in Possession

EXHIBIT A

Further Revised Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
OMNIS PLEASANTS, LLC, [1]	)	Case No. 26-11169 (KBO)
Debtor.	)	

ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF HERBERT SMITH FREEHILLS KRAMER (US) LLP AS ATTORNEYS FOR THE DEBTOR AND DEBTOR IN POSSESSION EFFECTIVE AS OF THE PETITION DATE

Upon the *Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Herbert Smith Freehills Kramer (US) LLP as Attorneys for the Debtor and Debtor in Possession Effective as of the Petition Date* (the "**Application**")[2] of the above-captioned debtor in possession (the "**Debtor**") for entry of an order (this "**Order**") authorizing the Debtor to retain and employ Herbert Smith Freehills Kramer (US) LLP ("**HSF Kramer**") as its attorneys on the terms set forth in the Application effective as of the Petition Date, pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1; and upon the Declaration of Alexander Woolverton (the "**Woolverton Declaration**") attached to the Application as Exhibit B; and upon the Declaration of David Hindman, Chief Executive Officer (the "**Hindman Declaration**"), attached to the Application as Exhibit C; and upon the *Supplemental Declaration of Alexander Woolverton in Support of Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Herbert Smith Freehills*

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Kramer (US) LLP as Attorneys for the Debtor and Debtor in Possession Effective as of the Petition Date [D.I. 211, Ex. D] (the "**Supplemental Woolverton Declaration**"); and upon the *Supplemental Declaration of David Hindman in Support of Herbert Smith Freehills Kramer LLP Retention Application* [D.I. 211, Ex. E] (the "**Supplemental Hindman Declaration**"); and this Court having jurisdiction pursuant to 28 U.S.C. §§ 157(a) and (b) and 1334(b) to consider the Application and the relief requested therein; and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided under the particular circumstances; and it appearing that no other or further notice need be provided; and this Court finding that HSF Kramer does not represent or hold any interest adverse to the Debtor or its estate as to the matters upon which HSF Kramer has been and is to be employed, and that HSF Kramer is a "disinterested person" as such term is defined in section 101(14) of the Bankruptcy Code; and this Court having determined that the legal and factual bases set forth in the Application, the Woolverton Declaration and the Hindman Declaration establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is approved as set forth herein.

2. Pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1, the Debtor is authorized to employ HSF Kramer as its co-counsel on the terms set forth in the Application, the Woolverton Declaration, and the Engagement Letter, effective as of the Petition Date.

3. HSF Kramer shall apply for compensation and professional services rendered and reimbursement of expenses incurred in connection with the Debtor's Chapter 11 Case in compliance with sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, and Local

Rule 2016-1(a), and such other procedures as may be fixed by order of this Court. HSF Kramer also intends to, and shall, make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines, both in connection with the Application and the interim and final fee applications to be filed by HSF Kramer in this Chapter 11 Case.

4. HSF Kramer is authorized to apply its remaining retainer against any outstanding prepetition fees, expenses, and costs and/or hold its remaining retainer as security during the pendency of this Chapter 11 Case until HSF Kramer's postpetition fees and expenses are awarded and payable to HSF Kramer on a final basis. At the conclusion of HSF Kramer's engagement by the Debtor, if the amount of HSF Kramer's outstanding and estimated fees, expenses, and costs is less than the amount of the remaining retainer, HSF Kramer shall pay to the Debtor the amount by which HSF Kramer's retainer exceeds such fees, expenses, and costs.

5. Prior to applying any increases in its hourly rates beyond the rates set forth in the Application, HSF Kramer shall provide ten (10) calendar days' prior notice of any such increases to the Debtor and the U.S. Trustee and shall file a Supplemental Affidavit with the Court. All parties in interest retain rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

6. Except with respect to document review services, notwithstanding anything in the Application and the Woolverton Declaration to the contrary, HSF Kramer shall (i) to the extent that HSF Kramer uses the services of independent contractors or subcontractors (collectively, the "**Contractors**") in this Chapter 11 Case, pass through the cost of such Contractors at the same rate that HSF Kramer pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure

that the Contractors are subject to the same conflicts checks as required for HSF Kramer; (iv) file with this Court such disclosures required by Bankruptcy Rule 2014; and (v) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in this Chapter 11 Case.

7. Young Conaway will advise the Debtor on all matters where the interest of the estate is directly adverse to the interests of TRAG/RGE.

8. To the extent the Application, the Engagement Letter, the Woolverton Declaration, or the Hindman Declaration are inconsistent with this Order, the terms of this Order shall govern.

9. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. The Debtor and HSF Kramer are authorized to take all actions they deem necessary and appropriate to effectuate the relief granted pursuant to this Order in accordance with the Application.

11. This Court has and shall retain exclusive jurisdiction to hear and determine all matters arising from the implementation of this Order.

