

ENTERED

May 21, 2026

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
	§	
TPI COMPOSITES, INC., <i>et al.</i> ,	§	Case No. 25-34655 (CML)
	§	
Debtors. ¹	§	(Jointly Administered)
	§	Re: Docket No. 893
	§	

**ORDER (I) CONDITIONALLY APPROVING
DISCLOSURE STATEMENT, (II) ESTABLISHING
SOLICITATION, VOTING, AND RELATED PROCEDURES,
(III) SCHEDULING COMBINED HEARING ON (A) ADEQUACY
OF DISCLOSURE STATEMENT AND (B) CONFIRMATION OF
PLAN, (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES
FOR CONFIRMATION OF PLAN, AND (V) GRANTING RELATED RELIEF**

Upon the motion, dated March 27, 2026 (the “**Motion**”),² of Debtors TPI Composites, Inc. (“**Parent**”), TPI Texas, LLC, TPI International, LLC, TPI Turkey, LLC, TPI APAC, LLC, TPI APAC II, Inc., TPI Turkey II, LLC, TPI Turkey Izbas, LLC, TPI Composites Services, LLC, TPI Mexico, LLC, TPI Mexico II, LLC, TPI Mexico III, LLC, TPI Mexico IV, LLC, Ponto Alto Holdings, LLC, TPI Arizona, LLC, TPI Iowa, LLC, TPI Iowa II, LLC, Composite Solutions, Inc., TPI Holdings Mexico, LLC, and TPI Technology, Inc. (the “**RemainCo Debtors**”), pursuant to sections 365, 1125, 1126, and 1128 of the Bankruptcy

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: TPI Texas, LLC (4000), TPI Composites, Inc. (0775), TPI International, LLC (9537), TPI Turkey, LLC (2552), TPI APAC, LLC (8038), TPI APAC II, Inc. (3515), TPI Turkey II, LLC (2551), TPI Turkey Izbas, LLC (0185), TPI Composites Services, LLC (4547), TPI Mexico, LLC (0745), TPI Mexico II, LLC (8269), TPI Mexico III, LLC (7315), TPI Mexico IV, LLC (1231), TPI Mexico V, LLC (5628), TPI Mexico VI, LLC (7260), Ponto Alto Holdings, LLC (0322), TPI Arizona, LLC (9641), TPI Iowa, LLC (2887), TPI Iowa II, LLC (4175), Composite Solutions, Inc. (1486), TPI Holdings Mexico, LLC (1936), and TPI Technology, Inc. (2727). The Debtors’ mailing address is 9200 E. Pima Center Parkway, Suite 250, Scottsdale, AZ 85258.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

Code, Bankruptcy Rules 2002, 3016, 3017, 3018, 3020, 6006, and 9006, Bankruptcy Local Rules 2002-1 and 3016-1, and the Complex Case Procedures, for entry of an order:

- i. conditionally³ approving the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code;
- ii. approving the Solicitation and Voting Procedures, substantially in the form annexed hereto as Schedule 1;
- iii. approving the form and manner of the Combined Hearing Notice substantially in the form annexed hereto as Schedule 2;
- iv. establishing **May 18, 2026** as the Voting Record Date;
- v. approving the Ballots, substantially in the form annexed hereto as Schedule 3A, Schedule 3B, Schedule 3C, and Schedule 3D;
- vi. approving the Notice of Non-Voting Status for Classes 1 and 2, substantially in the form annexed hereto as Schedule 4;
- vii. approving the Notice of Non-Voting Status for Class 6, substantially in the form annexed hereto as Schedule 5;
- viii. finding that the Solicitation Packages comply with Bankruptcy Rules 2002(b) and 3017(d);
- ix. establishing **June 24, 2026 at 4:00 p.m. (Central Time)** as the Voting Deadline; and
- i. granting related relief,

all as more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this

³ The RemainCo Debtors reserve the right to seek final approval of the Disclosure Statement prior to the Confirmation Hearing to the extent the hearing to consider approval of the Disclosure Statement is moved to a date after the 28-day objection deadline under Bankruptcy Rule 2002(b).

Court having reviewed the Motion; and this Court having held a hearing to consider the relief requested in the Motion (the “**Conditional Disclosure Statement Hearing**”); and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the RemainCo Debtors and their respective estates and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

Conditional Approval of Disclosure Statement

1. The Disclosure Statement is hereby conditionally approved as providing holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan within the meaning of section 1125 of the Bankruptcy Code and complies with Bankruptcy Rule 3016(c). No further or additional information is necessary or required.

2. The Disclosure Statement (including all applicable exhibits thereto) provides holders of Claims and Interests and other parties in interest with sufficient notice of the proposed settlement, injunction, exculpation, and release provisions contained in Article X of the Plan in accordance with Bankruptcy Rule 3016(c).

3. The notice provided to the parties entitled to notice, pursuant to Bankruptcy Rules 2002 and 3017 and Bankruptcy Local Rule 2002-1, of the time, date, and place of the Conditional Disclosure Statement Hearing and the Conditional Disclosure Statement Objection Deadline, was due, proper, and adequate notice, and complied with due process and Bankruptcy Rules 2002 and 3017 and Bankruptcy Local Rule 2002-1. No further or additional notice is necessary or required.

4. All objections, if any, to conditional approval of the Disclosure Statement, the Motion, or any of the procedures, exhibits, or schedules referenced therein that have not been withdrawn or resolved as provided for in the record of the Conditional Disclosure Statement Hearing are overruled.

Approval of Solicitation and Voting Procedures and Materials and Timeline for Soliciting Votes for Confirming Plan.

Solicitation and Voting Procedures

5. The Solicitation and Voting Procedures, annexed hereto as **Schedule 1**, provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code and Bankruptcy Rules 3017 and 3018 and are hereby approved in their entirety.

6. The RemainCo Debtors are hereby authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation and Voting Procedures. The solicitation period during which the RemainCo Debtors will solicit votes to accept or reject the Plan is a reasonable and sufficient period of time for holders of Claims in the Voting Classes to make an informed decision regarding whether to accept or reject the Plan and timely return Ballots evidencing such decision.

Solicitation and Confirmation Timeline

7. The following dates and deadlines are hereby established (subject to modification as necessary) with respect to the solicitation of the Plan, voting on the Plan, and confirmation of the Plan:

Event	Deadline⁴
Voting Record Date	May 18, 2026
Solicitation Mailing Deadline	No later than three Business Days after entry of the Proposed Order (expected to be May 27, 2026)
Deadline for Publication of Combined Hearing Notice	As soon as reasonably practicable after entry of the Proposed Order
Deadline for RemainCo Debtors to file Claim Objection or Request Claim Estimation for Voting Purposes	May 27, 2026
Rule 3018(a) Motion Deadline	June 3, 2026
Plan Supplement Filing Deadline	June 17, 2026
Voting Deadline	June 24, 2026 at 4:00 p.m.
Plan Objection Deadline	June 24, 2026 at 4:00 p.m.
Voting Report Deadline	June 29, 2026 at 11:59 p.m.
Deadline to File Confirmation Brief and Reply to Plan Objection(s)	June 29, 2026 at 11:59 p.m.
Combined Hearing	July 1, 2026 at 1:00 p.m.

Solicitation Packages

8. The Solicitation Packages, and each of the documents contained therein (substantially in the form annexed hereto), are APPROVED.

9. The RemainCo Debtors shall mail the Solicitation Packages (i) except as set forth in clause (ii) hereof, on or before the Solicitation Mailing Deadline to holders of Claims in the Voting Classes entitled to vote on the Plan as of the Voting Record Date, in each case, as required by Bankruptcy Rule 3017(d). The RemainCo Debtors shall also provide complete Solicitation Packages (excluding Ballots) to the U.S. Trustee and all parties required to be notified under Bankruptcy Rule 2002 and Bankruptcy Local Rule 2002-1.

10. Solicitation Packages shall contain copies of:

(a) this Order (without attachments, except as set forth below);

⁴ All times listed in this table are in prevailing Central Time.

- (b) the conditionally approved Disclosure Statement with all exhibits thereto, including the Plan;
- (c) the Solicitation and Voting Procedures (annexed as Schedule 1 to this Order);
- (d) the Combined Hearing Notice;
- (e) the applicable form of Ballot; and
- (f) a postage-prepaid return envelope.

11. The RemainCo Debtors are authorized to serve the Plan, Disclosure Statement, and this Order (without attachments except the Solicitation and Voting Procedures) via QR code (provided in the Combined Hearing Notice, Ballots, and Notices of Non-Voting Status), such that only Ballots (with postage-prepaid return envelope) and the Combined Hearing Notice shall be served in paper format. Any creditor for which service by QR code imposes a hardship may request an additional copy of the Disclosure Statement (and attachments) and this Order (without attachments except the Solicitation and Voting Procedures) in paper format by contacting Kroll by (i) e-mail at TPIinfo@ra.kroll.com (with “TPI Solicitation Inquiry” in the subject line), (ii) writing to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or (iii) telephoning the Debtors’ restructuring hotline at (877) 280-2696 (U.S./Canada Toll-Free) or +1 (646) 290-7082 (outside of the U.S./Canada, Toll). Upon receipt of an email, telephonic, or written request, the RemainCo Debtors shall provide such creditor with a paper copy of the Plan, the Disclosure Statement, and/or this Order at no cost to the creditor as soon as reasonably practicable thereafter.

12. The Solicitation Agent is authorized to assist the RemainCo Debtors in (i) distributing the Solicitation Packages, (ii) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by holders of Claims, (iii) responding to inquiries from holders of Claims or Interests and other parties in interest relating to the Disclosure Statement, Plan, Ballots,

Solicitation Packages, and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, (iv) soliciting votes on the Plan, and (v) if necessary or appropriate, contacting creditors and equity holders regarding the Plan, Ballot, Solicitation Packages and all other related documents and matters related thereto.⁵

13. The RemainCo Debtors are authorized to serve only Known Equity Holders and Equity Nominees (rather than all holders of Existing Equity Interests in Class 6) with the Combined Hearing Notice, the Notice of Non-Voting Status for Class 6, and any other notice in connection with solicitation of the Plan; *provided, however*, that all Equity Nominees served with a Notice of Non-Voting Status for Class 6 and the Combined Hearing Notice are required to serve such notices on any beneficial holder for whose benefit it holds such Existing Equity Interests, using the Equity Nominee's customary and accepted practice for communicating information contained in the Combined Hearing Notice and Notice of Non-Voting Status for Class 6 to its beneficial holder clients.

14. The Solicitation Agent is authorized to accept Ballots (i) by first-class mail in the return envelope provided with each Ballot, (ii) by overnight courier, (iii) by hand delivery, (iv) via Kroll's online balloting portal at <https://restructuring.ra.kroll.com/TPIComposites>, or (v) in the case of Beneficial Holders of the Convertible Notes, according to submission instructions provided by such Beneficial Holders' Nominees. The encrypted Ballot data and audit trail created by electronic submission via Kroll's E-Ballot shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature shall be deemed to be immediately

⁵ For purposes of serving the Solicitation Packages, the RemainCo Debtors are authorized to rely on the address information for Voting and Non-Voting Classes as compiled, updated, and maintained by the Solicitation Agent as of the Voting Record Date, and the RemainCo Debtors and the Solicitation Agent are not required to conduct any additional research for updated addresses based on undeliverable Solicitation Packages (including Ballots).

legally valid and effective. Kroll's "E-Ballot" platform is the sole manner in which ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, e-mail, or other means of electronic transmission will not be counted, *provided, however*, that Master Ballots submitted by Nominees and pre-validated Beneficial Holder Ballots submitted directly to the Solicitation Agent by Beneficial Holders of the Convertible Notes may be returned in PDF format to the Solicitation Agent by email, and the signatures contained therein shall be deemed to be immediately legally valid and effective.

15. The Prepetition Administrative Agent is authorized and directed to provide a register of individual holders of Claims in Class 3 (Senior Secured Term Loan Claims), including Claim amounts for voting purposes and email and mailing addresses, to the Solicitation Agent in Microsoft Excel or similar electronic format no later than one Business Day after the Voting Record Date.

16. The RemainCo Debtors and/or the Solicitation Agent are authorized, as applicable, to determine all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots, which determination, absent contrary ruling by the Court, shall be final and binding.

17. The RemainCo Debtors are authorized, but not required, either before or after the Voting Deadline, to (i) waive any defects or irregularities as to any Ballot at any time, or (ii) extend the Voting Deadline; *provided, however*, that any such waivers or extensions shall be documented in the Voting Report.

18. The RemainCo Debtors are not required to mail Solicitation Packages or Notices of Non-Voting Status to holders of Claims or Interests (i) who have Claims that have already been paid in full during these chapter 11 cases, (ii) whose prior mailings in these chapter 11

cases were returned as undeliverable and who have not provided a forwarding address by the Voting Record Date, or (iii) who hold Class 5 (Intercompany Interests) or Class 6 (Existing Equity Interests) (other than the Known Equity Holders and Equity Nominees). To the extent practicable, Kroll may also e-mail the Solicitation Packages to holders of Claims in the Voting Classes entitled to vote on the Plan as of the Voting Record Date and for which the Solicitation Agent has valid e-mail addresses by the Solicitation Mailing Deadline. In the event that Solicitation Packages or Notices of Non-Voting Status are returned as undeliverable, the RemainCo Debtors shall be excused from re-mailing such Solicitation Packages or Notices of Non-Voting Status. The failure to re-mail such Solicitation Packages, Notices of Non-Voting Status, or any other materials related to voting or confirmation of the Plan to such entities will not constitute inadequate notice of the Combined Hearing or the Voting Deadline and shall not constitute a violation of Bankruptcy Rule 3017.

Notices of Non-Voting Status

19. The Notice of Non-Voting Status for Classes 1 and 2, including the release opt-out form (the “**Release Opt-Out Form**”) annexed thereto, is APPROVED.

20. The Notice of Non-Voting Status for Class 6 is APPROVED.

21. The proposed form and manner of service of the Notice of Non-Voting Status provide due, proper, and adequate notice, comport with due process, and comply with all applicable Bankruptcy Rules and Bankruptcy Local Rules. No further notice is required or necessary.

22. Except to the extent that the RemainCo Debtors determine otherwise, the RemainCo Debtors are not required to provide Solicitation Packages to holders of Claims or Interests in Non-Voting Classes, as such holders are not entitled to vote on the Plan. Instead, on or before the Solicitation Mailing Deadline, the Solicitation Agent shall mail the Notices of

Non-Voting Status, substantially in the forms annexed hereto as **Schedules 4** and **5**, and a Combined Hearing Notice, substantially in the form annexed hereto as **Schedule 2**, to the holders of Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), and Known Equity Holders and Equity Nominees in Class 6 (Existing Equity Interests) in lieu of a Solicitation Package.

23. The requirement to serve Notices of Non-Voting Status and Combined Hearing Notice, or any other type of notice in connection with solicitation of the Plan, to holders of Interests in Class 5 (Intercompany Interests) and Class 6 (Existing Equity Interest) (other than Known Equity Holders and Equity Nominees) is hereby waived.

Combined Hearing Notice

24. The Combined Hearing Notice is APPROVED.

25. The form and proposed manner of service of the Combined Hearing Notice provide due, proper, and adequate notice, comport with due process, and comply with all applicable Bankruptcy Rules and Bankruptcy Local Rules. No further notice is required or necessary.

26. The RemainCo Debtors are authorized, in their discretion, to give publication notice of the Combined Hearing as soon as reasonably practicable following entry of this Order in one or more local or foreign newspapers, trade journals, or similar publications as the RemainCo Debtors deem appropriate.

Combined Hearing

27. The Combined Hearing will begin on **July 1, 2026 at 1:00 p.m. (Central Time)**, or as soon thereafter as counsel may be heard; *provided, however*, that the Combined Hearing may be adjourned or continued from time to time by this Court or the RemainCo Debtors without further notice other than adjournments announced in open Court or as indicated in any notice of agenda of matters scheduled for hearing filed by the RemainCo Debtors with this Court.

Plan Objection Procedures

28. The Plan Objection Deadline shall be **June 24, 2026 at 4:00 p.m. (Central Time)**.

29. Objections and responses, if any, to confirmation of the Plan or approval of the Disclosure Statement on a final basis must (i) be in writing, (ii) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any order of the Court, (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the RemainCo Debtors' estates or property, and (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection. Registered users of the Court's case filing system shall be required to electronically file their objections and responses on or before the Plan Objection Deadline and all other parties in interest shall be required to file their objections and responses in writing, together with proof of service thereof, with the United States Bankruptcy Court Clerk's Office, Nathan Ochsner, Clerk of Court, P.O. Box 61010, Houston, Texas 77208, on or before the Plan Objection Deadline.

30. Pursuant to Bankruptcy Rule 3020(b), this Court may determine that the Plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues.

31. Objections to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth above shall not be considered and shall be deemed overruled.

32. The RemainCo Debtors and any parties in interest are authorized to file and serve replies or an omnibus reply to any such objections along with the Confirmation Brief either

separately or in a single, consolidated document on or before **June 29, 2026 at 11:59 p.m. (Central Time)**.

Approval of Notice to Executory Contract and Unexpired Lease Counterparties

33. The procedures set forth in the Motion and Plan regarding the assumption, assumption and assignment, or rejection of Contracts, provide due, proper, and adequate notice, comport with due process and comply with Bankruptcy Rules 2002, 3017, and 3020, and are hereby approved.

Plan Supplement Filing Deadline

34. The Plan Supplement Filing Deadline shall be **June 17, 2026**.

General

35. The RemainCo Debtors are authorized to make non-substantive changes to the Disclosure Statement, Plan, Ballots, and related documents without further order of this Court, including changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, Plan, and any other materials in the Solicitation Packages, prior to distribution.

36. Nothing contained in the Motion or this Order is intended to be or shall be deemed, as applicable, as (i) an implication or admission as to the validity of any claim against the RemainCo Debtors, (ii) a waiver of the RemainCo Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of, any claim, (iii) a waiver or limitation of the RemainCo Debtors' or any party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (iv) a waiver of the obligation of any party in interest to file a proof of claim, (v) an agreement or obligation to pay any claims, (vi) a waiver of any claims or causes of action that may exist against any creditor or interest holder, or (vii) an approval, assumption,

adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code.

37. The RemainCo Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order.

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

Signed: May 21, 2026



Christopher Lopez
United States Bankruptcy Judge

Schedule 1

Solicitation and Voting Procedures

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
	§	
TPI COMPOSITES, INC., <i>et al.</i> ,	§	Case No. 25-34655 (CML)
	§	
Debtors. ¹	§	(Jointly Administered)
	§	

SOLICITATION AND VOTING PROCEDURES

PLEASE TAKE NOTICE that on August 11, 2025, TPI Composites, Inc. (“**Parent**”) and certain of its subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “**Debtors**”), each filed a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) with the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”). Debtors Parent, TPI Texas, LLC, TPI International, LLC, TPI Turkey, LLC, TPI APAC, LLC, TPI APAC II, Inc., TPI Turkey II, LLC, TPI Turkey Izbas, LLC, TPI Composites Services, LLC, TPI Mexico, LLC, TPI Mexico II, LLC, TPI Mexico III, LLC, TPI Mexico IV, LLC, Ponto Alto Holdings, LLC, TPI Arizona, LLC, TPI Iowa, LLC, TPI Iowa II, LLC, Composite Solutions, Inc., TPI Holdings Mexico, LLC, and TPI Technology, Inc. (the “**RemainCo Debtors**”) are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases. On August 21, 2025, the United States Trustee for Region 7 (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (Docket No. 113) (the “**Creditors’ Committee**”). The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1.

PLEASE TAKE FURTHER NOTICE that on [●], 2026, the Court entered the *Order (I) Conditionally Approving Disclosure Statement, (II) Establishing Solicitation, Voting, and Related Procedures, (III) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan, (IV) Establishing Notice and Objection Procedures for Confirmation of Plan, and (V) Granting Related Relief* (Docket No. [●]) (the “**Disclosure Statement Order**”), which, among other things, (a) approves the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors* (the “**Disclosure Statement**”) and (b) authorizes the RemainCo Debtors to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: TPI Texas, LLC (4000), TPI Composites, Inc. (0775), TPI International, LLC (9537), TPI Turkey, LLC (2552), TPI APAC, LLC (8038), TPI APAC II, Inc. (3515), TPI Turkey II, LLC (2551), TPI Turkey Izbas, LLC (0185), TPI Composites Services, LLC (4547), TPI Mexico, LLC (0745), TPI Mexico II, LLC (8269), TPI Mexico III, LLC (7315), TPI Mexico IV, LLC (1231), TPI Mexico V, LLC (5628), TPI Mexico VI, LLC (7260), Ponto Alto Holdings, LLC (0322), TPI Arizona, LLC (9641), TPI Iowa, LLC (2887), TPI Iowa II, LLC (4175), Composite Solutions, Inc. (1486), TPI Holdings Mexico, LLC (1936), and TPI Technology, Inc. (2727). The Debtors’ mailing address is 9200 E. Pima Center Parkway, Suite 250, Scottsdale, AZ 85258.

solicit votes on the *Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors* (the “**Plan**”).²

A. Parties Entitled to Vote

Holders of Claims in Class 3 (Senior Secured Term Loan Claims) and Class 4 (General Unsecured Claims) are Impaired and entitled to receive distributions under the Plan and, thus, may vote to accept or reject the Plan, subject to certain exceptions discussed below (the “**Voting Classes**”).

