

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

	)	
In re:	)	Chapter 11
	)	
POSIGEN, PBC, <i>et al.</i> , ¹	)	Case No. 25-90787 (CML)
	)	
Debtors.	)	(Jointly Administered)
	)	(Emergency Hearing Requested)

DEBTORS' EMERGENCY MOTION FOR INTERIM AND FINAL ORDERS
(I) APPROVING (A) THE BACKLEVERAGE SETTLEMENT, (B) THE TRANSITION
PROCEDURES, AND (C) THE CHANNEL PARTNER SETTLEMENT PROCEDURES,
(II) AUTHORIZING THE DEBTORS TO MARKET THE SALE TRANSACTION AND
APPROVING THE SALE NOTICE, (III) (A) AUTHORIZING THE DEBTORS TO
OBTAIN SENIOR SECURED PRIMING SUPERPRIORITY POSTPETITION
FINANCING AND USE CASH COLLATERAL AND (B) GRANTING
ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES,
(IV) MODIFYING THE AUTOMATIC STAY, (V) SCHEDULING A FINAL HEARING,
AND (VI) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than December 30, 2025.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) state as follows in support of this motion (this “**Motion**”):²

PRELIMINARY STATEMENT

1. This Motion is the Debtors' best effort to set these chapter 11 cases on a path to maximize value for stakeholders. The Debtors have limited funds, several parties in interest

¹ The last four digits of PosiGen, PBC's tax identification number are 9706. A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://cases.ra.kroll.com/PosiGen>. The Debtors' service address in these chapter 11 cases is 1000 Elmwood Park Boulevard, Suite A, Harahan, LA 70123.

² Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Settlement Term Sheet, the DIP Term Sheet, the DIP Credit Agreement, the First Day Declaration, or the Informational Brief, each as defined below, as applicable.

dispute the Debtors' ownership of those funds, and those disputes jeopardize the orderly transition of Solar Systems to relevant stakeholders and recoveries for unsecured creditors. The Debtors have reached an agreement in principle with their largest stakeholders, including Brookfield, seven tax equity partnerships, and the Committee that will chart a path forward and potential exit from chapter 11. The Debtors seek interim approval of the settlement to obtain financing necessary to prosecute these chapter 11 cases and commence the transition and sale of substantially all of the assets of their businesses, with the ultimate goal of emerging from chapter 11 by the end of January. Time is of the essence. If the Debtors cannot act quickly, any potential restructuring opportunity may be lost.

2. The transactions set forth in this Motion include (1) a settlement of disputes with respect to the Debtors' ownership and use of cash and the ownership of certain Solar Systems, (2) an up to \$41 million debtor-in-possession financing facility to fund these chapter 11 cases and implementation of the settlement transactions, (3) detailed steps and requirements governing the transition of the Debtors' servicing, operations, maintenance, fund administration, and customer care functions for the majority of the Debtors' customers to a third party, (4) the sale of substantially all of the Debtors' assets to the DIP Lenders through a proposed credit bid of the entire amount of the DIP Loans, (5) procedures for certain non-Debtor entities to negotiate and enter into settlement agreements with the Debtors' Channel Partners who are responsible for completing "work-in-progress" Solar Systems, and (6) funding for a plan trust to provide treatment of unsecured claims under a forthcoming amended chapter 11 plan.

3. The proposed transactions are necessary to any success in chapter 11. They are still imperfect. The Debtors need more liquidity to fund these chapter 11 cases, which may include settlements with additional members of tax equity partnerships that are not yet party to the

proposed settlement, as well as other stakeholders that contest the Debtors' ability to remain in possession of their estates. The Debtors are in regular communication with the members of their tax equity partnerships and intend to continue to negotiate a comprehensive settlement. To the extent further settlements are reached, the Debtors will disclose the terms to the Court and all parties prior to the hearing to consider this Motion on an interim basis.

4. The funding gap is a result (at least in part) of the different views of the various tax equity partnerships. Prior to the Petition Date, non-Debtor PosiGen Backleverage, LLC and Brookfield funded the Debtors on a week-to-week basis to facilitate the transition of the Debtors' servicing, operations, and maintenance business to their designated third-party servicer, Omnidian, Inc. The transition requires an incredible amount of work. The Debtors need to, among other things, reconcile data and systems, ensure that data is safely and seamlessly handed over to the new provider, and facilitate the transfer of billing and collection services. The Debtors spent months and incurred substantial costs (all of which was financed by Backleverage and Brookfield) to transition Backleverage systems prior to filing. Substantial work and related cost remains.

5. On November 1, 2025, the Class A Members of three Project Companies under the Backleverage silo—the Decatur Project Companies and the Bienville Project Company—elected to part ways with Backleverage and the Debtors by removing affiliates of the Debtors and Backleverage as such Project Companies' managing members. The managing member position remained vacant until after the Petition Date when, on December 3, 2025, the Class A Members appointed Sunstrong as the managing member of each of the Decatur and Bienville Project Companies. Since that time, the Debtors have had regular discussions with Sunstrong and the Class A Members of the Decatur Project Companies regarding a potential transition of information

and servicing with respect to the Solar Systems owned by those partnerships as part of these chapter 11 cases.

6. The split between the Brookfield-led group and the Sunstrong-led group has made a global resolution difficult because neither group is willing to fund a transition for the benefit of the other, and the cost of transitioning to two separate replacement servicers is expected to be substantially greater than the cost of transitioning to a single replacement servicer. Specifically, the Debtors' agreement with the Brookfield-led group prohibits the Debtors from using the proposed financing provided by the Brookfield-led group to provide transition services to non-participating Project Companies.

7. Thus far the Sunstrong-led group has been unwilling to participate in the Brookfield-led transition, but has been discussing potential alternative solutions with the Debtors. The Debtors are hopeful that they will be able to reach a resolution with the Sunstrong-led group in the near term, but the Debtors cannot delay the Backleverage Settlement to reach a more perfect solution.

8. The alternative is litigation. Several parties have objected to the Debtors' use of cash. The Debtors can demonstrate that the cash in the KeyBank Lease Revenue Account is their unencumbered property as a matter of law, but that may be a pyrrhic victory as the Debtors may not have enough liquidity to run these cases even if they prevail in certain scenarios. As the Court has recognized, estate resources are better used to support the transition and recoveries for creditors through a consensual deal. But, to the extent the Debtors are not able to reach agreement with certain parties, they are prepared to litigate with those parties.

9. The Backleverage Settlement and other transactions set forth in this Motion represent the best option available at this time. The Debtors will continue to work with their

creditors to build further consensus and advance these cases toward the highest and best transaction possible.

RELIEF REQUESTED

10. The Debtors seek entry of an interim order, substantially in the form attached hereto (the “**Interim Settlement Order**”), and a Final Settlement Order (as defined below and, together with the Interim Settlement Order, the “**Settlement Orders**”), granting the following relief:

- a. authorizing the Debtors, the Participating ProjectCos (as defined below), Brookfield Asset Management (“**Brookfield**”), G-I (along with any other DIP Lender (as defined below)), and the Committee to enter into a settlement (the “**Buckleverage Settlement**”), on the terms set forth in the Settlement Term Sheet attached to the Interim Settlement Order as **Exhibit C** (the “**Settlement Term Sheet**”) resolving, among other things, the claims and causes of action asserted in *Rooftop Solar I, LLC v. PosiGen, PBC* (Adv. Pro. 25-03845) (the “**Adversary Proceeding**”) and related ongoing disputes between the Debtors and the DIP Lenders;
- b. approving procedures that provide for: (i) the transition of the Debtors’ servicing operations to Omnidian, Inc. (“**Omnidian**”) and any other servicers designated by Buckleverage and (ii) any other actions necessary or reasonably desirable to facilitate the independent operation of the Participating ProjectCos (as defined below), in each case as more fully described in this Motion (such procedures, the “**Transition Procedures**” and such transition, the “**Transition**”);
- c. authorizing the Debtors to (i) upon entry of the Interim Settlement Order, take all actions delineated as “Interim Actions” on the Transition Schedule attached to the Interim Settlement Order as **Exhibit B** (the “**Transition Schedule**”) and (ii) upon entry of the Final Transaction Approval Orders (as defined below), take all actions delineated as “Final Actions” on the Transition Schedule;
- d. approving procedures (the “**Channel Partner Settlement Procedures**”) for the execution of (1) settlement agreements (each, a “**Non-Debtor Project Settlement Agreement**”) regarding the completion of Projects owned by a Participating ProjectCo (each such Project, a “**Non-Debtor Project**” and such Participating ProjectCo in its capacity as the owner of such Projects, a “**Non-Debtor Project Owner**”), executed among the Debtors, the Non-Debtor Project Owner, and the Channel Partner with an existing agreement with the Debtors regarding the completion of such Projects (such agreements, the “**Channel Partner Agreements**”); and (2) settlement agreements (each, a “**Debtor Project Settlement**”

Agreement” and, together with the Non-Debtor Project Settlement Agreements, the “**Channel Partner Settlement Agreements**”) regarding the completion of Projects owned by a Debtor (each such Project, a “**Debtor Project**” and such Debtor in its capacity as the owner of such Projects, a “**Debtor Project Owner**”), executed among the Debtor Project Owner and the Channel Partner with an existing Channel Partner Agreement regarding the completion of such Projects (as applicable);

- e. authorizing the Debtors to market a transaction (the “**Sale Transaction**”) to sell all of the Debtors’ assets, including all of the Debtors’ inventory, work-in-progress Projects, and Causes of Action but excluding the Excluded Assets (each as defined below) and the Debtors’ cash on hand as of the date of consummation of the Sale Transaction;
- f. approving the form of notice of the Sale Transaction attached to the Interim Settlement Order as **Exhibit A** (the “**Sale Notice**”);
- g. scheduling a final hearing (the “**Final Hearing**”) to consider entry of an order authorizing the foregoing relief on a final basis (the “**Final Settlement Order**”) on January 16, 2025, or as soon thereafter as the Court’s calendar allows, and approving the form of notice with respect to such Final Hearing and the transactions contemplated by this Motion; and
- h. granting related relief

11. The Debtors also seek entry of an interim order, substantially in the form attached hereto (the “**Interim DIP Order**” and, together with the Interim Settlement Order, the “**Interim Transaction Approval Orders**”) and a Final DIP Order (as defined below and, together with the Interim DIP Order, the “**DIP Orders**”), granting the following relief:

- a. authorizing the Debtors to obtain postpetition financing pursuant to an up to \$41 million multi-draw debtor-in-possession financing facility (the “**DIP Facility**” and the loans thereunder, the “**DIP Loans**”) from the Participating ProjectCos, Brookfield, and G-I (collectively, the “**DIP Lenders**”) pursuant to the terms and conditions of a credit agreement documenting the DIP Facility (the “**DIP Credit Agreement**”³ and, together with the related security and ancillary documents, the “**DIP Loan Documents**” and all obligations arising thereunder, the “**DIP Obligations**”), which shall be substantially consistent with the term sheet attached to the Interim DIP Order as **Exhibit A** (the “**DIP Term Sheet**”) and include:

³ The DIP Credit Agreement shall be filed prior to the Interim Hearing.

- i. upon entry of the Interim Transaction Approval Orders and subject to the terms and conditions set forth in the Interim DIP Order, the DIP Term Sheet, and the DIP Credit Agreement, DIP Loans consisting of (1) all cash, revenues, receipts, proceeds, payments, receivables, or other amounts arising from such Participating ProjectCo's Projects (the "**Project Proceeds**") (inclusive of any Project Proceeds spent postpetition by the Debtors prior to entry of the Interim DIP Order) held or received by the Debtors at any time from the Petition Date to the earlier of (a) the Transition Effective Date (as defined below) and (b) the occurrence of any Event of Default and acceleration of the DIP Facility by the DIP Lenders up to the Project Proceeds Loan Cap (as defined in the Settlement Term Sheet) (the "**Project Proceeds DIP Loans**") and (2) a roll up of \$8,000,000 of Brookfield's Secured Bridge Note; and
 - ii. following entry of the Final DIP Order and contemporaneous with the Transition Effective Date and the consummation of the Sale Transaction, and subject to the terms and conditions set forth in the Final DIP Order and the DIP Loan Documents, new-money DIP Loans (the "**New-Money DIP Loans**") in an aggregate amount equal to \$14,480,000, of which \$2,000,000 shall be reserved for distributions to unsecured creditors or transferred to the Plan Trust (the "**Plan Trust Cash Contribution**").
- b. Granting (i) senior, superpriority liens on all of the Debtors' assets (the "**DIP Collateral**") except the Excluded Assets and (ii) junior liens on the Excluded Assets to secure the DIP Obligations and to afford the DIP Obligations with superpriority administrative status, subject to the terms set forth in the DIP Loan Documents and the DIP Orders;
- c. authorizing the Debtors to use the proceeds of the DIP Facility, subject to the terms and conditions set forth in the DIP Orders and the DIP Credit Agreement, including the Approved Budget;
- d. authorizing and directing the Debtors to enter into, execute, and perform under the DIP Loan Documents and take and perform all other acts and steps as may be required or contemplated by or in connection with the DIP Loan Documents and DIP Orders;
- e. approving the application of the proceeds of the DIP Collateral in the manner and on the terms set forth in the DIP Orders;
- f. authorizing and directing the Debtors to pay the DIP Fees;
- g. authorizing the Debtors to use the Prepetition Secured Note Collateral, including the Cash Collateral of the Prepetition Secured Note Parties under the Prepetition Secured Note Documents, and providing adequate

protection to the Prepetition Secured Note Secured Parties for any Diminution in Value;

- h. subject to and effective upon (i) entry of the Final DIP Order, with respect to the Prepetition Collateral and (ii) entry of the Interim DIP Order, with respect to the DIP Collateral, authorizing the Debtors to waive (x) any right to surcharge any collateral pursuant to sections 105(a) and 506(c) of the Bankruptcy Code or otherwise, (y) the equitable doctrine of marshaling and other similar doctrines, and (z) the “equities of the case” exception under section 552(b) of the Bankruptcy Code;
- i. modifying or vacating the automatic stay imposed by section 362 of the Bankruptcy Code, to the extent necessary or required to implement and effectuate the terms and provisions of the DIP Orders, and waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of the DIP Orders, and providing for the immediate effectiveness of the DIP Orders;
- j. approving, subject to paragraph 17 of the Interim DIP Order, certain stipulations, waivers, and releases by the Debtors with respect to, *inter alia*, the DIP Lenders;
- k. scheduling the Final Hearing on January 16, 2025, or as soon thereafter as the Court’s calendar allows, as the hearing to consider entry of an order authorizing the foregoing relief on a final basis (the “**Final DIP Order**” and, together with the Interim Transaction Approval Order, the “**Final Transaction Approval Orders**”) and approving the form of notice with respect to such Final Hearing and the transactions contemplated by this Motion; and
- l. granting related relief.

12. In support of this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Robert Del Genio in Support of Chapter 11 Petitions and Requests for First Day Relief* [Docket No. 12] (the “**First Day Declaration**”) and the Informational Brief (as defined below).

JURISDICTION AND VENUE

13. The United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is

a core proceeding under 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

14. The predicates for the relief requested herein are sections 105(a), 361, 362, 363, 364, 365, 503, 506, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), rules 2002, 4001, 6004, 9014, and 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), rules 1075-1, 2002-1, 4001-1, 4002-1, and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “**Bankruptcy Local Rules**”), and the *Procedures for Complex Cases in the Southern District of Texas* (the “**Complex Case Procedures**”).

BACKGROUND

15. On November 24, 2025 (the “**Petition Date**”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Court. On December 5, 2025, the United States Trustee for the Southern District of Texas (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (the “**Committee**”). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These chapter 11 cases are being jointly administered pursuant to Bankruptcy Rule 1015(b). On December 15, 2025, Connecticut Green Bank filed a motion requesting the appointment of a chapter 11 trustee and on December 22, 2025, List Government Receivables Fund, LLC filed a motion requesting the appointment of a chapter 11 trustee, each of which remains pending.

16. The evidentiary basis for the relief requested in this Motion is set forth in the First Day Declaration and will be presented in supplemental declarations or by live testimony at the hearings to consider the Motion. Additional factual background and information regarding the Debtors, including their business operations, their corporate and capital structures, and the events

leading to the commencement of these chapter 11 cases, is set forth in detail in the *Debtors' Informational Brief* [Docket No. 11] (the “**Informational Brief**”).

I. The Backleverage Settlement

17. Following the Petition Date, the Debtors engaged with certain of their key stakeholders to negotiate the terms of a comprehensive solution that would allow the Debtors to emerge from chapter 11 on an expedited basis, but the Debtors and certain of such stakeholders disagreed on the Debtors' property interests in certain cash held at the KeyBank Lease Revenue Collection Account, the SREC Account, and the Operating Account.

18. On December 8, 2025, non-Debtor PosiGen Backleverage, LLC (“**Backleverage**”) and certain of its non-Debtor subsidiaries, including the Participating ProjectCos, filed a Complaint in the Adversary Proceeding alleging, among other things, that the Debtors misappropriated the Project Proceeds in the KeyBank Lease Revenue Collection Account and that the Project Proceeds were in fact property of Backleverage and the Participating ProjectCos. *See Rooftop Solar I, LLC et al. v. PosiGen, PBC et al.* (Adv. Pro. 25-03845).

19. On December 12, 2025, Brookfield filed an objection to the Debtors' Cash Management Motion and KEIP and joinder to the Backleverage Objection (as defined below) (the “**Brookfield Objection and Joinder**”). [Docket No. 180]. The Brookfield Objection and Joinder asserts, among other things, that (a) the Participating ProjectCos' Project Proceeds are the property of the Participating ProjectCos, (b) the Debtors failed to abide by the transactional and organizational documents that required the Participating ProjectCos' Project Proceeds to be held in separate accounts, and (c) the Debtors had originally represented that such Project Proceeds were unavailable to the Debtors and belonged to the Participating Project Cos to obtain liquidity prepetition.

20. On December 12, 2025, Backleverage and certain of its non-Debtor subsidiaries, including the Participating ProjectCos filed an objection to the Debtors' Cash Management Motion (the "**Backleverage Objection**"). The Backleverage Objection asserts, among other things, that the Debtors have no equitable interest in the disputed funds and those funds are not property of the estate. [Docket No. 181]. These objectors filed a joinder to the Brookfield Objection and Joinder (the "**Backleverage Joinder**"), as well. [Docket No. 182].

21. The Debtors and their advisors have continued to engage with Brookfield, the Participating ProjectCos, and G-I (together with the Committee, the "**Settlement Parties**") regarding the Backleverage Settlement, the Transition, the Channel Partner Settlements, the Sale Transaction, and the DIP Facility. The terms set forth in this Motion, the Interim Transaction Approval Orders, the Settlement Term Sheet, and the Transition Schedule reflect the material agreed terms of the aforementioned transactions. The Debtors believe that the Backleverage Settlement and the transactions contemplated thereby (including the Transition, the Channel Partner Settlements, the Sale Transaction, and the DIP Facility) will resolve the disputes among the Settlement Parties, provide postpetition financing for the Debtors, establish baseline terms for the Sale Transaction (including the requirement that the DIP Lenders make the DIP Credit Bid), establish the Transition Procedures and the Channel Partner Settlement Procedures, and ultimately maximize the value of the estates for all of the Debtors' creditors.

22. Importantly, the Backleverage Settlement and the Interim DIP Facility resolve the disputes with respect to the Debtors' use of certain of the cash in its bank accounts with respect to which the Settlement Parties dispute the Debtors' ownership, as raised in connection with the Debtors' Cash Management Motion.

23. The terms of the Backleverage Settlement are set forth in the Settlement Term Sheet and include the following key terms:⁴

- a. Subject to Bankruptcy Court approval, the Debtors will implement the Backleverage Settlement, the Transition, the Sale Transaction, and the Channel Partner Settlements;
- b. The Debtors acknowledge and agree that each Participating ProjectCo owns the (a) Solar Systems set forth in its name on a schedule (the “**Backleverage Project Schedule**”)⁵ and all related customer leases and power purchase agreements, batteries, RECs, incentives, and similar environmental allowances and credits, and rights, and all investment tax credits or proceeds thereof associated therewith (together with the related Solar System, each, a “**Project**”) and (b) all Project Proceeds related to the Projects owned by each respective Participating ProjectCo, wherever located, regardless of whether such Project Proceeds have been or will in the future be deposited into the KeyBank Lease Revenue Collection Account or otherwise received by the Debtors;
- c. Upon entry of the Interim Transaction Orders, the Debtors will (a) consent to any sale, disposition, conveyance or other transfer of, or foreclosure upon, any equity or assets of PosiGen Backleverage LLC (“**Backleverage**”) or its subsidiaries (including the Participating ProjectCos) (collectively, the “**Backleverage Entities**”) to or by, or otherwise with the consent of, Brookfield, and any agreements related or ancillary to any of the foregoing, including as may be necessary to facilitate any agreements between any holder of Class A interests and Brookfield regarding any assets of the Backleverage Entities (each a “**Non-Debtor Enforcement Action**”), (b) be deemed to withdraw with prejudice any objection they previously made to any such Non-Debtor Enforcement Action, and any such prior objection shall be deemed *void ab initio* and (c) stipulate that the automatic stay does not apply to any such Non-Debtor Enforcement Action.
- d. Each Participating ProjectCo stipulates and agrees to: (i) upon entry of the Interim Transaction Approval Orders, (a) provide the Project Proceeds DIP Loans on the terms set forth in the DIP Loan Documents and the Interim DIP Order, (b) adjourn the Adversary Proceeding and withdraw the Backleverage Objection, to the extent it objects to the Debtors’ Cash Management Motion, and the Backleverage Joinder, and (c) credit bid the entire amount of its DIP Claim in the Sale Transaction (the “**DIP Credit Bid**”), along with Brookfield; (ii) after the latest to occur of (A) the Final Transaction Approval Order becoming a Final Order, (B) consummation of

⁴ The following summary is provided for convenience purposes only. To the extent any of the terms described below are inconsistent with the Settlement Term Sheet, the Settlement Term Sheet shall control in all respects.

⁵ The Debtors will file the Backleverage Project Schedule prior to the Interim Hearing.

the Transition, and (C) consummation of the Sale Transaction (including the repayment of the DIP Facility in full in cash if the Sale Transaction is consummated with a purchaser other than the DIP Lenders), dismiss the Complaint with prejudice; and (iii) negotiate in good faith with the Debtors regarding amendments to the Debtors' proposed Key Employee Incentive Plan;

- e. Each Participating ProjectCo consents to O&M servicing and corporate services being transitioned to Omnidian and Brookfield, respectively, and payment of Omnidian's and Brookfield's respective servicing fees upon the Transition Effective Date;
- f. Brookfield and G-I agree to: (i) with respect to Brookfield, upon entry of the Interim Transaction Approval Orders, (A) participate in the DIP Credit Bid with the Participating ProjectCos and (B) withdraw the Brookfield Objection and Joinder, to the extent it objects to the Debtors' Cash Management Motion; and (ii) with respect to Brookfield and G-I, following entry of the Final Transaction Approval Orders and contemporaneously with consummation of the Sale Transaction, (A) provide its allocation of the New-Money DIP Loans on the terms set forth in the DIP Loan Documents and the Final Transaction Approval Orders and (B) negotiate in good faith with the Debtors regarding amendments to the Debtors' proposed Key Employee Incentive Plan; and
- g. The Committee agrees to: (i) not object to or otherwise challenge the Participating ProjectCos' ownership of their respective Projects and Project Proceeds, as set forth in the Backleverage Project Schedule, the DIP Facility, the DIP Credit Bid, the Transaction Approval Motion, or any other relief sought thereby, including the releases contemplated by the DIP Credit Bid; (ii) upon entry of the Interim Transaction Approval Orders, withdraw the objection filed at Docket No. 218 to the extent it objects to the Debtors' Cash management Motion; and (iii) negotiate in good faith with the Debtors regarding amendments to the Debtors' proposed Key Employee Incentive Plan.

24. One element of the Backleverage Settlement is a resolution of the ownership of Solar Systems owned by and associated with the Debtors. Prior to the Petition Date, in the ordinary course of the Debtors' business, the Debtors would move Projects between their Debtor and non-Debtor Project-owning entities for a number of reasons, including to maximize the value received on account of such Project. Those transfers were primarily accomplished through a process referred to as "tranching." As part of the tranching process, the Debtors or the applicable non-

Debtor entity would cancel Projects (and refund or net amounts advanced with respect to such Project, as appropriate) and subsequently sell the cancelled Project, typically by executing a subsequent bill of sale. The Projects would then be recorded as owned by the entity that was the counterparty to the subsequent bill of sale and amounts would be advanced with respect such Project by the members of the relevant entity (including from, in certain instances, the Backleverage Facility).

25. Based on the Debtors' investigation to date, in several instances the Debtors did not cancel a Project prior to executing a subsequent bill of sale. Accordingly, that Project was recorded in the Debtors and applicable Project Companies' books and records as being owned by two or (in certain instances) three entities. The Debtors currently believe that approximately 7,200 Projects were at one point recorded as having been sold by Debtor PosiGen Developer, LLC ("**Developer**") to more than one entity, without any cancellation of the sale of such Projects to the first transferee prior to the purported sale to a subsequent transferee. The Debtors will file a schedule of all of the Projects associated with the Debtors and the Debtors' position as to the owners of such Projects. To the extent a Project was recorded as having been sold to multiple entities, the Debtors have identified the party who owns the applicable Project as the entity who purchased it under the first executed bill of sale. If such Project was properly cancelled by Developer prior to purportedly selling and transferring such Project to a different entity, such subsequent transferee is reflected as the owner. By this Motion, the Debtors stipulate to the ownership of the Projects set forth on the Backleverage Project Schedule. Other entities that purport to own Projects that are listed on the schedule as owned by other entities may have claims against the Debtors, including Developer, or the applicable non-Debtor entities. To the extent that any entity objects to the methodology used

to determine ownership of the Projects, such entity must file an objection by the objection deadline with respect to this Motion.