EXHIBIT B

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
OMNIS PLEASANTS, LLC, [1]	)	Case No. 26-11169 (KBO)
Debtor.	)	

ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF HERBERT SMITH FREEHILLS KRAMER (US) LLP AS ATTORNEYS FOR THE DEBTOR AND DEBTOR IN POSSESSION EFFECTIVE AS OF THE PETITION DATE

Upon the *Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Herbert Smith Freehills Kramer (US) LLP as Attorneys for the Debtor and Debtor in Possession Effective as of the Petition Date* (the "**Application**")[2] of the above-captioned debtor in possession (the "**Debtor**") for entry of an order (this "**Order**") authorizing the Debtor to retain and employ Herbert Smith Freehills Kramer (US) LLP ("**HSF Kramer**") as its attorneys on the terms set forth in the Application effective as of the Petition Date, pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1; and upon the Declaration of Alexander Woolverton (the "**Woolverton Declaration**") attached to the Application as Exhibit B; and upon the Declaration of David Hindman, Chief Executive Officer (the "**Hindman Declaration**"), attached to the Application as Exhibit C; and upon the *Supplemental Declaration of Alexander Woolverton in Support of Debtor's Application for Entry of an Order Authorizing the Retention*

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and Employment of Herbert Smith Freehills Kramer (US) LLP as Attorneys for the Debtor and Debtor in Possession Effective as of the Petition Date [D.I. 211, Ex. D] (the "**Supplemental Woolverton Declaration**"); and upon the *Supplemental Declaration of David Hindman in Support of Herbert Smith Freehills Kramer LLP Retention Application* [D.I. 211, Ex. E] (the "**Supplemental Hindman Declaration**"); and this Court having jurisdiction pursuant to 28 U.S.C. §§ 157(a) and (b) and 1334(b) to consider the Application and the relief requested therein; and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided under the particular circumstances; and it appearing that no other or further notice need be provided; and this Court finding that HSF Kramer does not represent or hold any interest adverse to the Debtor or its estate as to the matters upon which HSF Kramer has been and is to be employed, and that HSF Kramer is a "disinterested person" as such term is defined in section 101(14) of the Bankruptcy Code; and this Court having determined that the legal and factual bases set forth in the Application, the Woolverton Declaration and the Hindman Declaration establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is approved as set forth herein.

2. Pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1, the Debtor is authorized to employ HSF Kramer as its co-counsel on the terms set forth in the Application, the Woolverton Declaration, and the Engagement Letter, effective as of the Petition Date.

3. HSF Kramer shall apply for compensation and professional services rendered and reimbursement of expenses incurred in connection with the Debtor's Chapter 11 Case in

compliance with sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, and Local Rule 2016-1(a), and such other procedures as may be fixed by order of this Court. HSF Kramer also intends to, and shall, make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines, both in connection with the Application and the interim and final fee applications to be filed by HSF Kramer in this Chapter 11 Case.

4. HSF Kramer is authorized to apply its remaining retainer against any outstanding prepetition fees, expenses, and costs and/or hold its remaining retainer as security during the pendency of this Chapter 11 Case until HSF Kramer's postpetition fees and expenses are awarded and payable to HSF Kramer on a final basis. At the conclusion of HSF Kramer's engagement by the Debtor, if the amount of HSF Kramer's outstanding and estimated fees, expenses, and costs is less than the amount of the remaining retainer, HSF Kramer shall pay to the Debtor the amount by which HSF Kramer's retainer exceeds such fees, expenses, and costs.

5. Prior to applying any increases in its hourly rates beyond the rates set forth in the Application, HSF Kramer shall provide ten (10) calendar days' prior notice of any such increases to the Debtor and the U.S. Trustee and shall file a Supplemental Affidavit with the Court. All parties in interest retain rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

6. Except with respect to document review services, notwithstanding anything in the Application and the Woolverton Declaration to the contrary, HSF Kramer shall (i) to the extent that HSF Kramer uses the services of independent contractors or subcontractors (collectively, the "**Contractors**") in this Chapter 11 Case, pass through the cost of such Contractors at the same

rate that HSF Kramer pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for HSF Kramer; (iv) file with this Court such disclosures required by Bankruptcy Rule 2014; and (v) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in this Chapter 11 Case.

7. Young Conaway will advise the Debtor on all matters ~~relating to liens held by TRAG/RGE and potential claims against TRAG/RGE potentially arising under that certain amended and restated forbearance agreement entered into as of February 6, 2026.~~where the interest of the estate is directly adverse to the interests of TRAG/RGE.

8. To the extent the Application, the Engagement Letter, the Woolverton Declaration, or the Hindman Declaration are inconsistent with this Order, the terms of this Order shall govern.

9. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. The Debtor and HSF Kramer are authorized to take all actions they deem necessary and appropriate to effectuate the relief granted pursuant to this Order in accordance with the Application.

11. This Court has and shall retain exclusive jurisdiction to hear and determine all matters arising from the implementation of this Order.