A holder of a Claim in a Voting Class is nonetheless not entitled to vote to the extent that:

- (a) as of the Voting Record Date (as defined below), such holder’s Claim relates to a debt or obligation that the RemainCo Debtors have already paid or otherwise satisfied;
- (b) as of the Voting Record Date, the outstanding amount of such holder’s Claim is zero (\$0.00);
- (c) as of the Voting Record Date, such holder’s Claim has been disallowed, expunged, disqualified or suspended;
- (d) such holder has not timely filed a proof of claim in accordance with the *Order (I) Establishing Deadlines and Procedures for Filing Proofs of Claim, (II) Approving Form and Manner of Notice Thereof, and (III) Granting Related Relief* (Docket No. 248) (the “**Bar Date Order**”) as of the applicable Bar Date (as defined in the Bar Date Order) and the RemainCo Debtors have not scheduled such creditor’s Claim or have scheduled such creditor’s Claim in an undetermined amount or as contingent, unliquidated or disputed, except to the extent that such holder’s deadline to file a proof of claim has not yet occurred or if such holder is excluded from the requirement to file a proof of claim under the Bar Date Order, in which case the holder will be entitled to vote in the amount of \$1.00 on account of its Claim that has been scheduled in an undetermined amount or as contingent, unliquidated, or disputed; or
- (e) such holder’s Claim is subject to an objection, request for estimation, or any filing disputing such Claim as of **May 27, 2026**, subject to the procedures set forth below.

With respect to transfers of Claims required to be filed pursuant to Bankruptcy Rule 3001(e), the transferee shall be entitled to receive a Solicitation Package (as defined below) and, if the holder of such Claim is otherwise entitled to vote with respect to the Plan, cast a Ballot (defined below) on account of such Claim only if (i) all actions necessary to transfer such Claim

² Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Motion, Plan, or Disclosure Statement Order, as applicable.

are completed by the Voting Record Date or (ii) the transferee files with the Bankruptcy Court, by the Voting Record Date, (a) all documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (b) a sworn statement of the transferor supporting the validity of the transfer. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote or election on the Plan made by the holder of such Claim as of the Voting Record Date.

Where any portion of a single Claim has been transferred to a transferee, all holders of any portion of such single Claim may be (a) treated as a single creditor for purposes of the numerosity requirements in section 1126(c) of the Bankruptcy Code and (b) required to vote every portion of such Claim collectively to accept or reject the Plan. In the event that (x) a Ballot, (y) a group of Ballots within one Voting Class received from a single creditor, or (z) a group of Ballots received from the various holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballot may not be counted in the RemainCo Debtors' discretion.

For the avoidance of doubt, a holder will only be entitled to receive a Solicitation Package on account of a Claim arising from the rejection of an Executory Contract or Unexpired Lease if the Claim is filed by the Voting Record Date.

B. Parties Not Entitled to Vote

Holders of Claims in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) are unimpaired and conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Interests in Class 5 (Intercompany Interests) are either impaired and deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code or unimpaired and presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Interests in Class 6 (Existing Equity Interests) are impaired and deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, holders of Claims and Interests in the foregoing classes (collectively, the “**Non-Voting Classes**”) are not entitled to vote to accept or reject the Plan.

C. Voting Record Date

The Court has established **May 18, 2026**, as the record date for the purpose of determining which holders of Claims against the RemainCo Debtors are entitled to vote on the Plan or receive applicable notice(s) relating to solicitation and confirmation (the “**Voting Record Date**”).

D. Establishing Claim Amounts for Voting Purposes

Class 3 (Senior Secured Term Loan Claims). The Claims in Class 3 (Senior Secured Term Loan Claims) are Allowed in the aggregate amount of no less than \$456.8 million for voting purposes.

The Claim amounts for voting purposes only for holders of Senior Secured Term Loan Claims shall be established based on the amounts of the applicable positions held by each holder, as of the Voting Record Date, as evidenced by the applicable books and records maintained by the Debtors or the Prepetition Administrative Agent under that certain *Credit Agreement and*

Guaranty, dated as of December 14, 2023 (as amended, restated, amended and restated, modified, or supplemented prior to the date hereof).

Class 4 (General Unsecured Claims). The Claims in Class 4 (General Unsecured Claims), for voting purposes only, shall be established pursuant to the following:

- (a) if a Claim has been estimated or otherwise Allowed for voting purposes by order of the Court, such Claim is temporarily Allowed in the amount so estimated or Allowed by the Court;
- (b) if (a) does not apply, but the Claim has been estimated or otherwise Allowed for voting purposes pursuant to a stipulation, settlement, or other agreement reached between the RemainCo Debtors and the holder of the Claim (whether such stipulation, settlement, or agreement is filed or not), such Claim is temporarily Allowed against such Debtor(s) in the amount set forth in the stipulation, settlement, or other agreement;
- (c) if neither (a) nor (b) applies, then in the liquidated, non-contingent, and undisputed amount set forth on a proof of claim timely filed in accordance with the Bar Date Order as of the Voting Record Date; *provided, however*, that, if the amount set forth on a timely submitted proof of claim is wholly unliquidated, contingent, or disputed (as indicated on the face of the Claim or based on reasonable review by the RemainCo Debtors or the Solicitation Agent), then the Claim shall be temporarily Allowed for voting purposes in the amount of \$1.00;
- (d) if none of (a), (b), or (c) applies, then in the liquidated, non-contingent, and undisputed amount set forth on the RemainCo Debtors Schedules; *provided, however*, that, if the Claim appearing on the RemainCo Debtors' Schedules is either contingent, unliquidated, disputed, or \$0.00 in amount, then the Claim shall be disallowed for voting purposes, except to the extent that such holder's deadline to file a Claim has not yet occurred, in which case the holder will be entitled to vote in the amount of \$1.00 on account of their Claim that has been scheduled in an undetermined amount or as contingent, unliquidated, or disputed;
- (e) notwithstanding anything to the contrary contained herein, if the RemainCo Debtors have filed an objection to, or a request for estimation of, a Claim on or before **May 27, 2026 at 4:00 p.m. (Central Time)**, such Claim shall be temporarily disallowed for voting purposes, except as ordered by the Court before the Voting Deadline; *provided, however*, that, if the RemainCo Debtors' objection seeks only to reclassify or reduce the Allowed amount of such Claim, then such Claim is temporarily Allowed for voting purposes in the reduced amount and/or as reclassified (as applicable), except as may be ordered by the Court before, or concurrent with, entry of an order confirming the Plan;

- (f) if a proof of claim has been amended by a later proof of claim that is filed on or prior to the Voting Record Date, the later filed amended proof of Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed proof of Claim shall be disallowed for voting purposes, regardless of whether the RemainCo Debtors have objected to such amended Claim. Except as otherwise ordered by the Court, any amendments to proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules; and
- (g) in the absence of any of the foregoing, such Claim shall be disallowed for voting purposes.

Notwithstanding the foregoing, the amount of Claims held by directly registered and Beneficial Holders (as defined below) of the convertible senior notes issued pursuant to that certain *Indenture*, dated March 3, 2023 (as amended, restated, amended and restated, modified, or supplemented from time to time prior to the date hereof), by and among Parent and the U.S. Bank Trust Company, National Association, as trustee (the “**Convertible Notes**”) in Class 4, for voting purposes only, will be established through the applicable indenture trustee(s) or applicable Nominees (as defined below), as the case may be, in the amount of the applicable positions held by such registered or Nominee Holders as of the Voting Record Date, as evidenced by the applicable securities position report(s) from the Depository Trust Company, the applicable indenture trustee, or other applicable depository firm.

Notwithstanding anything to the contrary contained herein, any holder who has filed or purchased duplicate Claims within the same Voting Class may be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the RemainCo Debtors have objected to such duplicate Claims.

If any holder seeks to challenge the Allowed amount of its Claim for voting purposes, such holder must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a “**Rule 3018(a) Motion**”). Any Rule 3018(a) Motion must be filed with the Court not later than **4:00 p.m. (Central Time) on June 3, 2026**.

Upon the filing of any such Rule 3018(a) Motion, such holder’s Ballot shall be counted in accordance with the above-designated guidelines, unless Allowed in a different amount by an order of the Court. If the Court enters an order granting a Rule 3018(a) Motion (the “**Rule 3018(a) Order**”) before the Voting Deadline, such claimant’s ballot shall be counted at the amount (and in accordance with the terms) set forth in the applicable Rule 3018(a) Order. If the Court does not enter the applicable Rule 3018(a) Order before the Voting Deadline, such claimant’s vote will not be reflected in the Voting Certification as being counted in accordance with the Rule 3018(a) Order. Rather, such vote will be counted in accordance with the guidelines set forth above.

If a Rule 3018(a) Motion is timely filed as provided herein, the RemainCo Debtors and any party in interest will then have until **June 3, 2026** to file and serve a response to any Rule 3018 Motion. If a response is timely filed, a hearing on the Claim objection or Rule 3018(a)

Motion for voting purposes shall be scheduled on an expedited basis on a date provided by the Court prior to the Voting Deadline.

For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single holder in a particular Class may be aggregated and treated as if such holder held one Claim in such Class, and all votes related to such Claim may be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated entities hold Claims in a particular Class, these will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.

E. Form, Content, and Manner of Notices

1. Solicitation Agent.

The RemainCo Debtors have retained Kroll Restructuring Administration LLC (“**Kroll**” or the “**Solicitation Agent**”) as their claims, noticing, and solicitation agent. Pursuant to the Disclosure Statement Order, Kroll is authorized to assist the RemainCo Debtors in (a) distributing the Solicitation Package, (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by holders of Claims, (c) responding to inquiries from holders of Claims and Interests and other parties in interest relating to the Disclosure Statement, Plan, Ballot, Solicitation Package, and all other documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, (d) soliciting votes on the Plan, and (e) if necessary, contacting holders of Claims regarding the Plan, Ballot, Solicitation Package, and all other documents and matters related thereto.

2. Solicitation Package.

The following materials shall constitute the Solicitation Package:

- a. the Disclosure Statement Order, as entered by the Court (without attachments, except as set forth below);
- b. the conditionally approved Disclosure Statement with all exhibits thereto, including the Plan;
- c. a copy of these Solicitation and Voting Procedures, appended as **Schedule 1** to the Disclosure Statement Order;
- d. the Combined Hearing Notice;
- e. if the recipient is entitled to vote on the Plan (as set forth herein), a Ballot customized (where possible and appropriate) for such holder and

conforming to Official Bankruptcy Form No. B 314, in the form described below;³ and

- f. a postage-prepaid return envelope.

3. **Distribution of Solicitation Package.**

The Solicitation Package will include the Plan and the Disclosure Statement as well as the Disclosure Statement Order (without attachments except the Solicitation and Voting Procedures annexed as **Schedule 1** thereto) in electronic format (*i.e.*, via QR code provided in the Combined Hearing Notice, Notice of Non-Voting Status, and Ballot). Moreover, the Plan and Disclosure Statement will be available at no charge via the internet at <https://restructuring.ra.kroll.com/TPIComposites>. Only the Ballots (with postage-prepaid return envelopes) and the Combined Hearing Notice will be provided in paper format. Any holder for which service by QR code imposes a hardship may request an additional copy of the Disclosure Statement (and attachments) and Disclosure Statement Order with Solicitation and Voting Procedures in paper format by contacting Kroll by (i) e-mail at TPIinfo@ra.kroll.com (with “TPI Solicitation Inquiry” in the subject line), (ii) writing to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or (iii) telephoning the Debtors’ restructuring hotline at (877) 280-2696 (U.S./Canada Toll-Free) or +1 (646) 290-7082 (outside of the U.S.). Upon receipt of such request, the RemainCo Debtors will provide such holder with a paper copy of the Plan, Disclosure Statement, and Disclosure Statement Order at no cost to the holder as soon as reasonably practicable thereafter.

The RemainCo Debtors shall mail and may e-mail, to the extent practicable, to holders of Claims in Class 3 (Senior Secured Term Loan Claims) and Class 4 (General Unsecured Claims) entitled to vote on the Plan as of the Voting Record Date the Solicitation Package no later than three Business Days after entry of the Disclosure Statement Order (the “**Solicitation Mailing Deadline**”). The RemainCo Debtors will also provide the Solicitation Package (excluding Ballots) to the U.S. Trustee, counsel to the Creditors’ Committee, and all parties in interest required to be notified under Bankruptcy Rule 2002 and Bankruptcy Local Rule 2002-1.

The RemainCo Debtors are not required to mail the Solicitation Package to holders (a) who have Claims that have already been paid in full during these chapter 11 cases, (b) whose prior mailings in these chapter 11 cases were returned as undeliverable and who have not provided a forwarding address by the Voting Record Date, or (c) who hold Claims or Interests in the Non-Voting Classes.

In the RemainCo Debtors’ discretion, and to the extent practicable, Kroll may, but is not required to, e-mail the Solicitation Packages to holders of Claims in the Voting Class entitled to vote on the Plan as of the Voting Record Date and for which the Solicitation Agent has valid e-mail addresses by the Solicitation Mailing Deadline. The Solicitation Agent shall deliver

³ Official Bankruptcy Form No. B 314 can be found at <http://www.uscourts.gov/forms/bankruptcy-forms>, the official website for the United States Bankruptcy Courts.

Solicitation Packages by first class mail to those holders of Claims in the Voting Class for which valid e-mail addresses are not available.

In the event that any mailings are returned as undeliverable, the RemainCo Debtors are excused from mailing the Solicitation Package or Notice of Non-Voting Status to addresses from which the RemainCo Debtors received mailings returned as undeliverable. For purposes of serving the Solicitation Package and Notice of Non-Voting Status, the RemainCo Debtors may rely on the address information for Voting Classes as compiled, updated, and maintained by the Solicitation Agent as of the Voting Record Date. The RemainCo Debtors and the Solicitation Agent are not required to conduct any additional research for updated addresses based on any undeliverable Solicitation Package (including Ballots) and will not be required to resend the Solicitation Package or other materials, including the Notice of Non-Voting Status, returned as undeliverable unless the RemainCo Debtors are provided with accurate addresses for such parties prior to the Voting Record Date.

To avoid duplication and reduce expenses, the RemainCo Debtors will use commercially reasonable efforts to ensure that each holder of a Claim receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class as against the RemainCo Debtors.

4. **Form of Ballot.**

Holders of Claims in the Voting Classes that are otherwise eligible to vote (as set forth herein), shall receive a ballot substantially in the forms attached to the Disclosure Statement Order as **Schedules 3A, 3B, 3C, and 3D** (the “**Ballots**”), as applicable. The Ballot for Class 4 (General Unsecured Claims) includes an election to opt in to the non-debtor release provisions in **Article 10.6(b)** of the Plan (the “**Non-Debtor Release Provision**”). Holders of Claims in Class 4 (General Unsecured Claims) that properly and timely elect to opt in to the Non-Debtor Release Provision will be Releasing Parties or Released Parties under the Plan.

5. **Voting Procedures for Beneficial Holders of Class 4 Convertible Notes Claims and Nominees**

Record holders of the Convertible Notes may include brokers, dealers, commercial banks, trust companies, or other agent nominees (“**Nominees**”). If such entities do not hold Convertible Notes Claims for their own account, they must provide copies of the Solicitation Package to their beneficial holder clients that are the voting Holders of such Convertible Notes Claims as of the Voting Record Date (the “**Beneficial Holders**”). Any Beneficial Holder of Convertible Notes Claims who has not received a Ballot should contact his, her, or its Nominee or the Solicitation Agent.

The following voting procedures apply to Beneficial Holders and their Nominees:

- (a) the Solicitation Agent will distribute or cause to be distributed through the applicable Nominees (i) Solicitation Packages for each Beneficial Holder, as of the Voting Record Date, represented by a Nominee, which will contain, among other things, a Beneficial Holder Ballot for each Beneficial Holder, and (ii) a Master Ballot for the Nominee;

- (b) any Nominee that is a Holder of record with respect to Convertible Notes Claims shall vote on behalf of, or facilitate voting by, Beneficial Holders of such Claims, as applicable, either by:
 - (i) (A) immediately, and in any event within three Business Days after its receipt of the Solicitation Packages, distributing the Solicitation Packages, including the Beneficial Holder Ballots, it receives from the Solicitation Agent to all such Beneficial Holders, (B) providing such Beneficial Holders with a return address to send the completed Beneficial Holder Ballots, (C) compiling and validating the votes and other relevant information of all such Beneficial Holders on the Master Ballot, and (D) transmitting the Master Ballot to the Solicitation Agent so that it is received no later than the Voting Deadline, or
 - (ii) if the Nominee elects to “pre-validate” the Beneficial Holder Ballots, immediately, and in any event within three Business Days after receipt of the Solicitation Packages, distributing the Solicitation Packages it receives from the Solicitation Agent to all such Beneficial Holders, including in each package a Beneficial Holder Ballot that it has “pre-validated,” signed by the Nominee and including the Nominee’s name and DTC participant number, the Beneficial Holder’s account number and name, the amount of Claims held by the Nominee for such Beneficial Holder, a medallion guarantee stamp (or list of authorized signers) confirming the Beneficial Holder’s position in the applicable notes as of the Voting Record Date, so that the Beneficial Holder may complete and return the pre-validated Beneficial Holder Ballot directly to the Solicitation Agent so that it is received no later than the Voting Deadline;
- (c) the applicable indenture trustee will not be entitled to vote on behalf of a Beneficial Holder; rather, each Beneficial Holder must vote his or her own Claim(s) according to instructions received from its Nominee;
- (d) any vote returned to a Nominee by a Beneficial Holder, whether in a Beneficial Holder Ballot or otherwise according to the Nominee’s instructions, shall not be counted for purposes of accepting or rejecting the Plan until such Nominee properly completes and delivers to the Solicitation Agent a Master Ballot that reflects the vote of such Beneficial Holders so that it is received no later than the Voting Deadline or otherwise validates the Beneficial Holder Ballot in a manner acceptable to the Solicitation Agent. Nominees will retain all Beneficial Holder Ballots returned by Beneficial Holders for a period of one year after the Plan Effective Date;
- (e) if a Beneficial Holder holds Convertible Notes Claims through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Beneficial Holder Ballot and each such Beneficial Holder should execute a separate Beneficial Holder Ballot for each block of Claims that it holds through any Nominee and must return each such Beneficial Holder Ballot to the appropriate Nominee;

- (f) votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees, as of the Voting Record Date, as evidenced by the applicable securities position report(s) obtained from DTC. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of such Claims held by such Nominee as of the Voting Record Date. Votes cast on account of Convertible Notes Claims will be tabulated in the same manner with respect to each applicable Debtor;
- (g) Master Ballots may be submitted (i) by first class mail, overnight courier, or hand delivery to the Kroll address set forth below and in the Master Ballot, or (ii) via e-mail to TPIBallots@ra.kroll.com with “TPI Solicitation Master Ballot Submission” in the subject line;
- (h) Beneficial Holders may submit a pre-validated Beneficial Holder Ballot directly to the Solicitation Agent, in accordance with instructions provided by the applicable Nominee, via (i) first class mail, hand delivery, or overnight courier to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, New York 11232 or (ii) e-mail to TPIBallots@ra.kroll.com (with “TPI Solicitation Pre-Validated Ballot Submission” in the subject line);
- (i) if conflicting votes or “over votes” are submitted by a Nominee pursuant to a Master Ballot, the Solicitation Agent will use reasonable efforts to reconcile discrepancies with the Nominees. If over votes on a Master Ballot are not reconciled before the preparation of the voting report tabulating votes on the Plan, the Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over vote, but only to the extent of the Nominee’s position in applicable Noteholder Voting Class;
- (j) to assist in the solicitation process, the Solicitation Agent may, but is not required to, contact parties that submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies; *provided, however*, that the Solicitation Agent is not obligated to do so and neither the Debtors nor the Solicitation Agent will suffer any liability for failure to notify parties of such deficiencies;
- (k) for purposes of tabulating votes, each Nominee or Beneficial Holder will be deemed to have voted the principal amount of its Convertible Notes Claims, although any principal amounts may be adjusted by the Solicitation Agent to reflect the amount of the Claim actually voted, including prepetition interest; and
- (l) a single Nominee may complete and deliver to the Solicitation Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the latest received valid Master Ballot received before the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior received Master Ballot. Likewise, if a Beneficial Holder submits more than one Ballot to its Nominee, (i) the latest received Beneficial Holder Ballot received before the

submission deadline imposed by the Nominee shall be deemed to supersede any prior Beneficial Holder Ballot submitted by the Beneficial Holder, and (ii) the Nominee shall complete the Master Ballot accordingly.

Specific Instructions for Beneficial Holders. A Beneficial Holder who holds Convertible Notes Claims as a registered record holder in its own name should vote on the Plan by completing and signing the applicable Beneficial Holder Ballot and returning it directly to the Solicitation Agent on or before the Voting Deadline via (i) the enclosed self-addressed, postage paid envelope; (ii) first class mail, hand delivery, or overnight courier to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, New York 11232; or (iii) e-mail to TPIBallots@ra.kroll.com (with “TPI Solicitation Record Holder Ballot Submission” in the subject line).

A Beneficial Holder (*i.e.*, holding Convertible Notes Claims in “street name” through a Nominee) may vote on the Plan by:

- (a) Completing and signing the Beneficial Holder Ballot provided to the applicable Holder by their Nominee. Holders of Convertible Notes Claims should return the Beneficial Holder Ballot (or otherwise cast a vote according to their Nominee’s instructions) to their Nominee as promptly as possible in accordance with the instructions provided by their Nominee and in sufficient time to allow such Nominee to process the Beneficial Holder’s instructions and return a completed Master Ballot to the Solicitation Agent by the Voting Deadline; or
- (b) Completing the “pre-validated” Beneficial Holder Ballot (as described below) provided to the applicable Beneficial Holder by their Nominee. Beneficial Holders should return the “pre-validated” Beneficial Holder Ballot to the Solicitation Agent by the Voting Deadline.

Any Beneficial Holder Ballot returned to a Nominee by a Voting Holder will not be counted for purposes of acceptance or rejection of the Plan until such Nominee properly completes and delivers to the Solicitation Agent that Beneficial Holder Ballot (properly validated) or a Master Ballot casting the vote of such Holder.