II. The Transition Procedures

26. A central feature of the proposed Backleverage Settlement is the Debtors' transition of their servicing operations (subject to approval of the Bankruptcy Court) to Omnidian and any other servicers designated by Backleverage (provided that Omnidian will provide O&M servicing), and taking any other actions necessary or reasonably desirable to facilitate the independent operation of the Participating ProjectCos, in each case accordance with the Transition Procedures. The proposed Transition Procedures provide for, among other things:

- a. At the election of the applicable Participating ProjectCo with Brookfield's and G-I's consent, such Participating ProjectCo's existing service agreements with Provider shall be either (a) rejected and the new servicers shall execute new service agreements with such Participating ProjectCo or (b) amended, assumed, and assigned to the new servicers (the "**Servicing Transition**");
- b. Procedures for the Debtors or the Plan Administrator, as applicable, to: (a) provide Omnidian, the Participating ProjectCos, G-I, and Backleverage with copies of the Participating ProjectCos' books and records (the "**Books and Records Access**") and access to any other information reasonably required by the Participating ProjectCos to assist with the Transition (the "**Information Access**"), including negotiating and executing a letter directing Sage Intacct to duplicate the Debtors' Sage Intacct instance, provide access to such duplicated instance to Omnidian and the Participating ProjectCos (the "**Sage Intacct Access**"), and provide and maintain accounting support and current practices in Sage Intacct (including all journal entries); (b) provide the Participating ProjectCos or their designees with any required trademark licenses consistent with the terms of an IP license agreement in form and substance reasonably acceptable to the Debtors, Participating ProjectCos, G-I and Brookfield (the "**IP License**"); (c) provide all reasonably requested information to assess and complete required FERC filings (including Form 556) and (d) enter into an appropriate transition services agreement or arrangement (the "**Transition Services Agreement**"), in form and substance acceptable to the Debtors or the Plan Administrator, as applicable, the Participating ProjectCos, Omnidian, and Brookfield (collectively, the "**Transition Services Recipients**"), providing for the Debtors to (i) provide post-Transition transition services reasonably required by the Transition Services

Recipients at their expense and (ii) authorize the Debtors' employees to satisfy Omnidian's licensing requirements to the extent such employees consent to that arrangement, *provided*, in each case, that the Debtors shall be permitted to assign such rights and obligations to the Plan Administrator;

- c. Implementation of a coordinated pre- and post-Transition communication plan (including hosting a link on PosiGen's website), coordinated script and public statements across various platforms (including IVR), and other mutually acceptable communications materials (the "**Communications Plan**");
- d. Omnidian shall be permitted to solicit for hire, as an employee, independent contractor, or otherwise, and make offers to any employee of the Debtors following entry of the Interim Transaction Approval Orders, as applicable, and such employees shall be permitted to respond and negotiate such offers during such period; provided that, unless the Debtors consent to an earlier date, the start date of any employee of the Debtors at Omnidian shall not occur until entry of the Final Transaction Approval Orders; provided, further, that, for the avoidance of doubt: (a) Omnidian will be permitted to hire any former employee of the Debtors whose employment (i) has been terminated by the Debtors prior to entry of the Final Transaction Approval Orders or (ii) was terminated and remains terminated by such former employee prior to entry of the Interim Transaction Approval Orders; (b) if an employee of the Debtors that is a KERP Participant accepts an offer of employment from Omnidian in accordance with this clause (4), the Debtors shall (i) terminate such employee's employment, effective as of a mutually agreed date, with such termination deemed to be without cause and (ii) pay such employee their award under the Non-Insider KERP in their final paycheck; and (c) regardless of whether such employee or former employee is a KERP Participant, the Debtors shall be deemed to have waived any non-compete or other restrictive obligations of such employee or former employee to facilitate Omnidian's hiring of such employee or former employee in accordance with this clause (4);
- e. Following entry of the Final Transaction Approval Orders, the Debtors shall: (a) transfer or redirect (as applicable) all existing and future Project Proceeds of the Participating ProjectCos (to the extent not lent to the Debtors pursuant to the DIP Facility) to the bank account(s) of the Participating ProjectCos or their designees, as designated by the Participating ProjectCos; and (b) provide any transition billing services, including any support reasonably required by the Participating ProjectCos or their designees related to billing and account setup, authorization, and configuration, and provide any services or take any actions required to provide the Participating ProjectCos with access to their bank accounts (collectively, (a), and (b), the "**Project Proceeds Transition**"); *provided* that the Debtors shall take actions to prepare for the foregoing from and after entry of the Interim Transaction Approval Order;

- f. The Debtors shall assume and assign the Debtors' existing third-party servicing arrangements (*e.g.*, Genpact) and any other executory contracts or unexpired leases reasonably requested by the Participating ProjectCos in connection with the Transition (but excluding any such agreements or leases that the Participating ProjectCos elect to exclude from such assumption and assignment) to the Participating ProjectCos or their designees, subject to payments of Bankruptcy Court-approved cure amounts by the applicable Participating ProjectCos or their designees (the “**Transition Contracts Assignment**”);
- g. The Debtors shall Maintain Omnidian's monitoring access with respect to all OEM providers (the “**Monitoring Access**”) and, effective on the Transition Effective Date, grant independent Monitoring Access to Omnidian; *provided*, that to the extent the Acquiror, Omnidian or its designee does not elect to assume and assign the applicable contracts with respect to such Monitoring Access, the Debtors shall have no obligation to maintain such contracts following the Closing Date (the “**Monitoring Access Transition**”);
- h. Prior to the Transition Effective Date, Omnidian shall be permitted to negotiate agreements with other creditors of the Debtors in connection with servicing Solar Systems in their portfolios, if applicable, under which Omnidian may provide such services. After the Transition Effective Date, the Debtors, Omnidian, and the Plan Administrator shall have no obligation to provide continued support or information to any creditor that does not agree to an acceptable agreement with Omnidian or the Plan Administrator;
- i. The Debtors shall: (a) exercise their best efforts to complete the re-registration and transfer (as applicable) of the Participating ProjectCos' RECs to the Participating ProjectCos', including to their New GATS Accounts prior to the Transition Effective Date; (b) in any event provide Omnidian and the Participating ProjectCos with any authorizations, access (including to any REC platforms, the New GATS Accounts, and any other applicable accounts), documents, records, or other information in their possession, custody and control required to complete such registration and transfer on and after the Transition Effective Date; and (c) provide the Participating ProjectCos or their designee with access to all source data and documents in the Debtors' possession, custody, and control for the M0-M3 milestones for their respective Projects (*i.e.*, all documents and data for pre-permission to operate and permission to operate) (collectively, (a), (b), and (c), the “**REC Transition**”);
- j. The Debtors shall use best efforts to facilitate the reconciliation of Omnidian monitoring data tape, Genpact data tape, and any other data tapes relevant to the Participating ProjectCos' and transfer such data tapes (which shall reflect, among other things, Project ownership and status proposed in the Transaction Approval Motion) and all supporting files, data, and

information to the extent in the Debtors' possession, custody and control (including, without limitation, PTO letters, system designs, and customer agreements) to the Participating ProjectCos or their designee (the "**Data Tape Reconciliation**");

- k. The Debtors shall support audit and related reconciliation efforts in connection with preparing revised financial statements for 2024 and 2025 and financial statements for 2026 until the Transition Effective Date, including: (a) maintaining and transferring to the Participating ProjectCos (or their designees) all journal entries and related supporting documents in the Debtors possession, custody and control to support 2024, 2025 and 2026 financial statement completion and subsequent audit procedures (in the case of 2026, as of the Transition Effective Date), including but not limited to all appraisal reports, reconciliation, standard operating procedures, historical Genpact monthly reporting data, and any information prepared and shared with the auditors for the purposes of the partially completed 2024 audit in the Debtors possession, custody and control; (b) closing outstanding months (including October, November, and December 2025) and all future periods during the chapter 11 cases; (c) completing the extraction and transfer of all accounting files in the Debtors' possession, custody, and control related to the Participating ProjectCos;⁶ (d) transferring to the Participating ProjectCos (or their designees) all input information and source data for the Participating ProjectCos' Q4 2025 fund management models and waterfall calculations, consistent with their Q3 waterfall calculations; (e) complete a sources and uses analysis; and (f) transition applicable LIC portals to Omnidian (collectively, (a), (b), (c), (d), (e), and (f), the "**Accounting Transition**");
- l. The Debtors shall use best efforts to onboard to Genpact any Projects of the Participating ProjectCos that are installed but not currently being billed to customers or transfer the information in their possession, custody, and control necessary to onboard such Projects to Omnidian (the "**Project Onboarding**");
- m. The Debtors shall (a) facilitate the transfer to the Participating ProjectCos or their designees the administrator log-ins for sales tax upon the Transition Effective Date (including by completing all actions within the Debtors' control required to facilitate such transfer); (b) provide all tax returns, all work product and source material used for preparation of historical tax returns as well as any work product and source materials needed for all outstanding period preparation in the Debtors possession, custody and control to the Participating ProjectCos or their designees; and (c) facilitate and support the transfer of sales tax registrations with Genpacts for new officers and locations (where applicable) (including by completing

⁶ For the avoidance of doubt, this consists of all files in the Accounting Folder on the Debtors' Google Drive.

all actions within the Debtors' control required to facilitate and support such transfer) (collectively, (a), (b), and (c), the "**Tax Transition**");

- n. To the extent not prohibited by the applicable contract or license (provided that, to the extent reasonably requested by the Debtors or Omnidian, the Debtors shall request any required consent or waiver from the applicable contract or licenses counterparty), the Debtors shall provide Omnidian and the Participating ProjectCos with direct access to all IT systems that store data used to support the Participating ProjectCos' operations and the servicing of their Projects or that contain logic to transform or interpret such data (the "**IT Transition**"), including the IT systems set forth on Annex IV of the Settlement Term Sheet; *provided*, that to the extent Omnidian, the Participating ProjectCos or their designee do not elect to have the applicable agreements with respect to such systems assumed and assigned to them, the Debtors shall have no obligation to maintain such systems or provide continued access following the Transition Effective Date;
- o. The Debtors shall deliver to the Participating ProjectCos, Brookfield, G-I, and Omnidian all information in their possession, custody and control with regard to the Participating ProjectCos' Projects (including completed Projects and WIP Projects) (the "**ProjectCo Projects Information**"), including any information required for asset management, RECs, warranties, or billing and collections with respect to such Projects and all open work orders, jobs, and necessary deferred maintenance activities with respect to such Projects;
- p. The Debtors shall facilitate and participate in key department transition calls and be available to address any Transition-related questions and provide prompt diligence responses;
- q. By no later than the Transition Effective Date, the Debtors shall provide Omnidian with an updated report of all open customer, attorney general, "better business bureau" complaints, regulatory matters, and/or litigation naming a Participating ProjectCo and/or relating to a Project owned by a Participating ProjectCo, including a summary of the matter, relevant status, and attorney retained (as applicable);
- r. The Debtors shall facilitate the transition of any insurance policies under which the Participating ProjectCos are the primary beneficiary to the Participating ProjectCos; and
- s. The Debtors shall facilitate transfer of possession of any parts, inventory, equipment, or other assets of a Participating ProjectCo to such Participating ProjectCo; *provided* that the Participating ProjectCo shall identify the location to which such parts and equipment shall be transferred at least 7 days prior to the Transition Effective Date and the transportation costs of such transition shall be paid by such Participating ProjectCo.

27. The Transition Schedule sets forth the workstreams in connection with the Transition and specifies whether each action is to be taken upon entry of the interim or final order approving the Transition. The Debtors have worked closely with Omnidian for several months and believe the Transition Procedures are reasonable. In general, the Debtors are prepared to take efforts to prepare for the Transition during the period between entry of the Interim Transaction Approval Orders and the Final Transaction Approval Orders (such period, the “**Interim Period**”). The Debtors intend to resume or commence (as applicable) all workstreams to prepare for the Transition upon entry of the Interim Transaction Approval Orders and complete such workstreams as promptly as possible. For the avoidance of any doubt, the Debtors propose to take the actions delineated as Interim Transition Actions in the Transaction Schedule promptly after entry of the Interim Transaction Approval Orders and the actions delineated as Final Transition Actions in the Transition Schedule promptly after entry of the Final Transaction Approval Orders. The Backleverage Settlement contemplates that the Sale Transaction and the Transition (together with any other outstanding Transition steps) shall be consummated, and the New Money DIP Loans shall be issued, in each case promptly following the entry of the Final Transaction Approval Orders (and in any event prior to the applicable Milestones), on a date mutually agreed by the Debtors, the Participating ProjectCos, G-I, and Brookfield (the “**Transition Effective Date**”).

III. The Channel Partner Settlement Procedures

28. The Debtors’ Channel Partners market, sell and install Solar Systems for the Debtors. The Debtors’ development business with the Channel Partners was shuttered when it encountered liquidity issues in August 2025 and it lacked the available funding to develop new Sola Systems. Developer is party to channel partner agreements with over 60 Channel Partners. Developer estimates that approximately \$19 million remains outstanding to Channel Partners as of the Petition Date, including with respect to “work in progress” systems.

29. In connection with the Backleverage Settlement and the transactions contemplated thereby, the Debtors also seek approval of the Channel Partner Settlement Procedures. The Channel Partner Settlement Procedures provide for a streamlined approach to reaching settlements with Channel Partners which could include the resolution of claims with respect to certain Project and the completion of “work-in-progress” Solar Systems in exchange for settlement payments. With respect to Non-Debtor Settlement Agreements, the Channel Partner Settlement Procedures contemplate that the non-Debtor Project Owner and the applicable Channel Partner will be authorized to negotiate, execute, and consummate a Non-Debtor Settlement Agreement. The Debtors seek authority (subject to agreement on the Backleverage Settlement) to (i) irrevocably terminate, waive, novate, or assign the Debtors’ obligations, rights, and claims with respect to the specific Non-Debtor Projects subject to a Non-Debtor Settlement Agreement and arising under the applicable Development Agreement (as defined below), applicable Channel Partner Agreement, or other related documents and (ii) execute and consummate such Non-Debtor Settlement Agreement without further notice or approval of the Bankruptcy Court if such settlement satisfies the Non-Debtor Settlement Agreement Requirements.⁷ The Debtors will also agree that any Non-Debtor Project Settlement Agreement satisfying the Non-Debtor Settlement Agreement Requirements is in the best interests of the Debtors and their estates and intend to execute and consummate any such agreement promptly.

⁷ A Non-Debtor Settlement Agreement satisfies the “**Non-Debtor Settlement Agreement Requirements**” if such agreement provides for the following: (1) the Channel Partner irrevocably waives or terminates its rights and claims against the Debtors with respect to the specific Non-Debtor Projects subject to such Channel Partner Settlement and arising under its Channel Partner Agreement or any other related documents; (2) the Non-Debtor Project Owner irrevocably waives or terminates its rights and claims against the Debtors with respect to the specific Non-Debtor Projects subject to such Channel Partner Settlement and arising under the applicable development agreement among the Debtors and the Non-Debtor Project Owner (each a “**Development Agreement**”); and (3) the irrevocable termination, waiver, novation, or assignment of the Debtors’ obligations, rights, and claims with respect to the specific Non-Debtor Projects subject to such Channel Partner Settlement and arising under the applicable Channel Partner Settlement and arising under the applicable Development Agreement, applicable Channel Partner Agreement, or related documents.

30. The Debtors propose to have any Channel Partner Settlement Agreement that involves the settlement or transfer of any right, claim, or cause of action of any of the Debtors, the assumption and assignment of any Channel Partner Agreement between a Channel Partner and a Debtor, or a Project owner by a Debtor (each such Project, a “**Debtor Project**” and each such settlement agreement, a “**Debtor Project Settlement Agreement**”) approved by this Court on an expedited basis. The Channel Partner Settlement Procedures contemplate that the Debtors will file a notice with the Court (each, a “**Channel Partner Settlement Notice**”) with respect to a Debtor Project Settlement Agreement, which notice shall include a description of the terms thereof, including the applicable Channel Partner Settlement Agreement. If an objection to the approval of such Debtor Project Settlement Agreement is filed on the docket and served on the Debtors, Backleverage, Brookfield, the applicable Channel Partner, and the Participating ProjectCos within 10 days following the filing of the Channel Partner Settlement Notice (the “**Channel Partner Settlement Notice Period**”), the Debtors request that the Court schedule a hearing to consider approval of the applicable Debtor Project Settlement Agreement under Bankruptcy Rule 9019 as soon as the Court’s calendar permits. If no objection to such approval is filed within the Channel Partner Settlement Notice Period, the Debtors request that such Debtor Project Settlement Agreement be approved without any further action from the Debtors or the Court on the next Business Day following the end of the Channel Partner Settlement Notice Period.

31. For the avoidance of doubt, upon the sale of any Project to a non-Debtor purchaser (including pursuant to the DIP Credit Bid), such Project shall no longer constitute a Debtor Project and any subsequent or contemporaneous settlement regarding such Project shall not constitute a Debtor Project Settlement Agreement requiring a Channel Partner Settlement Notice solely as a result of the inclusion of such Project in the settlement terms.

32. Nothing in the Channel Partner Settlement Agreement Procedures or the Channel Partner Settlements contemplated thereby shall permit any Channel Partner to obtain an administrative expense claim against the Debtors' estates for work commenced or continued after the Petition Date without the prior written consent of the Debtors' Chief Restructuring Officer.

IV. The Proposed Sale Transaction

33. The Debtors seek authority to, upon entry of the Final Transaction Approval Orders, sell substantially all of the Debtors' assets, subject to certain exclusions, as set forth in more detail in the table below. Consummation of the Sale Transaction, along with the Transition and the Channel Partner Settlements, will maximize the value of the Debtors' estates. Taken together, the Sale Transaction, the Transition, and the Channel Partner Settlements will enable the Debtors to transition their business to a third party in an orderly manner that preserves continuity of service for customers. Moreover, the Sale Transaction will allow the debtors to repay the DIP Obligations, either through consummation of the Sale Transaction in accordance with the DIP Credit Bid or, if the DIP Lenders are not the highest or otherwise best bidders, in cash.

34. As part of the Backleverage Settlement, the DIP Lenders have agreed in principle to, subject to entry of the Interim Settlement Order, credit bid the entire amount of the DIP Claim in exchange for the Sale Assets (the "**DIP Credit Bid**"), subject to the terms and conditions of a mutually acceptable asset purchase agreement (the "**Asset Purchase Agreement**"), which will be filed in advance of the Final Hearing, in full and final satisfaction of the DIP Claim. Without the DIP Lenders' agreement to credit bid the DIP Claim, the Debtors would have no source of funds from which to repay the DIP Obligations and would be unable to confirm a plan and emerge from chapter 11. The Debtors, however, invite all interested parties to submit offers for the Sale Assets and have the ability to pursue any higher and better alternative offer, subject to the terms and

conditions of the DIP Credit Agreement and/or the Asset Purchase Agreement. To date, the Debtors have not received any actionable offers for the Sale Assets.

35. The Debtors propose to: (i) file the Sale Notice on the docket in these chapter 11 cases; (ii) cause the Sale Notice to be published in the *New York Times* or such other publication with national distribution as agreed among the Debtors and the DIP Lenders; and (iii) cause the Sale Notice to be served on the Debtors' 100 largest creditors, in each case promptly following entry of the Interim Settlement Order. The Sale Notice: (i) provides a description of the Sale Assets; (ii) notifies parties of and describes the DIP Credit Bid; (iii) explains the Debtors' right to solicit higher or otherwise better offers for the Sale Assets; (iv) asserts the Debtors' intent to sell the Sale Assets free and clear of any pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon, to the maximum extent permitted by section 363 of the Bankruptcy Code; (v) sets a deadline for objections to the Sale Transaction; and (vi) notifies parties of the time and date of the hearing to approve the Sale Transaction (which shall be the Final Hearing).

36. Following entry of the Final Transaction Approval Orders, the Debtors intend to consummate the Sale Transaction with the bidder(s) that make the highest or otherwise best offer for the Sale Assets; *provided* that the Debtors may only consummate a Sale Transaction with a bidder other than the DIP Lenders if such bid provides for the DIP Facility to be repaid in full in cash on the closing date of the Sale Transaction.

37. The following table sets forth a summary of key terms of the Sale Transaction.⁸

Summary Description of the Sale Transaction	
Parties	<u>Selling Entities</u>: Each of the Debtors.

⁸ This summary is provided for the convenience of the Bankruptcy Court and parties in interest and describes, generally, the terms of the Sale Transaction. To the extent there is any conflict between this summary and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern in all respects.

	• <u>Buyer</u>: The DIP Lenders or, in the event a bidder submits a higher or otherwise better offer for the Sale Assets that would pay off the DIP Obligations in full, such other bidder (the DIP Lenders or such other bidder, the “Purchasers”). The Purchasers shall be able to designate additional Purchasers to acquire certain of the Acquired Assets (as defined below).
Description	Purchase all rights and interests in and title to the Sale Assets free of debts and liens through the Asset Purchase Agreement.
Assets	All assets of the Debtors, including all: (i) of the Debtors’ inventory; (ii) any uncompleted (or “work-in-progress” photovoltaic electric generating systems and devices (each, a “Solar System”)) and all related customer leases and power purchase agreements, batteries, RECs, incentives, and similar environmental allowances and credits, and rights, and all investment tax credits or proceeds thereof associated therewith (collectively, together with the related Solar System, each, a “Project”); and (iii) any Causes of Action (collectively, the “Sale Assets”); <i>provided</i> that the Sale Assets shall exclude the Excluded Assets. The Sale Assets shall exclude: (i) the collateral pledged to secure the June Bridge Loan Facility (the “Owner 2 Collateral”); (ii) collateral pledged to secure the Battery Revolving Credit Facility (the “Battery Collateral”); (iii) certain forklifts subject to the liens of Wells Fargo Bank, N.A.; (iv) certain equipment subject to the liens of HYG Financial Services, Inc.; (v) the equity of PosiGen Owner 3, LLC; (vi) any inventory that is subject to being reclaimed; (vii) property subject to purchase money security interests, and (viii) the Debtors’ cash on hand as of the date of consummation of the Sale Transaction (in each case (i) through (vii), solely to the extent such assets are subject to valid, perfected, and unavoidable liens as of the Petition Date) (collectively, the “Excluded Assets”); <i>provided</i> that the Purchasers shall be entitled to purchase Excluded Assets in their sole and absolute discretion, solely in the event they satisfy any valid, perfected, and unavoidable liens that exist as of the Petition Date on such Excluded Assets. Any encumbered assets of the Debtors that are not sold through the Sale Transaction shall be turned over to the relevant secured creditors in satisfaction or partial satisfaction of their Claims as set forth in the Plan; <i>provided</i> that Brookfield shall not be required to accept such treatment. The Purchasers shall be entitled to exclude, in their sole discretion, any Sale Asset from the assets acquired by the Purchasers pursuant to the Sale Transaction (such acquired assets, the “Acquired Assets”) after the execution of the Asset Purchase Agreement but before the entry of the order approving the Sale Transaction.
Proposed Purchase Price	DIP Credit Bid.
Source of Funds	N/A
Private Sale	The Sale Assets will be sold via private sale, subject to the Debtors’ right to solicit and consummate the Sale Transaction with a bidder other than the DIP Lenders if such bidder makes an offer that would provide for the DIP Facility to be repaid in full in cash on the closing date of the Sale Transaction.
Sale Free and Clear	Pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Sale Assets shall be free and clear of liens and all interests, liabilities, obligations, or claims (including all “claims” within the meaning of section 101(5) of the Bankruptcy Code).
Assumption and Assignment	The Purchasers shall have the right to require the Debtors to assume and assign any contract or lease of the Debtors to the Purchasers or their designee pursuant to mutually agreeable procedures, which procedures will, among other things: (i) permit the Purchasers to exercise such right with respect to any contract or lease of the Debtors (including customary rights to exercise such right post-Closing, under certain

	circumstances), provided that the Purchasers will pay any cure costs arising from such assumption and assignment, and (ii) provide procedures for establishing such cure costs which procedures will include, for the avoidance of doubt, the Debtors providing notice to all non-Debtor counterparties to the executory contracts and unexpired leases that their contracts and leases may be assumed and assigned to the Purchasers and the Debtors' good faith estimate of the cure costs associated with assuming or rejecting each such contract or lease).
No Assumption of Liability	The Purchasers shall not assume any liabilities of the Debtors unless they elect to do so, in their sole and absolute discretion, as set forth in the Asset Purchase Agreement.
Closing	• The closing of the Asset Purchase Agreement, the Transition, and the New-Money DIP Loans shall occur contemporaneously (the "Closing"). • The closing of the DIP Credit Bid will be conditioned upon the satisfaction or waiver of customary conditions precedent, including, without limitation: - o Satisfaction of all Milestones; and - o No material breach of the Asset Purchase Agreement.
Information	• The Debtors shall deliver to the Purchasers and, if the DIP Lenders are the Purchasers) Omnidian, all information in their possession, custody and control with regard to Projects constituting Sale Assets (including completed Projects and WIP Projects) (the "Sale Projects Information"), including any information required for asset management, RECs, warranties, or billing and collections with respect to such Projects and all open work orders, jobs, and necessary deferred maintenance activities with respect to such Projects. • The Debtors shall deliver to the Purchasers a schedule of all insurance policies of the Debtors and exercise commercially reasonable efforts to identify any obstacles to the assumption and assignment of such insurance policies to the Purchasers or their designees (the "Insurance Policy Information").
Transition Services Agreement	The Purchasers and the Debtors or the Plan Administrator, as applicable, will negotiate an appropriate transition services agreement or arrangement, in form and substance acceptable to the Debtors and Plan Administrator, on the one hand, and the Purchasers or their designees, on the other, providing for the Debtors or Plan Administrator, as applicable, to provide post-Closing transition services reasonably required by the Transition Services Recipients at their expense.
Releases	Customary releases or, with respect to clauses (i) and (iii), acquisition by the Purchasers, of (i) any and all Causes of Action of any Debtor or its estate against the Backleverage Entities, DIP Lenders, Brookfield, the Purchasers, their current or former affiliates (other than the Debtors), and their related persons, (ii) the Debtors' Avoidance Actions against ordinary course trade vendors, and (iii) any other Causes of Action mutually agreed among the Debtors, the Committee, and the Purchasers (collectively, (i), (ii), and (iii)), the " Released Causes of Action ".

V. The Debtor-in-Possession Financing

38. The Debtors and the DIP Lenders have negotiated an up to \$41 million DIP Facility consisting of:

- a. upon entry of the Interim DIP Order, (1) all of the Project Proceeds DIP Loans in an amount up to the Project Proceeds DIP Loan Cap and (2) a roll up of \$8,000,000 of Brookfield's Secured Bridge Note claims, in the case of each of the foregoing, subject to the terms and conditions set forth in the Interim DIP Order, the DIP Term Sheet, and the DIP Credit Agreement; and

- b. with respect to Brookfield and G-I, on the Transition Effective Date and subject to the terms and conditions set forth in the Final DIP Order, the DIP Term Sheet, and the DIP Credit Agreement (if any), their respective allocations of the New-Money DIP Loans in an amount equal to \$14,480,000, of which \$2,000,000 shall be reserved for the Plan Trust Cash Contribution.

39. As set forth in the DIP Term Sheet and the DIP Credit Agreement, the Debtors will be prohibited from making disbursements (including the escrowing of cash for the satisfaction of estate professional fees) in excess of the Approved Budget (defined below). The DIP Facility includes customary carve-outs with separate Approved Budget-limited carveouts for each professional. The proceeds of the DIP Facility will be used to finance these chapter 11 cases, the Transition, and distributions under the Plan, in each case subject to the Approved Budget.

40. The Debtors request authority to, upon the entry of the Interim DIP Order, reserve an amount equal to the maximum amount required to pay the award authorized by the Court with respect to the Non-Insider KERP. Such reserve amount may be reduced by the Debtors to the extent the maximum amount of such award is reduced.

**CONCISE STATEMENT PURSUANT TO
BANKRUPTCY RULE 4001 AND COMPLEX CASE PROCEDURES⁹**

41. Pursuant to Bankruptcy Rules 4001(b)(1)(B) and 4001(c)(1)(B) and the Complex Case Procedures, the Debtors submit the following concise statement of the material terms of the Interim DIP Order:

⁹ The summaries contained in this Motion are qualified in their entirety by the provisions of the DIP and Settlement Orders, the DIP Term Sheet, and the DIP Credit Agreement. To the extent anything in this Motion is inconsistent with the DIP and Settlement Orders, the DIP Term Sheet, or the DIP Credit Agreement, the DIP and Settlement Orders, the DIP Term Sheet, or the DIP Credit Agreement shall control, as applicable. The Debtors reserve the right to supplement the statements made herein.