If any Beneficial Holder owns Convertible Notes Claims through more than one Nominee, such Holder may receive multiple mailings containing the Beneficial Holder Ballots. The Beneficial Holder should execute a separate Beneficial Holder Ballot for each block of Convertible Notes Claims that it holds through any particular Nominee and return each Beneficial Holder Ballot to the respective Nominee in the return envelope provided therewith, if any, or in accordance with the Nominee’s voting instructions. Beneficial Holders who execute multiple Beneficial Holder Ballots with respect to Convertible Notes Claims held through more than one Nominee must indicate on each Beneficial Holder Ballot the names of all such other Nominees and the additional amounts of such Convertible Notes Claims so held and voted.

Specific Instructions for Nominees. Prior to the Solicitation Mailing Date, the Solicitation Agent will determine the Nominees holding Convertible Notes Claims on behalf of Beneficial Holders of such Convertible Notes Claims as of the Voting Record Date, as evidenced by the applicable

securities position report(s) obtained from DTC, and will distribute an appropriate number of Solicitation Packages to such Nominees to allow them to forward one to each applicable Beneficial Holder.

A Nominee that, on the Voting Record Date, is the record holder of Convertible Notes Claims for one or more Beneficial Holders may obtain the votes of Beneficial Holders of such Convertible Notes Claims in the following ways:

- (a) ***Pre-Validated Ballots.*** The Nominee may “pre-validate” a Beneficial Holder Ballot by signing the Beneficial Holder Ballot and including their DTC participant number; indicating the account number of the Beneficial Holder and the principal amount of the applicable Claims held by the Nominee for such Beneficial Holder accompanied by a medallion guarantee stamp (or list of authorized signers) certifying the Beneficial Holder’s position as of the Voting Record Date; and then forwarding the Beneficial Holder Ballot together with the Disclosure Statement, and preaddressed, postage-paid return envelope addressed to, and provided by, the Solicitation Agent, and other materials requested to be forwarded, to the Beneficial Holder for voting. The Beneficial Holder then completes the remaining information requested on the Beneficial Holder Ballot and returns the Beneficial Holder Ballot directly to the Solicitation Agent so that it is **actually received** by the Solicitation Agent on or before the Voting Deadline.
- (b) ***Master Ballots.*** If the Nominee elects not to pre-validate Beneficial Holder Ballots, the Nominee may obtain the votes of Beneficial Holders by forwarding to the Beneficial Holders the unsigned Beneficial Holder Ballots, together with the Disclosure Statement, a pre-addressed, postage-paid return envelope addressed to, the Nominee, and other materials in the Solicitation Package. After collecting the Beneficial Holder Ballots completed by the Nominee’s Beneficial Holders, the Nominee should, in turn, complete a Master Ballot compiling the votes and other information from the Beneficial Holder Ballots, execute the Master Ballot, and deliver the Master Ballot to the Solicitation Agent so that it is **actually received** by the Solicitation Agent on or before the Voting Deadline.

For the avoidance of doubt and consistent with industry standard, Nominees, in lieu of forwarding paper copies of, or flash drives containing, the Solicitation Packages and Beneficial Holder Ballots to their Beneficial Holder clients, may employ the Nominee’s customary practice of providing notice of the voting event and the terms thereof to their Beneficial Holder clients, as well as collecting their Beneficial Holder clients’ votes and opt-in elections, whether by e-mail, telephone, or providing electronic access to an online platform. Furthermore, if it is the Nominee’s customary and accepted practice to submit a “voting instruction form” to Beneficial Holders for the purpose of conveying solicitation information and recording the Beneficial Holder’s vote, Nominees may send such voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot; *provided, however*, that regardless of the means by which Nominees record their Beneficial Holder clients’ votes, such votes will not be tabulated by the Solicitation Agent until the

Nominee submits a Master Ballot containing its Beneficial Holder clients' vote(s) to the Solicitation Agent on or before the Voting Deadline.

Notwithstanding anything to the contrary set forth in this Disclosure Statement or the Solicitation Procedures, Nominees shall forward paper copies of, or in electronic format (via a QR code provided in the Combined Hearing Notice and Ballot) containing, the Solicitation Packages and Beneficial Holder Ballots to their Beneficial Holder clients upon request of such Beneficial Holder clients or the applicable trustee or agent.

EACH NOMINEE SHOULD ADVISE ITS BENEFICIAL HOLDERS TO RETURN THEIR BENEFICIAL HOLDER BALLOTS TO THE NOMINEE BY A DATE CALCULATED BY THE NOMINEE TO ALLOW IT TO PREPARE AND RETURN THE MASTER BALLOT TO THE SOLICITATION AGENT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT ON OR BEFORE THE VOTING DEADLINE.

NOMINEES AND BENEFICIAL HOLDERS MAY RETURN MASTER BALLOTS OR PREVALIDATED BENEFICIAL HOLDER BALLOTS, AS APPLICABLE, VIA E-MAIL TO TPIBALLOTS@RA.KROLL.COM WITH A REFERENCE TO "TPI SOLICITATION MASTER/PRE-VALIDATED BENEFICIAL HOLDER BALLOT SUBMISSION" IN THE SUBJECT LINE.

6. Notices of Non-Voting Status.

Holders of Claims in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims), in lieu of a Solicitation Package, will receive the Combined Hearing Notice and a Notice of Non-Voting Status for Classes 1 and 2 with the Release Opt-Out Form (as defined below) attached thereto, substantially in the form attached to the Disclosure Statement Order as **Schedule 4** (the "Notice of Non-Voting Status for Classes 1 and 2").

Known, registered holders of Parent's common stock, whose positions in the Existing Equity Interests are registered in their own names directly on the books and records of the applicable transfer agent and the RemainCo Debtors (the "**Known Equity Holders**"), and bank, broker, and financial institution nominees that hold Parent's common stock "in street name" on behalf of beneficial holders, whose positions in the Existing Equity Interests are held through the Depository Trust Company or similar securities depository (the "**Equity Nominees**"), in each case, in Class 6 (Existing Equity Interests), in lieu of a Solicitation Package, will receive the Combined Hearing Notice and a Notice of Non-Voting Status for Class 6, substantially in the form attached to the Disclosure Statement Order as **Schedule 5** (the "**Notice of Non-Voting Status for Class 6**" and, together with the Notice of Non-Voting Status for Classes 1 and 2, the "**Notices of Non-Voting Status**").

The RemainCo Debtors are not required to serve holders of Interests in Class 5 (Intercompany Interests) and Class 6 (Existing Equity Interests) (other than Known Equity Holders and Equity Nominees) with copies of the Combined Hearing Notice, Notice of Non-Voting Status, or any other type of notice in connection with solicitation of the Plan.

The Notices of Non-Voting Status provide (i) notice of the Court’s conditional approval of the Disclosure Statement, (ii) notice of filing of the Plan and Disclosure Statement, (iii) notice of the holder’s non-voting status, and (iv) information about how to obtain copies of the Disclosure Statement and Plan.

In addition, the Notice of Non-Voting Status for Classes 1 and 2 contains the full text of the release provision set forth in Article 10.6(b) of the Plan and advises such holders in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) that they will be bound by the Non-Debtor Release Provision unless they timely and properly opt out. The Notice of Non-Voting Status for Classes 1 and 2 also includes a form to complete and return if the holder elects to opt-out of such Non-Debtor Release Provisions (the “**Release Opt-Out Form**”). A holder of Claims in a Non-Voting Class who properly and timely elects to opt out of the Non-Debtor Release Provisions will not be a Releasing Party or Released Party under the Plan. Holders of Claims in the Non-Voting Classes who choose to opt out of the Non-Debtor Release Provisions may do so (i) by first-class mail, (ii) by overnight courier, (iii) by hand delivery, or (iv) via the E-Opt Out Portal so that (in each instance) it is **actually received** by the Solicitation Agent no later than the Voting Deadline (as defined below), which the RemainCo Debtors may extend, in their discretion, without further order of the Court. The Notice of Non-Voting Status for Classes 1 and 2 includes information on how parties can opt out electronically via the E-Opt Out Portal. An encrypted opt-out data and audit trail will be created through the electronic submission process and become part of the record of any opt-out election submitted in this manner. Additionally, the parties’ electronic signature will be deemed to be legally valid and effective immediately.

7. **Voting Deadline.**

The Court has established **June 24, 2026 at 4:00 p.m. (Central Time)**, as the deadline to submit Ballots to accept or reject the Plan and elect to opt-out or opt-in, as applicable, to the Non-Debtor Release Provisions of the Plan (the “**Voting Deadline**”). The RemainCo Debtors may extend the Voting Deadline, in their discretion, without further order of the Court. To be counted as a vote to accept or reject the Plan or an election to opt-out or opt-in, as applicable, to the Non-Debtor Release Provisions (the forms on which parties may elect to opt-out or opt-in, as applicable to the Non-Debtor Release Provisions, including the Release Opt-Out Form, the “**Election Forms**”), each Ballot or Election Form must be properly executed, completed, and delivered to the Solicitation Agent (i) by first-class mail in the return envelope provided with each Ballot, (ii) by overnight mail, (iii) by hand delivery, or (iv) via E-Ballot so that (in each instance) it is **actually received** by the Solicitation Agent no later than the Voting Deadline. Kroll’s “E-Ballot” platform is the sole manner in which Ballots and Election Forms will be accepted via electronic or online transmission. Ballots and Election Forms submitted by facsimile, e-mail, or other means of electronic transmission will not be counted; *provided, however*, that, Master Ballots and pre-validated Beneficial Holder Ballots may be submitted to the Solicitation Agent by e-mail. An encrypted data and audit trail will be created through the electronic submission process and become part of the record of any Ballot or Election Form submitted in this manner. Additionally, the parties’ electronic signature will be deemed to be immediately legally valid and effective.

Holders of Claims mailing their Ballots or Election Forms to the Solicitation Agent shall mail them to the following address:

Kroll's Address for Receipt of Ballots and Election Forms
If by First Class Mail, Hand Delivery or Overnight Mail TPI Composites, Inc. Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 3rd Avenue, Suite 412 Brooklyn, NY 11232 To coordinate hand delivery of your Ballot or Election Form, please notify the Solicitation Agent via e-mail at TPIballots@ra.kroll.com, with "TPI Composites [Ballot]/[Election Form] Delivery" in the subject line, at least 24 hours in advance of arrival at the Kroll address above and provide the anticipated date and time of delivery.

In all instances, holders shall consult their Ballot or Election Form for specific instructions regarding submission of their votes and opt-out elections.

8. Tabulation Procedures.

The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the RemainCo Debtors' right to waive any of the below specified requirements for completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Bankruptcy Local Rules:

- (a) Whenever a holder of Claims casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect such holder's intent and thus, supersede any previously received, valid Ballot.
- (b) Following the Voting Deadline, no Ballot may be changed or revoked absent further order of the Court or as directed in writing (e-mail being sufficient) by the RemainCo Debtors.
- (c) Whenever a holder of Claims casts a Ballot that is properly completed, executed, and timely returned to the Solicitation Agent but does not indicate either an acceptance or rejection of the Plan, or indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted; *provided, however*, that, if such Ballot contains an election by such holder to opt in to the releases contained in the Plan, such election will be effective.
- (d) A holder of Claims shall be deemed to have voted the full amount of its Claims in each Class and shall not be entitled to split its vote within a particular Class or between more than one Debtor. Any such holder's Ballot

that partially accepts and partially rejects the Plan, between the same or multiple Debtors, will not be counted.

- (e) A person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a holder of Claims should indicate such capacity when signing, and if so requested by the RemainCo Debtors or the Solicitation Agent, must submit proper evidence satisfactory to the RemainCo Debtors of its authority to so act.
- (f) A holder of Claims against more than one Debtor that casts a single Ballot shall have its votes counted separately with respect to each such Debtor.
- (g) Whenever a holder of a Claim casts Ballots received by Kroll on the same day, but which are voted inconsistently, the last properly executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior received Ballot.
- (h) The RemainCo Debtors, unless subject to contrary order of the Court, may waive any defects or irregularities as to any particular irregular Ballot at any time, either before or after the Voting Deadline.
- (i) The following Ballots shall not be counted:
 - i. any Ballot received after the Voting Deadline unless the RemainCo Debtors shall have granted an extension of the Voting Deadline in writing with respect to such Ballot or waived the late submission;
 - ii. any Ballot that is illegible or contains insufficient information to permit the identification of the voting party;
 - iii. any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan;
 - iv. any Ballot cast by a person or entity that is not entitled to vote, even if such individual or entity holds a Claim in a Voting Class;
 - v. any unsigned Ballot; *provided, however*, that Ballots submitted by E-Ballot will be deemed to contain a legal, valid signature;
 - vi. any Ballot containing a vote that the Court determines, after notice and a hearing, was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or
 - vii. any Ballot transmitted to the Solicitation Agent by e-mail or facsimile or other means not specifically approved herein.

Each holder of Claims that votes to accept or reject the Plan is deemed to have voted the full amount of its Claims therefor.

The Solicitation Agent may, but is not required to, contact parties who submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies; *provided, however*, that neither the RemainCo Debtors nor the Solicitation Agent is required to contact such parties to provide notification of defects or irregularities with respect to completion or delivery of Ballots, nor will any of them incur any liability for failure to provide such notification. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the RemainCo Debtors (or the Court) determines. Neither the RemainCo Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived prior to the Voting Deadline) will be invalidated.

The RemainCo Debtors or their Solicitation Agent, as applicable, are authorized to determine all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots, which determination will be final and binding on all parties, unless subject to a contrary order of the Court.

The RemainCo Debtors are authorized to reject any and all Ballots submitted by any holders of Claims not in proper form, the acceptance of which would, in the opinion of the RemainCo Debtors or their counsel, as applicable, be unlawful.

The RemainCo Debtors are further authorized to reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot by any holders of Claims. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor in accordance with the foregoing sentence will be final and binding on all parties, unless subject to a contrary order of the Court.

If a Voting Class contains Claims eligible to vote and no holders of Claims eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be presumed accepted by such Class. Any Voting Class of Claims against any of the RemainCo Debtors that, as of the commencement of the Combined Hearing, does not have at least one holder of a Claim that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan of any of the RemainCo Debtors for purposes of voting to accept or reject the RemainCo Debtors' Plan, and disregarded for purposes of determining whether such RemainCo Debtors' Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

The RemainCo Debtors or their Solicitation Agent shall file the Voting Report on or before **June 29, 2026 at 11:59 p.m. (Central Time)**.

Kroll is required to retain all paper copies of Ballots and all solicitation-related correspondence for one year following the Plan Effective Date, whereupon, Kroll is authorized to

destroy or otherwise dispose of all paper copies of Ballots, printed solicitation materials including unused copies of the Solicitation Package, and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the RemainCo Debtors or the Clerk of the Court in writing within such one-year period.

9. **Combined Hearing Notice.**

No later than three Business Days after entry of the Disclosure Statement Order, and except as otherwise provided in the Disclosure Statement Order, the RemainCo Debtors will serve all holders of Claims and Interests in the Non-Voting Classes via e-mail or first-class mail, in the RemainCo Debtors' discretion, a copy of the Combined Hearing Notice, which sets forth (i) the Voting Deadline, (ii) the Plan Objection Deadline and procedures for filing objections and responses to confirmation of the Plan, (iii) the time, date, and place for the Combined Hearing, and (iv) information about the Plan's release and injunction provisions in compliance with Bankruptcy Rule 2002(c)(3). The RemainCo Debtors will separately serve holders of Claims in Voting Classes with the Combined Hearing Notice as part of the Solicitation Package.

The RemainCo Debtors may, in their discretion, give supplemental publication notice of the Combined Hearing, as soon as reasonably practicable following entry of the Proposed Order, in one or more local or foreign newspapers, trade journals, or similar publications as the RemainCo Debtors deem appropriate.

The RemainCo Debtors reserve the right, and are authorized to make non-substantive or immaterial changes to these Solicitation and Voting Procedures, the Disclosure Statement, the Plan, the Ballot, the Combined Hearing Notice, and related documents without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes among these Solicitation and Voting Procedures, the Disclosure Statement, the Plan, and any other materials in the Solicitation Package before distribution; *provided, however*, that all such modifications shall be made in accordance with the terms of the document being modified and the Plan.

Schedule 2

Form of Combined Hearing Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: TPI COMPOSITES, INC., <i>et al.</i>, Debtors.¹	§ § § § § § §	Chapter 11 Case No. 25-34655 (CML) (Jointly Administered)
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**NOTICE OF (I) CONDITIONAL
APPROVAL OF (A) DISCLOSURE
STATEMENT, AND (B) SOLICITATION AND
VOTING PROCEDURES, (II) COMBINED HEARING TO
CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT
AND CONFIRMATION OF PLAN, AND (III) ESTABLISHMENT OF NOTICE
AND OBJECTION PROCEDURES FOR CONFIRMATION OF PROPOSED PLAN**

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:

DEBTOR	CASE NO.
TPI Composites, Inc.	25-34655 (CML)
TPI Texas, LLC	25-90283 (CML)
TPI International, LLC	25-90284 (CML)
TPI Turkey, LLC	25-90285 (CML)
TPI APAC, LLC	25-90286 (CML)
TPI APAC II, Inc.	25-90287 (CML)
TPI Turkey II, LLC	25-90288 (CML)
TPI Turkey Izbas, LLC	25-90289 (CML)
TPI Composites Services, LLC	25-90290 (CML)
TPI Mexico, LLC	25-90291 (CML)
TPI Mexico II, LLC	25-90292 (CML)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: TPI Texas, LLC (4000), TPI Composites, Inc. (0775), TPI International, LLC (9537), TPI Turkey, LLC (2552), TPI APAC, LLC (8038), TPI APAC II, Inc. (3515), TPI Turkey II, LLC (2551), TPI Turkey Izbas, LLC (0185), TPI Composites Services, LLC (4547), TPI Mexico, LLC (0745), TPI Mexico II, LLC (8269), TPI Mexico III, LLC (7315), TPI Mexico IV, LLC (1231), TPI Mexico V, LLC (5628), TPI Mexico VI, LLC (7260), Ponto Alto Holdings, LLC (0322), TPI Arizona, LLC (9641), TPI Iowa, LLC (2887), TPI Iowa II, LLC (4175), Composite Solutions, Inc. (1486), TPI Holdings Mexico, LLC (1936), and TPI Technology, Inc. (2727). The Debtors' mailing address is 9200 E. Pima Center Parkway, Suite 250, Scottsdale, AZ 85258.

TPI Mexico III, LLC	25-90293 (CML)
TPI Mexico IV, LLC	25-90294 (CML)
Ponto Alto Holdings, LLC	25-90297 (CML)
TPI Arizona, LLC	25-90298 (CML)
TPI Iowa, LLC	25-90299 (CML)
TPI Iowa II, LLC	25-90300 (CML)
Composite Solutions, Inc.	25-90301 (CML)
TPI Holdings Mexico, LLC	25-90302 (CML)
TPI Technology, Inc.	25-90303 (CML)

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Conditional Approval of Disclosure Statement.** On [●], 2026, the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) held a hearing (the “**Conditional Disclosure Statement Hearing**”) at which it conditionally approved the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors*, filed on [●], 2026 (Docket No. [●]) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Disclosure Statement**”)² of Debtors TPI Composites, Inc., TPI Texas, LLC, TPI International, LLC, TPI Turkey, LLC, TPI APAC, LLC, TPI APAC II, Inc., TPI Turkey II, LLC, TPI Turkey Izbas, LLC, TPI Composites Services, LLC, TPI Mexico, LLC, TPI Mexico II, LLC, TPI Mexico III, LLC, TPI Mexico IV, LLC, Ponto Alto Holdings, LLC, TPI Arizona, LLC, TPI Iowa, LLC, TPI Iowa II, LLC, Composite Solutions, Inc., TPI Holdings Mexico, LLC, and TPI Technology, Inc. (the “**RemainCo Debtors**”), and thereafter entered an order (Docket No. [●]) (the “**Disclosure Statement Order**”) with respect thereto. The Disclosure Statement Order, among other things, authorizes the RemainCo Debtors to solicit votes to accept the *Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors*, filed on [●], 2026 (Docket No. [●]) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Plan**”).

2. **Combined Hearing.** A hearing to consider confirmation of the Plan (the “**Combined Hearing**”) has been scheduled for **July 1, 2026 at 1:00 p.m. (Central Time)**, before the Honorable Judge Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court without further notice other than by a Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

3. **Voting Record Date.** Holders of Claims in Class 3 (Senior Secured Term Loan Claims) and Class 4 (General Unsecured Claims) as of **May 18, 2026**

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Disclosure Statement, the Plan, or the Disclosure Statement Order, as applicable.

(the “**Voting Record Date**”) that are otherwise eligible to vote on the Plan shall be entitled to vote to accept or reject the Plan.

4. ***Voting Deadline.*** If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan you must (a) follow the instructions carefully, (b) complete all of the required information on the Ballot, and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot (or, for Beneficial Holders of the Convertible Notes, as instructed by your Nominee) so that it is **actually received** by the RemainCo Debtors’ solicitation and voting agent, Kroll Restructuring Administration LLC (“**Kroll**” or the “**Solicitation Agent**”) on or before **June 24, 2026 at 4:00 p.m. (Central Time)** (the “**Voting Deadline**”). **ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.**

5. ***Parties in Interest Not Entitled to Vote.*** Holders of Claims or Interests in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 5 (Intercompany Interests), and Class 6 (Existing Equity Interests) are not entitled to vote on the Plan and will not receive a Ballot. If you disagree with the amount set forth by the RemainCo Debtors for your Claim in the Schedules or if you have filed a proof of claim and disagree with either (a) the RemainCo Debtors’ objection to your Claim and believe that you should be entitled to vote on the Plan or (b) the RemainCo Debtors’ classification or request for estimation of your Claim and believe that you should be entitled to vote on the Plan in a different amount or Class or against a different Debtor, then you must file with the Bankruptcy Court a motion (a “**Rule 3018(a) Motion**”) for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) temporarily allowing your Claim in a different amount or in a different Class or against a different Debtor for purposes of voting to accept or reject the Plan. All Rule 3018(a) Motions must be filed on or before **June 3, 2026 at 4:00 p.m. (Central Time)**. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered. As to any holder filing a Rule 3018(a) Motion, such holder’s Ballot will be counted as provided in the Solicitation and Voting Procedures, appended as Schedule 1 to the Disclosure Statement Order except as may be otherwise ordered by the Bankruptcy Court. Holders may contact Kroll by (i) e-mail at TPInfo@ra.kroll.com, (ii) writing to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or (iii) via telephone at (877) 280-2696 (U.S./Canada Toll-Free) or +1 (646) 290-7082 (outside of the U.S./Canada, Toll) to receive an appropriate Ballot for any Claim for which a proof of claim has been timely filed and a Rule 3018(a) Motion has been granted.

6. ***Objections to Confirmation.*** The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is **June 24, 2026 at 4:00 p.m. (Central Time)** (the “**Plan Objection Deadline**”).

7. ***Form and Manner of Objections to Confirmation.*** Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement must (i) be in writing, (ii) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any order of the Court, (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the RemainCo Debtors’ estates or property, and (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a

proposed modification to the Plan that would resolve such objection. Registered users of the Court's case filing system are required to electronically file their objections and responses on or before the Plan Objection Deadline and all other parties in interest are required to file their objections and responses in writing, together with proof of service thereof, with the United States Bankruptcy Court Clerk's Office, Nathan Ochsner, Clerk of Court, P.O. Box 61010, Houston, Texas 77208, on or before the Plan Objection Deadline.

8. IF AN OBJECTION TO CONFIRMATION IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

9. ***Additional Information.*** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Kroll through (i) e-mail at TPIinfo@ra.kroll.com (with "TPI Solicitation Inquiry" in the subject line), (ii) writing to TPI Composites Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or (iii) via telephone at (877) 280-2696 (U.S./Canada Toll-Free) or +1 (646) 290-7082 (outside of the U.S./Canada, Toll). Interested parties may also access, review, and download the Disclosure Statement and the Plan free of charge at <https://restructuring.ra.kroll.com/TPIComposites> and via the following QR Code:



10. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: <https://www.txs.uscourts.gov/page/bankruptcy-court>. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: <https://pacer.uscourts.gov/>.

**NOTICE REGARDING CERTAIN RELEASE,
EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN**

If you (i) are the holder of a Claim entitled to vote to accept the Plan that opts in to granting the releases set forth therein, (ii) the holder of a Claim that was given notice of the opportunity to opt out of granting the releases set forth therein but did not opt out, and (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), such Persons' (x) Related Parties, to the extent that such Person is legally entitled to bind such Related Party under applicable law, (y) predecessors, successors, or assigns, and (z) all Persons entitled to assert Claims or Causes of Action through or on behalf of such Persons with respect to the matters for which such Persons are providing releases, you shall be deemed to have consented to the releases contained in Article 10.6(b) of the Plan.

ARTICLE 10.6(a) RELEASES BY THE REMAINCO DEBTORS.

Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration the adequacy of which is hereby confirmed, as of the Plan Effective Date, each Released Party is deemed, hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged by the RemainCo Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Persons who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of, the foregoing Persons, from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims, or claims for breach of fiduciary duty, asserted or assertable on behalf of the RemainCo Debtors, their Estates, the GUC Trust, or the WindDown Co (as applicable), that the RemainCo Debtors, their Estates, the GUC Trust, or the WindDown Co would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, any RemainCo Debtor or other Person, or that any holder of any Claim against or Interest in any RemainCo Debtor or other Person could have asserted on behalf of the RemainCo Debtors, based on or relating to, or in any manner arising from, in whole or in part: any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the RemainCo Debtors (including the governance, management, ownership, or operation thereof or otherwise) or their Estates, the Chapter 11 Cases (including the filing and administration thereof), the RemainCo Debtors' in- or out-of-court restructuring efforts, the GUC Trust, the WindDown Co, the ECP Purchase Agreement, intercompany transactions between or among the RemainCo Debtors or between the RemainCo Debtors and their Affiliated Debtors, the purchase, sale or rescission of any security of the RemainCo Debtors, the Senior Secured Term Loans, the DIP Facility, and any and all related agreements, instruments, or other documents, the formulation, preparation, dissemination, negotiation, entry into, or filing of the Disclosure Statement, the Plan (including the Plan Supplement), or any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement or the Plan (including the Plan Supplement), the DIP Facility, the filing of the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these RemainCo

Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, *provided, however*, that the foregoing exception for Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party that constitutes gross negligence or willful misconduct shall not preserve or retain any Claim or Cause of Action for breach of fiduciary duty, (b) releasing any post-Plan Effective Date obligations of any party or Person under the Plan, any transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (c) releasing any Causes of Action specifically retained by the RemainCo Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement, or (d) releasing any Intercompany Claims, which, for the avoidance of doubt, shall be treated in accordance with Article 4.4 of the Plan.

ARTICLE 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS.

Except as otherwise specifically provided in the Plan or the Confirmation Order, as of the Plan Effective Date, each Releasing Party is deemed to have, hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged each of the RemainCo Debtors, and each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative Claims or Causes of Action asserted or assertable on behalf of the Releasing Parties that such Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part: any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the RemainCo Debtors (including the governance, management, ownership, or operation thereof or otherwise) or their Estates, the Chapter 11 Cases (including the filing and administration thereof), the RemainCo Debtors' in- or out-of-court restructuring efforts, the GUC Trust, the WindDown Co, the ECP Purchase Agreement, intercompany transactions between or among the RemainCo Debtors or between the RemainCo Debtors and the Affiliated Debtors, the purchase, sale or rescission of any security of the RemainCo Debtors, the Senior Secured Term Loans, the DIP Facility, and any and all related agreements, instruments, or other documents, the formulation, preparation, dissemination, negotiation, entry into, or filing of the Disclosure Statement, the Plan (including the Plan Supplement), or any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, or the Plan (including the Plan Supplement), the DIP Facility, the filing of the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any post-Plan Effective Date obligations of any party or Person under the Plan, any transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (c) releasing any Causes of Action specifically retained by the RemainCo Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement, or (d) releasing any Intercompany Claims, which, for the avoidance of doubt, shall be treated in accordance with Article 4.4 of the Plan. Nothing contained in the Plan, nor the release of any claims pursuant to the Plan, is evidence of the merit, or lack of merit, of the Claims or Causes of Action released by the Plan.

ARTICLE 10.7 EXCULPATION.

Except as otherwise expressly provided in the Plan or the Confirmation Order, to the fullest extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Cause of Action or any Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, from the Petition Date through the Plan Effective Date, the RemainCo Debtors (including the governance, management, ownership, or operation thereof or otherwise) or their Estates, the Chapter 11 Cases (including the filing and administration thereof), the RemainCo Debtors' in- or out-of-court restructuring efforts, the GUC Trust, the WindDown Co, the ECP Purchase Agreement, intercompany transactions between or among the RemainCo Debtors or between the RemainCo Debtors and the Affiliated Debtors, the purchase, sale or rescission of any security of the RemainCo Debtors, the DIP Facility, and any and all related agreements, instruments, or other documents, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan (including the Plan Supplement), or any transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement, or the Plan (including the Plan Supplement), the DIP Facility, the filing of the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with all applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant

to the Plan. Notwithstanding anything to the contrary in the foregoing, the exculpations set forth above shall not be construed as (i) exculpating any Exculpated Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these RemainCo Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), or (ii) exculpating any post-Plan Effective Date obligations of any party or Person under the Plan, any transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

ARTICLE 10.5 INJUNCTION.

Except as otherwise specifically provided in the Plan or for obligations issued or distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Persons that have held, hold, or may hold Claims, Interests, or Causes of Action that have been released, discharged, or are subject to exculpation pursuant to the Plan, including under Article 10.6(a), Article 10.6(b) or Article 10.7, and all other parties in interest, are permanently enjoined, from and after the Plan Effective Date, from taking any of the following actions against, as applicable, the RemainCo Debtors, an Estate, the Released Parties, or the Exculpated Parties (to the extent of the exculpation provided pursuant to Article 10.7 of the Plan with respect to the Exculpated Parties) with respect to such Claims, Interests, and Causes of Action: (a) commencing or continuing in any manner any action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) on account of or in connection with or with respect to any such claims or interests; (b) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against such Persons on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind against such Persons or the property or the estates of such Persons on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Persons or against the property of such Persons on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action unless (x) such Person has timely asserted such setoff right either in a filed Proof of Claim, or in another document filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such Person asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpetition agreement with the RemainCo Debtors or (i) an executory contract or (ii) an unexpired lease, in the case of (i) and (ii), that has been assumed by the RemainCo Debtors as of the Plan Effective Date; (e) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan and Confirmation Order, to the full extent permitted by applicable law; and (f) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action released, settled, or treated, entitled to a distribution, or cancelled pursuant to the Plan, including

pursuant to Article 10.6(a) or Article 10.6(b) of the Plan; *provided* that such Persons that have held, hold, or may hold Claims against, Interests in, or Causes of Action against, a RemainCo Debtor or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan.

Subject in all respects to Article 11.1 of the Plan, no Person may commence or pursue a Claim or Cause of Action of any kind against any Exculpated Party that arose or arises from, in whole or in part: the RemainCo Debtors (including the governance, management, ownership, or operation thereof or otherwise) or their Estates, the Chapter 11 Cases (including the filing and administration thereof), the RemainCo Debtors' in- or out-of-court restructuring efforts, the GUC Trust, the WindDown Co, the ECP Purchase Agreement, intercompany transactions between or among the RemainCo Debtors or between the RemainCo Debtors and the Affiliated Debtors, the purchase, sale or rescission of any security of the RemainCo Debtors, the DIP Facility, and any and all related agreements, instruments, or other documents, the formulation, preparation, dissemination, negotiation, entry into, or filing of the Disclosure Statement, the Plan (including the Plan Supplement), or any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan) created or entered into in connection with the Disclosure Statement, or the Plan (including the Plan Supplement), the DIP Facility, the filing of the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable claim that has not been exculpated under the Plan and (ii) specifically authorizing such Person to bring such Claim or Cause of Action against any such Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and has not been exculpated and, only to the extent legally permissible and as provided for in Article 11.1 of the Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action. For the avoidance of doubt, the foregoing sentence is subject to applicable law regarding the Bankruptcy Court's subject matter jurisdiction to hear such matter.

By participating in the Plan by voting or by accepting Plan distributions pursuant to the Plan (in whatever sum), each holder of an Allowed Claim extinguished, discharged, or released pursuant to the Plan shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in Article 10.5, and each such holder acknowledges and accepts that the Plan is a binding compromise of an Allowed Claim or an Interest extinguished and releases all rights in respect of such Allowed Claim or Interest extinguished such that such holders of Claims agree to waive any right (if any) to object to or otherwise challenge the Plan and its effect on Claims or any other matter whatsoever and that such release and waiver shall be effective irrespective of which law governs the rights of the said holder as against any RemainCo Debtor.

The injunctions in Article 10.5 shall extend to any successors of the RemainCo Debtors, the GUC Trust, or the WindDown Co, as applicable, and their respective property and interests in property.

Relevant Definitions Related to Release and Exculpation Provisions:

“Exculpated Parties” means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law, (i) the RemainCo Debtors and their Estates, (ii) the Independent Directors, and (iii) the Creditors’ Committee and each of its members.

“Related Parties” means with respect to a Person, that Person’s current and former Affiliates, and such Person’s and its current and former Affiliates’ directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns (whether by operation of law or otherwise), subsidiaries, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, managers, fiduciaries, trustees, employees, agents (including any disbursing agent), advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, representatives’ advisors, predecessors, successors, and assigns, each solely in their capacity as such (including any attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of a Person), and the respective heirs, executors, estates, servants and nominees of the foregoing.

“Released Parties” means, collectively, and in each case solely in their capacity as such (a) the RemainCo Debtors, (b) the Senior Secured Lenders, (c) the Prepetition Administrative Agent, (d) the DIP Agent, (e) the DIP Lenders, (f) the GUC Trust and GUC Trustee, (g) the WindDown Co and WindDown Agent, and (h) the Related Parties of each Person in clauses (a) through (g); *provided, however*, that each Person that timely and properly opts out of, or fails to opt into, as applicable, the releases set forth in Article 10.6(b) of the Plan shall not be a Released Party; *provided, further*, that Related Parties of each Person listed in clause (a) shall not include Affiliated Debtors or any other Person related to such Affiliated Debtors; and *provided, further*, that, other than with respect to the parties expressly identified as Released Parties, holders of Existing Equity Interests shall not be deemed Released Parties in such capacity.

“Releasing Parties” means collectively, and in each case solely in their capacity as such, (a) the RemainCo Debtors, (b) the Senior Secured Lenders, (c) the Prepetition Administrative Agent, (d) the DIP Agent, (e) the DIP Lenders, (f) each holder of a Claim in Class 1 or Class 2, that was given notice of the opportunity to opt out of granting the releases set forth in Section 10.6 of the Plan and does not affirmatively opt out of such releases, (g) each holder of a Claim in Class 4 that affirmatively opts in to the releases contained in Section 10.6 of the Plan by checking the applicable box on their Ballot, and (h) with respect to each of the foregoing Persons in clauses (a) through (g), such Persons’ (x) Related Parties, to the extent that such Person is legally entitled to bind such Related Party to the releases contained in Section 10.6 of the Plan under applicable law, (y) predecessors, successors, or assigns, and (z) all Persons entitled to assert Claims or Causes of Action through or on behalf of such Persons with respect to the matters for which such Persons are providing releases; *provided, however*, that in no circumstance shall any Affiliated Debtor or its estate be considered a Releasing Party.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

11. *Plan Supplement.* The RemainCo Debtors will file and serve any supplement to the Plan on or before **June 17, 2026 at 11:59 p.m. (Central Time)**.

QUESTIONS:

If you have questions about this Combined Hearing Notice, please contact Kroll (i) through e-mail at TPIinfo@ra.kroll.com (with “TPI Solicitation Inquiry” in the subject line), (ii) by writing to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or (iii) via telephone at (877) 280-2696 (U.S./Canada Toll-Free) or +1 (646) 290-7082 (outside of the U.S./Canada, Toll).

Dated: [●], 2026
Houston, Texas

/s/

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Email: Matt.Barr@weil.com

Lauren.Tauro@weil.com

Attorneys for Debtors

and Debtors in Possession

Schedule 3A

Form of Class 3 Ballot (Senior Secured Term Loan Claims)

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
TPI COMPOSITES, INC., <i>et al.</i> ,	§	Case No. 25-34655 (CML)
	§	
Debtors. ¹	§	(Jointly Administered)
	§	

**BALLOT FOR VOTING
TO ACCEPT OR REJECT JOINT CHAPTER 11 PLAN OF LIQUIDATION
OF TPI COMPOSITES, INC. AND CERTAIN OF ITS AFFILIATED DEBTORS**

CLASS 3: SENIOR SECURED TERM LOAN CLAIMS

IN ORDER FOR YOUR VOTE TO BE COUNTED TOWARD CONFIRMATION OF THE PLAN, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT ON OR BEFORE JUNE 24, 2026 AT 4:00 P.M. (CENTRAL TIME) (THE “VOTING DEADLINE”), UNLESS EXTENDED BY THE REMAINCO DEBTORS.

TPI Composites, Inc., TPI Texas, LLC, TPI International, LLC, TPI Turkey, LLC, TPI APAC, LLC, TPI APAC II, Inc., TPI Turkey II, LLC, TPI Turkey Izbas, LLC, TPI Composites Services, LLC, TPI Mexico, LLC, TPI Mexico II, LLC, TPI Mexico III, LLC, TPI Mexico IV, LLC, Ponto Alto Holdings, LLC, TPI Arizona, LLC, TPI Iowa, LLC, TPI Iowa II, LLC, Composite Solutions, Inc., TPI Holdings Mexico, LLC, and TPI Technology, Inc. (the “**RemainCo Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors*, filed on [●], 2026 (Docket No. [●]) (including any exhibits and schedules thereto and as may be amended,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: TPI Texas, LLC (4000), TPI Composites, Inc. (0775), TPI International, LLC (9537), TPI Turkey, LLC (2552), TPI APAC, LLC (8038), TPI APAC II, Inc. (3515), TPI Turkey II, LLC (2551), TPI Turkey Izbas, LLC (0185), TPI Composites Services, LLC (4547), TPI Mexico, LLC (0745), TPI Mexico II, LLC (8269), TPI Mexico III, LLC (7315), TPI Mexico IV, LLC (1231), TPI Mexico V, LLC (5628), TPI Mexico VI, LLC (7260), Ponto Alto Holdings, LLC (0322), TPI Arizona, LLC (9641), TPI Iowa, LLC (2887), TPI Iowa II, LLC (4175), Composite Solutions, Inc. (1486), TPI Holdings Mexico, LLC (1936), and TPI Technology, Inc. (2727). The Debtors’ mailing address is 9200 E. Pima Center Parkway, Suite 250, Scottsdale, AZ 85258.

supplemented, or otherwise modified from time to time, the “**Plan**”).² The Plan is attached as Exhibit A to the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors*, filed on [●], 2026 (Docket No. [●]) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Disclosure Statement**”).

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of **May 18, 2026** (the “**Voting Record Date**”), a holder of any Claim secured under applicable non-bankruptcy law by collateral that is being conveyed to the Plan Sponsor under the Plan and pursuant to the terms provided in the Equity Commitment Agreement, including the Senior Secured Term Loan Claims (a “**Secured Claim**”).

The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. If you do not have a copy of the Plan, Disclosure Statement, and Disclosure Statement Order (without exhibits, except the Solicitation and Voting Procedures annexed thereto as Schedule 1), you may obtain a copy from Kroll Restructuring Administration LLC (“**Kroll**” or the “**Solicitation Agent**”) at no charge by accessing the Debtors’ restructuring website at <https://restructuring.ra.kroll.com/TPIComposites> or via the following QR Code:



If you have any questions on how to properly complete this Ballot, please contact the Solicitation Agent by (i) e-mail at TPIinfo@ra.kroll.com (with “TPI Solicitation Inquiry” in the subject line), (ii) writing to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or (iii) via telephone at (877) 280-2696 (U.S./Canada Toll-Free) or +1 (646) 290-7082 (outside of the U.S./Canada, Toll). Please be advised that the Solicitation Agent cannot provide legal advice. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 3 Senior Secured Term Loan Claim under the Plan.

² Capitalized terms used but not otherwise defined herein or in the enclosed voting instructions shall have the meaning ascribed to such terms in the Plan or Disclosure Statement, as applicable.

IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 3

As described in more detail in the Disclosure Statement and Plan, on or as soon as reasonably practicable after the later of the Plan Effective Date and the date that is ten Business Days after the date such Senior Secured Term Loan Claim becomes an Allowed Claim, in accordance with Article 4.3 of the Plan, and except to the extent that a holder of an Allowed Senior Secured Term Loan Claim and the RemainCo Debtors or the WindDown Co, as applicable, agree to less favorable treatment, each holder of an Allowed Senior Secured Term Loan Claim shall receive, subject to the terms of the Unsecured Claims Settlement, its Pro Rata Share of the (i) Excess Sale Proceeds, (ii) any remaining GUC Reserve Funding Amount or WindDown Reserve after the completion of the claims reconciliation process and the wind down of the GUC Trust, WindDown Co, and the estates of the Affiliated Debtors, as applicable, and (iii) the Surplus Senior Claims Recovery Pool Cash, until holders of Allowed Senior Secured Term Loan Claims receive collectively from all such sources an amount equal to the Allowed amount of their Allowed Senior Secured Term Loan Claims, and, as a result of the foregoing, the obligations of the RemainCo Debtors, if any, with respect to the Senior Secured Term Loan Claims shall be released and discharged.

PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.

The Plan can be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) and thereby made binding on you if it is accepted by the holders of (i) at least two-thirds in amount of the allowed Claims voted in each Impaired Class, and (ii) if the Impaired Class is a Class of Claims, more than one-half in number of the allowed Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot to the Solicitation Agent by the Voting Deadline.

Your receipt of this Ballot does not indicate that your Claim(s) has been or will be Allowed. This Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, Class 3 Senior Secured Term Loan Claims. You must provide all of the information requested by this Ballot. Failure to do so may result in the disqualification of your vote.

Releases. Article 10.6 of the Plan contains the following release provision:

ARTICLE 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS.

Except as otherwise specifically provided in the Plan or the Confirmation Order, as of the Plan Effective Date, each Releasing Party is deemed to have, hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged each of the RemainCo Debtors, and each Released Party from any and all Claims, obligations, rights,

suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative Claims or Causes of Action asserted or assertable on behalf of the Releasing Parties that such Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part: any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the RemainCo Debtors (including the governance, management, ownership, or operation thereof or otherwise) or their Estates, the Chapter 11 Cases (including the filing and administration thereof), the RemainCo Debtors' in- or out-of-court restructuring efforts, the GUC Trust, the WindDown Co, the ECP Purchase Agreement, intercompany transactions between or among the RemainCo Debtors or between the RemainCo Debtors and the Affiliated Debtors, the purchase, sale or rescission of any security of the RemainCo Debtors, the Senior Secured Term Loans, the DIP Facility, and any and all related agreements, instruments, or other documents, the formulation, preparation, dissemination, negotiation, entry into, or filing of the Disclosure Statement, the Plan (including the Plan Supplement), or any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, or the Plan (including the Plan Supplement), the DIP Facility, the filing of the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any post-Plan Effective Date obligations of any party or Person under the Plan, any transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (c) releasing any Causes of Action specifically retained by the RemainCo Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement, or (d) releasing any Intercompany Claims, which, for the avoidance of doubt, shall be treated in accordance with Article 4.4 of the Plan. Nothing contained in the Plan, nor the release of any claims pursuant to the Plan, is evidence of the merit, or lack of merit, of the Claims or Causes of Action released by the Plan.