Summary of Relevant Provisions	
Bankruptcy Code / Bankruptcy Local Rule	Summary of Material Terms
Borrower Bankruptcy Rule 4001(c)(1)(B)	PosiGen, PBC
Guarantors Bankruptcy Rule 4001(c)(1)(B)	PosiGen, LLC, PosiGen Operations, LLC, PosiGen Developer, LLC, PosiGen Provider, LLC, PosiGen Holdings, LLC, PosiGen Rampart Holdco, LLC, PosiGen Rampart, LLC, PosiGen Owner 2, LLC, PosiGen Owner 3, LLC.
DIP Lenders Bankruptcy Rule 4001(c)(1)(B)	Participating ProjectCos, Brookfield, and G-I
Amount and Facility Bankruptcy Rule 4001(c)(1)(B)	\$41,000,000, consisting of (i) (1) the Project Proceeds DIP Loans, <i>provided</i> that the Debtors shall be authorized to use Project Proceeds DIP Loans during the Notice Period as contemplated by the Interim DIP Order and (2) a roll up of \$8,000,000 of Brookfield's Secured Bridge Note claims, in the case of each of the foregoing, upon entry of the Interim DIP Order; and (ii) New-Money DIP Loans in an amount equal to \$14,480,000, upon the Transition Effective Date.
Funding Use of Proceeds Bankruptcy Rule 4001(c)(1)(B)	All proceeds of the DIP Loans shall be used and/or applied solely for the purposes permitted in the Approved Budget, including, without limitation, financing: (i) these chapter 11 cases; (ii) the Transition; and (iii) distributions under the Plan, in each case subject to the Approved Budget. The proceeds of the DIP Facility shall not be used to provide transition services to Non-Participating ProjectCos.
Interest Rate Bankruptcy Rule 4001(c)(1)(B)	15% <i>per annum</i> , payable in kind
Default Interest Bankruptcy Rule 4001(c)(1)(B)	Additional 2% <i>per annum</i> , payable in kind
Termination Bankruptcy Rule 4001(c)(1)(B)	The DIP Facility will mature on the earliest of (such earliest date, the " Maturity Date "): (a) the date that is 2 months after entry of the Interim DIP Order (the "Scheduled Maturity Date"); (b) the effective date of a chapter 11 plan in the Chapter 11 Cases (the "Effective Date"); (c) the consummation of a sale of all or substantially all of the assets of the Debtors pursuant to section 363 of the Bankruptcy Code or otherwise (a "Sale"); (d) the date of termination of the DIP Commitments and the acceleration of any outstanding DIP Loans under DIP Loan Documents; (e) dismissal of any of the Chapter 11 Cases or conversion of any of the Chapter 11 Cases into cases under chapter 7 of the Bankruptcy Code; (f) January 16, 2026 or such later date (i) scheduled for the Final Hearing by the Court or (ii) agreed by the Required DIP Lenders, in each case unless the Final DIP Order has been entered by the Court on or prior to such date;

	(g) the date on which the Debtors, without the prior written consent of the Required DIP Lenders, file or express written support for bidding procedures, sale processes, or transactions that are not acceptable to the Required DIP Lenders or any plan of liquidation or reorganization (or related disclosure statement) that is not an Acceptable Plan or an Acceptable Sale; and (h) other customary circumstances to be mutually agreed.
Fees Bankruptcy Rule 4001(c)(1)(B)	<i>Funding Payment:</i> 7.5% payable in kind <i>Exit Payment:</i> 7.5% payable in cash; <i>provided</i> that, upon satisfaction of the DIP Loans in respect of the DIP Credit Bid, the Exit Payment shall be included in the DIP Credit Bid <i>Agency Fee:</i> \$100,000
Security and Priority Bankruptcy Rule 4001(c)(1)(B)(i)	The DIP Lenders shall be entitled to superpriority administrative expense claims against each Debtor. DIP Liens shall prime all other prepetition liens, including the Convertible Secured Notes, except (1) the liens on collateral pledged to secure the June Bridge Loan Facility (the “Owner 2 Collateral”), (2) the liens on collateral pledged to secure the Battery Revolving Credit Facility (the “Battery Collateral”), (3) the liens of Wells Fargo Bank, N.A. on certain forklifts, (4) the liens of HYG Financial Services, Inc. on certain equipment, (5) the liens of List Government Receivables Fund, LLC on the equity of PosiGen Owner 3, LLC, (6) liens on any inventory that is subject to being reclaimed, and (7) purchase money security interests, if any (in each case ((1) through (7)), solely to the extent such liens are valid, perfected, and unavoidable liens as of the Petition Date) (the liens in the foregoing clauses (1) through (7), the “Excluded Liens”).
DIP Budget and Related Covenants Bankruptcy Rule 4001(c)(1)(B)	The DIP Loan Documents shall include a budget in form and substance reasonably acceptable to the DIP Lenders (after approval by the required DIP Lenders, the “Approved Budget”).
Borrowing Conditions Bankruptcy Rule 4001(c)(1)(B)	The DIP Loan Documents shall include the below milestones (collectively, the “Milestones”): i. File the Transaction Approval Motion by December 24, 2026; ii. File the Schedules and Statements by December 29, 2025; iii. Send letter to Sage Intacct authorizing it to duplicate the Debtors’ instance and provide access to Omnidian and the Participating ProjectCos by no later than December 29, 2025; iv. Deliver the Insurance Policies Information to the Acquirors and Omnidian by no later than December 29, 2025; v. File the Asset Purchase Agreement by January 5, 2026; vi. Obtain entry of the Interim Transaction Approval Orders, in form and substance reasonably acceptable to Brookfield, G-I, and the Debtors, by December 30, 2025; vii. Obtain conditional approval of the disclosure statement contained in the Combined Plan and Disclosure Statement filed on December 9, 2025, through entry of an order, in form and substance reasonably acceptable to Brookfield, G-I, and the Debtors, by December 30, 2025;

	viii. Obtain entry of the Final Transaction Approval Orders, in form and substance reasonably acceptable to Brookfield, G-I, and the Debtors, by January 16, 2026; ix. Complete the Transition and Sale Transaction by no later than the earlier of January 18, 2026 and the Transition Effective Date.
Stipulations as to Prepetition Claims and Liens Bankruptcy Rule 4001(c)(1)(B)(iii)	Without prejudice to the rights of all parties in interest other than the Debtors, but subject to the limitations contained in paragraph 17 of the Interim DIP Order, and after consultation with their attorneys and financial advisors, the Debtors admit, stipulate, acknowledge and agree that: <u>Prepetition Secured Note.</u> Prior to the commencement of the Chapter 11 Cases, the Prepetition Secured Note Secured Parties made the Prepetition Secured Note Loans to the Prepetition Secured Note Parties pursuant to the Prepetition Secured Note Documents. Pursuant to the Prepetition Secured Note Documents, each of the Prepetition Secured Note Guarantors unconditionally and irrevocably guaranteed, on a joint and several basis, each as a primary obligor and not merely as a surety, the Prepetition Secured Note Obligations to the Prepetition Secured Note Agent for the benefit of the Prepetition Secured Noteholders. <u>Prepetition Secured Note Obligations.</u> As of the Petition Date, the Prepetition Secured Note Borrower and the other Prepetition Secured Note Parties were justly and lawfully indebted and liable (including pursuant to guarantee obligations) to the Prepetition Secured Note Secured Parties, without defense, counterclaim, or offset of any kind, in an aggregate principal amount of not less than \$7,294,985.18 on account of the Prepetition Secured Note Obligations, plus accrued and unpaid interest, fees, expenses (including advisors' fees and expenses, in each case, that are chargeable or reimbursable under the applicable agreements), disbursements, charges, claims, indemnities and other costs and obligations of whatever nature incurred in connection therewith which are chargeable or otherwise reimbursable under the applicable agreements or applicable law. The Prepetition Secured Note Obligations were automatically accelerated on the Petition Date as a result of the commencement of the Chapter 11 Cases in accordance with the terms of the Prepetition Secured Note Documents, and all commitments of the Prepetition Secured Note Secured Parties to extend Prepetition Secured Note Loans or make other financial accommodations were terminated on the Petition Date. <u>Validity and Priority of Prepetition Secured Note Obligations.</u> (a) The Prepetition Secured Note Obligations constitute legal, valid, binding, and non-avoidable obligations of the Prepetition Secured Note Parties and such Prepetition Secured Note Obligations are enforceable in accordance with the terms of the Prepetition Secured Note Documents; (b) no offsets, recoupments, demands, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Secured Note Obligations exist, and no portion of the Prepetition Secured Note Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (c) the Debtors and their Estates have no claims, objections, challenges, causes of action, and/or choses in action, including Avoidance Actions under Chapter 5 of the Bankruptcy Code or applicable state law equivalents, or actions for recovery or disgorgement, against any of the Prepetition Secured Note Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, employees or other Representatives arising out of, based upon or related to the Prepetition Secured Note Documents, or the Prepetition Secured Note Obligations; and (d) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Secured Note Obligations, and the priority of the applicable Debtors' obligations thereunder.

	<u>Validity, Priority and Perfection of Prepetition Secured Note Liens:</u> As more fully set forth in the Prepetition Secured Note Documents, prior to the Petition Date, the Prepetition Secured Note Parties became parties to the Prepetition Secured Note Security Documents pursuant to which the Prepetition Secured Note Obligations were secured by legal, valid, perfected, binding, enforceable, and nonavoidable liens and security interests in the Prepetition Secured Note Collateral in favor of the Prepetition Secured Note Agent. The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition Secured Note Liens on the Prepetition Secured Note Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Secured Noteholders for fair consideration and reasonably equivalent value; (b) the Prepetition Secured Note Liens were senior in priority over any and all other liens on the Prepetition Secured Note Collateral, subject only to certain liens senior by operation of law or otherwise permitted by the Prepetition Secured Note Documents, solely to the extent any such permitted liens were, as of the Petition Date, valid, properly perfected (or are perfected subsequent to the Petition Date as permitted by section 546(b)), non-avoidable, and senior in priority to the Prepetition Secured Note Liens. <u>No Challenges/Claims as to Prepetition Secured Note Secured Parties.</u> No claims or causes of action exist that are held by the Debtors or their Estates against, or with respect to, any Prepetition Secured Note Secured Party or any of their respective Representatives. The Debtors and their Estates have no valid claims (as such term is defined in section 101(5) of the Bankruptcy Code), objections, challenges, causes of action, and/or choses in action against any of the Prepetition Secured Note Secured Parties or any of their respective Representatives (in each case in such respective capacity) with respect to the Prepetition Secured Note Documents, the Prepetition Secured Note Obligations, or the Prepetition Secured Note Liens, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, Avoidance Action, recovery, disallowance, reduction, or other claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable state law equivalents. See Interim DIP Order ¶ G, Annex II.
Release of Claims against the DIP Lenders	Subject to and effective upon entry of the Interim DIP Order, and in consideration of and as a condition to the DIP Agent and each DIP Lender making the DIP Facility available under the DIP Documents and providing other credit and financial accommodations to the Debtors pursuant to the provisions of the Interim DIP Order and the DIP Documents (including the Carve Out provisions) and the Prepetition Secured Note Agent and each other Prepetition Secured Note Secured Party consenting to the priming of the Prepetition Secured Note Liens by the DIP Liens and the Carve Out and permitting the use of the Prepetition Secured Note Collateral and Cash Collateral pursuant to the provisions of the Interim DIP Order, each Debtor and each Estate, on its own behalf and on behalf of its and their respective predecessors, successors, heirs, and past, present, and future subsidiaries and assigns (collectively, the “Releasors”), hereby absolutely, unconditionally and irrevocably and forever releases, acquits, absolves, and discharges (i) each DIP Secured Party (solely in their capacity as such), (ii) each Prepetition Secured Note Secured Party (solely in their capacity as such) and, (iii) with respect to each of the foregoing (solely in their capacities as such), each of their respective Representatives (the persons and entities described in these clauses (a) through (c), each a “Released Party”) and their respective property and assets from any and all acts and omissions of the Released Parties, and from any and all claims, interests, demands, liabilities, responsibilities, disputes, remedies, causes of action (including causes of action in the nature of “lender liability”), Avoidance Actions, suits, judgments, costs, debts, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, bonds, obligations, objections, legal proceedings, equitable proceedings, executions of

any nature, type, or description, damages, and any and all other claims, counterclaims, cross claims, defenses, rights of set-off, recoupment, demands, controversies, other rights of disgorgement or recovery, and liabilities whatsoever (including any derivative claims asserted or assertable on behalf of the Debtors, their Estates, or such entities' successors or assigns, whether individually or collectively) that exist on the date hereof, at law or in equity, by statute or common law, in contract, or in tort, including, without limitation, (A) any so-called "lender liability" or equitable subordination claims or defenses, (B) any and all claims and causes of action arising under the Bankruptcy Code, (C) any and all offsets, defenses, claims, counterclaims, set-off rights, objections, challenges, causes of action, and/or choses in action of any kind or nature whatsoever, whether liquidated or unliquidated, fixed or contingent, known or unknown, suspected or unsuspected, disputed or undisputed, whether arising at law or in equity, including any recharacterization, recoupment, subordination, disallowance, avoidance, challenge, or other claim or cause of action arising under or pursuant to section 105, chapter 5, or section 724(a) of the Bankruptcy Code or under other similar provisions of applicable state, federal, or foreign laws, including without limitation, any right to assert any disgorgement or recovery, and (D) any defense, right of counterclaim, right of set-off, or deduction on the payment of the Prepetition Secured Note Obligations, the Roll-Up DIP Loans, or the DIP Obligations, in each case that any Releasor may now or hereafter own, hold, have, or claim to have against the Released Parties, or any of them for, upon, or by reason of any nature, cause, or thing whatsoever that arose or may have arisen at any time on or prior to the date of the Interim DIP Order, arising out of, relating to, or in connection with, any of the DIP Obligations, the Prepetition Secured Note Obligations, the DIP Liens, the Prepetition Secured Note Liens, any sale process, any Sale Transaction, the payment of any fees and expenses, including the DIP Lender Advisors, the DIP Documents, the Prepetition Secured Note Documents, or other financial accommodations under the DIP Documents or the Prepetition Secured Note Documents, the negotiations concerning the same, or the Chapter 11 Cases (individually, a "**Released Claim**" and collectively, the "**Released Claims**"), but excluding obligations of the DIP Lenders under the DIP Facility and the Transaction Approval Order arising on or after the date of the Interim DIP Order.

In addition, upon all DIP Obligations owed to the DIP Secured Parties being Paid in Full by the Debtors, and termination of the rights and obligations arising under the Interim DIP Order, the Final Transaction Approval Orders, and the DIP Documents (which payment and termination shall be on terms and conditions acceptable to the DIP Agent (acting at the direction of the Required DIP Lenders), including with respect to the source of cash for such payment and, in the case of a Disposition, such transaction being an Acceptable Sale), the DIP Agent, the DIP Lenders and each other Released Party shall be automatically deemed to be absolutely and forever released and discharged by the Releasors from any and all obligations, liabilities, actions, duties, responsibilities, commitments, claims, and causes of action arising, occurring in connection with, or related to the DIP Documents, any sale process, the Chapter 11 Cases, any payment of fees and expenses, the Interim DIP Order, or any Final Order (whether known or unknown, direct or indirect, matured or contingent, foreseen or unforeseen, due or not due, primary or secondary, liquidated or unliquidated). This paragraph is in addition to and shall not in any way limit any other release, covenant not to sue, or waiver set forth in a chapter 11 plan, any order approving a sale, or otherwise. As of the entry of the Interim DIP Order, the releases granted solely to the DIP Secured Parties and their associated Released Parties in paragraph 20 are final and binding and are not subject to a Challenge pursuant to paragraph 17 of the Interim DIP Order or otherwise. For the avoidance of doubt, the releases granted to all other parties, other than the DIP Secured Parties and their associated Released Parties, in paragraph 20 of the Interim DIP Order shall be subject to Challenge pursuant to paragraph 17 of the Interim DIP Order.

	Each Releasor hereby absolutely, unconditionally and irrevocably covenants and agrees with each Released Party that it will not sue (at law, in equity, in any regulatory proceeding, or otherwise) any Released Party on the basis of any Released Claim or other claim or cause of action that has been released and discharged by any Releasor pursuant to clause (a) above (and upon the granting of such release, clause (b) above). If any Releasor violates the foregoing covenant, such Releasor and the Debtors each agree to pay, and be jointly and severally liable for, in addition to such other damages as any Released Party may sustain as a result of such violation, all attorneys' fees and costs incurred by any Released Party as a result of such violation. See Interim DIP Order ¶ 20.
Effect of Stipulations Bankruptcy Rule 4001(c)(1)(B)(iii)	The Debtors' Stipulations and Releases and all other admissions, agreements, and releases contained in the Interim DIP Order (including the incurrence of the Roll-Up DIP Loans, which shall be final and irrevocable as to the Debtors upon entry of the Interim DIP Order but otherwise shall be subject to the provisions of paragraph 17 of the Interim DIP Order VII.17) shall be irrevocably binding upon the Debtors and their Estates and any and all of the Debtors' successors-in-interest and assigns in all circumstances and for all purposes upon the entry of the Interim DIP Order, and the Debtors and their Estates are deemed to have irrevocably waived and relinquished all Challenges as of the Petition Date. Upon the expiration of the Challenge Period, the Debtors' Stipulations and Releases and all other admissions, agreements, and releases contained in the Interim DIP Order shall also be binding upon all creditors and other parties in interest and all of their respective successors and assigns, including the Committee and any other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases, or any Trustee, in each case in all circumstances and for all purposes, unless and solely to the extent that (i) during the Challenge Period, the Committee or any other party in interest with proper standing granted by an order of the Court prior to the expiration of the Challenge Period and subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to commence such proceeding, has timely and properly filed an appropriate proceeding or contested matter as required under the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, including, without limitation, as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in the Interim DIP Order, including paragraph 17 of the Interim DIP Order) challenging any of the Debtors' Stipulations and Releases or other admissions, agreements, and releases contained in the Interim DIP Order with respect to the Prepetition Secured Note Obligations (each such proceeding or contested matter, a "Challenge"), and (ii) the Court enters a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely and properly filed Challenge (a "Successful Challenge"); <u>provided, however</u>, that, (x) any pleadings filed in a proceeding asserting any Challenge shall set forth with specificity the basis for such Challenge, and any Challenges not so specified prior to the expiration of the Challenge Period shall be deemed forever waived, released, and barred and (y) if the Chapter 11 Cases are converted to chapter 7, or a chapter 7 or chapter 11 trustee is appointed or elected prior to the expiration of the Challenge Period, any such estate representative or trustee shall receive the full benefit of any remaining time before the expiration of the Challenge Period. The Court may fashion any appropriate remedy following a Successful Challenge. If no such Challenge is timely and properly filed by a party-in-interest with the requisite standing and authority as contemplated herein prior to the expiration of the Challenge Period or to the extent that the Court does not rule in favor of the plaintiff in any such Challenge proceeding, then, without further order of the Court: (i) the Debtors' Stipulations and Releases and all other admissions, agreements, and releases contained in the Interim DIP Order shall be binding and preclusive on all parties in interest, including the Debtors, the Debtors' Estates, the Committee, any other statutory or non-

statutory committee appointed or formed in the Chapter 11 Cases and any Trustee, or other successors and assigns of the Debtors and the Debtors' Estates, and on any other person or entity; (ii) the Prepetition Secured Note Obligations shall constitute allowed claims, not subject to counterclaim, claim, subordination, recoupment, demands, offset, setoff, subordination, recharacterization, defense or avoidance, for all purposes in these Chapter 11 Cases and any Successor Cases, including, without limitation, any subsequent chapter 7 case; (iii) the Prepetition Secured Note Liens on the Prepetition Secured Note Collateral held by the Prepetition Secured Note Secured Parties shall be deemed to have been, as of the Petition Date, and to be, legal, valid, binding, perfected, security interests and liens and with the priority specified in the Interim DIP Order, including in the Debtors' Stipulations and Releases, not subject to defense, counterclaim, recharacterization, subordination, avoidance or other defense; (iv) the Prepetition Secured Note Obligations, the Prepetition Secured Note Liens on the Prepetition Secured Note Collateral held by the Prepetition Secured Note Secured Parties (and their respective Representatives) shall not be subject to any other or further Challenge or other proceeding by the Committee, any other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases, any Trustee, or any successors and assigns of the Debtors and the Debtors' Estates, or by any other person or entity, and all such parties shall be enjoined from seeking to exercise the rights of the Debtors or the Debtors' Estates, including, without limitation, any successor thereto (including, without limitation, any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period); and (v) any and all Challenges by any party (including the Committee, any other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and any Trustee, or other successors and assigns of the Debtors and the Debtors' Estates, and any other person or entity) and any right to bring a Challenge shall be deemed forever waived, released, and barred, in each case except to the extent that such Debtors' Stipulations and Releases and any other admissions, agreements, and releases contained in the Interim DIP Order were subject to a Successful Challenge.

If any Challenge is timely and properly filed prior to the expiration of the Challenge Period (as defined below) by the Committee, any statutory or non-statutory committee appointed or formed in the Chapter 11 Cases, any Trustee or any other person or entity, in each case, with requisite standing and authority, (i) any claim or action that is not brought shall forever be barred, and (ii) the Debtors' Stipulations and Releases and all other admissions, agreements, and releases contained in the Interim DIP Order shall nonetheless remain binding and preclusive on the Committee, any statutory or non-statutory committee appointed or formed in the Chapter 11 Cases, any Trustee, and any other person or entity, as applicable, except as to any such stipulations, admissions, agreements, and releases that were subject to a Successful Challenge.

Nothing in the Interim DIP Order vests or confers on any person, including the Committee or any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, any Trustee, or any other party in interest, standing or authority to pursue any claim or cause of action belonging to the Debtors or their Estates, including, without limitation, Challenges with respect to the Debtors' Stipulations and Releases and all other admissions, agreements, and releases contained in the Interim DIP Order, or the Roll-Up DIP Loans, which shall be final and irrevocable as to the Debtors upon entry of the Interim DIP Order but shall otherwise be subject to the provisions of paragraph 17 of the Interim DIP Order and (i) a separate order of the Court conferring such standing on the Committee or other person shall be a prerequisite for the prosecution of a Challenge by the Committee or such other person and (ii) all rights to object or to oppose such standing or any Challenge in any manner are expressly reserved.

The "**Challenge Period**" shall mean earliest to occur of (i) the commencement of a hearing to consider confirmation of a chapter 11 plan, (ii) three (3) Business Days'

	prior to the commencement of a hearing on a Sale Transaction, (iii) for any party in interest other than the Committee, no later than the date that is sixty (60) days from entry of the Interim DIP Order, and (iv) for the Committee, no later than February 3, 2026. The Challenge Period may be extended in writing prior to the expiration of the Challenge Period (which writing may be in the form of email by counsel) from time to time in the sole discretion of the Prepetition Secured Note Agent (at the direction of the Prepetition Secured Noteholders). For the avoidance of doubt, notwithstanding anything to the contrary in the Interim DIP Order, upon the entry of the Interim DIP Order, (i) the Challenge Period shall automatically be deemed to have lapsed as to the Debtors with respect to the Debtors' Stipulations and Releases, (ii) such stipulations, admissions, agreements, and other releases shall be binding upon the Debtors, and (iii) any Challenges by the Debtors with respect to the Prepetition Secured Note Secured Parties (including on account of the Roll-Up DIP Loans), shall be deemed forever waived, released, and barred. Any successor to the Debtors (including, without limitation, any Trustee appointed or elected for any of the Debtors or any other estate representative appointed in the Chapter 11 Cases or any Successor Cases) shall be bound by the terms of the Interim DIP Order and the Final Order to the same extent as the Debtors, including with respect to the Debtors' Stipulations and Releases. See Interim DIP Order ¶ 17.
Adequate Protection Bankruptcy Rule 4001(c)(1)(B)(ii)	As adequate protection, the Prepetition Secured Note Secured Parties shall be granted the following: (a) a valid, perfected replacement security interest in and lien on the DIP Collateral of the Debtors, subject to the Carve Out and DIP Liens (the "Adequate Protection Liens"); (b) the Prepetition Secured Note Agent, on behalf of the Prepetition Secured Note Parties, will be granted an allowed administrative expense claim against each Debtor on a joint and several basis, which shall (i) have recourse to and be payable from all prepetition and postpetition property of the Debtors and (ii) have priority over all other administrative claims in the Chapter 11 Cases (except as set forth herein), including all claims of the kind specified under sections 503(b) and 507(b) of the Bankruptcy Code, subject to the Carve Out (the "Adequate Protection Claims"); (c) payment of all accrued and unpaid interest on the Prepetition Secured Note Obligations under the Prepetition Secured Note Credit Agreement, if any; and (d) solely to the extent set forth in the Approved Budget, current cash payments to the Prepetition Secured Note Agent and Prepetition Secured Noteholders of all prepetition and postpetition accrued and unpaid fees and expenses, including professional fees and expenses, <i>provided</i> that such fees and expenses shall be payable in compliance with guidelines set forth in the Interim DIP Order (the "Adequate Protection Fees and Expenses", and, together with the foregoing clauses (a) – (c), the "Adequate Protection Obligations").
Affirmative Covenants Bankruptcy Rule 4001(c)(1)(B)	Upon entry of the Interim DIP Order and, upon the Debtors' entry into the DIP Loan Documents, as further documented therein, each DIP Loan Party shall covenant and agree that, until termination of the DIP Commitments and the indefeasible payment in full in cash of the DIP Obligations (other than continuing DIP Obligations with respect

	to indemnification), it shall be subject to affirmative covenants consistent with the Documentation Principles, including each of the following: (a) compliance with the DIP Milestones, (b) compliance with the Approved Budget and Variance Covenant, (c) comply with the Reporting Requirements set forth herein, (d) the advance delivery of all material pleadings, motions, and other material documents filed with the Bankruptcy Court on behalf of the Debtors in the Chapter 11 Cases to the DIP Agent and the DIP Lender Advisors, and the incorporation of any reasonable comments by the DIP Agent or the DIP Lender Advisors to such pleadings, in each case to the extent practicable, (e) consent over any new executive compensation, incentive, or retention plans and executive bonuses, incentive payments, and retention payments, (f) an obligation for the DIP Loan Parties to provide all reasonably requested information to assess and complete required filings with the Federal Energy Regulatory Commission under section 203 of the Federal Power Act, (g) attend update meetings and/or calls with the DIP Lenders and the DIP Lender Advisors no less frequently than weekly if requested, (h) make one or more members of the Debtors' senior management team available for discussions with the DIP Lenders on reasonable notice, (i) a requirement that all material settlements of litigation claims, governmental claims, trade claims, general unsecured claims, and judgments be in form and substance reasonably acceptable to the Required DIP Lenders, and (j) other customary affirmative covenants to be included in the DIP Loan Documents.
Negative Covenants Bankruptcy Rule 4001(c)(1)(B)	Upon entry of the Interim DIP Order and, upon the Debtors' entry into the DIP Loan Documents, as further documented therein, each DIP Loan Party shall covenant and agree that, until termination of the DIP Commitments and the indefeasible payment in full in cash of the DIP Obligations (other than continuing DIP Obligations with respect to indemnification), it shall be subject to negative covenants consistent with the Documentation Principles, including each of the following: Each DIP Loan Party will not, and shall cause its subsidiaries not to, directly or indirectly, do any of the following without the prior written consent of the Required DIP Lenders: (a) Indebtedness: Create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any new Indebtedness. (b) Liens: Create, incur, assume, or suffer to exist, directly or indirectly, any new Lien that is equal to or superior to the priority of any liens granted pursuant to the Interim DIP Order to or in favor of the DIP Lenders on or with respect to any property, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom. (c) Certain Transactions: Propose or support any chapter 11 plan, or any sale of all or a material portion of such DIP Loan Party's assets, which proposal, plan, or sale is not an Acceptable Plan or an Acceptable Sale, as applicable. (d) Assets: Convey, sell, lease, license, assign, transfer, or otherwise dispose of (or enter into an agreement to convey, sell, lease, license, assign, transfer, or

	otherwise dispose of) any asset or property, other than an Acceptable Sale. (e) Material Settlement: Enter into any material settlements of litigation claims, claims held by Governmental Authorities, trade claims, or judgments unless such settlement is in form and substance acceptable to the Required DIP Lenders. (f) Investment: Make any acquisition, advance, loan or any other new investment of any kind or nature. (g) Transactions with Affiliates: Enter into or permit to exist any transaction or arrangement with any Affiliate or make any payment or distribution to any Affiliate or insider (as such term is defined in the Bankruptcy Code), except as otherwise provided in an order of the Court approving the Debtors' Cash Management Motion. (h) Restricted Payments: Declare or make any dividend, distribution, redemption, repurchase or other payment in respect of equity interests, make any payment of principal, interest or other amount in respect of prepetition indebtedness (other than the DIP Loans or expressly specified in the Approved Budget. (i) Amendment: File, amend, modify, execute, or enter into a pleading seeking authority to execute, enter into, amend, or modify any material pleading, transaction document, or Definitive Document that is not in form and substance acceptable to the Required DIP Lenders; (j) Non-Participating ProjectCos: Enter into any settlement, compromise, or other resolution with any Non-Participating ProjectCos or any Non-Participating ProjectCos' Class A Member (other than the Backleverage Settlement) without the prior written consent of the Required DIP Lenders; (k) Additional Bankruptcy Matters: - o assert, join, support or prosecute any claim or cause of action against any of the DIP Lenders or the DIP Agent, unless such claim or cause of action is in connection with the enforcement of the Loan Documents against any of the DIP Agent or DIP Lenders; - o object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the DIP Agent or the DIP Lenders with respect to the DIP Collateral following the occurrence of an Event of Default; <u>provided</u>, that any DIP Loan Party may contest or dispute whether an Event of Default has occurred in accordance with the terms of the DIP Orders; - o execute, deliver, enter into or become bound by or subject to any agreement with a term longer than one (1) calendar quarter (including by automatic or voluntary election to extend the term by one or more successive terms or periods); - o file, amend, modify, execute, or enter into, or file a pleading seeking authority to execute, enter into, amend, or modify, any material pleading or transaction document that is not in form and substance acceptable to the Required DIP Lenders.
Events of Default Bankruptcy Rule 4001(c)(1)(B)	Upon entry of the Interim DIP Order and as further documented in the DIP Loan Documents, the following shall constitute events of default: (a) The failure to make any payments of principal, interest, fees, premiums or other amounts when such amounts are payable under the DIP Facility;