Relevant Definitions Related to Release Provisions:

“Related Parties” means with respect to a Person, that Person’s current and former Affiliates, and such Person’s and its current and former Affiliates’ directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns (whether by operation of law or otherwise), subsidiaries, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, managers, fiduciaries, trustees, employees, agents (including any disbursing agent), advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, representatives’ advisors, predecessors, successors, and assigns, each solely in their capacity as such (including any attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of a Person), and the respective heirs, executors, estates, servants and nominees of the foregoing.

“Released Parties” means, collectively, and in each case solely in their capacity as such (a) the RemainCo Debtors, (b) the Senior Secured Lenders, (c) the Prepetition Administrative Agent, (d) the DIP Agent, (e) the DIP Lenders, (f) the GUC Trust and GUC Trustee, (g) the WindDown Co and WindDown Agent, and (h) the Related Parties of each Person in clauses (a) through (g); *provided, however*, that each Person that timely and properly opts out of, or fails to opt into, as applicable, the releases set forth in Article 10.6(b) of the Plan shall not be a Released Party; *provided, further*, that Related Parties of each Person listed in clause (a) shall not include Affiliated Debtors or any other Person related to such Affiliated Debtors; and *provided, further*, that, other than with respect to the parties expressly identified as Released Parties, holders of Existing Equity Interests shall not be deemed Released Parties in such capacity.

“Releasing Parties” means collectively, and in each case solely in their capacity as such, (a) the RemainCo Debtors, (b) the Senior Secured Lenders, (c) the Prepetition Administrative Agent, (d) the DIP Agent, (e) the DIP Lenders, (f) each holder of a Claim in Class 1 or Class 2, that was given notice of the opportunity to opt out of granting the releases set forth in Section 10.6 of the Plan and does not affirmatively opt out of such releases, (g) each holder of a Claim in Class 4 that affirmatively opts in to the releases contained in Section 10.6 of the Plan by checking the applicable box on their Ballot, and (h) with respect to each of the foregoing Persons in clauses (a) through (g), such Persons’ (x) Related Parties, to the extent that such Person is legally entitled to bind such Related Party to the releases contained in Section 10.6 of the Plan under applicable law, (y) predecessors, successors, or assigns, and (z) all Persons entitled to assert Claims or Causes of Action through or on behalf of such Persons with respect to the matters for which such Persons are providing releases; *provided, however*, that in no circumstance shall any Affiliated Debtor or its estate be considered a Releasing Party.

**PLEASE READ THE ATTACHED VOTING INFORMATION
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1, 2, AND 3. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.
--

Item 1. Amount of Claims.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such a holder) of a Senior Secured Term Loan Claim in the principal amount against the RemainCo Debtors.

\$ _____

Item 2. Votes on the Plan. Please vote either to accept or to reject the Plan with respect to your Claims above. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and reject the Plan, shall not be counted in determining acceptance or rejection of the Plan. **THE VOTE CAST BELOW WILL BE APPLIED IN THE SAME MANNER AND AMOUNT AGAINST EACH APPLICABLE DEBTOR.**

The undersigned holder of a Class 3 Senior Secured Term Loan Claim votes to (check one box):

☐ **Accept** the Plan ☐ **Reject** the Plan

Item 3. Acknowledgments. By signing this Ballot, the holder (or authorized signatory of such holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the holder (or is entitled to vote on behalf of such holder) of a Senior Secured Term Loan Claim described in Item 1 as of the Voting Record Date, and (iii) all authority conferred, or agreed to be conferred, pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Name of Holder

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed

E-Mail Address

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Ballots received after the Voting Deadline (if the Voting Deadline has not been extended) may not, at the RemainCo Debtors' discretion, be counted. **The Solicitation Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.**
2. Complete the Ballot by providing all the information requested, signing, dating, and returning the Ballot to the Solicitation Agent. Any Ballot that is illegible, contains insufficient information to identify the holder, or is unsigned will not be counted. Ballots may not be submitted to the Solicitation Agent by facsimile or electronic mail. If neither the **"accept"** nor **"reject"** box is checked in Item 2, both boxes are checked in Item 2, or the Ballot is otherwise not properly completed, executed, or timely returned, then the Ballot shall not be counted in determining acceptance or rejection of the Plan.
3. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different or inconsistent Claims within a single Class under the Plan, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted.
4. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of Claims.
5. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.
6. If you cast more than one Ballot voting the same Claim(s) prior to the Voting Deadline, the latest received, properly executed valid Ballot submitted to the Solicitation Agent will supersede any prior Ballot.
7. If (i) the RemainCo Debtors revoke or withdraw the Plan or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
8. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the RemainCo Debtors will not resolicit votes for acceptance or rejection of the Plan.
9. PLEASE RETURN YOUR BALLOT PROMPTLY.
10. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT BY E-MAILING TPIINFO@RA.KROLL.COM (WITH "TPI SOLICITATION INQUIRY" IN THE SUBJECT LINE), (II) WRITING TO TPI COMPOSITES, INC. BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING

ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232, OR (III) VIA TELEPHONE AT (877) 280-2696 (U.S./CANADA TOLL-FREE) OR +1 (646) 290-7082 (OUTSIDE OF THE U.S./CANADA, TOLL). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

11. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE SUBMIT YOUR BALLOT BY ONLY ONE OF THE FOLLOWING METHODS:

(i) online submission of an E-Ballot, (ii) paper copy submission in the return envelope provided, (iii) paper copy submission by hand delivery or overnight mail, or (iv) paper copy submission by first class mail.

IF YOU WISH TO COORDINATE HAND DELIVERY OF YOUR BALLOT, PLEASE NOTIFY THE SOLICITATION AGENT VIA E-MAIL AT TPIBALLOTS@RA.KROLL.COM (WITH “TPI COMPOSITES BALLOT DELIVERY” IN THE SUBJECT LINE) AT LEAST 24 HOURS IN ADVANCE OF ARRIVAL AT THE KROLL ADDRESS SET FORTH BELOW AND PROVIDE THE ANTICIPATED DATE AND TIME OF DELIVERY.

ALL BALLOTS MUST BE PROPERLY EXECUTED, COMPLETED, AND DELIVERED ACCORDING TO THE VOTING INSTRUCTIONS SO THAT THE BALLOTS ARE ACTUALLY RECEIVED BY THE SOLICITATION AGENT NO LATER THAN THE VOTING DEADLINE.

Online E-Ballot Voting Instructions

To properly submit your Ballot electronically, you must electronically complete, sign, and return your customized electronic Ballot by utilizing the E-Ballot platform on the Debtors’ restructuring website by visiting <https://restructuring.ra.kroll.com/TPIComposites>, clicking on the “Submit E-Ballot” link (below the “Case Navigation” header of the website landing page) and following the instructions. Your Ballot must be received by Kroll no later than **4:00 p.m. (Central Time) on June 24, 2026**, the Voting Deadline, unless such time is extended by the RemainCo Debtors. **TO ENSURE TIMELY DELIVERY, HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM.** Kroll’s “E-Ballot” platform is the sole manner in which ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, e-mail, or other means of electronic transmission will not be counted.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

Holders who cast a Ballot using Kroll’s “E-Ballot” platform should NOT also submit a paper Ballot. Each E-Ballot ID# is to be used solely for voting only those Claims described on your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS JUNE 24, 2026, AT 4:00 P.M. (CENTRAL TIME).

Paper Copy Ballot Submission

Kroll's Address for Receipt of Paper Ballots
If by First Class Mail, Hand Delivery or Overnight Mail TPI Composites, Inc. Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 3rd Avenue, Suite 412 Brooklyn, NY 11232 To coordinate hand delivery of your ballot, please notify the Solicitation Agent via e-mail at TPIballots@ra.kroll.com, with "TPI Composites Ballot Delivery" in the subject line, at least 24 hours in advance of arrival at the Kroll address above and provide the anticipated date and time of delivery.

If you are unable to use the E-Ballot platform or need assistance in completing and submitting your Ballot, please contact Kroll by (i) e-mailing TPIinfo@ra.kroll.com (with "TPI Solicitation Inquiry" in the subject line), (ii) writing to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or (iii) telephoning the Solicitation Agent's restructuring hotline at (877) 280-2696 (U.S./Canada Toll-Free) or +1 (646) 290-7082 (outside of the U.S./Canada, Toll).

Schedule 3B

Form of Class 4 Ballot (General Unsecured Claims)

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
TPI COMPOSITES, INC., <i>et al.</i> ,	§	Case No. 25-34655 (CML)
	§	
Debtors. ¹	§	(Jointly Administered)
	§	

**BALLOT FOR VOTING
TO ACCEPT OR REJECT JOINT CHAPTER 11 PLAN OF LIQUIDATION
OF TPI COMPOSITES, INC. AND CERTAIN OF ITS AFFILIATED DEBTORS**

CLASS 4: GENERAL UNSECURED CLAIMS

IN ORDER FOR YOUR VOTE TO BE COUNTED TOWARD CONFIRMATION OF THE PLAN, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT ON OR BEFORE JUNE 24, 2026 AT 4:00 P.M. (CENTRAL TIME) (THE “VOTING DEADLINE”), UNLESS EXTENDED BY THE REMAINCO DEBTORS.

TPI Composites, Inc., TPI Texas, LLC, TPI International, LLC, TPI Turkey, LLC, TPI APAC, LLC, TPI APAC II, Inc., TPI Turkey II, LLC, TPI Turkey Izbas, LLC, TPI Composites Services, LLC, TPI Mexico, LLC, TPI Mexico II, LLC, TPI Mexico III, LLC, TPI Mexico IV, LLC, Ponto Alto Holdings, LLC, TPI Arizona, LLC, TPI Iowa, LLC, TPI Iowa II, LLC, Composite Solutions, Inc., TPI Holdings Mexico, LLC, and TPI Technology, Inc. (the “**RemainCo Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors*, filed on [●], 2026 (Docket No. [●]) (including any exhibits and schedules thereto and as may be amended,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: TPI Texas, LLC (4000), TPI Composites, Inc. (0775), TPI International, LLC (9537), TPI Turkey, LLC (2552), TPI APAC, LLC (8038), TPI APAC II, Inc. (3515), TPI Turkey II, LLC (2551), TPI Turkey Izbas, LLC (0185), TPI Composites Services, LLC (4547), TPI Mexico, LLC (0745), TPI Mexico II, LLC (8269), TPI Mexico III, LLC (7315), TPI Mexico IV, LLC (1231), TPI Mexico V, LLC (5628), TPI Mexico VI, LLC (7260), Ponto Alto Holdings, LLC (0322), TPI Arizona, LLC (9641), TPI Iowa, LLC (2887), TPI Iowa II, LLC (4175), Composite Solutions, Inc. (1486), TPI Holdings Mexico, LLC (1936), and TPI Technology, Inc. (2727). The Debtors’ mailing address is 9200 E. Pima Center Parkway, Suite 250, Scottsdale, AZ 85258.

supplemented, or otherwise modified from time to time, the “**Plan**”).² The Plan is attached as Exhibit A to the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors*, filed on [●], 2026 (Docket No. [●]) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Disclosure Statement**”).

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of **May 18, 2026** (the “**Voting Record Date**”), a holder of any General Unsecured Claim, against any of the RemainCo Debtors.

The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. If you do not have a copy of the Plan, Disclosure Statement, and Disclosure Statement Order, you may obtain a copy from Kroll Restructuring Administration LLC (“**Kroll**” or the “**Solicitation Agent**”) at no charge by accessing the Debtors’ restructuring website at <https://restructuring.ra.kroll.com/TPIComposites> or via the following QR Code:



If you have any questions on how to properly complete this Ballot, please contact the Solicitation Agent by (i) e-mail at TPIinfo@ra.kroll.com (with “TPI Solicitation Inquiry” in the subject line), (ii) writing to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or (iii) telephone at (877) 280-2696 (U.S./Canada Toll-Free) or +1 (646) 290-7082 (outside of the U.S./Canada, Toll). Please be advised that the Solicitation Agent cannot provide legal advice. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 4 General Unsecured Claim under the Plan.

IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 4

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed and the Plan Effective Date occurs, in accordance with the distribution mechanics described in <u>Article 4.4</u> of the Plan, and except to the extent that a holder of an Allowed General Unsecured Claim agrees to a less favorable treatment, each holder of an Allowed General Unsecured Claim shall receive, in final satisfaction, release and discharge of such Allowed General Unsecured Claims, on the Plan Effective Date, its Pro Rata Share, along with holders of beneficial interests in the GUC Trust granted in connection with TPI MX V & VI Plan, subject to the terms of the Unsecured Claims Settlement, of the GUC Trust Interests.

PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.

² All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement.

The Plan can be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) and thereby made binding on you if it is accepted by the holders of (i) at least two-thirds in amount of the allowed Claims voted in each Impaired Class, and (ii) if the Impaired Class is a Class of Claims, more than one-half in number of the allowed Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot to the Solicitation Agent by the Voting Deadline.

Your receipt of this Ballot does not indicate that your Claim(s) has been or will be Allowed. This Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, Class 4 General Unsecured Claims. You must provide all of the information requested by this Ballot. Failure to do so may result in the disqualification of your vote.

Releases. Article 10.6(b) of the Plan contains the following release provision:

ARTICLE 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS.

Except as otherwise specifically provided in the Plan or the Confirmation Order, as of the Plan Effective Date, each Releasing Party is deemed to have, hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged each of the RemainCo Debtors, and each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative Claims or Causes of Action asserted or assertable on behalf of the Releasing Parties that such Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part: any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the RemainCo Debtors (including the governance, management, ownership, or operation thereof or otherwise) or their Estates, the Chapter 11 Cases (including the filing and administration thereof), the RemainCo Debtors’ in- or out-of-court restructuring efforts, the GUC Trust, the WindDown Co, the ECP Purchase Agreement, intercompany transactions between or among the RemainCo Debtors or between the RemainCo Debtors and the Affiliated Debtors, the purchase, sale or rescission of any security of the RemainCo Debtors, the Senior Secured Term Loans, the DIP Facility, and any and all related agreements, instruments, or other documents, the formulation, preparation, dissemination, negotiation, entry into, or filing of the Disclosure Statement, the Plan (including the Plan Supplement), or any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document, or

other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, or the Plan (including the Plan Supplement), the DIP Facility, the filing of the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any post-Plan Effective Date obligations of any party or Person under the Plan, any transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (c) releasing any Causes of Action specifically retained by the RemainCo Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement, or (d) releasing any Intercompany Claims, which, for the avoidance of doubt, shall be treated in accordance with Article 4.4 of the Plan. Nothing contained in the Plan, nor the release of any claims pursuant to the Plan, is evidence of the merit, or lack of merit, of the Claims or Causes of Action released by the Plan.

Relevant Definitions Related to Release Provision:

“Related Parties” means with respect to a Person, that Person’s current and former Affiliates, and such Person’s and its current and former Affiliates’ directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns (whether by operation of law or otherwise), subsidiaries, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, managers, fiduciaries, trustees, employees, agents (including any disbursing agent), advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, representatives’ advisors, predecessors, successors, and assigns, each solely in their capacity as such (including any attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of a Person), and the respective heirs, executors, estates, servants and nominees of the foregoing.

“Released Parties” means, collectively, and in each case solely in their capacity as such (a) the RemainCo Debtors, (b) the Senior Secured Lenders, (c) the Prepetition Administrative Agent, (d) the DIP Agent, (e) the DIP Lenders, (f) the GUC Trust and GUC Trustee, (g) the WindDown Co and WindDown Agent, and (h) the Related Parties of each Person in clauses (a) through (g); *provided, however*, that each Person that timely and properly opts out of, or fails to opt into, as applicable, the releases set forth in Article 10.6(b) of the Plan shall not be a Released Party; *provided, further*, that Related Parties of each Person listed in clause (a) shall not include Affiliated Debtors or any other Person related to such Affiliated Debtors; and *provided, further*, that, other than with respect to the parties expressly identified as Released Parties, holders of Existing Equity Interests shall not be deemed Released Parties in such capacity.

“Releasing Parties” means collectively, and in each case solely in their capacity as such, (a) the RemainCo Debtors, (b) the Senior Secured Lenders, (c) the Prepetition Administrative Agent, (d) the DIP Agent, (e) the DIP Lenders, (f) each holder of a Claim in Class 1 or Class 2, that was given notice of the opportunity to opt out of granting the releases set forth in Section 10.6 of the Plan and does not affirmatively opt out of such releases, (g) each holder of a Claim in Class 4 that affirmatively opts in to the releases contained in Section 10.6 of the Plan by checking the applicable box on their Ballot, and (h) with respect to each of the foregoing Persons in clauses (a) through (g), such Persons’ (x) Related Parties, to the extent that such Person is legally entitled to bind such Related Party to the releases contained in Section 10.6 of the Plan under applicable law, (y) predecessors, successors, or assigns, and (z) all Persons entitled to assert Claims or Causes of Action through or on behalf of such Persons with respect to the matters for which such Persons are providing releases; *provided, however*, that in no circumstance shall any Affiliated Debtor or its estate be considered a Releasing Party.

**PLEASE READ THE ATTACHED VOTING INFORMATION
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1, 2, 3, AND 4. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Amount of Claims.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such a holder) of General Unsecured Claim(s) in the aggregate unpaid amount against the RemainCo Debtors.

\$ _____ Debtor: _____

Item 2. Votes on the Plan. Please vote either to accept or to reject the Plan with respect to your Claims above. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

The undersigned holder of a Class 4 General Unsecured Claim votes to (check one box):

☐ **Accept the Plan** ☐ **Reject the Plan**

Item 3. Optional Opt-In Release Election. Check the box below if you elect to grant the releases contained in Article 10.6(b) of the Plan. If you voted to accept or reject the Plan in Item 2 above or if you are abstaining from voting to accept or reject the Plan, check this box if you elect to grant the releases contained in Article 10.6(b) of the Plan. Election to withhold consent is at your option. If you submit an accepting or rejecting Ballot, or if you abstain from submitting a Ballot and, in each case, you do not check the box below, you will be deemed to consent to the releases contained

in Article 10.6(b) of the Plan to the fullest extent permitted by applicable law. The holder of a Class 4 General Unsecured Claim set forth in Item 1 elects to:

☐ **OPT IN** to the releases contained only in Article 10.6(b) of the Plan.

Item 4. Acknowledgments. By signing this Ballot, the holder (or authorized signatory of such holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the holder (or is entitled to vote on behalf of such holder) of a General Unsecured Claim described in Item 1 as of the Voting Record Date, and (iii) all authority conferred, or agreed to be conferred, pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Name of Holder

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed

E-Mail Address

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Ballots received after the Voting Deadline (if the Voting Deadline has not been extended) may not, at the RemainCo Debtors' discretion, be counted. **The Solicitation Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.**
2. Complete the Ballot by providing all the information requested, signing, dating, and returning the Ballot to the Solicitation Agent. Any Ballot that is illegible, contains insufficient information to identify the holder, or is unsigned will not be counted. Ballots may not be submitted to the Solicitation Agent by facsimile or electronic mail. If neither the **"accept"** nor **"reject"** box is checked in Item 2, both boxes are checked in Item 2, or the Ballot is otherwise not properly completed, executed, or timely returned, then the Ballot shall not be counted in determining acceptance or rejection of the Plan.
3. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different or inconsistent Claims within a single Class under the Plan, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted.
4. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of Claims.
5. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.
6. If you cast more than one Ballot voting the same Claim(s) prior to the Voting Deadline, the latest received, properly executed valid Ballot submitted to the Solicitation Agent will supersede any prior Ballot.
7. If (i) RemainCo Debtors revoke or withdraw the Plan or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
8. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, RemainCo Debtors will not resolicit votes for acceptance or rejection of the Plan.
9. PLEASE RETURN YOUR BALLOT PROMPTLY.
10. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT BY (I) E-MAILING TPIINFO@RA.KROLL.COM (WITH "TPI SOLICITATION INQUIRY" IN THE SUBJECT LINE), (II) WRITING TO TPI COMPOSITES, INC. BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING

ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232, OR (III) VIA TELEPHONE AT (877) 280-2696 (U.S./CANADA TOLL-FREE) OR +1 (646) 290-7082 (OUTSIDE OF THE U.S./CANADA, TOLL). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

11. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE SUBMIT YOUR BALLOT BY ONLY ONE OF THE FOLLOWING METHODS:

(i) online submission of an E-Ballot, (ii) paper copy submission in the return envelope provided, (iii) paper copy submission by hand delivery or overnight mail, or (iv) paper copy submission by first class mail.

IF YOU WISH TO COORDINATE HAND DELIVERY OF YOUR BALLOT, PLEASE NOTIFY THE SOLICITATION AGENT VIA E-MAIL AT TPIBALLOTS@RA.KROLL.COM (WITH “TPI COMPOSITES BALLOT DELIVERY” IN THE SUBJECT LINE) AT LEAST 24 HOURS IN ADVANCE OF ARRIVAL AT THE KROLL ADDRESS SET FORTH BELOW AND PROVIDE THE ANTICIPATED DATE AND TIME OF DELIVERY.

ALL BALLOTS MUST BE PROPERLY EXECUTED, COMPLETED, AND DELIVERED ACCORDING TO THE VOTING INSTRUCTIONS SO THAT THE BALLOTS ARE ACTUALLY RECEIVED BY THE SOLICITATION AGENT NO LATER THAN THE VOTING DEADLINE.

Online E-Ballot Voting Instructions

To properly submit your Ballot electronically, you must electronically complete, sign, and return your customized electronic Ballot by utilizing the E-Ballot platform on the Debtors’ restructuring website by visiting <https://restructuring.ra.kroll.com/TPIComposites>, clicking on the “Submit E-Ballot” link (below the “Case Navigation” header of the website landing page) and following the instructions. Your Ballot must be received by Kroll no later than **4:00 p.m. (Central Time) on June 24, 2026**, the Voting Deadline, unless such time is extended by the RemainCo Debtors. **TO ENSURE TIMELY DELIVERY, HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM.** Kroll’s “E-Ballot” platform is the sole manner in which ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, e-mail, or other means of electronic transmission will not be counted.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

Holders who cast a Ballot using Kroll’s “E-Ballot” platform should NOT also submit a paper Ballot. Each E-Ballot ID# is to be used solely for voting only those Claims described on your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS JUNE 24, 2026, AT 4:00 P.M. (CENTRAL TIME).

Paper Copy Ballot Submission

Kroll's Address for Receipt of Paper Ballots
If by First Class Mail, Hand Delivery or Overnight Mail TPI Composites, Inc. Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 3rd Avenue, Suite 412 Brooklyn, NY 11232 To coordinate hand delivery of your ballot, please notify the Solicitation Agent via e-mail at TPIballots@ra.kroll.com, with "TPI Composites Ballot Delivery" in the subject line, at least 24 hours in advance of arrival at the Kroll address above and provide the anticipated date and time of delivery.

If you are unable to use the E-Ballot platform or need assistance in completing and submitting your Ballot, please contact Kroll by (i) e-mailing TPIinfo@ra.kroll.com (with "TPI Solicitation Inquiry" in the subject line), (ii) writing to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or (iii) telephoning the Solicitation Agent's restructuring hotline at (877) 280-2696 (U.S./Canada Toll-Free) or +1 (646) 290-7082 (outside of the U.S./Canada, Toll).

Schedule 3C

Beneficial Holder Ballot for Class 4 Convertible Notes (General Unsecured Claims)

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
TPI COMPOSITES, INC., <i>et al.</i> ,	§	Case No. 25-34655 (CML)
	§	
Debtors. ¹	§	(Jointly Administered)
	§	

**BENEFICIAL HOLDER BALLOT FOR VOTING
TO ACCEPT OR REJECT JOINT CHAPTER 11 PLAN OF LIQUIDATION
OF TPI COMPOSITES, INC. AND CERTAIN OF ITS AFFILIATED DEBTORS**

CLASS 4: CONVERTIBLE NOTES (GENERAL UNSECURED CLAIMS)

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST FOLLOW THE DIRECTIONS OF YOUR NOMINEE (AS DEFINED BELOW) AND ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE AND TRANSMIT SUCH VOTE ON A MASTER BALLOT, WHICH MASTER BALLOT MUST BE RETURNED TO THE SOLICITATION AGENT BY JUNE 24, 2026 AT 4:00 P.M. (CENTRAL TIME) (THE “VOTING DEADLINE”), UNLESS EXTENDED BY THE REMAINCO DEBTORS IN CONSULTATION WITH THE AD HOC NOTEHOLDER GROUP.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: TPI Texas, LLC (4000), TPI Composites, Inc. (0775), TPI International, LLC (9537), TPI Turkey, LLC (2552), TPI APAC, LLC (8038), TPI APAC II, Inc. (3515), TPI Turkey II, LLC (2551), TPI Turkey Izbas, LLC (0185), TPI Composites Services, LLC (4547), TPI Mexico, LLC (0745), TPI Mexico II, LLC (8269), TPI Mexico III, LLC (7315), TPI Mexico IV, LLC (1231), TPI Mexico V, LLC (5628), TPI Mexico VI, LLC (7260), Ponto Alto Holdings, LLC (0322), TPI Arizona, LLC (9641), TPI Iowa, LLC (2887), TPI Iowa II, LLC (4175), Composite Solutions, Inc. (1486), TPI Holdings Mexico, LLC (1936), and TPI Technology, Inc. (2727). The Debtors’ mailing address is 9200 E. Pima Center Parkway, Suite 250, Scottsdale, AZ 85258.

IF, HOWEVER, YOU RECEIVED A “PRE-VALIDATED” BALLOT FROM YOUR NOMINEE WITH INSTRUCTIONS TO SUBMIT SUCH BALLOT DIRECTLY TO THE SOLICITATION AGENT, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST COMPLETE, EXECUTE, AND RETURN THE “PRE-VALIDATED” BALLOT, SO AS TO BE *ACTUALLY RECEIVED* BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, UNLESS EXTENDED BY THE DEBTORS.

TPI Composites, Inc., TPI Texas, LLC, TPI International, LLC, TPI Turkey, LLC, TPI APAC, LLC, TPI APAC II, Inc., TPI Turkey II, LLC, TPI Turkey Izbas, LLC, TPI Composites Services, LLC, TPI Mexico, LLC, TPI Mexico II, LLC, TPI Mexico III, LLC, TPI Mexico IV, LLC, Ponto Alto Holdings, LLC, TPI Arizona, LLC, TPI Iowa, LLC, TPI Iowa II, LLC, Composite Solutions, Inc., TPI Holdings Mexico, LLC, and TPI Technology, Inc. (the “**RemainCo Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors*, filed on [●], 2026 (Docket No. [●]) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Plan**”).² The Plan is attached as Exhibit A to the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors*, filed on [●], 2026 (Docket No. [●]) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Disclosure Statement**”).

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of May 18, 2026 (the “**Voting Record Date**”), a beneficial holder of Class 4 Convertible Notes Claims (General Unsecured Claims) against any of the RemainCo Debtors. **The CUSIPs and ISINs associated with Class 4 Convertible Notes Claims are set forth in Exhibit A hereto.**

The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. If you do not have a copy of the Plan, Disclosure Statement, and Disclosure Statement Order, you may obtain a copy from Kroll Restructuring Administration LLC (“**Kroll**” or the “**Solicitation Agent**”) at no charge by accessing the Debtors’ restructuring website at <https://restructuring.ra.kroll.com/TPIComposites> or via the following QR Code:



If you have general questions about the solicitation process, the Disclosure Statement and Plan, how to properly complete this Ballot, or you need additional copies of solicitation materials, please contact the Solicitation Agent by (i) e-mail at TPIinfo@ra.kroll.com (with “TPI Solicitation Inquiry” in the subject line), (ii) writing to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or (iii) telephone at (877) 280-2696 (U.S./Canada Toll-Free) or +1 (646

² All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement.

290-7082 (outside of the U.S./Canada, Toll). If you have specific questions about how to submit your vote according to voting instructions provided by the bank, broker, or other intermediary, or an agent thereof (each, a “**Nominee**” and, collectively, the “**Nominees**”) through which you hold your Convertible Notes in ‘street name’, please refer such questions to your Nominee. Please be advised that the Solicitation Agent is not qualified or authorized to, and will not, provide legal advice. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 4 General Unsecured Claim under the Plan.

Your Nominee is authorized to employ the Nominee’s customary practice of providing notice of the voting event and the terms thereof to its Beneficial Holder clients, as well as collecting its Beneficial Holder clients’ votes and opt-in elections, whether by email, telephone, or providing electronic access to an online platform. Furthermore, if it is your Nominee’s customary and accepted practice to submit a “voting instruction form” to its Beneficial Holder clients for the purpose of conveying solicitation information and recording such Beneficial Holders’ votes, your Nominee is authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot.

IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 4

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed and the Plan Effective Date occurs, in accordance with the distribution mechanics described in Article 4.4 of the Plan, and except to the extent that a holder of an Allowed General Unsecured Claim agrees to a less favorable treatment, each holder of an Allowed General Unsecured Claim shall receive, in final satisfaction, release and discharge of such Allowed General Unsecured Claims, on the Plan Effective Date, its Pro Rata Share, along with holders of beneficial interests in the GUC Trust granted in connection with TPI MX V & VI Plan, subject to the terms of the Unsecured Claims Settlement, of the GUC Trust Interests.

PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.

The Plan can be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) and thereby made binding on you if it is accepted by the holders of (i) at least two-thirds in amount of the allowed Claims voted in each Impaired Class, and (ii) if the Impaired Class is a Class of Claims, more than one-half in number of the allowed Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot to the Solicitation Agent by the Voting Deadline.

Your receipt of this Ballot does not indicate that your Claim(s) has been or will be Allowed. This Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, Class 4 Convertible Notes

Claims (General Unsecured Claims). You must provide all of the information requested by this Ballot. Failure to do so may result in the disqualification of your vote.

ARTICLE 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS.

Except as otherwise specifically provided in the Plan or the Confirmation Order, as of the Plan Effective Date, each Releasing Party is deemed to have, hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged each of the RemainCo Debtors, and each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative Claims or Causes of Action asserted or assertable on behalf of the Releasing Parties that such Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part: any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the RemainCo Debtors (including the governance, management, ownership, or operation thereof or otherwise) or their Estates, the Chapter 11 Cases (including the filing and administration thereof), the RemainCo Debtors' in- or out-of-court restructuring efforts, the GUC Trust, the WindDown Co, the ECP Purchase Agreement, intercompany transactions between or among the RemainCo Debtors or between the RemainCo Debtors and the Affiliated Debtors, the purchase, sale or rescission of any security of the RemainCo Debtors, the Senior Secured Term Loans, the DIP Facility, and any and all related agreements, instruments, or other documents, the formulation, preparation, dissemination, negotiation, entry into, or filing of the Disclosure Statement, the Plan (including the Plan Supplement), or any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, or the Plan (including the Plan Supplement), the DIP Facility, the filing of the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any post-Plan Effective Date obligations of any party or Person under the Plan, any transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan,

(c) releasing any Causes of Action specifically retained by the RemainCo Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement, or (d) releasing any Intercompany Claims, which, for the avoidance of doubt, shall be treated in accordance with Article 4.4 of the Plan. Nothing contained in the Plan, nor the release of any claims pursuant to the Plan, is evidence of the merit, or lack of merit, of the Claims or Causes of Action released by the Plan.

Relevant Definitions Related to Release Provision:

“Related Parties” means with respect to a Person, that Person’s current and former Affiliates, and such Person’s and its current and former Affiliates’ directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns (whether by operation of law or otherwise), subsidiaries, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, managers, fiduciaries, trustees, employees, agents (including any disbursing agent), advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, representatives’ advisors, predecessors, successors, and assigns, each solely in their capacity as such (including any attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of a Person), and the respective heirs, executors, estates, servants and nominees of the foregoing.

“Released Parties” means, collectively, and in each case solely in their capacity as such (a) the RemainCo Debtors, (b) the Senior Secured Lenders, (c) the Prepetition Administrative Agent, (d) the DIP Agent, (e) the DIP Lenders, (f) the GUC Trust and GUC Trustee, (g) the WindDown Co and WindDown Agent, and (h) the Related Parties of each Person in clauses (a) through (g); *provided, however*, that each Person that timely and properly opts out of, or fails to opt into, as applicable, the releases set forth in Article 10.6(b) of the Plan shall not be a Released Party; *provided, further*, that Related Parties of each Person listed in clause (a) shall not include Affiliated Debtors or any other Person related to such Affiliated Debtors; and *provided, further*, that, other than with respect to the parties expressly identified as Released Parties, holders of Existing Equity Interests shall not be deemed Released Parties in such capacity.

“Releasing Parties” means collectively, and in each case solely in their capacity as such, (a) the RemainCo Debtors, (b) the Senior Secured Lenders, (c) the Prepetition Administrative Agent, (d) the DIP Agent, (e) the DIP Lenders, (f) each holder of a Claim in Class 1 or Class 2, that was given notice of the opportunity to opt out of granting the releases set forth in Section 10.6 of the Plan and does not affirmatively opt out of such releases, (g) each holder of a Claim in Class 4 that affirmatively opts in to the releases contained in Section 10.6 of the Plan by checking the applicable box on their Ballot, and (h) with respect to each of the foregoing Persons in clauses (a) through (g), such Persons’ (x) Related Parties, to the extent that such Person is legally entitled to bind such Related Party to the releases contained in Section 10.6 of the Plan under applicable law, (y) predecessors, successors, or assigns, and (z) all Persons entitled to assert Claims or Causes of Action through or on behalf of such Persons with respect to the matters for which such Persons are providing releases; *provided, however*, that in no circumstance shall any Affiliated Debtor or its estate be considered a Releasing Party.

**PLEASE READ THE ATTACHED VOTING INFORMATION
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE REVIEW AND, AS APPLICABLE, COMPLETE ITEMS 1, 2, 3, 4 AND 5. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Amount of Claims. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such a holder) of Class 4 Convertible Notes Claims in the principal amount against the RemainCo Debtors as set forth below.

Item 2. Vote on the Plan. Please vote either to accept or to reject the Plan with respect to your Claims below. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and reject the Plan, shall not be counted in determining acceptance or rejection of the Plan. If the amount below has not been pre-filled and you do not know the amount of your Convertible Notes Claim as of the Voting Record Date, please contact your Nominee for this information without delay.

The undersigned holder of Class 4 Convertible Notes (General Unsecured Claims) votes to (please check one and only one box):

Voting Class	Description	Item 1: Amount	Item 2: Vote to Accept or Reject Plan ³
Class 4	General Unsecured Claim	\$ _____	☐ ACCEPT (VOTE FOR) THE PLAN ☐ REJECT (VOTE AGAINST) THE PLAN

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 3. Optional Opt-In Release Election. Check the box below if you elect to grant the releases contained in Article 10.6(b) of the Plan. If you voted to accept or reject the Plan in Item 2 above or if you are abstaining from voting to accept or reject the Plan, check this box if you elect to grant the releases contained in Article 10.6(b) of the Plan. Election to withhold consent is at your option. If you submit an accepting or rejecting Ballot, or if you abstain from submitting a Ballot and, in each case, you do not check the box below, you will be deemed to consent to the releases contained in Article 10.6(b) of the Plan to the fullest extent permitted by applicable law. The holder of a Class 4 General Unsecured Claim set forth in Items 1 and 2 elects to:

☐ **OPT IN** to the releases contained only in Article 10.6(b) of the Plan.

³ In accordance with the Solicitation and Voting Procedures, each holder of a Convertible Notes Claim must vote each Claim consistently to accept or reject the Plan.

Item 4. Other Unsecured Notes Claims Beneficial Holder Ballots Submitted. By returning this Beneficial Holder Ballot, the holder of the Convertible Notes Claim identified in Items 1 and 2 certifies that (i) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for Class 4 Convertible Notes Claims (General Unsecured Claims) owned by such holder, except as identified in the following table, and (ii) *all* Beneficial Holder Ballots submitted by the holder indicate the same vote to accept or reject the Plan that the holder has indicated in Item 2 of this Beneficial Holder Ballot (please use additional sheets of paper if necessary):

Holder's Account Number with Other Nominee of Convertible Notes Claims Voted	Name and DTC Participant Number of Other Nominee of Convertible Notes Claims Voted	Amount of Convertible Notes Claims Voted through Other Nominee	CUSIP of Other Convertible Notes Claims Voted	Plan Vote of Other Convertible Notes Claims Voted (enter Accept or Reject)

Item 5. Acknowledgements. By signing this Ballot, the holder (or authorized signatory of such holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the holder (or is entitled to vote on behalf of such holder) of a Convertible Notes Claim (General Unsecured Claim) described in Items 1 and 2, as of the Voting Record Date, and (iii) all authority conferred, or agreed to be conferred, pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Name of Holder of Class 4 Convertible Notes Claims (General Unsecured Claims)

Nominee (if known)

Nominee's DTC Participant Number (if known)

Signature

If Signed by Holder's Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Ballots received after the Voting Deadline (if the Voting Deadline has not been extended) may not, at the RemainCo Debtors' discretion, be counted. **The Solicitation Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.**
2. Complete the Beneficial Holder Ballot by providing all the information requested, signing, dating, and returning the Beneficial Holder Ballot, or otherwise casting your vote, according to your Nominee's instructions. Any Beneficial Holder Ballot that is illegible, contains insufficient information to identify the holder, or is unsigned will not be counted. If neither the "accept" nor "reject" box is checked in Item 2, both boxes are checked in Item 2, or the Beneficial Holder Ballot is otherwise not properly completed, executed, or timely returned, then the Ballot shall not be counted in determining acceptance or rejection of the Plan. Notwithstanding the foregoing, if your Nominee is collecting your vote through other customary methods, including (but not limited to) via a "voting information form," please follow the instructions set forth by your Nominee. In all cases, you must vote according to your Nominee's instructions.
3. Please return the Ballot in the envelope provided, or as otherwise directed by your Nominee. **The Solicitation Agent will tabulate all properly completed pre-validated Beneficial Holder Ballots and Master Ballots received on or before the Voting Deadline. IF YOU ARE CASTING YOUR VOTE, WHETHER BY BENEFICIAL HOLDER BALLOT OR OTHERWISE, ACCORDING TO VOTING INSTRUCTIONS RECEIVED FROM YOUR NOMINEE, THROUGH YOUR NOMINEE, PLEASE CAST SUCH VOTE OR RETURN YOUR BENEFICIAL HOLDER BALLOT BY THE DEADLINE PROVIDED BY YOUR NOMINEE TO ALLOW SUFFICIENT TIME FOR YOUR VOTE TO BE INCLUDED ON A MASTER BALLOT AND FORWARDED TO THE SOLICITATION AGENT BY THE VOTING DEADLINE. IF YOU RECEIVED A "PRE-VALIDATED" BENEFICIAL HOLDER BALLOT FROM YOUR NOMINEE, YOU MAY SUBMIT SUCH PRE-VALIDATED BALLOT DIRECTLY TO THE SOLICITATION AGENT BY ONE, AND ONLY ONE, OF THE TWO SUBMISSION METHODS SET FORTH BELOW.**
4. If your Nominee chose to send you a pre-validated Beneficial Holder Ballot, your Nominee will have already completed item 5 below (including specifying the Nominee's DTC participant number) and executed this Beneficial Holder Ballot on your behalf, with your Beneficial Holder account number or name, the amount of Convertible Notes Claims held by the Beneficial Holder as of the Voting Record Date, and a medallion guarantee stamp (or list of authorized signers) confirming the amount of your Class 4 Convertible Notes Claim (General Unsecured Claim). If you received a pre-validated Beneficial Holder Ballot, please complete the remaining items on the Beneficial Holder Ballot and return the Beneficial Holder Ballot directly to the Solicitation Agent by no later than the Voting Deadline using only one of the submission methods set forth below.
5. If it is your Nominee's customary practice to collect your vote via voter information form, e-mail, telephone, or other means, including an online platform, in lieu of, or in addition

to, this Beneficial Holder Ballot, you may follow your Nominee's instructions regarding the submission of your vote.

6. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different or inconsistent Claims within a single Class under the Plan, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted.
7. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of Claims.
8. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.
9. If you cast more than one Beneficial Holder Ballot voting the same Claim(s) prior to the Voting Deadline, the latest received, properly executed valid Beneficial Holder Ballot submitted to your Nominee (or, in the case of a pre-validated Beneficial Holder Ballot, to the Solicitation Agent) will supersede any prior Beneficial Holder Ballot.
10. If (i) the RemainCo Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
11. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the RemainCo Debtors will not resolicit votes for acceptance or rejection of the Plan.
12. PLEASE RETURN YOUR BALLOT PROMPTLY.
13. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY GENERAL QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT BY (I) E-MAILING TPIINFO@RA.KROLL.COM (WITH "TPI SOLICITATION INQUIRY" IN THE SUBJECT LINE), (II) WRITING TO TPI COMPOSITES, INC. BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232, OR (III) VIA TELEPHONE AT (877) 280-2696 (U.S./CANADA, TOLL-FREE) OR +1 (646) 290-7082 (OUTSIDE OF THE U.S./CANADA, TOLL). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. SPECIFIC QUESTIONS ABOUT VOTING INSTRUCTIONS RECEIVED FROM YOUR NOMINEE MUST BE REFERRED TO YOUR NOMINEE.
14. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE RETURN YOUR BENEFICIAL HOLDER BALLOT PROMPTLY IN THE ENVELOPE PROVIDED OR AS OTHERWISE DIRECTED BY YOUR NOMINEE. PLEASE ALLOW SUFFICIENT TIME FOR YOUR BENEFICIAL HOLDER BALLOT TO BE INCLUDED ON A MASTER BALLOT COMPLETED BY YOUR NOMINEE. THE MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT ON OR BEFORE THE VOTING DEADLINE.

IF, AND ONLY IF, YOUR BENEFICIAL HOLDER BALLOT HAS BEEN PRE-VALIDATED BY YOUR NOMINEE, MAY YOU RETURN IT DIRECTLY TO THE SOLICITATION AGENT BY EITHER OF TWO SUBMISSION METHODS, AS FOLLOWS:

1. By regular mail, overnight courier, or hand delivery (or in the return envelope provided by your Nominee, if any) to:

TPI Composites, Inc. Ballot Processing Center
c/o Kroll Restructuring Administration LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

To arrange hand delivery of your pre-validated Beneficial Holder Ballot, please email TPIballots@ra.kroll.com (with “TPI Composites Beneficial Holder Ballot Delivery” in the subject line) at least 24 hours in advance of your arrival at the Kroll address above with the expected date and time of such delivery.

OR

2. As a PDF by electronic mail to: TPIBallots@ra.kroll.com (with “TPI Beneficial Holder Ballot Submission” in the subject line).

If you submit your pre-validated Beneficial Holder Ballot via electronic mail, DO NOT submit the paper original of your Ballot by regular mail, overnight courier, or hand delivery.

For the avoidance of doubt, if your Beneficial Holder Ballot has not been pre-validated by your Nominee, YOU MAY NOT SUBMIT your Beneficial Holder Ballot directly to the Solicitation Agent and YOU MUST vote through your Nominee via Beneficial Holder Ballot, or otherwise, according to the voting instructions provided to you by your Nominee.

If you have questions regarding completion of your Beneficial Holder Ballot, the voting instructions provided by your Nominee, or the procedures for voting, please contact your Nominee. If you require additional or replacement solicitation materials or have general questions about the solicitation process, please contact the Solicitation Agent using contact information provided above.

ALL BALLOTS MUST BE PROPERLY EXECUTED, COMPLETED, AND DELIVERED ACCORDING TO THE VOTING INSTRUCTIONS SO THAT THE BALLOTS ARE

ACTUALLY RECEIVED BY THE SOLICITATION AGENT NO LATER THAN THE VOTING DEADLINE.

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS JUNE 24, 2026, AT 4:00 P.M. (CENTRAL TIME).