	(b) The failure to comply with the covenants in a material respect; (c) The failure of any Debtor to comply with the DIP Orders; (d) The failure of the Debtors to comply with the Variance Covenant; (e) The failure to meet any DIP Milestone; (f) (i) Entry of any order (A) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or (B) dismissing any of the Chapter 11 Cases (or any subsequent chapter 7 case), or (ii) the filing of any Debtor of a motion or other pleading seeking the entry of such an order; (g) Any Debtor's exclusive right to file and/or solicit acceptances of a chapter 11 plan under section 1121 of the Bankruptcy Code is terminated for any reason; (h) Any DIP Order is revoked, remanded, vacated, reversed, stayed, rescinded, or modified (other than modifications consented to by the Required DIP Lenders); (i) (i) The appointment of a trustee, responsible officer, examiner, or disinterested person with expanded powers relating to the operations or the business of any of the Debtors in the Chapter 11 Cases (having powers beyond those set forth in the Bankruptcy Code sections 1106(a)(3) and (4)) (other than a fee examiner under section 1104(c) of the Bankruptcy Code) or (ii) the filing of any Debtor of a motion or other pleading seeking the entry of such appointment; (j) Any administrative expense claim (other than the Carve Out) is allowed having priority over or ranking in parity with the rights of the DIP Agent or the DIP Lenders; (k) Any sale of any assets (other than the Excluded Assets) of any Debtor, other than a sale to any of the DIP Lenders or otherwise on terms and conditions acceptable to the Required DIP Lenders or an Acceptable Sale, the proceeds of which are used to repay in full in cash the DIP Obligations and the Prepetition Secured Note Obligations; (l) The payment of or granting adequate protection with respect to any of the existing secured debt of the Debtors, other than to the extent permitted under the DIP Orders and the Approved Budget; (m) The DIP Liens or DIP Superpriority Claims shall at any time cease to be valid, perfected, and enforceable in all respects with the priority described herein or any DIP Loan Documents shall be (or asserted in writing by any Debtor to be) invalid; (n) The Debtors propose, file, or support, or the Bankruptcy Court enters an order in the Bankruptcy Cases confirming, a chapter 11 plan that is not an Acceptable Plan, or the entry of an order approving a disclosure statement in support of a plan that is not an Acceptable Plan; (o) Any of the Debtors seek postpetition loans or other financial accommodations pursuant to 364(c) or (d) of the Bankruptcy Code (other than the DIP Facility or other loans permitted by the DIP Loan Documents) and such loans or financial accommodations do not pay the DIP Loans in full in cash (together with all accrued interest and the Exit Payment); (p) Any of the Debtors shall (i) assert that the DIP Liens, the DIP Superpriority Claims or the guarantees by the Guarantors of the DIP Obligations are invalid, or any such liens, claims or guarantees shall be invalidated (or if any assets or property purported to be included in the DIP Collateral or represented by the
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	Debtors to be part of the DIP Collateral is later determined not to form part of the DIP Collateral), or (ii) file or otherwise support any challenge or proceeding against any of the DIP Secured Parties, including with respect to any claim subject to the Debtors' Stipulations and Releases (as defined in the Interim DIP Order); (q) The granting of relief from the automatic stay by the Bankruptcy Court to any other creditor or party in interest in the Chapter 11 Cases that would permit actions that would have a material adverse effect on the Debtors or their estates or with respect to any portion of the DIP Collateral exceeding \$100,000 in value in the aggregate; (r) The allowance of any claim or claims under section 506(c) of the Bankruptcy Code or otherwise to surcharge any DIP Collateral; (s) Any of the DIP Secured Parties with respect to the DIP Collateral are subject to the equitable doctrine of marshaling; (t) A governmental unit (as defined in section 101(27) of the Bankruptcy Code) commences a litigation or proceeding asserting that a material liability of the Debtors is not dischargeable under section 1141 of the Bankruptcy Code; (u) Any of the DIP Orders, Interim Transaction Approval Order, Final Transaction Approval Order is amended or modified (or the Debtors seek to make any such amendment or modification or taking any other act in furtherance of the foregoing) without the consent of the Required DIP Lenders; (v) Any of the Debtors or their estates shall assert (or support any third party in asserting) any claim or cause of action against any of G-I, the Brookfield Facility Borrower, or any of their Affiliates and/or any assets of G-I, the Brookfield Facility Borrower, or any of their Affiliates; (w) [reserved]; and (x) Other customary events of default to be mutually agreed, which may be subject to customary grace periods and materiality.
Carve Out Bankruptcy Rule 4001(c)(1)(B)	The Approved Budget shall include customary carve out provisions with an aggregate post-carve out trigger amount equal to \$100,000.
Limitations on Use of Cash Collateral Bankruptcy Rule 4001(c)(1)(B)	The Debtors are authorized, as of the Interim Order Effective Date, to use all Cash Collateral of the Prepetition Secured Note Secured Parties and the DIP Secured Parties, but solely for the purposes and subject to the restrictions set forth in the Interim DIP Order, including the Carve Out, and in accordance with the Approved Budget (subject to the Permitted Variance), including, without limitation, to make payments to the Prepetition Secured Note Agent on account of the applicable Adequate Protection Obligations provided for in the Interim DIP Order and the DIP Documents, from the Interim Order Effective Date through and including the DIP Termination Date. Interim DIP Order ¶ 7.
506(c) Waiver Bankruptcy Rule 4001(c)(1)(B)(x)	Without limiting the scope or priority of the Carve Out, no costs or expenses of administration that have been or may be incurred in the Chapter 11 Cases or any Successor Cases at any time shall be charged against or recovered from any of (i) the DIP Secured Parties, their respective claims, or the DIP Collateral or (ii) subject to entry of the Final Order, the Prepetition Secured Note Secured Parties, their respective claims, or the Prepetition Secured Note Collateral, in each case pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity without the prior written consent of the DIP Agent (acting at the direction of the

	Required DIP Lenders) or the Prepetition Secured Note Agent (at the direction of the Prepetition Secured Noteholders), as applicable, and no such consent shall be implied from any other action, inaction or acquiescence by the DIP Agent, any DIP Lender, the Prepetition Secured Note Agent, or any Prepetition Secured Note Secured Party. See Interim DIP Order ¶ 18(a).
Liens on Causes of Action Bankruptcy Rule 4001 (c)(1)(B)(xi)	The DIP Collateral includes liens on Avoidance Actions. See Interim DIP Order, Annex I.
Indemnification Bankruptcy Rule 4001 (c)(1)(B)(ix)	Each of (a) the DIP Secured Parties and their Representatives and (b) the Prepetition Secured Note Secured Parties and their Representatives, respectively, have acted in good faith and without negligence, misconduct, or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the DIP Facility and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, respectively, any challenges or objections to the DIP Facility or the use of Cash Collateral, the DIP Documents, and all other documents related to and all transactions contemplated by the foregoing. Accordingly, without limitation to any other right to indemnification, each of the Prepetition Secured Note Secured Parties and the DIP Secured Parties shall be and hereby are indemnified (as applicable) as provided in the applicable Prepetition Secured Note Documents and DIP Documents, as applicable. The Debtors agree that no exception or defense in contract, law, or equity exists as of the date of the Interim DIP Order to any obligation set forth, as the case may be, in the Interim DIP Order, the DIP Documents, or the Prepetition Secured Note Documents to indemnify and/or hold harmless the DIP Agent, any other DIP Secured Party, the Prepetition Secured Note Agent, or any Prepetition Secured Note Secured Party, as the case may be, and any such defenses are hereby waived. See Interim DIP Order ¶ 27.
Automatic Stay Waiver/Modification Bankruptcy Rule 4001(c)(1)(B)(iii)	The automatic stay imposed by section 362(a) of the Bankruptcy Code is modified as necessary to permit: (a) the Debtors to grant the DIP Liens and the DIP Superpriority Claims, and to perform such acts as the DIP Secured Parties may reasonably request to assure the perfection and priority of the DIP Liens and the DIP Claims; (b) the Debtors to incur all liabilities and obligations, including all the DIP Obligations, to the DIP Lenders as contemplated under the Interim DIP Order and the DIP Loan Documents, and to perform under the DIP Loan Documents any and all other instruments, certificates, agreements, and documents that may be required, necessary or desirable for the performance by the applicable Debtors under the DIP Loan Documents and any transactions contemplated therein or in the Interim DIP Order; (c) the Debtors to pay all DIP Obligations and all other amounts referred to, required to be paid under, and in accordance with, the DIP Loan Documents and the Interim DIP Order, and the DIP Lenders to retain and apply payments made in accordance with the terms of the Interim DIP Order, the DIP Loan Documents; (d) the DIP Lenders to retain and apply payments made in accordance with the DIP Loan Documents and the Interim DIP Order; (e) subject to paragraph 15 of the Interim DIP Order, the DIP Lenders to exercise, upon the occurrence and during the continuance of any DIP Termination Event, all rights and remedies provided for in the Interim DIP Order or the DIP Loan Documents; and (f) the implementation of all of the terms, rights, benefits, privileges, remedies, and provisions of the Interim DIP Order and the DIP Loan Documents, without further notice, motion or application to, or order of the Court. See Interim DIP Order ¶ 16.

Waiver/Modification of Applicability of Non-Bankruptcy Law Relating to Perfection or Enforceability of Liens Bankruptcy Rule 4001(c)(1)(B)(vii)	The Interim DIP Order shall be sufficient and conclusive evidence of the attachment, validity, perfection, and priority of all liens and security interests granted in the DIP Orders, including the DIP Liens, without any further act and without the necessity of execution, filing, or recording any financing statement, mortgage, security agreement, pledge agreement, notice, or other instrument or document, or the registration of liens on any certificates of title, that may otherwise be required under the law or regulation of any jurisdiction, or the taking of any other action (including, without limitation, entering into any deposit account control agreement or other act to take possession or control of any DIP Collateral) to attach, validate, perfect or prioritize such liens and security interests, or to entitle the DIP Lenders to the priorities granted herein (each, a “ Perfection Act ”) (other than, to the extent applicable, any such filings required under applicable non-U.S. law to attach, validate, perfect or prioritize such liens).
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STATEMENT REGARDING SIGNIFICANT PROVISIONS

42. The Interim DIP Order contains the following provisions (the “**Significant Provisions**”) identified in section C, paragraph 8 of the Complex Case Procedures:

- a. ***Sale or Plan Confirmation Milestones.*** The DIP Term Sheet and the DIP Credit Agreement incorporate milestones with respect to the approval of the Backleverage Settlement, the approval of the Transition Procedures and the completion of the Transition, the approval of the Channel Partner Procedures, the approval and consummation of the Sale Transaction, the approval of the Disclosure Statement, and the confirmation of the Plan. *See* DIP Term Sheet, p. 6. These milestones were heavily negotiated and required by the DIP Lenders as a condition to providing the DIP Facility and to provide for the efficient administration of these chapter 11 cases given the Debtors’ strained liquidity position. The Debtors believe that the milestones offer sufficient time for the Debtors to effectively market their assets and complete the transactions contemplated in these chapter 11 cases, including the sale.
- b. ***Roll-Ups.*** The Debtors are seeking approval of a roll-up of prepetition debt upon entry of the Interim DIP Order. *See* DIP Term Sheet, pp. 1-2.
- c. ***Limitations on the Use of Cash Collateral.*** The Debtors are authorized, as of the Interim Order Effective Date, to use all Cash Collateral of the Prepetition Secured Note Secured Parties and the DIP Secured Parties, but solely for the purposes of, and subject to the restrictions set forth in, the Interim DIP Order, including the Carve Out, and in accordance with the Approved Budget (subject to the Permitted Variance). *See* Interim DIP Order ¶ 7.
- d. ***Liens on Avoidance Actions or Proceeds of Avoidance Actions.*** The DIP Collateral includes liens on Avoidance Actions. *See* Interim DIP Order, Annex I.

- e. ***Release of Claims Against Lender or Others.*** Each of the Debtors absolutely, unconditionally and irrevocably and forever releases, acquits, absolves, and discharges (i) each DIP Secured Party (solely in their capacity as such), (ii) each Prepetition Secured Note Secured Party (solely in their capacity as such) and, (iii) with respect to each of the foregoing (solely in their capacities as such), each of their respective Representatives (the persons and entities described in these clauses (i) through (iii), each a “***Released Party***”) and their respective property and assets from any and all acts and omissions of the Released Parties. *See* Interim DIP Order ¶ 20.
- f. ***Priming Liens.*** The DIP Liens shall prime all other prepetition liens, including the Convertible Secured Notes, except (1) the liens on the Owner 2 Collateral, (2) the liens on the Battery Collateral, (3) the liens of Wells Fargo Bank, N.A. on certain forklifts, (4) the liens of HYG Financial Services, Inc. on certain equipment, (5) the liens of List Government Receivables Fund, LLC on the equity of PosiGen Owner 3, LLC, (6) liens on any inventory that is subject to being reclaimed, and (7) purchase money security interests, if any (in each case ((1) through (7)), solely to the extent such liens are valid, perfected, and unavoidable liens as of the Petition Date) (such liens, the “***Excluded Liens***”). *See* Interim DIP Order ¶ 8.
- g. ***Default Provisions and Remedies.*** The DIP Loan Documents contain Event of Default provisions and will allow for remedies by the DIP Lenders following the occurrence of an Event of Default, subject to the Notice Period and, prior to the exercise or enforcement of certain rights, a Stay Relief Hearing (each as defined in the Interim DIP Order). *See* Interim DIP Order ¶ 15. The Events of Default (as defined in the DIP Loan Documents and Interim DIP Order), appropriately balance the DIP Lenders’ need for protection and the Debtors’ need for postpetition financing and continued use of Cash Collateral. *See* Interim DIP Order ¶ 14.
- h. ***DIP Documentation.*** Prior to the entry of the Interim DIP Order, the Debtors and the DIP Secured Parties agree to negotiate in good faith to evidence the terms of the DIP Credit Agreement and other DIP Loan Documents. DIP Term Sheet, p. 2.
- i. ***No Other Provisions That Limit the Ability of Estate Fiduciaries to Fulfill Their Duties.*** The DIP Credit Agreement, the DIP Term Sheet, and the Interim DIP Order do not include any provisions that limit the ability of estate fiduciaries to fulfil their duties.

43. In light of the foregoing, the Significant Provisions are appropriate under the facts and circumstances of these chapter 11 cases. Accordingly, the Significant Provisions should be approved to the extent the Court approves the DIP Facility.

**The Debtors Have a Need for
Debtor-In-Possession Financing and Use of Cash Collateral**

44. The Debtors, with the assistance of their advisors, analyzed potential liquidity needs and developed an estimated budget for a prospective chapter 11 process. Based on that analysis, the Debtors determined that they will require access to additional liquidity of up to approximately \$34 million to operate smoothly postpetition, satisfy ongoing obligations, confirm and consummate the Plan, and effectuate the Transition and the Sale Transaction. The Initial Budget reflects the Debtors' current projected cash need.

45. The proceeds of the DIP Facility and Cash Collateral are necessary for the Debtors to continue to operate during these chapter 11 cases and, if the DIP Facility is approved, will be used to make necessary capital expenditures, satisfy working capital and operational needs, fund the administrative costs of these chapter 11 cases, including the contemplated value-maximizing sale process and orderly wind-down of the Debtors' estates through the Plan. The DIP Facility also contemplates that the DIP Lenders will fund the Plan Trust Cash Contribution (which will be the source of recovery for general unsecured creditors).

46. The Debtors' estimated budget shows that the amount of the Project Proceeds DIP Loans is sufficient to fund these chapter 11 cases and the Debtors' operations through the Transition Effective Date. The New-Money DIP Loans would be issued on the Transition Effective Date and used to wind down the Debtors' operations, and pay remaining administrative expenses. Two million of the New-Money DIP Loans would be reserved for the Plan Trust Cash Contribution.

47. Without access to the DIP Facility and the ability to use Cash Collateral, the Debtors' continued efforts towards emergence thus far would be forced to cease and the Debtors would likely be forced to convert these chapter 11 cases to cases under chapter 7 of the Bankruptcy

Code, destroying the value of the Debtors' businesses and diminishing recoveries for all of their stakeholders.

Alternative Sources of Financing Are Not Available on Better Terms

48. The Debtors and their advisors reached out to potential financing sources to gauge their interest in providing the Debtors with debtor-in-possession financing prior to and after the Petition Date. No party expressed interest in providing debtor-in-possession financing.

49. Ultimately, given the lack of any alternative offers and the Debtors' need for financing, the Debtors, in their business judgment, determined that obtaining the DIP Facility from the DIP Lenders would be their best and only means to access liquidity to, among other things, fund working capital expenditures, pay employees, and pay the necessary costs to administer these chapter 11 cases and preserve the value of the Debtors' business. Under the circumstances, including the Debtors' need for liquidity to restructure their affairs, the terms of the proposed DIP Facility are the best terms for debtor-in-possession financing currently available to the Debtors.

50. Accordingly, approval of the DIP Facility (to the extent agreement is reached on the Approved Budget and other terms of the Backleverage Settlement) is in the best interests of the Debtors' estates.

BASIS FOR RELIEF

VI. The Backleverage Settlement Should Be Approved

A. The Backleverage Settlement is Fair, Reasonable and in the Best Interests of the Debtors' Estates

51. Bankruptcy Rule 9019(a) provides, in relevant part:

On motion by the [debtor in possession] and after notice and a hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the United States trustee . . . and indenture trustee as provided in Rule 2002 and to any other entity as the court may direct.

Fed. R. Bankr. P. 9019(a).

52. “To minimize litigation and expedite the administration of a bankruptcy estate, compromises are favored in bankruptcy.” *Myers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3d Cir. 1996) (internal quotations omitted) (citing 9 Collier on Bankruptcy ¶ 9019.03[1] (15th ed. 1993)). Settlements are considered a “normal part of the process of reorganization” and a “desirable and wise method[] of bringing to a close proceedings otherwise lengthy, complicated, and costly.” *Rivercity v. Herpel (In re Jackson Brewing Co.)*, 624 F.2d 599, 602 (5th Cir. 1980) (citations omitted) (decided under the Bankruptcy Act). Pursuant to Bankruptcy Rule 9019(a), a bankruptcy court may, after appropriate notice and a hearing, approve a compromise or settlement so long as the proposed settlement is fair, reasonable, and in the best interest of the estate. *See In re Age Ref. Inc.*, 801 F.3d 530, 540 (5th Cir. 2015). Ultimately, approval of a compromise is within the “sound discretion” of the bankruptcy court. *United States v. AWECO, Inc. (In re AWECO, Inc.)*, 725 F.2d 293, 298 (5th Cir. 1984); *see also Jackson Brewing Co.*, 624 F.2d at 602–03 (same).

53. Generally, the role of the bankruptcy court is not to decide the issues in dispute when evaluating a settlement. *Watts v. Williams*, 154 B.R. 56, 59 (S.D. Tex. 1993). Instead, the court should determine whether the settlement is, as a whole, fair and equitable. *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968). “Great judicial deference is given to the [debtor’s] exercise of business judgment.” *GBL Holding Co., Inc. v. Blackburn/Travis/Cole, Ltd. (In re State Park Bldg. Grp., Ltd.)*, 331 B.R. 251, 254 (Bankr. N.D. Tex. 2005) (citation omitted). “As long as [the decision] appears to enhance a debtor’s estate, court approval of a debtor-in-possession’s decision . . . should only be withheld if the debtor’s judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code.” *Richmond Leasing Co.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (citation omitted).

54. The Fifth Circuit has established a three-factor balancing test to analyze proposed settlements. The factors a court must consider in determining whether a compromise is “fair, equitable, and in the best interest of the estate” are: “(1) [t]he probability of success in litigating the claim subject to settlement, with due consideration for the uncertainty in fact and law; (2) [t]he complexity and likely duration of litigation and any attendant expense, inconvenience, and delay; and (3) [a]ll other factors bearing on the wisdom of the compromise.” *In re Roqumore*, 393 B.R. 474, 479 (Bankr. S.D. Tex. 2008) (citing the factors set forth by the court in *Jackson Brewing*); *see also Age Ref. Inc.*, 801 F.3d at 540 (same). Under the third factor, courts in this Circuit also consider “the paramount interest of creditors with proper deference to their reasonable views” and the “extent to which the settlement is truly the product of arms-length bargaining, and not of fraud or collusion.” *Conn. Gen. Life Ins. Co. v. United Cos. Fin. Corp. (Matter of Foster Mortg. Corp.)*, 68 F.3d 914, 917 (5th Cir. 1995).

55. The prospect of the Debtors’ ability to use their available cash without Bankruptcy Court approval of the Backleverage Settlement is subject to challenge. The Debtors assert that the cash they currently hold is unencumbered and property of the estate or that any sale of the Debtors’ interest in such cash or accounts is otherwise avoidable. The Debtors cannot discount the prospect of a significant adverse judgment, however, nor can the Debtors control the cost of defending against the complex claims asserted in the Adversary Proceeding. Only the Backleverage Settlement will be able to provide certainty. Crucially, the Backleverage Settlement will require Brookfield and the Participating ProjectCos to withdraw the Adversary Proceeding, the Brookfield Objection and Joinder, the Backleverage Objection, the Backleverage Joinder, and the objection filed by the Committee. The Backleverage Settlement will therefore provide certainty that is essential for the Debtors’ prosecution of these Chapter 11 Cases.

56. Litigating the Adversary Proceeding to judgment would require extensive discovery, legal briefing, witness preparation, and court hearings. It could cost hundreds of thousands, if not millions, of dollars the Debtors do not have. The litigation would also require the focus of the Debtors' management and legal team, which is focused on quickly confirming and consummating the Plan and emerging from chapter 11. The time and resources necessary for the Adversary Proceeding would detract from the limited resources the Debtors have and that are necessary for the Debtors' successful emergence.

57. Finally, approval and implementation of the Backleverage Settlement is in the best interests of all creditors and essential to maximizing the value of the Debtors' estates. The Backleverage Settlement integrates the transactions that will allow the Debtors to successfully emerge from these chapter 11 cases, including the (i) the DIP Facility, (ii) the Sale Transaction, and (iii) the Transition. Without approval of the Backleverage Settlement these transactions will not be consummated, seriously hindering the Debtors' ability to emerge. Ultimately, the Backleverage Settlement will provide all stakeholders with certainty regarding the resolution of the disputes between the Debtors and the DIP Lenders. The Backleverage Settlement will obviate the need for further litigation and its associated costs for the Debtors and any other parties in interest. Further, implementation of the Backleverage Settlement will ensure that the creditors will get timely distributions that will not be dependent on potentially large contingent claims.

VII. Marketing the Sale Transaction and Implementing the Transition Procedures and Channel Partner Procedures Are Sound Exercises of the Debtors' Business Judgment and Should Be Approved

58. Section 363(b) of the Bankruptcy Code provides that "[t]he [debtor-in-possession], after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Marketing the Sale Transaction (and consummating the Sale Transaction upon entry of the Final Transaction Approval Orders) and implementing the

Transition Procedures and the Channel Partner Settlement Procedures constitutes a use of estate property and is a key element of the Debtors' global Settlement with Brookfield, the Participating ProjectCos, and G-I. Approval and consummation of any of these elements without the others will not allow the Debtors to emerge from these chapter 11 cases on their proposed timeline. The Debtors have exercised sound business judgment in agreeing to the terms of the Sale Transaction, the Transition Procedures, and the Channel Partner Settlement Procedures, in each case as part of the Backleverage Settlement, and each of the foregoing should be approved under section 363(b).

59. A debtor may use or sell estate property outside the ordinary course of business under section 363(b) if there is a good business reason for doing so. *See, e.g., In re ASARCO, L.L.C.*, 650 F.3d 593, 601 (5th Cir. 2011) (“[F]or the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors, and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.”) (quoting *In re Cont'l Air Lines, Inc.*, 780 F.3d 1223, 1226 (5th Cir. 1986)). “Great judicial deference is given to the [debtor in possession’s] exercise of business judgment” regarding the sale [or use] of estate property. *GBL Holding Co. v. Blackburn/Travis/Cole, Ltd.*, 331 B.R. 251, 254 (Bankr. N.D. Tex. 2005). Once a debtor articulates a valid business justification, then the burden of rebutting the “strong presumption . . . that the agreement at issue was negotiated in good faith and in the best interests of the estate” falls to parties opposing the transaction. *In re Filene’s Basement*, No. 11-13511, 2014 WL 1713416, at *12 (Bankr. D. Del. Apr. 29, 2014); *see In re Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992), *appeal dismissed*, 3 F.3d 49 (2d Cir. 1993). If a debtor satisfies the business judgment rule, the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

60. “Great judicial deference is given to the [debtor’s] exercise of business judgment.” *GBL Holding Co., Inc. v. Blackburn/Travis/Cole, Ltd. (In re State Park Bldg. Grp., Ltd.)*, 331 B.R. 251, 254 (Bankr. N.D. Tex. 2005) (citation omitted). “As long as [the decision] appears to enhance a debtor’s estate, court approval of a debtor-in-possession’s decision . . . should only be withheld if the debtor’s judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code.” *Richmond Leasing Co.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (citation omitted).

61. Marketing the Sale Transaction and implementing the Transition Procedures and the Channel Partner Settlement Procedures are sound exercises of the Debtors’ business judgment for several reasons. **First**, the Debtors believe the DIP Credit Bid will allow them to realize the highest and best value for the Sale Assets if no higher or otherwise better offer that would pay off the DIP Facility in full is made. Selling the Sale Assets to one purchaser, rather than through piecemeal sales, will maximize the proceeds of the Sale Transaction, particularly when the Sale Transaction is considered together with the Transition and the Channel Partner Settlements. Taken together, the Sale Transaction, the Transition, and the Channel Partner Settlements will enable the Debtors to transition their business to a third party in an orderly manner that preserves continuity of service for customers. **Second**, the Sale Transaction will allow the debtors to repay the DIP Obligations, either through consummation of the Sale Transaction in accordance with the DIP Credit Bid or, if the DIP Lenders are not the highest or otherwise best bidders, in cash. **Third**, the Sale Notice provides adequate disclosure of the terms of the Sale Transaction, including a description of the Sale Assets and the DIP Credit Bid, as well as the deadline for objecting to the Sale Transaction and the time and date of the Final Hearing. The Sale Notice will be filed on the docket, published in a publication with national distribution, and served on the Notice Parties and

the Debtors' 100 largest creditors, and the Debtors submit that no other or further notice is required under the circumstances.

62. **Fourth**, the Debtors have worked closely with Omnidian for several months and believe the Transition Procedures are reasonable. **Finally**, the Debtors believe the Channel Partner Settlement Procedures will enable the parties with the biggest stake in the outcome of the settlements, namely, the Participating ProjectCos and Brookfield, to negotiate those settlements. Moreover, the Non-Debtor Settlement Requirements ensure that the Debtors' rights and interests in connection with the Channel Partner Settlements are protected.

63. Approval of the Sale Notice enabling the Debtors to market the Sale Transaction, the Transition Procedures, and the Channel Partner Settlement Procedures is critical to the Debtors' path toward emerging from these chapter 11 cases. The Debtors have exercised sound business judgment in agreeing to these elements of the global Backleverage Settlement and the Court should approve each of them.

VIII. The Debtors Will Demonstrate That the Sale Assets Should Be Sold Free and Clear of Liens and Other Interests Under Section 363(f) of the Bankruptcy Code.

64. The Debtors propose to sell the Sale Assets free and clear of any liens and other interests, subject to entry of the Final Transaction Approval Orders. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party's interest in the property if: (a) applicable nonbankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is the subject of a *bona fide* dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. See 11 U.S.C. § 363(f).

65. Section 363(f) of the Bankruptcy Code is drafted in the disjunctive. Satisfaction of *any* of the requirements enumerated therein will suffice to warrant the sale of the applicable property free and clear of all interests (*i.e.*, all liens, claims, rights, interests, charges, or encumbrances), except with respect to any interests that may be assumed under the applicable agreement. *See In re C-Power Prods., Inc.*, 230 B.R. 800, 803 (Bankr. N.D. Tex. 1998); *In re Nature Leisure Times, LLC*, No. 06-41357, 2007 Bankr. LEXIS 4333, at *7 (Bankr. E.D. Tex. Dec. 19, 2007). Here, by statute, any liens will attach to the proceeds of the sale. Moreover, any such statutory liens fall squarely within section 363(f)(5), under which it is well-established that assets may be sold free and clear of statutory liens. *See, e.g., In re AG Van Metre, Jr. Inc.*, 155 B.R. 118 (Bankr. E.D. Va. 1993), *aff'd without opinion*, 16 F.3d 414 (4th Cir. 1994) (“It would be illogical to require full satisfaction of statutory tax liens as a condition to the approval of sale pursuant to § 363(f)(3) (sic) when § 724(b) explicitly provides otherwise.

66. The Debtors will submit evidence supporting the request for authority to sell the Sale Assets to the Purchaser free and clear of all liens, claims, rights, interests, charges, and encumbrances prior to the Final Hearing.

IX. The Debtors Will Demonstrate That the Purchasers are Good-Faith Purchasers and Entitled to the Full Protection of Section 363(m) of the Bankruptcy Code.

67. Section 363(m) of the Bankruptcy Code provides that “[t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith[.]” 11 U.S.C. § 363(m). Although “[t]he Bankruptcy Code does not explicitly define ‘good faith,’” the Fifth Circuit has stated that a good faith purchaser is one who (a) “purchases the assets for value, in good faith, and without notice of adverse claims” and (b) “one who does not engage in ‘misconduct’ including,” among other things,

“fraud, collusion between the purchaser and other bidders, or an attempt to take grossly unfair advantage of other bidders.” *SR Construction, Inc. v. Hall Palm Springs, L.L.C. (In re Palm Springs II, L.L.C.)*, 65 F.4th 752, 759 (5th Cir. 2023) (quoting *In re TMT Procurement Corp.*, 764 F.3d 512, 521 (5th Cir. 2014)). “Typically, the misconduct that would destroy a purchaser’s good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” *In re Abbotts Dairies of Pa.*, 788 F.2d 143, 147 (3d Cir. 1986).

68. The Debtors will submit evidence demonstrating that the Purchasers are acting as *bona fide* purchasers with respect to the Sale Transaction prior to the Final Hearing. The Debtors will disclosed the terms of the Sale Transaction, as well as any Purchaser’s affiliations with the Debtors. The Sale Transaction will be negotiated in good faith and at arm’s length among sophisticated commercial counterparties represented by counsel. The Debtors have a broad fiduciary out and the right to solicit offers for and consummate the Sale Transaction with other bidders.

X. The Debtors Should Be Authorized to Obtain Postpetition Financing on a Senior Secured and Superpriority Basis

A. The Debtors Exercised Sound and Reasonable Business Judgment in Deciding to Enter into the DIP Facility

69. The Court should authorize the Debtors, as an exercise of their sound business judgment, to obtain the DIP Facility and continue using Cash Collateral on the terms set forth in the DIP Term Sheet and the DIP Credit Agreement. Courts grant considerable deference to a debtor’s business judgment in obtaining postpetition secured credit. *See, e.g., In re EXCO Res., Inc.*, No. 18-30155 (D.I. 97) (Bankr. S.D. Tex. Jan. 18, 2019) (order approving postpetition financing as exercise of debtors’ business judgment); *In re N. Bay Gen. Hosp., Inc.*, No. 08-20368 (Bankr. S.D. Tex. July 11, 2008) (order approving postpetition financing as exercise of debtors’

business judgment); *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) (“[C]ases consistently reflect that the court’s discretion under section 364 is to be utilized on grounds that permit reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party-in-interest.”).

70. To determine whether the business judgment standard is met, a court need only “examine whether a reasonable business person would make a similar decision under similar circumstances.” *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006). The Debtors’ determination to move forward with the DIP Facility is a sound exercise of their business judgment following a thorough process and careful evaluation of alternatives. The proposed DIP Facility is the only option available to the Debtors under the circumstances. The proceeds of the DIP Facility will be used to fund the Debtors’ business during these chapter 11 cases and the administration of these chapter 11 cases, including a competitive sale process. The DIP Facility also contemplates that the DIP Lenders will fund recoveries to general unsecured creditors through the Plan Trust Cash Contribution. The Debtors have negotiated the DIP Facility with the DIP Lenders in good faith, at arms’ length, and with the assistance of their advisors, and the Debtors believe that the DIP Facility is the best financing available to them. Accordingly, subject to agreement on the Backleverage Settlement, including the proposed Approved Budget, the Court should authorize the Debtors’ entry into the DIP Loan Documents as a reasonable exercise of the Debtors’ business judgment.

B. The Debtors Meet the Conditions Necessary under Section 364(c) and (d) of the Bankruptcy Code to Obtain Postpetition Financing on a Senior Secured and Superpriority Basis

71. The Debtors propose to obtain financing under the DIP Facility by providing the DIP Lenders with superpriority claims and liens pursuant to section 364(c) of the Bankruptcy

Code. Specifically, the Debtors propose to provide to the DIP Lenders first priority liens on substantially all of the Debtors' assets and administrative expense claims in these chapter 11 cases with priority over all other claims, subject in each case only to the Excluded Assets and the Carve Out. The proposed DIP Facility contemplates consensual priming of the liens and claims of Brookfield and the Secured Noteholders, and the DIP Liens will be junior to the Excluded Liens.

72. The Debtors meet the requirements for relief under section 364(c) of the Bankruptcy Code, which permits a debtor, with court authorization, to obtain postpetition financing and, in return, to grant superpriority administrative status and liens on its property. Section 364(c) of the Bankruptcy Code provides that:

If the trustee is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt—

- (a) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title;
- (b) secured by a lien on property of the estate that is not otherwise subject to a lien; or
- (c) secured by a junior lien on property of the estate that is subject to a lien.

11 U.S.C. § 364(c). Courts have articulated a three-part test to determine whether a debtor is entitled to financing pursuant to section 364(c) of the Bankruptcy Code. Specifically, courts consider whether: (a) unencumbered credit or alternative financing without superpriority status is available to the debtor; (b) the credit transactions are necessary to preserve assets of the estate; and (c) the terms of the credit agreement are fair, reasonable, and adequate. *See, e.g., In re L. A. Dodgers LLC*, 457 B.R. 308, 312 (Bankr. D. Del. 2011); *In re Aqua Assoc.*, 123 B.R. 192, 195-99 (Bankr. E.D. Pa. 1991); *In re St. Mary Hosp.*, 86 B.R. 393, 401-02 (Bankr. E.D. Pa. 1988); *In re Crouse Grp., Inc.*, 71 B.R. 544, 549-51 (Bankr. E.D. Pa. 1987); *See also In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 37-40 (Bankr. S.D.N.Y. 1990).

73. Further, the Debtors meet the requirements for relief under section 364(d) of the Bankruptcy Code, which permits a debtor, with Court authorization, to obtain postpetition financing secured by liens that are senior to prepetition liens. Section 364(d) of the Bankruptcy Code provides as follows:

- (a) The court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if:
 - (i) the trustee is unable to obtain such credit otherwise;
 - and
 - (ii) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.
- (b) In any hearing under this subsection, the trustee has the burden of proof on the issue of adequate protection.

11 U.S.C. § 364(d). Accordingly, the Debtors may incur “priming” liens under the DIP Facility if either (a) the Prepetition Secured Note Parties have consented or (b) the Prepetition Secured Note Parties’ interests in collateral are adequately protected.

74. No party that the Debtors’ advisors contacted was interested in providing, or willing to provide, postpetition financing to the Debtors on an unsecured basis, or even on a junior secured basis. Additionally, the Debtors, the DIP Lenders, and the Prepetition Secured Note Parties heavily negotiated the Adequate Protection Obligations and access to Cash Collateral, all as more fully set forth in the DIP Term Sheet, the DIP Credit Agreement, and the Interim DIP Order. The DIP Facility is necessary to preserve assets of the Debtors’ estates. The Debtors require access to the DIP Facility to fund operations and pay the administrative costs of these chapter 11 cases. Absent this funding, the Debtors will not be able to sustain operations while the chapter 11 cases are pending, and the value of their estates would be significantly impaired.

75. Finally, the terms of the DIP Loan Documents are fair, reasonable, and adequate. The liquidity provided by the Project Proceeds DIP Loans pursuant to both the DIP Facility and

the Backleverage Settlement is necessary to ensure adequate working capital and funding for other administrative expenses associated with these chapter 11 cases. The proceeds of the New-Money DIP Loans will be used to execute an orderly wind-down of the estates following the Sale Transaction and fund the Plan Trust Cash Contribution. Failure to see these transactions through would decimate any value left in the Debtors' estates.

76. Similarly, the DIP Facility would prime only those prepetition secured liens with respect to which the relevant lienholders consent to such priming and would be junior to the Excluded Liens. The Debtors only seek to obtain postpetition financing in an amount adequate to ensure their restructuring efforts were not in vain and have negotiated reasonable terms with the DIP Lenders in order to avoid unnecessary conflict with their secured creditors.

77. In light of these circumstances, the DIP Facility is appropriate and the relief requested pursuant to sections 364(c) and 364(d)(1) of the Bankruptcy Code is warranted.

C. The Debtors Are Unable to Obtain Financing on More Favorable Terms than the DIP Facility

78. A debtor need only demonstrate “by a good faith effort that credit was not available without” the protections afforded to potential lenders by section 364(c) or 364(d) of the Bankruptcy Code. *In re Snowshoe Co., Inc.*, 789 F.2d 1085, 1088 (4th Cir. 1986) (“The statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable.”); *Pearl-Phil GMT (Far E.) Ltd. v. Caldor Corp.*, 266 B.R. 575, 584 (S.D.N.Y. 2001) (holding that superpriority administrative expenses were authorized where debtor could not obtain credit as an administrative expense); *In re Ames Dep’t Stores, Inc.*, 115 B.R. at 40 (approving financing facility and holding that debtor made reasonable efforts to satisfy the standards of section 364(c) to obtain less onerous terms where debtor approached four lending institutions, was rejected by two, and selected the least onerous financing option from the remaining two lenders). This is

especially true where time is of the essence. *See In re Reading Tube Indus.*, 72 B.R. 329, 332 (Bankr. E.D. Pa. 1987).

79. Moreover, in circumstances where only a few lenders likely can or will extend the necessary credit to a debtor on an unsecured or administrative priority basis, “it would be unrealistic and unnecessary to require [the debtor] to conduct such an exhaustive search for financing.” *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988); *see also Snowshoe*, 789 F.2d at 1088 (demonstrating that credit was unavailable absent the senior lien by establishment of unsuccessful contact with other financial institutions in the geographic area); *In re Stanley Hotel, Inc.*, 15 B.R. 660, 663 (D. Colo. 1981) (holding that bankruptcy court’s finding that two national banks refused to grant unsecured loans was sufficient to support conclusion that the requirements of section 364 of the Bankruptcy Code were met); *Ames Dep’t Stores*, 115 B.R. at 37-39 (stating that a debtor must show that it made reasonable efforts to seek other sources of financing under section 364(a) and (b) of the Bankruptcy Code).

80. Given the active and threatened litigation against the Debtors, as well as the questions surrounding the Debtors’ cash position created by the Adversary Proceeding and objections to the Cash Management Motion, no party expressed interest in providing debtor-in-possession financing. The Debtors are facing significant liquidity constraints and any DIP lender would have to compete with the Debtors’ several prepetition secured funded debt obligations. The DIP Lenders ultimately presented the Debtors with the only opportunity to receive post-petition financing, as the proposed DIP Facility is premised on Brookfield and the Secured Noteholders consenting to the priming liens and Brookfield taking junior liens on the other collateral that was pledged prepetition.

81. The proposed DIP Facility is the product of arms' length negotiations and careful evaluation by the Debtors and their advisors, including negotiations after the Petition Date. The Debtors ultimately decided that obtaining the proposed DIP Facility was an appropriate step given that the DIP Facility (i) is necessary for the Debtors to be able to fund their operations and pay the expenses of these chapter 11 cases, (ii) will provide the Debtors with needed liquidity, (iii) will allow the Debtors to conduct a sale process in which the DIP Lenders will incentivize competitive bidding through the DIP Credit Bid, (iv) will allow the Debtors to implement the Transition as seamlessly as possible, and (v) is intended to provide for the wind-down of the Debtors' remaining estates pursuant to an orderly process in accordance with the Plan. The DIP Facility also provides a source of recovery to general unsecured creditors by funding the Plan Trust Cash Contribution.

82. Ultimately, the Debtors and their advisors determined that the DIP Facility is appropriate and in the Debtors' best interests under the circumstances. The liquidity that would be provided by the Project Proceeds DIP Loans is needed during the interim period to ensure adequate working capital and funding for other administrative expenses associated with these chapter 11 cases and implement the Transition Procedures. The proceeds of the New-Money DIP Loans will be used to execute an orderly wind-down of the estates following the Sale Transaction. Absent the DIP Facility, the Debtors would not be able to sustain operations while these chapter 11 cases are pending, and the value of their estates would be significantly impaired. In light of the above, the Debtors and their advisors determined that entry into the DIP Facility was the best path available and they have obtained the best terms currently achievable under the circumstances.

D. The Debtors' Proposed Adequate Protection is Sufficient and Appropriate

83. Section 363(e) of the Bankruptcy Code provides that "on request of an entity that has an interest in property . . . to be used, sold or leased, by the trustee, the court . . . shall prohibit or condition such use, sale or lease as is necessary to provide adequate protection of such interest."

11 U.S.C. § 363(e). Further, section 362(d)(1) of the Bankruptcy Code provides for adequate protection of interests in property due to the imposition of the automatic stay. *See* 11 U.S.C. § 362(d)(1); *see also In re Cont'l Airlines*, 91 F.3d 553, 556 (3d Cir. 1996).

84. Although the Bankruptcy Code does not define “adequate protection,” section 361 of the Bankruptcy Code delineates a non-exhaustive list of the available types of adequate protection, which include periodic cash payments, additional liens, replacement liens, and the “indubitable equivalent of such entity’s interest in such property.” 11 U.S.C. § 361. The focus of the requirement is to protect a secured creditor from the diminution in the value of its interest in the particular collateral during the period of use. *See In re Swedeland Dev. Grp., Inc.*, 16 F.3d 552, 564 (3d Cir. 1994) (“The whole purpose of adequate protection for a creditor is to insure that the creditor receives the value for which he bargained prebankruptcy.”) (internal citations omitted). When priming of liens is sought under section 364(d) of the Bankruptcy Code, the courts also examine whether the prepetition secured creditors are being provided adequate protection for the value of their liens. *See In re Utah 7000, LLC*, No. 08-21869, 2008 Bankr. LEXIS, at *10 (Bankr. D. Utah July 3, 2008); *In re Beker Indus. Corp.*, 58 B.R. 725, 737 (Bankr. S.D.N.Y. 1986).

85. The Debtors propose to provide a variety of forms of adequate protection to protect the interests of the Prepetition Secured Note Parties in the Debtors’ property from any diminution in value of the Prepetition Secured Note Collateral (including Cash Collateral) resulting from the use of the Cash Collateral by the Debtors and the imposition of the automatic stay, subject, in each case, DIP Liens and the Carve Out. The Prepetition Secured Note Parties would receive adequate protection in the form of (i) the Adequate Protection Liens, (ii) the Adequate Protection Claims, and (iii) the Adequate Protection Fees and Expenses. Interim DIP Order ¶ 10. This adequate

protection package was negotiated in good faith by the Debtors, the DIP Lenders, and the Prepetition Secured Note Parties.

86. The proposed adequate protection will not harm or otherwise prejudice other stakeholders. The proposed DIP Facility is premised on Brookfield and the Secured Noteholders consenting to priming of their liens and claims, and the Adequate Protection Liens will be junior to the Excluded Liens, such that priming will be fully consensual.

E. The DIP Facility Is Necessary to Preserve the Value of the Debtors' Estates

87. The Debtors, as debtors in possession, have a fiduciary duty to protect and maximize their estates' assets. *See In re Mushroom Transp. Co.*, 382 F.3d 325, 339 (3d Cir. 2004). The Debtors' access to postpetition financing during the interim period is essential to their ability to effectively carry out that duty. Moreover, the Debtors are requesting relief on an emergency basis given the immediate and irreparable harm they will potentially suffer if they are denied the ability to obtain postpetition financing and use of Cash Collateral, which is necessary to preserve the Debtors' ongoing business operations and preserve value for all stakeholders.

88. The DIP Facility will permit the Debtors to preserve the value of their estates, satisfy working capital and operational needs, administer these chapter 11 cases, conduct the sale process, and provide recoveries to general unsecured creditors. The Debtors need access to the Project Proceeds DIP Loans during the Interim Period to operate their business postpetition, fund these chapter 11 cases, and implement the Transaction Procedures. The Debtors forecast that they will be unable to generate sufficient levels of operating cash flows in the ordinary course of business to cover either their operating costs or the projected restructuring costs during these chapter 11 cases without the DIP Facility. Among other things, without the Project Proceeds DIP Loans, the Debtors will not be able to make certain critical payments contemplated by the Debtors' first day motions, including payments to employees, which will cause immediate and irreparable

harm. Moreover, the DIP Facility is an integral part of the Backleverage Settlement and the transactions contemplated thereby, which will enable the Debtors to emerge from chapter 11.

89. Accordingly, the relief requested herein is necessary to preserve the value of the Debtors' businesses, and is in the best interests of the Debtors, their estates, and their creditors.

F. The Debtors Should Be Authorized to Pay the Interest and Fees Required by the DIP Lenders under the DIP Loan Documents

90. In considering whether the terms of postpetition financing are fair and reasonable, courts consider the terms in light of the relative circumstances of both the debtor and the potential lender. *See In re Farmland Indus., Inc.*, 294 B.R. 855, 886 (Bankr. W.D. Mo. 2003); *see also Unsecured Creditors' Comm. Mobil Oil Corp. v. First Nat'l Bank & Trust Co. (In re Ellingsen MacLean Oil Co.)*, 65 B.R. 358, 365 (W.D. Mich. 1986) (recognizing a debtor may have to enter into a "hard" bargain to acquire funds). The appropriateness of a proposed financing facility should also be considered in light of current market conditions. *See Transcript of Record* at 740:4-6, *In re Lyondell Chem. Co.*, No. 09-10023 (REG) (Bankr. S.D.N.Y. Feb. 27, 2009) ("[B]y reason of present market conditions, as disappointing as the [debtor-in-possession financing] pricing terms are, I find the provisions [of the financing] reasonable here and now.").

91. The DIP Loan Documents contemplate the Debtors' payment, subject to Court approval, of certain interest and fees to the DIP Lenders, including:

- **Interest Rate:** 15% payment-in-kind ("PIK"), plus 2% default.
- **Funding Payment:** 7.5% PIK.
- **Exit Payment:** 7.5% cash; *provided* that, upon satisfaction of the DIP Loans in respect of the DIP Credit Bid, the Exit Payment shall be included in the DIP Credit Bid.

92. The fees owed under the DIP Facility are the product of extensive negotiations between the Debtors and the DIP Lenders, are integral components of the overall terms of the DIP Facility, and were required by the DIP Lenders as consideration for the extension of postpetition

financing. Accordingly, the Court should authorize the Debtors to pay the fees provided under the DIP Loan Documents in connection with approving the DIP Facility.

G. The Roll-Up of Brookfield’s Secured Bridge Facility is Appropriate

93. The proposed roll-up of obligations under the Secured Bridge Facility owed to Brookfield is justified under the circumstances and should be approved. Inclusion of the roll-up was the subject of extensive good-faith, arms’-length negotiations between the Debtors and Brookfield, and was a necessary condition for, among other things, Brookfield having funded the Bridge Loans and agreeing to fund a significant new money loan under the DIP Facility. Without the roll-up, Brookfield would not agree to participate in the DIP Facility.

94. Further, the obligations under the Secured Bridge Facility that are being “rolled up” are currently secured by first-priority liens on substantially all of the Debtors’ assets. Following the roll-up, such obligations will be secured by DIP Liens on substantially the same assets. Given these circumstances, in the context of the negotiations regarding the terms of the DIP Facility and the necessity of that financing to the Debtors and their stakeholders, the Debtors submit that the roll-up is appropriate under the circumstances and should be approved.

XI. The DIP Lenders Should Be Afforded Good-Faith Protection Under Section 364(e) of the Bankruptcy Code.

95. Section 364(e) of the Bankruptcy Code protects a good-faith lender’s right to collect on loans extended to a debtor, and its right in any lien securing those loans, even if the authority of the debtor to obtain such loans or grant such liens is later reversed or modified on appeal. Section 364(e) of the Bankruptcy Code provides that:

The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such

authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

96. The DIP Facility is the result of (i) the Debtors' reasonable and informed determination that the DIP Lenders offered the most favorable terms on which to obtain vital postpetition financing and (ii) extensive arm's-length, good-faith negotiations by the Debtors with the DIP Lenders. The terms and conditions of the DIP Facility are reasonable and appropriate under the circumstances, and the proceeds of the DIP Facility will be used only for purposes that are permissible under the Bankruptcy Code. Accordingly, the Court should find that the obligations arising under the DIP Facility and other financial accommodations made to the Debtors will have been extended by the DIP Lenders in "good faith" within the meaning of section 364(e) of the Bankruptcy Code and that the DIP Loan Parties are therefore entitled to all of the protections afforded thereby.

XII. The Automatic Stay Should Be Modified on a Limited Basis

97. The Interim DIP Order provides that the automatic stay provisions of section 362 of the Bankruptcy Code will be modified to allow the DIP Lenders to file any financing statements, security agreements, notices of liens, and other similar instruments and documents to validate and perfect the liens and security interests granted to them under the DIP Orders. The proposed Interim DIP Order further provides that the automatic stay is modified to the extent necessary to implement and effectuate the terms of the Interim DIP Order, including to grant the DIP Liens and DIP Claims, and to exercise, upon the occurrence and during the continuance of any DIP Termination Event, rights and remedies under, and subject to the terms of, the Interim DIP Order.

98. Stay modifications of this kind are ordinary and standard features of debtor-in-possession financing arrangements, and, in the Debtors' business judgment, are reasonable and fair under the circumstances of these chapter 11 cases.

XIII. The Debtors Require Immediate Access to the Project Proceeds DIP Loans and Cash Collateral

99. Bankruptcy Rule 4001(b) provides that a final hearing on a motion to obtain credit pursuant to section 364 of the Bankruptcy Code may not be commenced earlier than 14 days after the service of such motion. Upon request, however, the court is authorized to conduct an interim emergency hearing on the motion at which it may authorize a debtor to use obtain credit to the extent necessary to avoid immediate and irreparable harm to a debtor's estate pending a final hearing. *See* Fed. R. Bankr. P. 4001(c)(2).

100. The Debtors require immediate access to the Project Proceeds DIP Loans and Cash Collateral to ensure the continued operation of the Debtors' business activities pending entry of the Final Transaction Approval Orders. Absent the Project Proceeds DIP Loans, the Debtors will not have sufficient working capital to (a) make the critical payments contemplated by the Debtors' first day motions, (b) satisfy operating costs, (c) fund the administrative costs of these chapter 11 cases, and (d) implement the Transition Procedures, and the Debtors would presumably have no choice but to almost immediately shut down their operations and liquidate.

101. The Debtors therefore request an emergency hearing to consider the Motion and entry of the Interim DIP Order on an interim basis pursuant to section 364 of the Bankruptcy Code and Bankruptcy Rule 4001(c).

REQUEST FOR FINAL HEARING

102. Pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), the Debtors request that the Court set schedule the Final Hearing for January 16, 2026, or as soon thereafter as the Court's calendar permits, and fix the time and date prior to the Final Hearing for parties to file objections to this Motion.

EMERGENCY CONSIDERATION

103. The Debtors request emergency consideration of this Motion. The Debtors are working diligently with their advisors and other parties-in-interest to consummate a chapter 11 plan as quickly and efficiently as possible. Approval of the Backleverage Settlement, the Transition Procedures, the Channel Partner Settlement Procedures, the Sale Notice, and the DIP Facility is critical to the viability of the Debtors' operations and essential to prevent loss of value of the Debtors' estates, and any delay in granting the relief requested could jeopardize the Debtors' ability to restructure. The Debtors have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 4001 and request that the Court approve the relief requested in this Motion on an emergency basis in order to preserve the ongoing value of the Debtors' estates.

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

104. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

NOTICE

105. The Debtors will provide notice of this Motion to: (a) the U.S. Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the United States Attorney's Office for the Southern District of Texas; (d) the state attorneys general for the states in which the Debtors operate; (e) the Internal Revenue Service; (f) the indenture trustees, administrative agents, and collateral agents in respect of: (i) the Secured Convertible Notes; (ii) the Battery Revolving Credit Facility; (iii) the Promissory Note; (iv) the June Bridge Loan Facility; (v) the July Bridge Loan Facility; (vi) the Unsecured Convertible Notes; (vii) the Backleverage Facility; (viii) the CGB 2L Facility; (ix) the DCGB 3L Facility; and (g) any

party that has requested notice pursuant to Bankruptcy Rule 2002 and Bankruptcy Local Rule 9013-1(d) (the foregoing parties, the “**Notice Parties**”). In light of the nature of the relief requested, no other or further notice need be provided.

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The Debtors respectfully request that the Court enter the Interim and Final Transaction Approval Orders, granting the relief requested in this Motion and such other and further relief as the Court deems appropriate under the circumstances.

Dated: December 24, 2025
Houston, Texas

/s/ Charles R. Koster

WHITE & CASE LLP

Charles R. Koster (Texas Bar No. 24128278)
609 Main Street, Suite 2900
Houston, Texas 77002
Telephone: (713) 496-9700
Email: charles.koster@whitecase.com

WHITE & CASE LLP

Thomas E Lauria (Texas Bar No. 11998025)
Michael C. Shepherd (admitted *pro hac vice*)
Fan B. He (admitted *pro hac vice*)
Andrea Kropp (admitted *pro hac vice*)
Southeast Financial Center
200 South Biscayne Boulevard, Suite 4900
Miami, Florida 33131
Telephone: (305) 371-2700
Email: tlauria@whitecase.com
mshepherd@whitecase.com
fhe@whitecase.com
andrea.kropp@whitecase.com

- and -

- and -

WHITE & CASE LLP

Aaron E. Colodny (admitted *pro hac vice*)
555 South Flower Street, Suite 2700
Los Angeles, California 90071
Telephone: (213) 620-7700
Email: aaron.colodny@whitecase.com

WHITE & CASE LLP

Andrea Amulic (admitted *pro hac vice*)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
Email: andrea.amulic@whitecase.com

*Proposed Counsel to the Debtors and
Debtors in Possession*

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge.
This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Charles R. Koster
Charles R. Koster

Certificate of Service

I certify that on December 24, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Charles R. Koster
Charles R. Koster

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

In re:	)	
	)	Chapter 11
POSIGEN, PBC, <i>et al.</i> , ¹	)	
	)	Case No. 25-90787 (CML)
Debtors.	)	
	)	(Jointly Administered)

**INTERIM ORDER (I) APPROVING (A) THE BACKLEVERAGE SETTLEMENT,
(B) THE TRANSITION PROCEDURES, AND (C) THE CHANNEL PARTNER
SETTLEMENT PROCEDURES, (II) AUTHORIZING THE DEBTORS TO MARKET
THE SALE TRANSACTION AND APPROVING THE SALE NOTICE AND (III)
GRANTING RELATED RELIEF**

Upon the emergency motion (the “**Motion**”)² of the debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases for entry of an interim order (this “**Interim Order**”) pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 6004, 6006, and 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rules 4002-1(e) and 9013-1(i) of the Bankruptcy Local Rules for the Southern District of Texas (the “**Bankruptcy Local Rules**”): (i) approving the Backleverage Settlement; (ii) approving the Transition Procedures and authorizing the Debtors to take steps to transition their servicing, maintenance and customer care businesses to a third-party servicer; (iii) approving the Channel Partner Settlement Procedures; (iv) authorizing and approving the Debtors’ marketing of the Sale Assets for sale free and clear of liens, claims, encumbrances and interests and approving the form of Sale Notice attached as

¹ The last four digits of PosiGen, PBC’s tax identification number are 9706. A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://cases.ra.kroll.com/PosiGen>. The Debtors’ service address in these chapter 11 cases is 1000 Elmwood Park Boulevard, Suite A, Harahan, LA 70123.