Exhibit A

Your Nominee may have checked a box below to indicate the CUSIP to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot. If not, please check ONE (AND ONLY ONE) box below to indicate the CUSIP/ISIN to which this Beneficial Holder Ballot pertains. If you check more than one box, you risk having your vote submitted through this Beneficial Holder Ballot invalidated:

Class 4 Convertible Notes Claims (General Unsecured Claims)		
	Note Description	CUSIP / ISIN
☐	5.250% Convertible Notes due 2028	87266JAB0 / US87266JAB08
☐	5.250% Convertible Notes due 2028 (144A)	87266JAA2 / US87266JAA25

Schedule 3D

Form of Master Ballot for Class 4 Convertible Notes Claims (General Unsecured Claims)

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
TPI COMPOSITES, INC., <i>et al.</i> ,	§	Case No. 25-34655 (CML)
	§	
Debtors. ¹	§	(Jointly Administered)
	§	

**MASTER BALLOT FOR VOTING
TO ACCEPT OR REJECT JOINT CHAPTER 11 PLAN OF LIQUIDATION
OF TPI COMPOSITES, INC. AND CERTAIN OF ITS AFFILIATED DEBTORS**

CLASS 4: CONVERTIBLE NOTES CLAIMS (GENERAL UNSECURED CLAIMS)

IN ORDER FOR VOTES INCLUDED IN THIS MASTER BALLOT TO BE COUNTED TOWARD CONFIRMATION OF THE PLAN, THIS MASTER BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT ON OR BEFORE JUNE 24, 2026 AT 4:00 P.M. (CENTRAL TIME) (THE “VOTING DEADLINE”), UNLESS EXTENDED BY THE REMAINCO DEBTORS.

This master ballot (the “**Master Ballot**”) is being submitted to brokers, dealers, commercial banks, trust companies, or other agents or nominees (“**Nominees**”) of beneficial holders of certain Class 4 Convertible Notes (General Unsecured Claims) (a “**Beneficial Holder**”) against TPI Composites, Inc., TPI Texas, LLC, TPI International, LLC, TPI Turkey, LLC, TPI APAC, LLC, TPI APAC II, Inc., TPI Turkey II, LLC, TPI Turkey Izbas, LLC, TPI Composites Services, LLC, TPI Mexico, LLC, TPI Mexico II, LLC, TPI Mexico III, LLC, TPI Mexico IV, LLC, Ponto Alto Holdings, LLC, TPI Arizona, LLC, TPI Iowa, LLC, TPI Iowa II, LLC,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: TPI Texas, LLC (4000), TPI Composites, Inc. (0775), TPI International, LLC (9537), TPI Turkey, LLC (2552), TPI APAC, LLC (8038), TPI APAC II, Inc. (3515), TPI Turkey II, LLC (2551), TPI Turkey Izbas, LLC (0185), TPI Composites Services, LLC (4547), TPI Mexico, LLC (0745), TPI Mexico II, LLC (8269), TPI Mexico III, LLC (7315), TPI Mexico IV, LLC (1231), TPI Mexico V, LLC (5628), TPI Mexico VI, LLC (7260), Ponto Alto Holdings, LLC (0322), TPI Arizona, LLC (9641), TPI Iowa, LLC (2887), TPI Iowa II, LLC (4175), Composite Solutions, Inc. (1486), TPI Holdings Mexico, LLC (1936), and TPI Technology, Inc. (2727). The Debtors’ mailing address is 9200 E. Pima Center Parkway, Suite 250, Scottsdale, AZ 85258.

Composite Solutions, Inc., TPI Holdings Mexico, LLC, and TPI Technology, Inc. (the “**RemainCo Debtors**”), in connection with the solicitation of votes with respect to the *Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors*, filed on [●], 2026 (Docket No. [●]) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Plan**”).² The Plan is attached as Exhibit A to the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors*, filed on [●], 2026 (Docket No. [●]) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Disclosure Statement**”).

Please use this Master Ballot to cast your Beneficial Holder clients’ votes to accept or reject the Plan if they are, as of **May 18, 2026** (the “**Voting Record Date**”), a holder of any Class 4 Convertible Notes Claims (General Unsecured Claims) against any of the RemainCo Debtors.

Specifically, this Master Ballot is being submitted to Nominees of Beneficial Holders of Class 4 Convertible Notes Claims (General Unsecured Claims) as of the Voting Record Date. Nominees should use this Master Ballot to tabulate votes on behalf of their Beneficial Holder clients to accept or reject the Plan. **The CUSIPs and ISINs associated with Class 4 Convertible Notes Claims are set forth in Exhibit A hereto.**

The Disclosure Statement provides information to assist Beneficial Holders in deciding whether to accept or reject the Plan. If you do not have a copy of the Plan, Disclosure Statement, and Disclosure Statement Order, you may obtain a copy from Kroll Restructuring Administration LLC (“**Kroll**” or the “**Solicitation Agent**”) at no charge by accessing the Debtors’ restructuring website at <https://restructuring.ra.kroll.com/TPIComposites> or via the following QR Code:



If you have any questions on how to properly complete and submit this Master Ballot, please contact the Solicitation Agent by (i) e-mail at TPIinfo@ra.kroll.com (with “TPI Solicitation Inquiry” in the subject line), (ii) writing to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or (iii) telephone at (877) 280-2696 (U.S./Canada, Toll-Free) or +1 (646) 290-7082 (outside of the U.S./Canada, Toll). Please be advised that the Solicitation Agent cannot provide legal advice. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 4 General Unsecured Claim under the Plan.

² All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement.

Upon receipt of these materials, you should immediately forward to the Beneficial Holders the Disclosure Statement and the form of ballot for such holders (the “**Beneficial Holder Ballot**”) with a return envelope addressed to you, or as provided in the attached instructions. You may also transmit the Beneficial Holder Ballot and Disclosure Statement and collect votes from Beneficial Holders in accordance with your customary procedures to transmit materials to and solicit votes from your Beneficial Holder clients.

IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 4
As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed and the Plan Effective Date occurs, in accordance with the distribution mechanics described in <u>Article 4.4</u> of the Plan, and except to the extent that a holder of an Allowed General Unsecured Claim agrees to a less favorable treatment, each holder of an Allowed General Unsecured Claim shall receive, in final satisfaction, release and discharge of such Allowed General Unsecured Claims, on the Plan Effective Date, its Pro Rata Share, along with holders of beneficial interests in the GUC Trust granted in connection with TPI MX V & VI Plan, subject to the terms of the Unsecured Claims Settlement, of the GUC Trust Interests.
PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.

The Plan can be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) and thereby made binding on you if it is accepted by the holders of (i) at least two-thirds in amount of the allowed Claims voted in each Impaired Class, and (ii) if the Impaired Class is a Class of Claims, more than one-half in number of the allowed Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot to the Solicitation Agent by the Voting Deadline.

Your receipt of this Master Ballot does not indicate that your Beneficial Holder clients’ Claim(s) have been or will be Allowed. This Master Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, Class 4 Convertible Notes Claims (General Unsecured Claims). You must provide all of the information requested by this Master Ballot. Failure to do so may result in the disqualification of the Beneficial Holder vote(s) submitted herewith.

ARTICLE 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS.

Except as otherwise specifically provided in the Plan or the Confirmation Order, as of the Plan Effective Date, each Releasing Party is deemed to have, hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged each of the RemainCo Debtors, and each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known

or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative Claims or Causes of Action asserted or assertable on behalf of the Releasing Parties that such Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part: any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the RemainCo Debtors (including the governance, management, ownership, or operation thereof or otherwise) or their Estates, the Chapter 11 Cases (including the filing and administration thereof), the RemainCo Debtors' in- or out-of-court restructuring efforts, the GUC Trust, the WindDown Co, the ECP Purchase Agreement, intercompany transactions between or among the RemainCo Debtors or between the RemainCo Debtors and the Affiliated Debtors, the purchase, sale or rescission of any security of the RemainCo Debtors, the Senior Secured Term Loans, the DIP Facility, and any and all related agreements, instruments, or other documents, the formulation, preparation, dissemination, negotiation, entry into, or filing of the Disclosure Statement, the Plan (including the Plan Supplement), or any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, or the Plan (including the Plan Supplement), the DIP Facility, the filing of the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any post-Plan Effective Date obligations of any party or Person under the Plan, any transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (c) releasing any Causes of Action specifically retained by the RemainCo Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement, or (d) releasing any Intercompany Claims, which, for the avoidance of doubt, shall be treated in accordance with Article 4.4 of the Plan. Nothing contained in the Plan, nor the release of any claims pursuant to the Plan, is evidence of the merit, or lack of merit, of the Claims or Causes of Action released by the Plan.

Relevant Definitions Related to Release Provision:

“Related Parties” means with respect to a Person, that Person’s current and former Affiliates, and such Person’s and its current and former Affiliates’ directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns (whether by operation of law or otherwise), subsidiaries, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, managers, fiduciaries, trustees, employees, agents (including any disbursing agent), advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, representatives’ advisors, predecessors, successors, and assigns, each solely in their capacity as such (including any attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of a Person), and the respective heirs, executors, estates, servants and nominees of the foregoing.

“Released Parties” means, collectively, and in each case solely in their capacity as such (a) the RemainCo Debtors, (b) the Senior Secured Lenders, (c) the Prepetition Administrative Agent, (d) the DIP Agent, (e) the DIP Lenders, (f) the GUC Trust and GUC Trustee, (g) the WindDown Co and WindDown Agent, and (h) the Related Parties of each Person in clauses (a) through (g); *provided, however*, that each Person that timely and properly opts out of, or fails to opt into, as applicable, the releases set forth in Article 10.6(b) of the Plan shall not be a Released Party; *provided, further*, that Related Parties of each Person listed in clause (a) shall not include Affiliated Debtors or any other Person related to such Affiliated Debtors; and *provided, further*, that, other than with respect to the parties expressly identified as Released Parties, holders of Existing Equity Interests shall not be deemed Released Parties in such capacity.

“Releasing Parties” means collectively, and in each case solely in their capacity as such, (a) the RemainCo Debtors, (b) the Senior Secured Lenders, (c) the Prepetition Administrative Agent, (d) the DIP Agent, (e) the DIP Lenders, (f) each holder of a Claim in Class 1 or Class 2, that was given notice of the opportunity to opt out of granting the releases set forth in Section 10.6 of the Plan and does not affirmatively opt out of such releases, (g) each holder of a Claim in Class 4 that affirmatively opts in to the releases contained in Section 10.6 of the Plan by checking the applicable box on their Ballot, and (h) with respect to each of the foregoing Persons in clauses (a) through (g), such Persons’ (x) Related Parties, to the extent that such Person is legally entitled to bind such Related Party to the releases contained in Section 10.6 of the Plan under applicable law, (y) predecessors, successors, or assigns, and (z) all Persons entitled to assert Claims or Causes of Action through or on behalf of such Persons with respect to the matters for which such Persons are providing releases; *provided, however*, that in no circumstance shall any Affiliated Debtor or its estate be considered a Releasing Party.

**PLEASE READ THE ATTACHED VOTING INFORMATION
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE REVIEW AND COMPLETE ITEMS 1, 2, 3, 4 AND 5. IF THIS MASTER BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, VOTES OF THE BENEFICIAL HOLDERS MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Certification of Authority to Vote. The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- ☐ is a Nominee for the Beneficial Holders in the amounts of Class 4 Convertible Notes Claims (General Unsecured Claims) listed in Item 2 below and is the registered holder of such Class 4 Convertible Notes (General Unsecured Claims);
- ☐ is acting under a power of attorney and/or agency (a copy of which must be provided upon request) granted by a Nominee that is the registered holder of Class 4 Convertible Notes (General Unsecured Claims) in the amounts listed in Item 2 below; or
- ☐ has been granted a proxy (an original of which is annexed hereto) from a Nominee or a Beneficial Holder that is the registered holder of the amount of Class 4 Convertible Notes (General Unsecured Claims) listed in Item 2 below, and accordingly has full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders of the Class 4 Convertible Notes Claims (General Unsecured Claims) listed in Item 2 below.

Item 2. Vote on the Plan. The undersigned transmits the following votes of Beneficial Holders in respect of their Class 4 Convertible Notes Claims (General Unsecured Claims) and certifies that the following Beneficial Holders, as identified by their respective customer account numbers set forth below, are Beneficial Holders as of the Voting Record Date and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots casting such votes (or have otherwise voted according to the Nominee's instructions) and, if applicable, checking the box in Item 3 to opt into the third-party releases contained in the Plan.³

³ Indicate in the appropriate column the amount of the Class 4 Convertible Notes (General Unsecured Claims) voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note that each Beneficial Holder must vote all of such Beneficial Holder's Class 4 Convertible Notes Claims (General Unsecured Claims) to accept or to reject the Plan and may not split such vote. Any ballot executed by a Beneficial Holder that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and a rejection of the Plan, and has not been corrected by the Voting Deadline, shall not be counted.

Your Customer Account Number for Each Beneficial Holder of Class 4 Convertible Notes that Voted	Principal Amount of Class 4 Convertible Notes Claims Held by Your Customer	Item 2. Vote on Plan		Item 3. Opt In Release Election
		ACCEPT	REJECT	Place a check below if the Beneficial Holder checked the box in Item 3
1.		☐	☐	☐
2.		☐	☐	☐
3.		☐	☐	☐
4.		☐	☐	☐
5.		☐	☐	☐
6.		☐	☐	☐
7.		☐	☐	☐
8.		☐	☐	☐
9.		☐	☐	☐
10.		☐	☐	☐

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in the chart above.

Item 3. Certification as to Transcription of Information from Item 4 of the Beneficial Holder Ballots as to Class 4 Convertible Notes Claims (General Unsecured Claims) Voted Through Other Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, Beneficial Holders have provided in Item 4 of the Beneficial Holder Ballot, identifying any Class 4 Convertible Notes Claims (General Unsecured Claims) for which such Beneficial Holders have submitted other Ballots (other than to the undersigned):

Your Customer Account Number for Each Beneficial Holder that Completed Item 4 of the Beneficial Holder Ballot	TRANSCRIBE FROM ITEM 4 OF THE BENEFICIAL HOLDER BALLOTS:				
	Beneficial Holder's Account Number with Other Nominee	Name and DTC Participant Number of Other Nominee	Amount of Other Class 4 Convertible Notes Claims Voted	CUSIP of Other Class 4 Convertible Notes Claims Voted	Plan Vote of Other Convertible Notes Claims Voted (enter Accept or Reject)

Item 4. Certification. By signing this Master Ballot, the undersigned certifies that:

- (a) (i) the undersigned has reviewed a copy of the Disclosure Statement, Plan, Master Ballot, and Beneficial Holder Ballot, and has delivered the Disclosure Statement and Beneficial Holder Ballot to Beneficial Holders holding a Claim in Class 4 Convertible Notes (General Unsecured Claims) through the undersigned with a return envelope, (ii) the undersigned has received a completed and signed Beneficial Holder Ballot from each such Beneficial Holder as provided in this Master Ballot, (iii) the undersigned is the registered holder of the securities being voted or agent thereof, and (iv) the undersigned has been authorized by each such Beneficial Holder to vote on the Plan and to make applicable elections;
- (b) the undersigned has properly disclosed (i) the number of Beneficial Holders voting Class 4 Convertible Notes Claims (General Unsecured Claims) through the undersigned, (ii) the respective amounts of Claims in Class 4 Convertible Notes Claims (General Unsecured Claims) owned by each such Beneficial Holder, (iii) each such Beneficial Holder's respective vote concerning the Plan, and (iv) the customer account or other identification number for each such Beneficial Holder;
- (c) if the undersigned is a Beneficial Holder and uses this Master Ballot to vote the undersigned's Claim in Class 4 Convertible Notes (General Unsecured Claims), the

undersigned confirms and attests to each of the certifications in Items 4 and 5 of the Beneficial Holder Ballot;

- (d) each such Beneficial Holder has certified to the undersigned that such Beneficial Holder is a Beneficial Holder and is otherwise eligible to vote on the Plan; and
- (e) the undersigned will maintain Beneficial Holder Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Voting Deadline, and disclose all such information to the Bankruptcy Court or the RemainCo Debtors, as the case may be, if so ordered.

Item 5. Nominee Information and Signature.

Name of Nominee or Custodian

DTC Participant Number

Name of Proxy Holder or Agent for Nominee (if applicable)

Signature

Name of Signatory

Title

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

MASTER BALLOT INSTRUCTIONS

1. To have the votes of your Beneficial Holders count, you should already have delivered to each such holder a copy of the Disclosure Statement, along with a Beneficial Holder Ballot (which may be a pre-validated ballot, as described in ¶ 2 below), with a return envelope addressed to you (or the Solicitation Agent in the case of a pre-validated ballot), so such holder may (i) return their Beneficial Holder Ballot to you in sufficient time for you to complete and return the Master Ballot to the Solicitation Agent, so that the Solicitation Agent *actually receives* the Master Ballot before the Voting Deadline or (ii) in the case of a pre-validated ballot, return their Beneficial Holder Ballot to the Solicitation Agent before the Voting Deadline. Notwithstanding the foregoing, you may transmit the Disclosure Statement and Beneficial Holder Ballot to Beneficial Holders in accordance with your customary procedures to transmit materials to and collect votes from Beneficial Holders.
2. You may pre-validate the Beneficial Holder Ballots by (i) signing the Beneficial Holder Ballot and indicating on the Beneficial Holder Ballot the (a) name of the Nominee and DTC Participant Number and (b) affixing a medallion guarantee stamp (or annexing a list of authorized signers) to the Beneficial Holder Ballot, confirming the amount of Class 4 Convertible Notes Claims (General Unsecured Claims) held by the Nominee for each of its Beneficial Holder clients, as of the Voting Record Date and (ii) forwarding such Beneficial Holder Ballot, together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder will be instructed and required to complete the information requested in Item 2, Item 3, and Item 4 of the Beneficial Holder Ballot and return the pre-validated Beneficial Holder Ballot directly to the Solicitation Agent so that it is actually received on or before the Voting Deadline.
3. With regard to any Beneficial Holder Ballots returned to you, to have the vote of your Beneficial Holders count, you must (i) retain such Beneficial Holder Ballots in your files and transfer the requested information from each such Beneficial Holder Ballot onto the Master Ballot, (ii) execute the Master Ballot, and (iii) deliver the Master Ballot to the Voting Agent in accordance with these instructions so as to be actually received by the Solicitation Agent on or before the Voting Deadline.
4. Please keep all Beneficial Holder Ballots and any records of Beneficial Holder votes, including records of the Beneficial Holders to whom pre-validated Beneficial Holder Ballots were delivered, for at least one year after the Plan Effective Date (or such other date as is set by order of the Bankruptcy Court). You may be ordered to produce the Beneficial Holder Ballots and records to the RemainCo Debtors or the Bankruptcy Court.
5. For the avoidance of doubt, if it is your customary practice to transmit solicitation information to, and collect votes from your Beneficial Holder clients via voter information form, e-mail, telephone, or other means, including an online platform, you may employ those customary practices to transmit solicitation information to, and collect votes from, the Beneficial Holders in lieu of, or in addition to, a Beneficial Holder Ballot.

6. If you are both the Nominee and Beneficial Holder of, and you wish to vote your, Class 4 Convertible Notes Claim (s) (General Unsecured Claims), please return a Master Ballot for such Claims.
7. In the event that (i) the RemainCo Debtors revoke or withdraw the Plan or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Master Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
8. The Master Ballot may not be used for any purpose other than to vote to accept or reject the Plan.
9. The Master Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of Claims.
10. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any Ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned Ballot, (iv) any Ballot that does not contain an original signature (except with respect to Master Ballots and pre-validated Beneficial Holder Ballots emailed to the Solicitation Agent), and (v) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.
11. If the Master Ballot is received after the Voting Deadline, the votes contained therein will not be counted, unless otherwise determined by the RemainCo Debtors. The method of delivery of the Master Ballot to the Solicitation Agent is at your election and risk.
12. If a Beneficial Holder submits Ballots for multiple Convertible Notes Claims, whether held in other accounts or other record names, and such Ballots indicate *different or inconsistent* votes to accept or reject the Plan, then all such Ballots will not be counted.
13. If a Beneficial Holder submits more than one Beneficial Holder Ballot voting the same Claim prior to the Voting Deadline, the latest received, properly executed Beneficial Holder Ballot submitted to the Nominee (or to the Solicitation Agent, in the case of pre-validated Beneficial Holder Ballots) will supersede any prior Ballot.
14. To the extent that conflicting votes or “overvotes” are submitted by a Nominee, the Solicitation Agent, in good faith, will attempt to reconcile discrepancies with the Nominee. To the extent that any overvotes are not reconcilable prior to the preparation of the vote certification, the Solicitation Agent will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballots or pre-validated Beneficial Holder Ballots that contained the overvote, but only to the extent of the Nominee’s position in the applicable security.

15. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the RemainCo Debtors will not resolicit votes for acceptance or rejection of the Plan.
16. PLEASE RETURN YOUR BALLOT PROMPTLY.
17. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT BY (I) E-MAILING TPIINFO@RA.KROLL.COM (WITH “TPI SOLICITATION INQUIRY” IN THE SUBJECT LINE), (II) WRITING TO TPI COMPOSITES, INC. BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232, OR (III) VIA TELEPHONE AT (877) 280-2696 (U.S./CANADA, TOLL-FREE) OR +1 (646) 290-7082 (OUTSIDE OF THE U.S./CANADA, TOLL). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.
18. THE SOLICITATION AGENT IS NOT AUTHORIZED OR QUALIFIED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE SUBMIT YOUR BALLOT BY ONLY ONE OF THE FOLLOWING METHODS:

1. By electronic mail to TPIBallots@ra.kroll.com (with “TPI Composites Master Ballot Submission” in the subject line).

OR

2. Paper Copy Ballot Submission:

Kroll’s Address for Receipt of Paper Ballots
If by First Class Mail, Hand Delivery or Overnight Mail TPI Composites, Inc. Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 3rd Avenue, Suite 412 Brooklyn, NY 11232 To coordinate hand delivery of your Ballot, please notify the Solicitation Agent via e-mail at TPIballots@ra.kroll.com, with “TPI Composites Master Ballot Delivery” in the subject line, at least 24 hours in advance of arrival at the Kroll address above and provide the anticipated date and time of delivery.