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

Exhibit A; (v) scheduling a final hearing to consider entry of one or more final orders on the relief requested in the Motion (the “**Final Transaction Approval Orders**”); and (vi) granting related relief, as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and entry of this Interim Order being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors having consented to the entry of a final order by this Court under Article III of the United States Constitution; and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that due, sufficient, and proper notice of the Motion was provided under the circumstances and in accordance with the Bankruptcy Rules and the Bankruptcy Local Rules, and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “**Hearing**”); and all objections to the Motion, if any, having been withdrawn, resolved or overruled; and the relief requested in the Motion being in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual bases set forth in the Motion and the First Day Declaration establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND, DETERMINED, AND CONCLUDED THAT:³

A. Jurisdiction and Venue. The Court has jurisdiction to consider the Motion and approve the Backleverage Settlement, the Transition Procedures, the Channel Partner Settlement Procedures, the Debtors’ marketing of the Sale Transaction, and the Sale Notice under 28 U.S.C. § 1334. This is a core proceeding under 28 U.S.C.

³ The findings, determinations, and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

§ 157(b). Venue of these chapter 11 cases and the Motion is proper in this district and Court under 28 U.S.C. §§ 1408 and 1409.

- B. Legal Predicates. The predicates for the relief requested by the Motion through this Interim Order are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9019 and applicable Bankruptcy Local Rules.
- C. Immediately Effective. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Court expressly finds that there is no just reason for delay in the implementation of this Interim Order, waives any stay, and expressly directs entry of judgment as set forth herein.
- D. Notice. Notice of the Motion and the entry of this Interim Order was adequate, appropriate, fair, and equitable under the unique circumstances set forth in the Motion. Such notice constitutes good and sufficient notice of, and a reasonable opportunity to object or be heard regarding, the Motion and the entry of this Interim Order under sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 (including, without limitation, Bankruptcy Rules 2002(i)) and 6004, and Bankruptcy Local Rule 2002-1(b)). No other or further notice of, opportunity to object to, or other opportunity to be heard regarding the Motion or the entry of this Interim Order need be given to any entity. The Debtors have articulated good and sufficient reason for this Court to modify the service requirements under Bankruptcy Rules 2002(a)(2) and 9019(a).
- E. Settlement. The Backleverage Settlement, the Transition Procedures, and the Channel Partner Settlement Procedures are good faith compromises and settlement

of all disputes, controversies, claims, and causes of action among the Settlement Parties.

- F. The Backleverage Settlement and the Transition Procedures are the products of arm's-length, good faith negotiations and represent a fair and reasonable compromise among the Settlement Parties. The Backleverage Settlement is reasonable, fair, equitable, appropriate, and in the best interests of the Debtors and their estates, and agreeing to the Backleverage Settlement, the Transition Procedures, and the Channel Partner Settlement Procedures, reflects a sound exercise of the Debtors' business judgment.
- G. The Backleverage Settlement satisfies the factors set forth in *Protective Comm. For Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 425 (1968), *Official Comm. of Unsecured Creditors v. Cajun Electric Power Coop., Inc. (In re Cajun Elec. Power Coop., Inc.)*, 119 F.3d 349, 355-56 (5th Cir. 1997), and their progeny.
- H. This Court has the authority to approve the Backleverage Settlement, the Transition Procedures, and the Channel Partner Settlement Procedures pursuant to section 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019.
- I. Business Justification. Sound business reasons exist for the Backleverage Settlement, the Transition Procedures, the Channel Partner Procedures, and marketing the Sale Transaction. The Backleverage Settlement will provide the opportunity for the Debtors to settle significant claims against their estates. The Transition Procedures will allow the Debtors to transition their servicing business to a third party in an orderly fashion that minimizes disruption to customers. The

Channel Partner Settlement Procedures will allow non-Debtors to negotiate qualifying Non-Debtor Settlement Agreements without further court approval and the Debtors to negotiate and seek expedited approval of Debtor Settlement Agreements. The Sale Transaction will provide the Debtors with an opportunity to repay the proceeds of the DIP Facility and will further support the Transition. The Court finds that each Debtor has articulated good and sufficient business reasons justifying the Backleverage Settlement, the Transition Procedures, the Channel Partner Procedures, and marketing the Sale Transaction, including that, unless this Interim Order is expeditiously entered, as provided for in the Motion, the Debtors will suffer immediate and irreparable harm and recoveries to creditors may be diminished.

J. Stipulations.

106. The Debtors acknowledge, agree, and stipulate that each of the Participating ProjectCos owns (a) the photovoltaic electric generating systems and devices (each, a “**Solar System**”) set forth in its name on the Backleverage Project Schedule and all related customer leases and power purchase agreements, batteries, RECs,⁴ incentives, and similar environmental allowances and credits, and rights, and all investment tax credits or proceeds thereof associated therewith (together with the related Solar System, each, a “**Project**”) and (b) all cash, revenues, receipts, proceeds, payments, receivables, or other amounts arising from the Projects owned by each respective Participating ProjectCo (collectively, the “**Project Proceeds**”), wherever located

⁴ “**RECs**” means, with respect to a given Solar System, any and all (1) renewable energy credits, pollution allowances, carbon credits, and similar environmental allowances or credits and green tag or other reporting rights pursuant to the laws of any present or future domestic, foreign, federal, state, or local law, regulation, bill, or emissions-trading program and (2) rights of payment in respect of rebates or performance or production-based incentives or similar benefits by a utility or federal, state or local governmental authority, in each case ((1) and (2)), with respect to the installation or use of such Solar System or the production of electricity by such Solar System.

regardless of whether such Project Proceeds have been or will in the future be deposited into the KeyBank Lease Revenue Collection Account or otherwise received by the Debtors.

107. The Debtors acknowledge, agree, and stipulate that the automatic stay does not apply to any Non-Debtor Enforcement Action (as defined below).

108. The Debtors acknowledge, agree, and stipulate that any Non-Debtor Project Settlement Agreement satisfying the Non-Debtor Settlement Agreement Requirements is in the best interests of the Debtors and their estates.

109. The Debtors make no stipulations with respect to Projects or Project Proceeds purported to be owned by Non-Participating ProjectCos.

K. Sale in Best Interest. Pursuing the Sale Transaction is in the best interests of the Debtors, their estates, creditors, and other parties in interest.

L. Sale Notice. The Sale Notice provides adequate, appropriate, fair, and equitable notice of the Sale Transaction under the unique circumstances set forth in the Motion. The Sale Notice constitutes good and sufficient notice of, and a reasonable opportunity to object or be heard regarding, the Sale Transaction and the entry of the Final Transaction Approval Order under sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 (including, without limitation, Bankruptcy Rules 2002(i)) and 6004, and Bankruptcy Local Rule 2002-1(b)). The publishing of the Sale Notice in the *New York Times* or such other publication with national distribution as agreed among the Debtors and the Purchaser, filing of the Sale Notice on the docket, and service of the Sale Notice to the Debtors' 100 largest creditors constitutes good and sufficient notice of the Sale Transaction. No other or further notice of, opportunity to object to, or other opportunity to be heard

regarding the Sale Transaction or the entry of the Final Transaction Approval Orders need be given to any entity.

M. The Sale Notice must be approved promptly to preserve the value of the Debtors' estates and the Sale Assets. Time is of the essence in consummating the Sale Transaction, and the Debtors intend to market the Sale Transaction as soon as reasonably practicable. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval of the Sale Notice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The Backleverage Settlement, the Transition Procedures, the Channel Partner Settlement Procedures, the Debtors' marketing of the Sale Transaction, and the Sale Notice are approved as set forth in this Interim Order.

2. Any objections to the Motion or the interim relief requested therein, the Backleverage Settlement, the Transition Procedures, the Channel Partner Settlement Procedures, the Debtors' marketing of the Sale Transaction, and the Sale Notice, the entry of this Interim Order, or the relief granted herein that have not been withdrawn, waived, or settled, or not otherwise resolved pursuant to the terms hereof, if any, are hereby **DENIED** and **OVERRULED** on the merits with prejudice. All withdrawn objections are deemed withdrawn with prejudice. Those parties who did not object to the Motion or the entry of this Interim Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including, without limitation, pursuant to section 363(f)(2) of the Bankruptcy Code.

Approval of the Backleverage Settlement, the Transition Procedures, and the Channel Partner Procedures

3. The Backleverage Settlement, the Transition Procedures, and the Channel Partner Settlement Procedures are approved in all respects. Each of the Backleverage Settlement, the Transition Procedures, and the Channel Partner Settlement Procedures satisfies all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules, including sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019.

4. The Debtors are authorized to execute and perform under the Backleverage Settlement, including by implementing the Transition Procedures and the Channel Partner Settlement Procedures in accordance with and subject to the Settlement Term Sheet.

5. The Settlement Parties are authorized to take any and all actions necessary to consummate the Backleverage Settlement and to perform any and all obligations contemplated by the Settlement Term Sheet. The stay of section 362 of the Bankruptcy Code is hereby modified to the extent required to permit the Settlement Parties to implement the terms and conditions of the Settlement Term Sheet.

6. The Stipulations set forth in Paragraph J of this Interim Order shall be binding upon the Debtors and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors in these chapter 11 cases or any successor cases) in all circumstances and for all purposes. The Stipulations shall be binding upon all other parties in interest (including without limitation, the Committee) and any other person or entity acting or seeking to act on behalf of the Debtors' estates, in all circumstances and for all purposes, upon entry of the Final Transaction Approval Orders.

7. Upon entry of this Interim Order, the Debtors hereby irrevocably (a) consent to any sale, disposition, conveyance or other transfer of, or foreclosure upon, any equity interests, assets

or other property of Backleverage or any of its direct or indirect subsidiaries (including the Participating ProjectCos) (collectively, the “**Backleverage Entities**”) to or by, or otherwise with the consent of, Brookfield, and any agreements related or ancillary to any of the foregoing, including as necessary to facilitate any agreements between any holder of Class A interests and Brookfield regarding any assets of the Backleverage Entities (each, a “**Non-Debtor Enforcement Action**”) and (b) are deemed to have withdrawn with prejudice any objection they previously made to any such Non-Debtor Enforcement Action, and any such prior objection shall be deemed *void ab initio*. The automatic stay in section 362 of the Bankruptcy Code does not apply to any such Non-Debtor Enforcement Action, which may be consummated without further notice to, or approval by, the Court.

8. The Debtors shall reserve no more than the maximum aggregate award amount approved by the Court pursuant to the Non-Insider KERP. Such reserve amount shall be reduced by the Debtors to the extent the maximum amount of any awards under the Non-Insider KERP are reduced.

9. Upon entry of this Interim Order, the Adversary Proceeding shall be adjourned and held in abeyance pending entry of the Final Transaction Approval Orders.

10. The Debtors are authorized to, subject to entry of the Final Transaction Approval Orders, transition their servicing operations to Omnidian and any other servicers designated by Backleverage (provided that Omnidian will provide O&M servicing), and take any other actions necessary or reasonably desirable to facilitate the independent operation of the Participating ProjectCos, in accordance with the Transition Procedures and the Transition Schedule attached to this Interim Order as **Exhibit B**. The Debtors shall take the actions delineated as Interim Actions in the Transaction Schedule promptly after entry of this Interim Order. The Debtors shall not take

any actions delineated as Final Actions in the Transition Schedule until entry of the Final Transaction Approval Orders.

11. The Debtors are authorized to instruct Genpact and KeyBank to take all actions necessary to facilitate the Transition, as specified in the Transition Procedures and the Transition Schedule, and each of Genpact and KeyBank is authorized and directed to take such actions as requested in accordance with the Transition Procedures.

12. Without limiting the generality of the foregoing paragraphs 10 and 11, and notwithstanding anything to the contrary in any other order of this Court, (i) the Debtors, with the consent of the Participating ProjectCos, and the Participating ProjectCos shall be authorized to open or facilitate the opening of new bank accounts at KeyBank as may be necessary to facilitate the Transition and (ii) KeyBank (a) is authorized and directed to honor the Debtors' or Participating ProjectCo's directions, as applicable, with respect to the opening of any such bank account and accept, hold, or invest the Debtors' or the Participating ProjectCo's funds in accordance with the Debtors' or the Participating ProjectCo's instructions, as applicable, (b) authorized and directed to accept and honor all representations from the Debtors or the Participating ProjectCos, as applicable, as to which checks, drafts, wires, or ACH transfers should be honored or dishonored, consistent with any order of this Court and applicable governing law, whether such checks, drafts, wires, or ACH transfers are dated prior to, on, or subsequent to the Petition Date, and (c) has no duty to independently inquire as to the whether such payment are authorized by any order of this Court; *provided* that KeyBank shall have no liability to any party for relying on such representations.

13. Without limiting the generality of paragraphs 10 and 11 of this Interim Order, the Debtors are authorized to facilitate the transfer or re-registration, as applicable, of sales tax registrations with Genpact for new officers and locations in the appropriate jurisdictions.

14. Upon entry of this Interim Order, Omnidian is authorized to solicit for hire, as an employee, independent contractor, or otherwise, and make offers to any employee of the Debtors, and such employees are authorized to respond to and negotiate such offers; *provided* that, unless the Debtors consent to an earlier date, the start date of the employment of any employee of the Debtors at Omnidian shall not occur until entry of the Final Transaction Approval Orders; *provided, further*, that, for the avoidance of any doubt: (a) Omnidian is authorized to hire any former employee of the Debtors whose employment (i) has been terminated by the Debtors prior to entry of the Final Transaction Approval Orders or (ii) was terminated and remains terminated by such former employee prior to entry of this Interim Order; (b) if an employee of the Debtors that is a KERP Participant accepts an offer of employment from Omnidian in accordance with this paragraph 14, the Debtors are authorized and directed to (i) terminate such employee, effective as of a mutually agreed date, with such termination deemed to be without cause and (ii) pay such employee their award under the Non-Insider KERP in their final paycheck; and (c) regardless of whether such employee or former employee is a KERP Participant, the Debtors are authorized and directed, and shall be deemed to, have waived any non-compete or other restrictive obligations of such employee or former employee to facilitate Omnidian's hiring of such employee or former employee in accordance with this paragraph 14.

15. Omnidian and the Participating ProjectCos are authorized to negotiate agreements with other creditors of the Debtors in connection with servicing Solar Systems in their portfolios, if applicable, under which Omnidian may provide such services.

16. Brookfield, the Participating ProjectCos, G-I, and each of their attorneys, agents, and other related parties shall adhere to any applicable confidentiality restrictions with respect to any information provided by the Debtors, including any applicable consumer privacy policies, statutory, or other government requirements.

17. The Non-Debtor Project Owners, the applicable Channel Partners, and their respective attorneys, agents, and other related parties are authorized to negotiate, execute, and consummate Non-Debtor Settlement Agreements, and the Debtors are authorized to execute and consummate such Non-Debtor Settlement Agreements provided that such Non-Debtor Settlement Agreements satisfy the Non-Debtor Settlement Agreement Requirements.

18. A Non-Debtor Settlement Agreement satisfies the Non-Debtor Settlement Agreement Requirements if such agreement provides for the following: (a) the Channel Partner irrevocably waives or terminates its rights and claims against the Debtors with respect to the specific Non-Debtor Projects subject to such Channel Partner Settlement and arising under its Channel Partner Agreement or any other related documents; (b) the Non-Debtor Project Owner irrevocably waives or terminates its rights and claims against the Debtors with respect to the specific Non-Debtor Projects subject to such Channel Partner Settlement and arising under the applicable development agreement among the Debtors and the Non-Debtor Project Owner (each, a **“Development Agreement”**); and (c) the irrevocable termination, waiver, novation, or assignment of the Debtors’ obligations, rights, and claims with respect to the specific Non-Debtor Projects subject to such Channel Partner Settlement and arising under the applicable Development Agreement, applicable Channel Partner Agreement, or other related documents.

19. The Debtors are authorized to irrevocably terminate, waive, novate, or assign the Debtors’ obligations, rights, and claims with respect to the specific Non-Debtor Projects subject

to a Channel Partner Settlement and arising under the applicable Development Agreement, applicable Channel Partner Agreement, or other related documents.

20. The Debtors shall file a notice with the Court (each, a “**Channel Partner Settlement Notice**”) with respect to any Channel Partner Settlement Agreement that involves the settlement or transfer of any right, claim, or cause of action of any of the Debtors or the assumption and assignment of any Channel Partner Agreement. Any such notice shall include a description of the terms of the Debtor Project Settlement Agreement, including the applicable Channel Partner Settlement Agreement. Parties shall be entitled to object to the approval of such Debtor Project Settlement Agreement within 10 days following the filing of the Channel Partner Settlement Notice (the “**Channel Partner Settlement Notice Period**”). Such Debtor Project Settlement Agreement shall be approved without any further action from the Debtors or the Court on the next Business Day following the end of the Channel Partner Settlement Notice Period if no objection to such approval has been filed during such Channel Partner Settlement Notice Period. If an objection to such approval is filed on the docket and served on the Debtors, Backleverage, Brookfield, the applicable Channel Partner, and the Participating ProjectCos prior to the end of the Channel Partner Settlement Notice Period, the Court shall schedule a hearing to consider approval of the applicable Channel Partner Settlement Agreement under Bankruptcy Rule 9019.

21. For the avoidance of doubt, upon the sale of any Project to a non-Debtor purchaser (including pursuant to the DIP Credit Bid (as defined in the Settlement Term Sheet)), such Project shall no longer constitute a Debtor Project and any subsequent or contemporaneous settlement regarding such Project shall not constitute a Debtor Project Settlement Agreement requiring a Channel Partner Settlement Notice solely as a result of the inclusion of such Project in the settlement terms.

22. Nothing in this Interim Order, the Channel Partner Settlement Procedures, or the Channel Partner Settlement Agreements contemplated thereby shall permit any Channel Partner to obtain an administrative expense claim against the Debtors' estates for work commenced or continued after the Petition Date without the prior written consent of the Debtors' Chief Restructuring Officer (not to be unreasonably withheld).

Approval of the Debtors' Marketing of the Sale Assets and the Sale Notice

23. The Debtors are authorized to market the Sale Assets free and clear of liens and encumbrances and, pursuant to 11 U.S.C. §§ 363(b), 363(f), and 365, the sale of the Sale Assets shall be free and clear of all Interests, subject to entry of the Final Transaction Approval Orders.

24. The form of Sale Notice attached to this Interim Order as **Exhibit A** is approved.

25. The DIP Lenders are authorized to credit bid the entire amount of the DIP Claim in the Sale Transaction (the "**DIP Credit Bid**") in exchange for all Sale Assets, in accordance with the terms of the Backleverage Settlement and subject to the terms of the Asset Purchase Agreement.

26. The Debtors are authorized to solicit and entertain offers for the Sale Assets from entities other than the DIP Lenders and pursue any higher or otherwise better alternative offer, subject to the terms and conditions of the DIP Credit Agreement.

Other Provisions

27. The Debtors are authorized and directed to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

28. Notwithstanding anything in this Interim Order to the contrary, without the consent of the Debtors and approval of this Court, nothing in this Order or any of the agreements or transactions authorized hereby shall increase the amount of existing claims against any of the

Debtors or otherwise alter the existing nature or the priority of any such claims with respect to any of the Debtors or their estates.

29. The terms and provisions of this Interim Order and the attachments hereto shall be binding in all respects upon, and shall inure to the benefit of, the Debtors and their respective affiliates, successors and assigns, their estates, and their creditors and equity holders, the Purchaser, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting Interests in, on or against the Sale Assets, notwithstanding any subsequent appointment of any trustee(s), examiner(s) or other fiduciary under any chapter of the Bankruptcy Code, as to which trustee(s), examiner(s) or other fiduciary such terms and provisions likewise shall be binding.

30. Notwithstanding the provisions of Bankruptcy Rule 6004 or any applicable provisions of the Local Rules, this Interim Order shall not be stayed for fourteen days after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen-day stay provided in such rules is hereby expressly waived and shall not apply.

31. The Court shall retain exclusive jurisdiction to enforce and implement the terms and provisions of the Backleverage Settlement, the Transition Procedures, the Channel Partner Procedures, and the Sale Transaction, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to: (a) resolve any disputes arising under or related to the Backleverage Settlement, the Transition Procedures, or the Channel Partner Settlement Procedures, except as otherwise provided therein; and (b) interpret, implement, and enforce the provisions of this Interim Order.

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

Dated: _____, 2025
Houston, Texas

CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Sale Notice

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

In re: POSIGEN, PBC., <i>et al.</i> , ¹ Debtors.	)))))))	Chapter 11 Case No. 25-90787 (CML) (Jointly Administered) Re: Docket No.
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NOTICE OF SALE AND SALE HEARING

PLEASE TAKE NOTICE OF THE FOLLOWING:

On December 24, 2025 the Debtors filed the Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Approving (A) the Backleverage Settlement, (B) the Transition Procedures, and (C) the Channel Partner Settlement Procedures, (II) Authorizing the Debtors to Market the Sale Transaction and Approving the Sale Notice, (III) (A) Authorizing the Debtors to Obtain Senior Secured Priming Superpriority Postpetition Financing and Use Cash Collateral and (B) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief [Docket No. [●]] (the "**Motion**").² The Motion seeks entry of an interim order (such order, the "**Interim Transaction Approval Order**") authorizing the Debtors to, among other things, market the Sale Transaction (as defined below) and approving, among other things, this Notice of Sale and Sale Hearing (this "**Sale Notice**"). The Motion also seeks entry of a final order (such order, the "**Final Transaction Approval Order**"), substantially in the form that will be filed on the docket no later than 7 days prior to the Final Hearing that, among other things, (a) authorizes and approves the proposed sale (the "**Sale**") of the Sale Assets (as defined below), in accordance with the terms of the Asset Purchase Agreement (as defined below), free and clear of all obligations, liens, claims, encumbrances, and interests of any kind or nature, including rights or claims based on any successor or transferee liability (except for any expressly permitted liabilities set forth in the Asset Purchase Agreement, as applicable) (the "**Sale Transaction**"); and (b) grants related relief. The United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Court**") will consider approval of the Sale Transaction at the Final Hearing scheduled for [●], 2026 at [●]:00 a/p.m. (prevailing Central Time).

¹ The last four digits of PosiGen, PBC's tax identification number are 9706. A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://cases.ra.kroll.com/PosiGen>. The Debtors' service address in these chapter 11 cases is 1000 Elmwood Park Boulevard, Suite A, Harahan, LA 70123.

² Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the Interim Transaction Approval Order (as defined herein), as applicable.

Assets to Be Sold

The Debtors are proposing to all of their assets other than the Excluded Assets (as defined below) (collectively, the “**Sale Assets**”), including, but not limited to, all of the Debtors’: (i) inventory; (ii) uncompleted (or “work-in-progress”) photovoltaic electric generating systems and devices (each, a “**Solar System**”) and all related customer leases and power purchase agreements, batteries, RECs, incentives, and similar environmental allowances and credits, and rights, and all investment tax credits or proceeds thereof associated therewith (collectively, together with the related Solar System, each, a “**Project**”); and (iii) Causes of Action, as part of the Sale Transaction. The “**Excluded Assets**” are: (i) the collateral pledged to secure the June Bridge Loan Facility; (ii) the collateral pledged to secure the Battery Revolving Credit Facility; (iii) certain forklifts subject to the liens of Wells Fargo Bank, N.A.; (iv) certain equipment subject to the liens of HYG Financial Services, Inc.; (v) the equity of PosiGen Owner 3, LLC; (vi) any inventory that is subject to being reclaimed; (vii) property subject to purchase money security interests; and (viii) the Debtors’ cash on hand as of the date of consummation of the Sale Transaction (in the case of clauses (i) through (vii), solely to the extent such assets are subject to valid, perfected, and unavoidable liens as of the Petition Date); *provided* that the Proposed Purchasers (as defined below) shall be entitled to purchase Excluded Assets, in their sole and absolute discretion, solely in the event they satisfy in cash any valid, perfected, and unavoidable liens that exist as of the Petition Date on such Excluded Assets.

Each of Brookfield, the Participating ProjectCos, and G-I (collectively, the “**DIP Lenders**” or the “**Proposed Purchasers**”) shall credit bid the entire amount of its DIP Claim (the “**DIP Credit Bid**”) in the Sale Transaction in exchange for all the Sale Assets, subject to the terms and conditions of a mutually acceptable asset purchase agreement (the “**Asset Purchase Agreement**”). The Debtors and the Proposed Purchasers will negotiate the final terms of Asset Purchase Agreement, which the Debtors will file prior to the Final Hearing.

As set forth in the Motion, the DIP Credit Bid is subject to higher or otherwise better offers. To obtain the highest or otherwise best bid for the Sale Assets, the Debtors will continue to consider any alternative bids that may be submitted prior to the Final Hearing, and the Debtors shall seek to consummate the Sale Transaction with the bidder that makes the highest or otherwise best offer for the Sale Assets; *provided* that the Debtors may only consummate a Sale Transaction with a bidder other than the DIP Lenders if such Sale Transaction provides for the DIP Facility to be repaid in full in cash upon the closing of such Sale Transaction.

If the Debtors determine that an alternative bid is higher or otherwise better than the DIP Credit Bid, the Debtors will file a notice ahead of the Final Hearing designating such alternative bidder as the purchaser of the Sale Assets (the “**Alternative Purchaser**”) and attaching the proposed asset purchase agreement to effectuate the Sale Transaction to such Alternative Purchaser (the “**Modified APA**”).

Except as otherwise provided in the Asset Purchase Agreement or a Modified APA submitted by the Alternative Purchaser, as applicable, the Debtors are seeking to sell their right, title and interest in and to the Sale Assets free and clear of any pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon, to the maximum extent permitted by section 363 of the Bankruptcy Code, with such pledges, liens, security interests, encumbrances,

claims, charges, options and interests to attach to the net proceeds of the sale of the Sale Assets with the same validity, force, effect, and priority as exists as of the Petition Date, subject to any rights, claims, and defenses of the Debtors.

Objections

Sale Objection Deadline. Objections, if any, to the Sale Transaction (each, a “**Sale Objection**”), including any objection to the sale of any Sale Assets free and clear of liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code to the Purchasers or the Alternative Purchaser, as applicable, and the entry of any order approving the Sale Transaction, must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, Bankruptcy Local Rules, and all orders of this Court, (c) state with particularity the legal and factual basis for the objection and the specific ground therefor, and (d) be filed with the Court **on or before [●], 2026 at 4:00 p.m. (prevailing Central Time)** (the “**Sale Objection Deadline**”).

Final Hearing. The Final Hearing is currently scheduled to take place on [●], 2026 at [●]:00 a/p.m. (prevailing Central Time), before Judge Christopher M. Lopez at the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Courtroom 402, Houston, Texas 77002. **The Final Hearing may be continued to a later date by the Debtors by sending notice prior to, or making an announcement at, the Final Hearing. No further notice of any such continuance will be required to be provided to any party.**

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PERSON OR ENTITY WHO FAILS TO FILE AND SERVE AN OBJECTION TO THE PROPOSED SALE TRANSACTION IN ACCORDANCE WITH THIS SALE NOTICE BY THE SALE OBJECTION DEADLINE SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE PROPOSED SALE TRANSACTION AND TRANSFER OF THE SALE ASSETS FREE AND CLEAR OF ALL INTERESTS.

Submitting a Bid and Obtaining Additional Information

Any party interested in purchasing the Sale Assets should contact the Debtors or their advisors. Interested parties can contact the Debtors’ financial advisor, FTI, by reaching out to Shawn Barnett (shawn.barnett@fticonsulting.com) or Sawyer White (sawyer.white@fticonsulting.com).

Copies of the Motion and the Asset Purchase Agreement (once filed) may be obtained from the Debtors’ claims agent, Kroll Restructuring Administration, LLC, by (i) calling (877) 346-8882 (U.S./Canada) or +1 (646) 825-3847 (International), or (ii) visiting the Debtors’ restructuring website at <https://cases.ra.kroll.com/PosiGen/>.

Dated: _____, 2025
Houston, Texas

/s/ Draft

WHITE & CASE LLP

Charles R. Koster (Texas Bar No. 24128278)
609 Main Street, Suite 2900
Houston, Texas 77002
Telephone: (713) 496-9700
Email: charles.koster@whitecase.com

WHITE & CASE LLP

Thomas E Lauria (Texas Bar No. 11998025)
Michael C. Shepherd (admitted *pro hac vice*)
Fan B. He (admitted *pro hac vice*)
Andrea Kropp (admitted *pro hac vice*)
Southeast Financial Center
200 South Biscayne Boulevard, Suite 4900
Miami, Florida 33131
Telephone: (305) 371-2700
Email: tlauria@whitecase.com
mshepherd@whitecase.com
fhe@whitecase.com
andrea.kropp@whitecase.com

- and -

WHITE & CASE LLP

Aaron E. Colodny (admitted *pro hac vice*)
555 South Flower Street, Suite 2700
Los Angeles, California 90071
Telephone: (213) 620-7700
Email: aaron.colodny@whitecase.com

WHITE & CASE LLP

Andrea Amulic (admitted *pro hac vice*)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
Email: andrea.amulic@whitecase.com

*Proposed Counsel to the Debtors and
Debtors in Possession*

Exhibit B

Transition Schedule

INTERIM TRANSITION ITEMS

Provide Omnidian, the Participating ProjectCos, and Backleverage with copies of the Participating ProjectCos' books and records (the "**Books and Records Access**") and access to any other information reasonably required by the Participating ProjectCos to assist with the Transition (the "**Information Access**"), including negotiating and executing a letter directing Sage Intacct to duplicate the Debtors' Sage Intacct instance, provide access to such duplicated instance to Omnidian and the Participating ProjectCos (the "**Sage Intacct Access**"), and provide and maintain accounting support and current practices in Sage Intacct (including all journal entries);

Provide all reasonably requested information to assess and complete required FERC filings (including Form 556);

The Debtors shall use best efforts to onboard to Genpact any Projects of the Participating ProjectCos that are installed but not currently being billed to customers or transfer the information in their possession, custody, and control necessary to onboard such Projects to Omnidian (the "**Project Onboarding**");

The Debtors shall (a) transfer to the Participating ProjectCos or their designees the administrator log-ins for sales tax upon the Transaction Effective Date (including by completing all actions within the Debtors' control required to facilitate such transfer); (b) provide all tax returns, all work product and source material used for preparation of historical tax returns as well as any work product and source materials needed for all outstanding period preparation in the Debtors possession, custody and control to the Participating ProjectCos or their designees; and (c) facilitate the transfer of sales tax registrations with Genpacts for new officers and locations (where applicable) (including by completing all actions within the Debtors' control required to facilitate and support such transfer) (collectively, (a), (b), and (c), the "**Tax Transition**");

To the extent not prohibited by the applicable contract or license (*provided* that to the extent reasonably requested by Omnidian or the Participating ProjectCos, the Debtors shall request any required consent or waiver from the applicable contract or license counterparty), the Debtors shall provide Omnidian and the Participating ProjectCos with direct access to all IT systems that store data used to support the Participating ProjectCos' operations and the servicing of their Projects or that contain logic to transform or interpret such data (the "**IT Transition**"), including the IT systems set forth on Annex IV of the Settlement Term Sheet; *provided*, that to the extent Omnidian, the Participating ProjectCos or their designee do not elect to have the applicable agreements with respect to such systems assumed and assigned to them, the Debtors shall have no obligation to maintain such systems or provide continued access following the Transition Effective Date;

The Debtors shall deliver to the Participating ProjectCos, Brookfield, G-I, and Omnidian all information in their possession, custody and control with regard to the Participating ProjectCos' Projects (including completed Projects and WIP Projects) (the "**ProjectCo Projects Information**"), including any information required for asset management, RECs, warranties, or billing and collections with respect to such Projects and all open work orders, jobs, and necessary deferred maintenance activities with respect to such Projects; and

The Debtors shall facilitate and participate in key department transition calls and be available to address any Transition-related questions and provide prompt diligence responses.

FINAL TRANSITION ITEMS

At the election of the applicable Participating ProjectCo with Brookfield's and G-I's consent, such Participating ProjectCo's existing service agreements with Provider shall be either (a) rejected and the new servicers shall execute new service agreements with such Participating ProjectCo or (b) amended, assumed, and assigned to the new servicers (the "**Servicing Transition**");

Provide the Participating ProjectCos or their designees with any required trademark licenses consistent with the terms of an IP license agreement in form and substance reasonably acceptable to the Debtors, Participating ProjectCos and Brookfield (the "**IP License**");

Implementation of a coordinated pre-and post Transition communication plan (including hosting a link on PosiGen's website), coordinated script and public statements across various platforms (including IVR), and other mutually acceptable communications materials (the "**Communications Plan**");

Following entry of the Final Transaction Approval Orders, the Debtors shall: (a) transfer or redirect (as applicable) all existing and future Project Proceeds of the Participating ProjectCos (to the extent not lent to the Debtors pursuant to the DIP Facility) to the bank account(s) of the Participating ProjectCos or their designees, as designated by the Participating ProjectCos; and (b) provide any transition billing services, including any support reasonably required by the Participating ProjectCos or their designees related to billing and account setup, authorization, and configuration, and provide any services or take any actions required to provide the Participating ProjectCos with access to their bank accounts (collectively, (a), and (b), the "**Project Proceeds Transition**"); provided that the Debtors shall take actions to prepare for the foregoing from and after entry of the Interim Transaction Approval Order;

The Debtors shall assume and assign the Debtors' existing third-party servicing arrangements (e.g., Genpact) and any other executory contracts or unexpired leases reasonably requested by the Participating ProjectCos in connection with the Transition (but excluding any such agreements or leases that the Participating ProjectCos elect to exclude from such assumption and assignment) to the Participating ProjectCos or their designees, subject to payments of Bankruptcy Court-approved cure amounts by the applicable Participating ProjectCos or their designees (the "**Transition Contracts Assignment**");

The Debtors shall Maintain Omnidian's monitoring access with respect to all OEM providers (the "**Monitoring Access**") and, effective on the Transition Effective Date, grant independent Monitoring Access to Omnidian; provided, that to the extent the Acquiror, Omnidian or its designee does not elect to assume and assign the applicable contracts with respect to such Monitoring Access, the Debtors shall have no obligation to maintain such contracts following the Closing Date (the "**Monitoring Access Transition**");

The Debtors shall facilitate the transition of any insurance policies under which the Participating ProjectCos are the primary beneficiary to the Participating ProjectCos; and

The Debtors shall facilitate transfer of possession of any parts, inventory, equipment, or other assets of a Participating ProjectCo to such Participating ProjectCo; provided that the Participating ProjectCo shall identify the location to which such parts and equipment shall be transferred at least 7 days prior to the Transition Effective Date and the transportation costs of such transition shall be paid by such Participating ProjectCo.

Exhibit C

Restructuring Term Sheet

RESTRUCTURING TERM SHEET

This “**Restructuring Term Sheet**” includes the primary terms of certain restructuring and other transactions that the Debtors anticipate will culminate in the confirmation of a chapter 11 plan in the chapter 11 cases jointly administered under the caption *In re PosiGen, PBC, et al.*, Case No. 25-90787 (CML) (Bankr. S.D. Tex.) (the “**Chapter 11 Cases**”). This Restructuring Term Sheet is not intended to describe or include all of the terms and conditions of the proposed restructuring or to set forth the definitive contractual language of any provisions summarized below.

This Restructuring Term Sheet is not an offer with respect to any securities, or a solicitation of acceptances of any chapter 11 plan within the meaning of section 1125 of the Bankruptcy Code or any other plan of reorganization, scheme of arrangement, or similar process under any other applicable law. Any such offer or solicitation will comply with all applicable securities laws, provisions of the Bankruptcy Code and/or other applicable laws. No party shall be bound with respect to any transaction until the agreement, execution, and delivery of definitive documentation after obtaining all necessary internal approvals.

Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in Annex I attached hereto or the Debtors’ Informational Brief filed at Docket No. 11.

OVERVIEW

- (1) The Debtors have filed a Plan of reorganization, the consummation of which will be conditioned upon, among other things, the Court’s approval of the Transaction Approval Motion on a final basis and the consummation of the Sale Transaction, and which will provide for the creation of a Plan Trust (which will be overseen by an independent trustee) and the distribution of any remaining assets of the Debtors (after consummation of the Sale Transaction) to their creditors or the transfer of those assets to the Plan Trust to be monetized and distributed to creditors.
- (2) The Debtors will file one or more motions on or before December 24, 2025 (the “**Transaction Approval Motion**”) to obtain the Court’s authorization and approval of the following, in each case consistent with the terms set forth below and otherwise on terms reasonably acceptable to the Debtors, the Participating ProjectCos,¹ and Brookfield:
 - o the Settlement;
 - o the DIP Facility;
 - o the DIP Credit Bid;
 - o the sale of all or substantially all of the Debtors’ assets, through either (a) consummation of the DIP Credit Bid or (b) an alternative sale transaction upon the closing of which the DIP Facility is repaid in full in cash (either (a) or (b), the “**Sale Transaction**”);
 - o the Transition Procedures; and
 - o the Channel Partner Settlement Procedures.

For the avoidance of doubt, the Debtors will seek approval of the Transaction Approval Motion and consummate the transactions contemplated thereby on a separate basis from confirmation or consummation of the Plan such that, if confirmation or consummation of the Plan cannot move forward or is denied, the Transaction Approval Motion may nevertheless be heard and approved and the transactions contemplated thereby may be consummated.

¹ Any consent, approval, election, or similar right provided to the Participating ProjectCos hereunder shall be exercisable by the Required DIP Lenders on the Participating ProjectCos’ behalf.

TRANSACTION APPROVAL MOTION**Settlement with
Committee and
Participating
ProjectCos**

The Debtors, the Participating ProjectCos, Brookfield, G-I, any other DIP Lender, and the Committee will enter into a settlement (the “**Settlement**”),² pursuant to which:

(1) The Debtors, on behalf of themselves and their estates, will:

- o Acknowledge, stipulate, and agree to each Participating ProjectCo’s ownership of (a) its photovoltaic electric generating systems and devices (each, a “**Solar System**”) and all related customer leases and power purchase agreements, batteries, RECs, incentives, and similar environmental allowances and credits, and rights, and all investment tax credits or proceeds thereof associated therewith (collectively, together with the related Solar System, each, a “**Project**”) and (b) all cash, revenues, receipts, proceeds, payments, receivables, or other amounts arising from such Participating ProjectCo’s Projects (collectively, the “**Project Proceeds**”), wherever located, regardless of whether such Project Proceeds have been or will in the future be deposited into the KeyBank Lease Revenue Collection Account or otherwise received by the Debtors, in each case set forth on schedules attached to the Transaction Approval Motion which shall not include any PII;
- o Seek Bankruptcy Court approval of the Transaction Approval Motion;
- o Subject to such Bankruptcy Court approval, implement the Transition, the Sale Transaction, and the Channel Partner Settlements; and
- o Upon entry of the Interim Transaction Approval Orders, (a) consent to any sale, disposition, conveyance or other transfer of, or foreclosure upon, any equity or assets of PosiGen Backleverage LLC (“**Backleverage**”) or its subsidiaries (including the Participating ProjectCos) (collectively, the “**Backleverage Entities**”) to or by, or otherwise with the consent of, Brookfield, and any agreements related or ancillary to any of the foregoing, including as may be necessary to facilitate any agreements between any holder of Class A interests and Brookfield regarding any assets of the Backleverage Entities (each a “**Non-Debtor Enforcement Action**”), (b) be deemed to withdraw with prejudice any objection they previously made to any such Non-Debtor Enforcement Action, and any such prior objection shall be deemed *void ab initio* and (c) stipulate that the automatic stay does not apply to any such Non-Debtor Enforcement Action.

(2) Each Participating ProjectCo will stipulate and agree to:

²

For the avoidance of doubt, no parties to the Settlement shall have any obligations under this Restructuring Term Sheet unless and until the Interim Transaction Approval Orders are entered and nothing in the Settlement obligates any creditor to vote in favor of any chapter 11 plan in the chapter 11 cases, including the Debtors’ Plan.

	- o Upon entry of the Interim Transaction Approval Orders, the adjournment of <i>Rooftop Solar I, LLC v. PosiGen, PBC</i> (Adv. Pro. 25-03845) (the “Adversary Proceeding”); - o Upon entry of the Interim Transaction Approval Orders, withdraw the objection filed at Docket No. 181 to the extent it objects to the Debtors’ cash management motion; - o Not object to the Debtors’ Non-Insider Key Employee Retention Plan; - o Negotiate in good faith with the Debtors regarding amendments to the Debtors’ proposed Key Employee Incentive Plan providing for incentive-based payments to the Debtors’ proposed KEIP participants, other than the Debtors’ CEO and executive chairman, upon the satisfaction of the Milestones; - o Dismiss with prejudice the Complaint filed in the Adversary Proceeding promptly after the latest to occur of (i) the Final Transaction Approval Orders becoming a Final Order, (ii) consummation of the Transition, and (iii) consummation of the Sale Transaction (including the repayment of the DIP Facility in full in cash if the Sale Transaction is consummated with a purchaser other than the DIP Lenders); - o Upon entry of the Interim Transaction Approval Orders (as defined below), lend its Project Proceeds to the Debtors pursuant to the DIP Facility (as defined below) on the terms set forth below; - o Upon entry of the Interim Transaction Approval Orders, along with Brookfield, provide the DIP Credit Bid (as defined below); and - o Consent to O&M servicing and corporate services being transitioned to Omnidian, Inc. (“Omnidian”) and Brookfield, respectively, and payment of Omnidian’s and Brookfield’s respective servicing fees by each Participating ProjectCo upon the Transition Effective Date; <i>provided</i> that such consent is in such Participating ProjectCos capacity as such and not as a DIP Lender. . (3) Brookfield will agree to: - o Following entry of the Final Transaction Approval Orders and contemporaneously with the consummation of the Transition and the Sale Transaction, provide its allocation of the New-Money DIP Loans to the Debtors on the terms set forth below; - o Upon entry of the Interim Transaction Approval Orders, withdraw the objection filed at Docket No. 180 to the extent it objects to the Debtors’ cash management motion; - o Not object to the Debtors’ Non-Insider Key Employee Retention Plan; - o Negotiate in good faith with the Debtors regarding amendments to the Debtors’ proposed Key Employee Incentive Plan providing for incentive-based payments to the Debtors’ proposed KEIP participants, other than the Debtors’
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	CEO and executive chairman, upon the satisfaction of the Milestones; and - o Upon entry of the Interim Transaction Approval Orders, along with the Participating ProjectCos, provide the DIP Credit Bid (as defined below). (4) G-I will agree to: - o Following entry of the Final Transaction Approval Orders and contemporaneously with the consummation of the Transition and the Sale Transaction, provide its allocation of the New-Money DIP Loans to the Debtors on the terms set forth below; - o Not object to the Debtors' Non-Insider Key Employee Retention Plan; - o Negotiate in good faith with the Debtors regarding amendments to the Debtors' proposed Key Employee Incentive Plan providing for incentive-based payments to the Debtors' proposed KEIP participants, other than the Debtors' CEO and executive chairman, upon the satisfaction of the Milestones; and - o Upon entry of the Interim Transaction Approval Orders, along with the Participating ProjectCos, provide the DIP Credit Bid (as defined below). (5) The Committee will agree to: - o Not object to or otherwise challenge the Participating ProjectCos' ownership of their respective Projects and Project Proceeds, as set forth in the schedules to the Transaction Approval Motion, the DIP Facility, the DIP Credit Bid, the Transaction Approval Motion, or any other relief sought thereby, including the releases contemplated by the DIP Credit Bid. - o Upon entry of the Interim Transaction Approval Orders, withdraw the objection filed at Docket No. 218 to the extent it objects to the Debtors' cash management motion; - o Not object to the Debtors' Non-Insider Key Employee Retention Plan; and - o Negotiate in good faith with the Debtors regarding amendments to the Debtors' proposed Key Employee Incentive Plan providing for incentive-based payments to the Debtors' proposed KEIP participants, other than the Debtors' CEO and executive chairman, upon the satisfaction of the Milestones.
Transaction Approval Motion	The Debtors will file the Transaction Approval Motion seeking interim and final relief: x. The Transaction Approval Motion shall request entry of: (i) the Interim Settlement Order (as defined below), which shall attach a settlement term sheet which will contain, without limitation, the terms set forth herein, a form of sale notice, and a transition procedures schedule; and (ii) Interim DIP Order (as defined below), which shall attach the debtor-in-possession facility agreement (the "DIP Credit

	Agreement” and, together with the DIP Orders and this DIP Term Sheet, the “DIP Documents”), the forms of which shall be acceptable to the Required DIP Lenders and the Borrower and, solely as to its rights, indemnities, duties and obligations thereunder, the DIP Agent (collectively with the DIP Credit Agreement and the related security and ancillary documents, the “DIP Loan Documents,” and all obligations arising thereunder, the “DIP Obligations”). An Asset Purchase Agreement will be negotiated prior to the Final Transaction Approval Hearing. xi. Interim Transaction Approval Orders: The Debtors shall seek entry of one or more orders, in form and substance acceptable to the Debtors, the Participating ProjectCos, G-I, Brookfield, and the Committee approving the Settlement, the Transition Procedures, Sale Transaction, and Channel Partner Settlement Procedures (the “Interim Settlement Order”) and approving the DIP Facility (the “Interim DIP Order”, and, together with the Interim Settlement Order, the “Interim Transaction Approval Orders”) on an interim basis, which shall: - o Approve the Settlement and the DIP Facility on an interim basis, including the Debtors’ use of the Participating ProjectCos’ Project Proceeds as deemed DIP Loans; - o Approve the reservation of amounts to pay the award authorized by the Court and consistent with the Budget with respect to the Non-Insider KERP; - o Approve the form of notice of the Sale Transaction (the “Sale Notice”); - o Approve and authorize the Debtors taking certain actions to prepare for the consummation of the Transition in accordance with the Transition Procedures; <i>provided</i> that the Transition shall not be consummated until entry of the Final Transaction Approval Orders; and - o Approve the Channel Partner Settlement Procedures. xii. Final Transaction Approval Orders: The Debtors shall seek entry of one or more orders, in form and substance acceptable to the Debtors, the Participating ProjectCos, G-I, Brookfield, and the Committee approving the Settlement, the Transition and the Transition Procedures, Sale Transaction, and Channel Partner Settlement Procedures (the “Final Settlement Order”) and approving the DIP Facility (the “Final DIP Order”, and, together with the Interim Settlement Order, the “Final Transaction Approval Orders”) on a final basis, which shall: - o Approve and authorize the Settlement, the DIP Facility, the Sale Transaction, the Channel Partner Settlement Procedures, the Transition Procedures, and the Debtors’ consummation of the transactions contemplated thereby on a final basis (together
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	with any other relief sought by the Transaction Approval Motion not yet granted on a final basis); and o Waive any statutory stay to the effectiveness of the Final Transaction Approval Orders. Promptly following the entry of the Final Transaction Approval Orders (and in any event prior to the applicable Milestones (as defined below)), on a date mutually agreed by the Debtors, the Participating ProjectCos, G-I, and Brookfield (the “Transition Effective Date”), the Debtors shall consummate the Sale Transaction and the Transition (together with any other outstanding Transition steps).
Sale Transaction	The Debtors shall seek Bankruptcy Court approval of the Sale Transaction under the Transaction Approval Motion. • Sale Assets: All of the Debtors’ assets, including all of the Debtors’ inventory, work-in-progress Projects, and Causes of Action (collectively, the “Sale Assets”); <i>provided</i> that the Sale Assets will exclude the Excluded Assets and the Debtors’ cash (including proceeds of the DIP Loans). • Go-Shop: Following the entry of the Interim Settlement Order, the Debtors will file the Sale Notice. The Debtors may entertain offers for the Sale Assets from entities other than the DIP Lenders and shall have the ability to pursue any higher and better alternative offer, subject to the terms and conditions of the DIP Credit Agreement. • DIP Credit Bid: The DIP Lenders shall credit bid the entire amount of the DIP Claim in the Sale Transaction (the “DIP Credit Bid”), subject to the terms and conditions of a mutually acceptable asset purchase agreement (the “Asset Purchase Agreement”), in exchange for all the Sale Assets. • Successful Bidder: The Debtors shall consummate the Sale Transaction with the bidder(s) that make the highest or otherwise best offer for the Sale Assets; <i>provided</i> that the Debtors may only consummate a Sale Transaction with a bidder other than the DIP Lenders if such bid provides for the DIP Facility to be repaid in full in cash on the closing date of the Sale Transaction. Any encumbered assets of the Debtors that are not sold through the Sale Transaction shall be turned over to the relevant secured creditors in satisfaction or partial satisfaction of their Claims as set forth in the Plan; <i>provided</i> that Brookfield shall not be required to accept such treatment. In addition to the terms set forth elsewhere in this Restructuring Term Sheet with respect to the DIP Credit Bid, the Asset Purchase Agreement shall provide for the following and otherwise be in form and substance reasonably acceptable to the DIP Lenders and the Debtors: • The DIP Lenders as of the closing of the DIP Credit Bid (in the capacity as the acquirors under the Asset Purchase Agreement, the “Acquirors”) shall have the right to require the Debtors to assume and assign any contract or lease of the Debtors to the Acquirors or their

	designee pursuant to mutually agreeable procedures, which procedures will, among other things: (i) permit the Acquirors to exercise such right with respect to any contract or lease of the Debtors (including customary rights to exercise such right post-Closing under certain circumstances), provided that the Acquiror will pay any cure costs arising from such assumption and assignment, and (ii) provide procedures for establishing such cure costs (which procedures will include, for the avoidance of doubt, the Debtors providing notice to all non-Debtor counterparties to executory contracts and unexpired leases that their contracts and leases may be assumed and assigned to the Acquiror and the Debtors' good faith estimate of the cure cost associated with assuming and assigning each such contract or lease). • The Acquirors' acquisition of all the Sale Assets pursuant to the DIP Credit Bid, subject to: (i) the Plan Trust Contribution (as defined below); and (ii) the Acquirors' ability to exclude, in their sole discretion, any Sale Asset from the assets acquired by the Acquirors pursuant to the Sale Transaction (such acquired assets, the "Acquired Assets") after the execution of the Asset Purchase Agreement but before the entry of the order approving the Sale Transaction. • The Acquirors will not assume any liabilities of the Debtors unless they elect to do so, in their sole and absolute discretion and as set forth in the Asset Purchase Agreement. • The Acquirors' ability to purchase Excluded Assets, in their sole and absolute discretion, provided they satisfy in cash any valid, perfected, and unavoidable liens as of the Petition Date that exist on such Excluded Assets. • The Acquirors' ability to designate additional Acquirors to acquire certain of the Acquired Assets. • The closing of the Asset Purchase Agreement, the Transition, and the New-Money DIP Loans shall occur contemporaneously (the "Closing"). • The Debtors will be required to deliver to the Acquirors and Omnidian all available information in their possession, custody and control with regard to Projects constituting Sale Assets (including completed Projects and WIP Projects) (the "Sale Projects Information"), including any information required for asset management, RECs, warranties, or billing and collections with respect to such Projects and all open work orders, jobs, and necessary deferred maintenance activities with respect to such Projects. • The Debtors shall deliver to the Acquirors a schedule of all insurance policies of the Debtors and exercise commercially reasonable efforts to identify any obstacles to the assumption and assignment of such insurance policies to the Acquirors or their designees (the "Insurance Policy Information"). • The Acquirors and the Debtors or the Plan Administrator, as applicable, will negotiate an appropriate transition services agreement
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	or arrangement, in form and substance acceptable to the Debtors and Plan Administrator, on the one hand, and Acquirors or their designees, on the other, providing for the Debtors or Plan Administrator, as applicable, to provide post-Closing transition services reasonably required by the Transition Services Recipients at their expense. • The closing of the DIP Credit Bid will be conditioned upon the satisfaction or waiver of customary conditions precedent, including, without limitation: ○ Satisfaction of all Milestones; and ○ No material breach of the Asset Purchase Agreement. • The following Causes of Action shall be subject to customary releases or, with respect to clauses (i) and (iii), acquired by the Acquirors in the Acquirors' sole discretion: (i) any and all Causes of Action of any Debtor or its estate against the Backleverage Entities, DIP Lenders, Brookfield, the Acquirors, their current or former affiliates (other than the Debtors), and their related persons, (ii) the Debtors' Avoidance Actions against ordinary course trade vendors, and (iii) any other Causes of Action mutually agreed among the Debtors, the Committee, and the Acquirors (collectively, (i), (ii), and (iii), the "Released Causes of Action"). • On the Plan Effective Date: (i) the Acquirors shall assign to the Plan Trust (or any other entity as may be mutually agreed among Brookfield, the Debtors, and the Committee) the Causes of Action (other than (i) the Released Causes of Action and (ii) any Causes of Action relating to the ongoing business or commercial operations of the Participating ProjectCos) that they acquired pursuant to the Asset Purchase Agreement (the "Plan Trust Claim Contribution" and together with the Plan Trust Cash Contribution, and the Participating ProjectCo Claims Waiver (as defined below), the "Plan Trust Contributions"); and (ii) as partial consideration for the Plan Trust Cash Contribution, Brookfield and G-I will receive the DIP Lender Plan Trust Interests.
DIP Facility	Subject to the terms and conditions of the DIP Credit Agreement (which shall be in form and substance reasonably acceptable to the Debtors, the Participating ProjectCos, Brookfield, and G-I), the Participating ProjectCos, Brookfield, and G-I (the "DIP Lenders") will provide the Debtors with an up to \$41 million multi-draw debtor-in-possession financing facility (the "DIP Facility" and the loans thereunder, the "DIP Loans"), consisting of: (1) upon entry of the Interim Transaction Approval Orders, the Participating ProjectCos' Project Proceeds (inclusive of any Project Proceeds spent postpetition by the Debtors prior to entry of the Interim Transaction Approval Order) held or received by the Debtors at any time from the Petition Date to the earlier of (a) the Transition Effective Date and (b) the occurrence of any Event of Default and acceleration of the DIP Facility by the DIP Lenders (as defined in the DIP Facility Term Sheet) (the "Project Proceeds DIP Loans") up to the Project Proceeds DIP Loan Cap (as defined below); (2) following entry of the Final Transaction Approval Orders and contemporaneously with the consummation