ALL BALLOTS MUST BE PROPERLY EXECUTED, COMPLETED, AND DELIVERED ACCORDING TO THE VOTING INSTRUCTIONS SO THAT THE BALLOTS ARE ACTUALLY RECEIVED BY THE SOLICITATION AGENT NO LATER THAN THE VOTING DEADLINE.

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS JUNE 24, 2026, AT 4:00 P.M. (CENTRAL TIME).

If you need assistance in completing and submitting your Master Ballot, please contact Kroll by (i) e-mailing TPIinfo@ra.kroll.com (with “TPI Solicitation Inquiry” in the subject line), (ii) writing to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or (iii) telephoning the Solicitation Agent’s restructuring hotline at (877) 280-2696 (U.S./Canada, Toll-Free) or +1 (646) 290-7082 (outside of the U.S./Canada, Toll).

Exhibit A

Please check ONE (AND ONLY ONE) box below to indicate the CUSIP/ISIN to which this Master Ballot pertains. If you check more than one box, you risk having your Beneficial Holder clients' votes submitted through this Master Ballot invalidated.

Class 4 Convertible Notes Claims (General Unsecured Claims)		
	Note Description	CUSIP / ISIN
☐	5.250% Convertible Notes due 2028	87266JAB0 / US87266JAB08
☐	5.250% Convertible Notes due 2028 (144A)	87266JAA2 / US87266JAA25

Schedule 4

Form of Notice of Non-Voting Status for Classes 1 and 2

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
TPI COMPOSITES, INC., <i>et al.</i> ,	§	Case No. 25-34655 (CML)
Debtors. ¹	§	(Jointly Administered)
	§	
	§	

NOTICE OF NON-VOTING STATUS FOR CLASSES 1 AND 2

On August 11, 2025 (the “**Petition Date**”), TPI Composites, Inc. and certain of its subsidiaries, as debtors and debtors in possession in the above captioned cases (together, the “**Debtors**”), each commenced a case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”).

On [●], 2026, the Bankruptcy Court approved the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors*, filed on [●], 2026 (Docket No. [●]) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Disclosure Statement**”)² and granted related relief, and thereafter entered an order (Docket No. [●]) (the “**Disclosure Statement Order**”) with respect thereto. The Disclosure Statement Order, among other things, authorizes Debtors TPI Composites, Inc., TPI Texas, LLC, TPI International, LLC, TPI Turkey, LLC, TPI APAC, LLC, TPI APAC II, Inc., TPI Turkey II, LLC, TPI Turkey Izbas, LLC, TPI Composites Services, LLC, TPI Mexico, LLC, TPI Mexico II, LLC, TPI Mexico III, LLC, TPI Mexico IV, LLC, Ponto Alto Holdings, LLC, TPI Arizona, LLC, TPI Iowa, LLC, TPI Iowa II, LLC, Composite Solutions, Inc., TPI Holdings Mexico, LLC, and TPI Technology, Inc. (the “**RemainCo Debtors**”) to solicit votes to accept the *Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors*, filed on [●], 2026 (Docket No. [●]) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Plan**”). If you have any questions about the status of your Claim or if you wish to obtain paper copies of the Plan and Disclosure Statement, you may contact Kroll Restructuring Administration LLC (“**Kroll**” or the “**Solicitation Agent**”) by (i) e-mailing

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: TPI Texas, LLC (4000), TPI Composites, Inc. (0775), TPI International, LLC (9537), TPI Turkey, LLC (2552), TPI APAC, LLC (8038), TPI APAC II, Inc. (3515), TPI Turkey II, LLC (2551), TPI Turkey Izbas, LLC (0185), TPI Composites Services, LLC (4547), TPI Mexico, LLC (0745), TPI Mexico II, LLC (8269), TPI Mexico III, LLC (7315), TPI Mexico IV, LLC (1231), TPI Mexico V, LLC (5628), TPI Mexico VI, LLC (7260), Ponto Alto Holdings, LLC (0322), TPI Arizona, LLC (9641), TPI Iowa, LLC (2887), TPI Iowa II, LLC (4175), Composite Solutions, Inc. (1486), TPI Holdings Mexico, LLC (1936), and TPI Technology, Inc. (2727). The Debtors’ mailing address is 9200 E. Pima Center Parkway, Suite 250, Scottsdale, AZ 85258.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan or Disclosure Statement, as applicable.

TPIinfo@ra.kroll.com (with “TPI Solicitation Inquiry” in the subject line), (ii) writing to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or (iii) telephoning the Solicitation Agent’s restructuring hotline at (877) 280-2696 (U.S./Canada Toll-Free) or +1 (646) 290-7082 (outside of the U.S.). Copies of the Plan and Disclosure Statement can also be accessed free of charge online at <https://restructuring.ra.kroll.com/TPIComposites> or via the following QR Code:



Please be advised that Kroll cannot provide legal advice.

You are receiving this notice (this “Notice of Non-Voting Status”) because, according to the RemainCo Debtors’ books and records, you are a holder of:

- (i) **Class 1 (Other Priority Claims):** the Plan provides that such Claims are Unimpaired and, therefore, pursuant to section 1126(f) of the Bankruptcy Code, holders of such Claims are presumed to have accepted the Plan and not entitled to vote on the Plan.
- (ii) **Class 2 (Other Secured Claims):** the Plan provides that such Claims are Unimpaired and, therefore, pursuant to section 1126(f) of the Bankruptcy Code, holders of such Claims are presumed to have accepted the Plan and not entitled to vote on the Plan.

The deadline for filing objections to confirmation of the Plan is **June 24, 2026 at 4:00 p.m. (Central Time) (the “Plan Objection Deadline”)**. Any objections to the Plan must (i) be in writing, (ii) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any order of the Bankruptcy Court, (iii) set forth the name of the objecting party and the nature and amount of Claims held or asserted by the objecting party against the RemainCo Debtors’ estates or property, and (iv) provide the basis for the objection, and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection. Registered users of the Bankruptcy Court’s case filing system must electronically file their objections and responses on or before the Plan Objection Deadline. All other parties in interest must file their objections and responses in writing with the United States Bankruptcy Court Clerk’s Office, Nathan Ochsner, Clerk of Court, P.O. Box 61010, Houston, Texas 77208, on or before the Plan Objection Deadline.

Please review the attached optional Release Opt-Out Form for further information related to the third-party release provisions set forth in the Plan and your option to elect not to grant such releases.

If you have questions about this Notice of Non-Voting Status, please contact
Kroll Restructuring Administration LLC, as follows:

E-mail: TPIinfo@ra.kroll.com (with “TPI Solicitation Inquiry” in the subject line)

Mail: TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration
LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232

Telephone: (877) 280-2696 (U.S./Canada Toll-Free)
or +1 (646) 290-7082 (outside of the U.S./Canada, Toll)

Dated: [●], 2026
Houston, Texas

/s/

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Attorneys for Debtors

and Debtors in Possession

OPTIONAL: RELEASE OPT-OUT FORM

You are receiving this opt-out form (the “**Release Opt-Out Form**”) because you are or may be a holder of a Claim that is not entitled to vote to accept or reject the Plan. A holder of a Claim is deemed to grant the third-party releases set forth below unless such holder affirmatively opts out on or before the Voting Deadline. Debtors TPI Composites, Inc., TPI Texas, LLC, TPI International, LLC, TPI Turkey, LLC, TPI APAC, LLC, TPI APAC II, Inc., TPI Turkey II, LLC, TPI Turkey Izbas, LLC, TPI Composites Services, LLC, TPI Mexico, LLC, TPI Mexico II, LLC, TPI Mexico III, LLC, TPI Mexico IV, LLC, Ponto Alto Holdings, LLC, TPI Arizona, LLC, TPI Iowa, LLC, TPI Iowa II, LLC, Composite Solutions, Inc., TPI Holdings Mexico, LLC, and TPI Technology, Inc. (the “**RemainCo Debtors**”) may, in their discretion, extend the Voting Deadline without further order of the Court.

If you believe you are a holder of a Claim with respect to any of the RemainCo Debtors and wish to opt out of the third-party releases set forth in Article 10.6 of the Plan, you must complete, sign and date this Release Opt-Out Form and return it promptly via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to the Solicitation Agent at the address set forth below. Alternatively, you may submit your Release Opt-Out Form electronically, by the method set forth below.

To ensure that your Release Opt-Out Form is counted, clearly sign and return your Release Opt-Out Form in the enclosed pre-addressed, pre-paid envelope or via first class mail, overnight courier, or hand delivery to:

Kroll’s Address for Receipt of Opt-Out Forms
If by First Class Mail, Hand Delivery, or Overnight Mail TPI Composites, Inc. Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 3rd Avenue, Suite 412 Brooklyn, NY 11232 To coordinate hand delivery of your Release Opt-Out Form, please notify the Solicitation Agent via e-mail at TPIballots@ra.kroll.com, with “TPI Composites Ballot Delivery” in the subject line, at least 24 hours in advance of arrival at the Kroll address above and provide the anticipated date and time of delivery.

OR

Submit your Release Opt-Out Form by electronic, online submission as follows:

If by Electronic or Online Submission
Please visit https://restructuring.ra.kroll.com/TPIComposites. Click on the “Submit E-Ballot” section of the Debtors’ website and follow the directions to submit your Release Opt-Out Form. If you choose to submit your Release Opt-Out Form via Kroll’s E-Opt Out Portal, you should <u>not</u> also return a hard copy of your Release Opt-Out Form.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Release Opt-Out Form:

Unique E-Opt Out Form ID#: _____

The “E-Opt Out” Portal is the sole manner in which this Release Opt-Out Form will be accepted via electronic or online transmission. Release Opt-Out Forms submitted by facsimile or e-mail will not be counted.

To ensure timely delivery, Holders of Claims in the Non-Voting Classes are strongly encouraged to submit their Release Opt-Out Forms online, as set forth above.

THIS RELEASE OPT-OUT FORM MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE. IF THE RELEASE OPT-OUT FORM IS RECEIVED AFTER THE VOTING DEADLINE, IT WILL NOT BE COUNTED.

THE VOTING DEADLINE IS JUNE 24, 2026 AT 4:00 P.M. (CENTRAL TIME).

Item 1. Holder of Claim. The undersigned certifies that, as of **May 18, 2026**, the undersigned was the holder of Class 1 (Other Priority Claims) or Class 2 (Other Secured Claims) as indicated below:

☐ Class 1 (Other Priority Claims)

☐ Class 2 (Other Secured Claims)

Item 2. Releases. **Article 10.6** of the Plan contains the following release provision:

ARTICLE 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS.

Except as otherwise specifically provided in the Plan or the Confirmation Order, as of the Plan Effective Date, each Releasing Party is deemed to have, hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged each of the RemainCo Debtors, and each Released Party from any and all Claims, obligations, rights, suits, damages, and Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative Claims or Causes of Action asserted or assertable on behalf of the Releasing Parties that such Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part: any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the RemainCo Debtors (including the governance, management, ownership, or operation thereof or otherwise) or their Estates, the Chapter 11 Cases (including the filing and administration thereof), the RemainCo Debtors’ in- or out-of-court restructuring efforts, the GUC Trust,

the WindDown Co, the ECP Purchase Agreement, intercompany transactions between or among the RemainCo Debtors or between the RemainCo Debtors and the Affiliated Debtors, the purchase, sale or rescission of any security of the RemainCo Debtors, the Senior Secured Term Loans, the DIP Facility, and any and all related agreements, instruments, or other documents, the formulation, preparation, dissemination, negotiation, entry into, or filing of the Disclosure Statement, the Plan (including the Plan Supplement), or any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, or the Plan (including the Plan Supplement), the DIP Facility, the filing of the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any post-Plan Effective Date obligations of any party or Person under the Plan, any transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (c) releasing any Causes of Action specifically retained by the RemainCo Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement, or (d) releasing any Intercompany Claims, which, for the avoidance of doubt, shall be treated in accordance with Article 4.4 of the Plan. Nothing contained in the Plan, nor the release of any claims pursuant to the Plan, is evidence of the merit, or lack of merit, of the Claims or Causes of Action released by the Plan.

Relevant Definitions Related to Release Provision:

“Related Parties” means with respect to a Person, that Person’s current and former Affiliates, and such Person’s and its current and former Affiliates’ directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns (whether by operation of law or otherwise), subsidiaries, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, managers, fiduciaries, trustees, employees, agents (including any disbursing agent), advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, representatives’ advisors, predecessors, successors, and assigns, each solely in their capacity as such (including any attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of a Person), and the respective heirs, executors, estates, servants and nominees of the foregoing.

“Released Parties” means, collectively, and in each case solely in their capacity as such (a) the RemainCo Debtors, (b) the Senior Secured Lenders, (c) the Prepetition Administrative Agent, (d) the DIP Agent, (e) the DIP Lenders, (f) the GUC Trust and GUC Trustee, (g) the WindDown Co and WindDown Agent, and (h) the Related Parties of each Person in clauses (a) through (g); *provided, however*, that each Person that timely and properly opts out of, or fails to opt into, as applicable, the releases set forth in Article 10.6(b) of the Plan shall not be a Released Party; *provided, further*, that Related Parties of each Person listed in clause (a) shall not include Affiliated Debtors or any other Person related to such Affiliated Debtors; and *provided, further*, that, other than with respect to the parties expressly identified as Released Parties, holders of Existing Equity Interests shall not be deemed Released Parties in such capacity.

“Releasing Parties” means collectively, and in each case solely in their capacity as such, (a) the RemainCo Debtors, (b) the Senior Secured Lenders, (c) the Prepetition Administrative Agent, (d) the DIP Agent, (e) the DIP Lenders, (f) each holder of a Claim in Class 1 or Class 2, that was given notice of the opportunity to opt out of granting the releases set forth in Section 10.6 of the Plan and does not affirmatively opt out of such releases, (g) each holder of a Claim in Class 4 that affirmatively opts in to the releases contained in Section 10.6 of the Plan by checking the applicable box on their Ballot, and (h) with respect to each of the foregoing Persons in clauses (a) through (g), such Persons’ (x) Related Parties, to the extent that such Person is legally entitled to bind such Related Party to the releases contained in Section 10.6 of the Plan under applicable law, (y) predecessors, successors, or assigns, and (z) all Persons entitled to assert Claims or Causes of Action through or on behalf of such Persons with respect to the matters for which such Persons are providing releases; *provided, however*, that in no circumstance shall any Affiliated Debtor or its estate be considered a Releasing Party.

PURSUANT TO THE PLAN, IF YOU, AS A HOLDER OF CLAIMS WHO HAS BEEN GIVEN NOTICE OF THE OPPORTUNITY TO OPT OUT OF GRANTING THE RELEASES SET FORTH IN ARTICLE 10.6 OF THE PLAN BUT DO NOT OPT OUT, YOU ARE AUTOMATICALLY DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS IN ARTICLE 10.6 OF THE PLAN.

By checking the box below, the undersigned holder of the Claims identified in Item 1 above, having received notice of the opportunity to opt out of granting the releases contained in Article 10.6 of the Plan:

☐ **Elects to opt out of the releases contained in Article 10.6 of the Plan.**

Item 3. Certifications. By signing this Release Opt-Out Form, the undersigned certifies that:

(a) as of the Voting Record Date, either (i) the holder is the holder of the Claims set forth in Item 1 or (ii) the holder is an authorized signatory for an entity that is a holder of the Claims set forth in Item 1;

(b) the undersigned has received a copy of the Notice of Non-Voting Status and the Release Opt-Out Form and that the Release Opt-Out Form is made pursuant to the terms and conditions set forth therein;

(c) the undersigned has submitted the same election concerning the releases with respect to all Claims in a single Class set forth in Item 1; and

(d) that no other Release Opt-Out Form with respect to the amount(s) of Claims identified in Item 1 have been submitted or, if any other Release Opt-Out Forms have been submitted with respect to such Claims, then any such earlier Release Opt-Out Forms are hereby revoked.

Name of Holder: _____

Signature: _____

Name and Title of Signatory
(if different than Holder): _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

IF YOU WISH TO OPT OUT, PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OPT-OUT FORM AND RETURN IT TO THE SOLICITATION AGENT AS SET FORTH HEREIN.

THE VOTING DEADLINE IS JUNE 24, 2026 AT 4:00 P.M. (CENTRAL TIME).

Schedule 5

Form of Notice of Non-Voting Status for Class 6

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
	§	
TPI COMPOSITES, INC., <i>et al.</i> ,	§	Case No. 25-34655 (CML)
	§	
Debtors. ¹	§	(Jointly Administered)
	§	

NOTICE OF NON-VOTING STATUS FOR CLASS 6

On August 11, 2025 (the “**Petition Date**”), TPI Composites, Inc. and certain of its subsidiaries, as debtors and debtors in possession in the above captioned cases (together, the “**Debtors**”), each commenced a case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”).

On [●], 2026, the Bankruptcy Court approved the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors*, filed on [●], 2026 (Docket No. [●]) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Disclosure Statement**”)² and granted related relief, and thereafter entered an order (Docket No. [●]) (the “**Disclosure Statement Order**”) with respect thereto. The Disclosure Statement Order, among other things, authorizes Debtors TPI Composites, Inc., TPI Texas, LLC, TPI International, LLC, TPI Turkey, LLC, TPI APAC, LLC, TPI APAC II, Inc., TPI Turkey II, LLC, TPI Turkey Izbas, LLC, TPI Composites Services, LLC, TPI Mexico, LLC, TPI Mexico II, LLC, TPI Mexico III, LLC, TPI Mexico IV, LLC, Ponto Alto Holdings, LLC, TPI Arizona, LLC, TPI Iowa, LLC, TPI Iowa II, LLC, Composite Solutions, Inc., TPI Holdings Mexico, LLC, and TPI Technology, Inc. (the “**RemainCo Debtors**”) to solicit votes to accept the *Joint Chapter 11 Plan of Liquidation of TPI Composites, Inc. and Certain of Its Affiliated Debtors*, filed on [●], 2026 (Docket No. [●]) (including any exhibits and schedules thereto and as may be amended, supplemented, or otherwise modified from time to time, the “**Plan**”). If you have any questions about the status of your Claim or if you wish to obtain paper copies of the Plan and Disclosure Statement, you may contact Kroll Restructuring Administration LLC (“**Kroll**” or the “**Solicitation Agent**”) by (i) e-mailing

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: TPI Texas, LLC (4000), TPI Composites, Inc. (0775), TPI International, LLC (9537), TPI Turkey, LLC (2552), TPI APAC, LLC (8038), TPI APAC II, Inc. (3515), TPI Turkey II, LLC (2551), TPI Turkey Izbas, LLC (0185), TPI Composites Services, LLC (4547), TPI Mexico, LLC (0745), TPI Mexico II, LLC (8269), TPI Mexico III, LLC (7315), TPI Mexico IV, LLC (1231), TPI Mexico V, LLC (5628), TPI Mexico VI, LLC (7260), Ponto Alto Holdings, LLC (0322), TPI Arizona, LLC (9641), TPI Iowa, LLC (2887), TPI Iowa II, LLC (4175), Composite Solutions, Inc. (1486), TPI Holdings Mexico, LLC (1936), and TPI Technology, Inc. (2727). The Debtors’ mailing address is 9200 E. Pima Center Parkway, Suite 250, Scottsdale, AZ 85258.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan or Disclosure Statement, as applicable.

TPIinfo@ra.kroll.com (with “TPI Solicitation Inquiry” in the subject line), (ii) writing to TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or (iii) telephoning the Solicitation Agent’s restructuring hotline at (877) 280-2696 (U.S./Canada, Toll-Free) or +1 (646) 290-7082 (outside of the U.S./Canada, Toll). Copies of the Plan and Disclosure Statement can also be accessed free of charge online at <https://restructuring.ra.kroll.com/TPIComposites> or via the following QR Code:



Please be advised that Kroll cannot provide legal advice.

You are receiving this notice (this “Notice of Non-Voting Status”) because, according to the RemainCo Debtors’ books and records, you are a holder of:

(i) **Class 6 (Existing Equity Interests)**: the Plan provides that such Claims are Impaired and, therefore, pursuant to section 1126(g) of the Bankruptcy Code, holders of such Claims are deemed to have rejected the Plan and not entitled to vote on the Plan.

The deadline for filing objections to confirmation of the Plan is **June 24, 2026 at 4:00 p.m. (Central Time) (the “Plan Objection Deadline”)**. Any objections to the Plan must (i) be in writing, (ii) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any order of the Bankruptcy Court, (iii) set forth the name of the objecting party and the nature and amount of Claims held or asserted by the objecting party against the RemainCo Debtors’ estates or property, and (iv) provide the basis for the objection, and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection. Registered users of the Bankruptcy Court’s case filing system must electronically file their objections and responses on or before the Plan Objection Deadline. All other parties in interest must file their objections and responses in writing with the United States Bankruptcy Court Clerk’s Office, Nathan Ochsner, Clerk of Court, P.O. Box 61010, Houston, Texas 77208, on or before the Plan Objection Deadline.

If you have questions about this Notice of Non-Voting Status, please contact
Kroll Restructuring Administration LLC, as follows:

E-mail: TPIinfo@ra.kroll.com (with “TPI Solicitation Inquiry” in the subject line)
Mail: TPI Composites, Inc. Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232
Telephone: (877) 280-2696 (U.S./Canada, Toll-Free)
or +1 (646) 290-7082 (outside of the U.S./Canada, Toll)

Dated: [●], 2026
Houston, Texas

/s/

WEIL, GOTSHAL & MANGES LLP

Gabriel A. Morgan (24125891)

Clifford W. Carlson (24090024)

Emma Wheeler (24145695)

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-and-

WEIL, GOTSHAL & MANGES LLP

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Lauren Tauro (admitted *pro hac vice*)

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Attorneys for Debtors

and Debtors in Possession