	of the Transition and the Sale Transaction, Brookfield and G-I will provide their respective allocations, as set forth on Annex II, of \$14.48 million of new-money DIP Loans (the “New-Money DIP Loans”), inclusive of \$2 million new-money DIP loans, which shall be reserved for distributions to unsecured creditors or transferred to the Plan Trust (the “Plan Trust Cash Contribution”); and (3) upon entry of the Interim Transaction Approval Orders, a roll-up of \$8 million of Brookfield’s Secured Bridge Note claims. xiii. Project Proceeds DIP Loan Cap: As used herein, “Project Proceeds DIP Loan Cap” means \$17.66 million, less, to the extent any Project Company does not become a Participating ProjectCo, the Project Proceeds attributable to any such Non-Participating ProjectCo. xiv. Interest: 15% PIK (+2% default), compounded monthly xv. Funding Payment: 7.5% PIK xvi. Exit Payment: 7.5% in cash; <i>provided</i> that upon satisfaction of the DIP Loans in respect of the DIP Credit Bid, the Exit Payment shall be included in the DIP Credit Bid xvii. Agency Fee: \$100,000 xviii. Guaranteed MOIC: 1.3x xix. Use of Proceeds: Proceeds of the DIP Facility shall be used to finance the Chapter 11 Cases, the Transition, distributions under the Plan, and contributions to the Plan Trust, in each case subject to the Budget. The proceeds of the DIP Facility shall not be used to provide transition services to Non-Participating ProjectCos. xx. Collateral: The DIP Facility shall be secured by senior, superpriority liens (the “DIP Liens”) on all of the Debtors’ assets except the Excluded Assets (as defined below) and junior liens on the Excluded Assets. xxi. Priority: - o DIP Liens shall prime all other prepetition liens, including the Convertible Secured Notes, except (1) the liens on collateral pledged to secure the June Bridge Loan Facility (the “Owner 2 Collateral”), (2) the liens on collateral pledged to secure the Battery Revolving Credit Facility (the “Battery Collateral”), (3) the liens of Wells Fargo Bank, N.A. on certain forklifts, (4) the liens of HYG Financial Services, Inc. on certain equipment, (5) the liens of List Government Receivables Fund, LLC on the equity of PosiGen Owner 3, LLC, (6) liens on any inventory that is subject to being reclaimed, and (7) purchase money security interests, if any (in each case ((1) through (7))), solely to the extent such liens are valid, perfected, and unavoidable liens as of the Petition Date) (the assets subject to such liens, the “Excluded Assets”). - o The DIP Lenders shall be entitled to superpriority administrative expense claims against each Debtor. xxii. Milestones: The DIP Credit Agreement and the Asset Purchase Agreement shall include the milestones set forth on Annex III. xxiii. Budget: The DIP Credit Agreement shall include a covenant requiring compliance with a budget acceptable to the Required DIP Lenders (as defined in the DIP Term Sheet), including line items for the Debtors’
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	and Committee’s professionals’ fees (the “Budget”). The Budget shall, among other things, provide for the payment of no more than \$1.5 million in the aggregate for all of the Committee’s professionals’ fees and expenses for the entirety of the chapter 11 cases; <i>provided that</i> if the Committee’s professionals’ aggregate fees and expenses (i) exceed \$1.5 million, the Committee’s professionals may use up to \$500,000 of the Plan Trust Cash Contribution to satisfy such excess amounts or (ii) are less than \$1.5 million, the difference between \$1.5 million and the amount of the Committee’s professionals’ aggregate fees shall be contributed to the Plan Trust. xxiv. Carve Out: To include customary carve out provisions with separate Budget-limited carveouts for each professional, with an aggregate post-carve out trigger amount equal to \$100,000 xxv. Credit Bid: The DIP Lenders shall provide the DIP Credit Bid xxvi. Other Provisions: Interim DIP Order and Final DIP Order shall contain customary release and stipulation provisions xxvii. Alternative Settlements: The Debtors shall not enter into any settlement, compromise, or other resolution with any Non-Participating ProjectCo or any Non-Participating ProjectCo’s Class A member (other than the Settlement) without the prior written consent of the Required DIP Lenders. xxviii. Obligations Not Joint and Several: For the avoidance of doubt, the DIP Lenders’ commitments will be several, and not joint and several
Transition Procedures	The Transaction Approval Motion shall contain procedures that provide for the transition of the Debtors’ servicing operations to Omnidian and any other servicers designated by Backleverage (provided that Omnidian will provide O&M servicing) and any other actions necessary or reasonably desirable to facilitate the independent operation of the Participating ProjectCos (such procedures, the “Transition Procedures” and such transition, the “Transition”), which procedures will provide for, among other things: (1) At the election of the applicable Participating ProjectCo with Brookfield’s and G-I’s consent, such Participating ProjectCo’s existing service agreements with Provider shall be either (a) rejected and the new servicers shall execute new service agreements with such Participating ProjectCo or (b) amended, assumed, and assigned to the new servicers (the “Servicing Transition”); (2) Procedures for the Debtors or the Plan Administrator, as applicable, to: (a) provide Omnidian, the Participating ProjectCos, and, G-I, Backleverage with copies of the Participating ProjectCos’ books and records (the “Books and Records Access”) and access to any other information reasonably required by the Participating ProjectCos to assist with the Transition (the “Information Access”), including negotiating and executing a letter directing Sage Intacct to duplicate the Debtors’ Sage Intacct instance, provide access to such duplicated instance to Omnidian and the Participating ProjectCos (the “Sage Intacct Access”), and provide and maintain accounting support and current practices in Sage Intacct (including all journal entries); (b) provide the Participating ProjectCos or their

	designees with any required trademark licenses consistent with the terms of an IP license agreement in form and substance reasonably acceptable to the Debtors, Participating ProjectCos, G-I and Brookfield (the “IP License”); (c) provide all reasonably requested information to assess and complete required FERC filings (including Form 556) and (d) enter into an appropriate transition services agreement or arrangement (the “Transition Services Agreement”), in form and substance acceptable to the Debtors or the Plan Administrator, as applicable, the Participating ProjectCos, Omnidian, and Brookfield (collectively, the “Transition Services Recipients”), providing for the Debtors to (i) provide post-Transition transition services reasonably required by the Transition Services Recipients at their expense and (ii) authorize the Debtors’ employees to satisfy Omnidian’s licensing requirements to the extent such employees consent to that arrangement, <i>provided</i>, in each case, that the Debtors shall be permitted to assign such rights and obligations to the Plan Administrator; (3) Implementation of a coordinated pre- and post-Transition communication plan (including hosting a link on PosiGen’s website), coordinated script and public statements across various platforms (including IVR), and other mutually acceptable communications materials (the “Communications Plan”); (4) Omnidian shall be permitted to solicit for hire, as an employee, independent contractor, or otherwise, and make offers to any employee of the Debtors following entry of the Interim Transaction Approval Orders, as applicable, and such employees shall be permitted to respond and negotiate such offers during such period; <i>provided</i> that, unless the Debtors consent to an earlier date, the start date of any employee of the Debtors at Omnidian shall not occur until entry of the Final Transaction Approval Orders; <i>provided, further</i>, that, for the avoidance of doubt: (a) Omnidian will be permitted to hire any former employee of the Debtors whose employment (i) has been terminated by the Debtors prior to entry of the Final Transaction Approval Orders or (ii) was terminated and remains terminated by such former employee prior to entry of the Interim Transaction Approval Orders; (b) if an employee of the Debtors that is a KERP Participant accepts an offer of employment from Omnidian in accordance with this clause (4), the Debtors shall (i) terminate such employee’s employment, effective as of a mutually agreed date, with such termination deemed to be without cause and (ii) pay such employee their award under the Non-Insider KERP in their final paycheck; and (c) regardless of whether such employee or former employee is a KERP Participant, the Debtors shall be deemed to have waived any non-compete or other restrictive obligations of such employee or former employee to facilitate Omnidian’s hiring of such employee or former employee in accordance with this clause (4); (5) Following entry of the Final Transaction Approval Orders, the Debtors shall: (a) transfer or redirect (as applicable) all existing and
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	future Project Proceeds of the Participating ProjectCos (to the extent not lent to the Debtors pursuant to the DIP Facility) to the bank account(s) of the Participating ProjectCos or their designees, as designated by the Participating ProjectCos; and (b) provide any transition billing services, including any support reasonably required by the Participating ProjectCos or their designees related to billing and account setup, authorization, and configuration, and provide any services or take any actions required to provide the Participating ProjectCos with access to their bank accounts (collectively, (a), and (b), the “Project Proceeds Transition”); <i>provided</i> that the Debtors shall take actions to prepare for the foregoing from and after entry of the Interim Transaction Approval Orders; (6) Assume and assign the Debtors’ existing third-party servicing arrangements (<i>e.g.</i>, Genpact) and any other executory contracts or unexpired leases reasonably requested by the Participating ProjectCos in connection with the Transition (but excluding any such agreements or leases that the Participating ProjectCos elect to exclude from such assumption and assignment) to the Participating ProjectCos or their designees, subject to payments of Bankruptcy Court-approved cure amounts by the applicable Participating ProjectCos or their designees (the “Transition Contracts Assignment”); (7) Maintain Omnidian’s monitoring access with respect to all OEM providers (the “Monitoring Access”) and, effective on the Transition Effective Date, grant independent Monitoring Access to Omnidian; <i>provided</i>, that to the extent the Acquiror, Omnidian or its designee does not elect to assume and assign the applicable contracts with respect to such Monitoring Access, the Debtors shall have no obligation to maintain such contracts following the Closing Date (the “Monitoring Access Transition”); (8) Prior to the Transition Effective Date, Omnidian and the Participating ProjectCos shall be permitted to negotiate agreements with other creditors of the Debtors in connection with servicing Solar Systems in their portfolios, if applicable, under which Omnidian may provide such services. After the Transition Effective Date, the Debtors, Omnidian, and the Plan Administrator shall have no obligation to provide continued support or information to any creditor that does not agree to an acceptable agreement with Omnidian or the Plan Administrator; (9) The Debtors shall: (a) exercise their best efforts to complete the re-registration and transfer (as applicable) of the Participating ProjectCos’ RECs to the Participating ProjectCos, including to their New GATS Accounts, prior to the Transition Effective Date; (b) in any event provide Omnidian and the Participating ProjectCos with any authorizations, access (including to any REC platforms, the New GATS Accounts, and any other applicable accounts), documents, records, or other information in their possession, custody and control required to complete such registration and transfer on and after the Transition Effective Date; and (c) provide
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	the Participating ProjectCos or their designee with access to all source data and documents in the Debtors' possession, custody, and control for the M0-M3 milestones for their respective Projects (<i>i.e.</i>, all documents and data for pre-permission to operate and permission to operate) (collectively, (a), (b), and (c), the "REC Transition"); and (10) The Debtors shall use best efforts to facilitate the reconciliation of Omnidian monitoring data tape, Genpact data tape, and any other data tapes relevant to the Participating ProjectCos' and transfer such data tapes (which shall reflect, among other things, Project ownership and status proposed in the Transaction Approval Motion) and all supporting files, data, and information to the extent in the Debtors' possession, custody and control (including, without limitation, PTO letters, system designs, and customer agreements) to the Participating ProjectCos or their designee (the "Data Tape Reconciliation"); (11) The Debtors shall support audit and related reconciliation efforts in connection with preparing revised financial statements for 2024 and 2025 and financial statements for 2026 until the Transition Effective Date, including: (a) maintaining and transferring to the Participating ProjectCos (or their designees) all journal entries and related supporting documents in the Debtors possession, custody and control to support 2024, 2025 and 2026 financial statement completion and subsequent audit procedures (in the case of 2026, as of the Transition Effective Date), including but not limited to all appraisal reports, reconciliation, standard operating procedures, historical Genpact monthly reporting data, and any information prepared and shared with the auditors for the purposes of the partially completed 2024 audit in the Debtors possession, custody and control; (b) closing outstanding months (including October, November, and December 2025) and all future periods during the chapter 11 cases; (c) completing the extraction and transfer of all accounting files in the Debtors' possession, custody, and control related to the Participating ProjectCos;³ (d) transferring to the Participating ProjectCos (or their designees) all input information and source data for the Participating ProjectCos' Q4 2025 fund management models and waterfall calculations, consistent with their Q3 waterfall calculations; (e) complete a sources and uses analysis; and (f) transition applicable LIC portals to Omnidian (collectively, (a), (b), (c), (d), (e), and (f), the "Accounting Transition"); (12) The Debtors shall use best efforts to onboard to Genpact any Projects of the Participating ProjectCos that are installed but not currently being billed to customers or transfer the information in their possession, custody, and control necessary to onboard such Projects to Omnidian (the "Project Onboarding"); (13) The Debtors shall (a) facilitate the transfer to the Participating ProjectCos or their designees the administrator log-ins for sales tax
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For the avoidance of doubt, this consists of all files in the Accounting Folder on the Debtors' Google Drive.

	upon the Transition Effective Date (including by completing all actions within the Debtors' control required to facilitate such transfer); (b) provide all tax returns, all work product and source material used for preparation of historical tax returns as well as any work product and source materials needed for all outstanding period preparation in the Debtors possession, custody and control to the Participating ProjectCos or their designees; and (c) facilitate and support the transfer of sales tax registrations with Genpacts for new officers and locations (where applicable) (including by completing all actions within the Debtors' control required to facilitate and support such transfer) (collectively, (a), (b), and (c), the "Tax Transition"); (14) To the extent not prohibited by the applicable contract or license (provided that to the extent reasonably requested by Omnidian or the Participating ProjectCos, the Debtors shall request any required consent or waiver from the applicable contract or license counterparty), the Debtors shall provide Omnidian and the Participating ProjectCos with direct access to all IT systems that store data used to support the Participating ProjectCos' operations and the servicing of their Projects or that contain logic to transform or interpret such data (the "IT Transition"), including the IT systems set forth on <u>Annex IV</u>; <i>provided</i>, that to the extent Omnidian, the Participating ProjectCos or their designee do not elect to have the applicable agreements with respect to such systems assumed and assigned to them, the Debtors shall have no obligation to maintain such systems or provide continued access following the Transition Effective Date; (15) The Debtors shall deliver to the Participating ProjectCos, Brookfield, G-I, and Omnidian all information in their possession, custody and control with regard to the Participating ProjectCos' Projects (including completed Projects and WIP Projects) (the "ProjectCo Projects Information"), including any information required for asset management, RECs, warranties, or billing and collections with respect to such Projects and all open work orders, jobs, and necessary deferred maintenance activities with respect to such Projects; (16) The Debtors shall facilitate and participate in key department transition calls and be available to address any Transition-related questions and provide prompt diligence responses; (17) By no later than the Transition Effective Date, the Debtors shall provide Omnidian with an updated report of all open customer, attorney general, "better business bureau" complaints, regulatory matters, and/or litigation naming a Participating ProjectCo and/or relating to a Project owned by a Participating ProjectCo, including a summary of the matter, relevant status, and attorney retained (as applicable);
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	(18) The Debtors shall facilitate the transition of any insurance policies under which the Participating ProjectCos are the primary beneficiary to the Participating ProjectCos; and (19) The Debtors shall facilitate transfer of possession of any parts, inventory, equipment, or other assets of a Participating ProjectCo to such Participating ProjectCo; <i>provided</i> that the Participating ProjectCo shall identify the location to which such parts and equipment shall be transferred at least 7 days prior to the Closing Date and the transportation costs shall be paid by such ProjectCo. All workstreams to prepare for the Transition shall resume or commence (as applicable) upon entry of the Interim Transaction Approval Orders and be completed as promptly as possible (and in any event no later than the applicable Milestones); <i>provided</i> that the Transition shall not be consummated until entry of the Final Transaction Approval Orders.
Channel Partner Settlement Procedures	Pursuant to the Transaction Approval Motion, the Debtors will obtain approval of the following procedures (the “Channel Partner Settlement Procedures”) for the execution of (1) settlement agreements (each a “Non-Debtor Project Settlement Agreement”) regarding the completion of Projects owned by a Participating ProjectCo (each such Project, a “Non-Debtor Project” and such Participating ProjectCo in its capacity as the owner of such Projects, a “Non-Debtor Project Owner”), executed among the Debtors, the Non-Debtor Project Owner, and the Channel Partner with an existing agreement with the Debtors regarding the completion of such Projects (such agreements, the “Channel Partner Agreements”); and (2) settlement agreements (each a “Debtor Project Settlement Agreement” and together with the Non-Debtor Project Settlement Agreements, the “Channel Partner Settlement Agreements”) regarding the completion of Projects owned by a Debtor (each such Project, a “Debtor Project” and such Debtor in its capacity as the owner of such Projects, a “Debtor Project Owner”), executed among the Debtor Project Owner and the Channel Partner with an existing Channel Partner Agreement regarding the completion of such Projects (as applicable). • <u>Non-Debtor Project Settlement Agreements</u> - o The Channel Partner Settlement Procedures will provide that, if a Channel Partner Settlement provides for the completion of Non-Debtor Projects and does not address Debtor Projects, the non-Debtor Project Owner and the applicable Channel Partner will be authorized to negotiate and, together with the Debtors, execute and consummate such Channel Partner Settlement without further notice or approval of the Court, <i>provided</i> that such Channel Partner Settlement provides for (1) the Channel Partner’s irrevocable waiver or termination of its rights and claims against the Debtors with respect to the specific Non-Debtor Projects subject to such Channel Partner Settlement and arising under its Channel Partner Agreement or any other related documents, (2) the Non-Debtor Project Owner’s irrevocable waiver or termination of its rights and claims against the Debtors with respect to the specific Non-Debtor Projects subject to such Channel Partner Settlement

	and arising under the applicable development agreement among the Debtors and the Non-Debtor Project Owner (each a “Development Agreement”), and (3) the irrevocable termination, waiver, novation, or assignment of the Debtors’ obligations, rights, and claims with respect to the specific Non-Debtor Projects subject to such Channel Partner Settlement and arising under the applicable Development Agreement, applicable Channel Partner Agreement, or other related documents (collectively, the “Non-Debtor Settlement Agreement Requirements”). - o The Debtors agree that any Non-Debtor Project Settlement Agreement satisfying the Non-Debtor Settlement Agreement Requirements is in the best interests of the Debtors and their estates and to execute and consummate any such agreement promptly. • <u>Debtor Project Settlement Agreements</u> - o The Channel Partner Settlement Procedures may include procedures for obtaining the Court’s approval of Debtor Project Settlement Agreements on shortened notice. - o For the avoidance of doubt, upon the acquisition of any Project pursuant to the DIP Credit Bid, such Project shall no longer constitute a Debtor Project. Nothing in the Channel Partner Settlement Agreement Procedures shall permit any Channel Partner to obtain an administrative expense claim against the Debtors’ estates for work commenced or continued after the Petition Date without the prior written consent of the Debtors’ Chief Restructuring Officer; <i>provided</i> that such consent shall not be unreasonably withheld.
<u>CHAPTER 11 PLAN</u>	
Rejection of Channel Partner Agreements	The Plan will provide for the rejection of any Channel Partner Agreements that remain executory contracts of the Debtors on the Effective Date other than Channel Partner Agreements subject to a Channel Partner Settlement. Any Channel Partners that are party to such agreements shall receive, in full and final satisfaction of such Channel Partner’s Claims (including Claims arising from the rejection of such Channel Partner’s Channel Partner Agreement) against any of the Debtors, the treatment received by holders of General Unsecured Claims against the Consolidated Debtors.
Rejection of Servicing Agreements	The Plan will provide for the rejection of any servicing and other agreements among the Debtors and the Project Companies that remain executory contracts on the Effective Date.
Chapter 11 Plan / Substantive Consolidation	The Debtors intend to seek confirmation of a chapter 11 plan of reorganization (the “Plan”) proposed in the Chapter 11 Cases and confirmed in accordance with the milestones set forth below. The estates of Debtors (1) PosiGen, LLC, (2) PosiGen Operations, LLC, (3) PosiGen Developer, LLC, (4) PosiGen Provider, LLC, (5) PosiGen Holdings, LLC, (6) PosiGen Rampart Holdco, LLC, (7) PosiGen Rampart, LLC, (8) PosiGen Owner 2, LLC, and (9) PosiGen Owner 3, LLC shall be

	substantively consolidated and the foregoing Debtors shall be referred to herein as the “Consolidated Debtors.” The Plan shall constitute a single plan of reorganization for PosiGen, PBC (“PBC”) and a separate consolidated plan of reorganization for the Consolidated Debtors.
Plan Trust	The Plan shall provide for the creation of a Plan Trust and the appointment of a Plan Administrator that is mutually agreed by Brookfield and the Committee. On the Effective Date, • The Plan Trust shall be seeded with (i) the Debtors’ remaining cash and/or other assets after consummating the Sale Transaction and paying Allowed Administrative Expenses and any other payments provided in the Plan and (ii) the Plan Trust Claim Contribution and any other Causes of Action that are not sold pursuant to the Sale Transaction (the “Retained Causes of Action”); and • All of the Debtors’ documents and information that are not transferred as part of the Sale Transaction shall be transferred to the Plan Trust. The Plan Administrator’s responsibilities shall include: • Maintaining records, reconciling financial statements, and providing administrative, accounting and other services to Backleverage and other participating entities; • Facilitating the Transition; • Investigating and prosecuting the Retained Causes of Action; • Administering the Plan Trust Assets; • Administering the Claims allowance process and objecting to Claims; • Otherwise liquidating and distributing the Plan Trust Assets to creditors in accordance with the Plan; and • Filing tax returns, providing reporting to the Bankruptcy Court, and otherwise administering the Plan Trust. The Plan Trust Agreement shall be in form and substance reasonably acceptable to the DIP Lenders and the Committee and shall provide that: • On the Plan Effective Date, the Participating ProjectCos that are DIP Lenders shall irrevocably waive and release their respective General Unsecured Claims against the Debtors; • All assets held by PBC or the Consolidated Debtors, as applicable, as of the date immediately prior to the Plan Effective Date and that were not sold in the Sale Transaction shall be transferred to the Plan Trust as Plan Trust Assets;

	• The Plan Trust shall issue three classes of interests, (1) the PBC Plan Trust Interests, (2) the Consolidated Debtors Plan Trust Interests, and (3) the DIP Lender Plan Trust Interests; • The PBC Plan Trust Interests shall entitle the holders of such interests to 40% of the proceeds of the PBC Plan Trust Assets; • The Consolidated Debtors Plan Trust Interests shall entitle the holders of such interests to 40% of the proceeds of the Consolidated Debtors Plan Trust Assets; and • The DIP Lender Plan Trust Interests shall (i) be distributed to Brookfield and G-I in the allocations set forth on Annex V, on the Plan Effective Date as consideration for their Plan Trust Contributions and (ii) entitle the holders of such interests to 60% of the proceeds of the PBC Plan Trust Assets and the Consolidated Debtors Plan Trust Assets.
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TREATMENT OF CLAIMS AND INTERESTS OF THE DEBTORS UNDER THE PLAN

Each holder of an Allowed Claim shall receive under the Plan the treatment described in this Restructuring Term Sheet in full and final satisfaction, settlement, release, and discharge of and in exchange for such holder's Allowed Claim, except to the extent different treatment is agreed to by Debtors and the holder of such Allowed Claim.

Class No.	Type of Claim	Treatment	Impairment / Voting
Unclassified Non-Voting Claims Against PBC			
N/A	Administrative Claims Against PBC	On the Plan Effective Date, except as otherwise expressly provided elsewhere in this Restructuring Term Sheet, each holder of an Allowed Administrative Claim against PBC shall receive payment in full in cash.	N/A
N/A	Priority Tax Claims Against PBC	On the Plan Effective Date, each holder of an Allowed Priority Tax Claim against PBC shall receive treatment in a manner consistent with section 1129(a)(9)(C) of the Bankruptcy Code.	N/A

Classified Claims Against and Interests in PBC			
Class 1-A	Other Secured Claims Against PBC	On the Plan Effective Date, each holder of an Allowed Other Secured Claim against PBC shall receive such treatment rendering its Allowed Other Secured Claim against PBC Unimpaired in accordance with section 1124 of the Bankruptcy Code.	Unimpaired / Deemed to Accept
Class 2-A	Other Priority Claims Against PBC	On the Plan Effective Date, each holder of an Allowed Other Priority Claim against PBC shall receive treatment in a manner consistent with section 1129(a)(9) of the Bankruptcy Code.	Unimpaired / Deemed to Accept
Class 3-A	Prepetition Secured Bridge Note Claims Against PBC	On the Plan Effective Date, each Eligible Holder of an Allowed Prepetition Secured Bridge Note Claim against PBC shall receive its Pro Rata Share of the PBC Plan Trust Interests.	Impaired / Entitled to Vote
Class 4-A	Prepetition Secured Convertible Note Claims Against PBC	On the Plan Effective Date, each Eligible Holder of an Allowed Prepetition Secured Convertible Note Claim against PBC shall receive its Pro Rata Share of the PBC Plan Trust Interests.	Impaired / Entitled to Vote
Class 5-A	Prepetition Secured Battery Loan Claims Against PBC	On the Plan Effective Date, each Eligible Holder of an Allowed Prepetition Secured Battery Loan Claim against PBC shall receive: (1) the Battery Collateral and an assignment of the leases securing the Battery Revolving Credit Facility and (2) on account of any deficiency claims, its Pro Rata Share of the PBC Plan Trust Interests.	Impaired / Entitled to Vote
Class 6-A	General Unsecured Claims against PBC	On the Plan Effective Date, each holder of an Allowed General Unsecured Claim against PBC shall receive its Pro Rata Share of the PBC Plan Trust Interests.	Impaired / Entitled to Vote
Class 7-A	Intercompany Claims against PBC	On the Plan Effective Date, each holder of an Allowed Intercompany Claim against PBC shall have its Claim cancelled, released, and extinguished.	Impaired / Deemed to Reject
Class 8-A	Section 510(b) Claims against PBC	On the Plan Effective Date, each holder of an Allowed Section 510(b) Claim against PBC shall have its claims cancelled, released, and extinguished.	Impaired / Deemed to Reject

Class 9-A	Existing Equity Interests in PBC	On the Plan Effective Date, all Existing Equity Interests in PBC shall be cancelled, released, and extinguished.	Impaired / Deemed to Reject
Unclassified Non-Voting Claims Against the Consolidated Debtors			
N/A	Administrative Claims Against Consolidated Debtors	On the Plan Effective Date, except as otherwise expressly provided elsewhere in this Restructuring Term Sheet, each holder of an Allowed Administrative Claim against the Consolidated Debtors shall receive payment in full in cash.	N/A
N/A	Priority Tax Claims Against Consolidated Debtors	On the Plan Effective Date, each holder of an Allowed Priority Tax Claim against the Consolidated Debtors shall receive treatment in a manner consistent with section 1129(a)(9)(C) of the Bankruptcy Code.	N/A
Classified Claims Against and Interests in the Consolidated Debtors			
Class 1-B	Other Secured Claims Against the Consolidated Debtors	On the Plan Effective Date, each holder of an Allowed Other Secured Claim against the Consolidated Debtors shall receive such treatment rendering its Allowed Other Secured Claim against the Consolidated Debtors Unimpaired in accordance with section 1124 of the Bankruptcy Code.	Unimpaired / Deemed to Accept
Class 2-B	Other Priority Claims Against the Consolidated Debtors	On the Plan Effective Date, each holder of an Allowed Other Priority Claim against the Consolidated Debtors shall receive treatment in a manner consistent with section 1129(a)(9) of the Bankruptcy Code.	Unimpaired / Deemed to Accept
Class 3-B	Prepetition Secured Bridge Note Claims Against the Consolidated Debtors	On the Plan Effective Date, each Eligible Holder of an Allowed Prepetition Secured Bridge Note Claim against the Consolidated Debtors shall receive its Pro Rata Share of the Consolidated Debtors Plan Trust Interests.	Impaired / Entitled to Vote
Class 4-B	Prepetition Secured Convertible Note Claims Against the Consolidated Debtors	On the Plan Effective Date, each Eligible Holder of an Allowed Prepetition Secured Convertible Note Claim against the Consolidated Debtors shall receive its Pro Rata Share of the Consolidated Debtors Plan Trust Interests.	Impaired / Entitled to Vote

Class 5-B	Prepetition Secured June Bridge Loan Claims Against the Consolidated Debtors	On the Plan Effective Date, each Eligible Holder of an Allowed Prepetition Secured June Bridge Loan Claim against the Consolidated Debtors shall receive (1) either: (A) an assignment of the Owner 2 Collateral to the extent such assets are not sold in the Chapter 11 Cases or (B) the cash proceeds of the sale of the Owner 2 Collateral to the extent such assets are sold in the Chapter 11 Cases and (2) on account of any deficiency claim, its Pro Rata Share of the Consolidated Debtors Plan Trust Interests.	Impaired / Entitled to Vote
Class 6-B	Prepetition Unsecured July Bridge Loan Claims Against the Consolidated Debtors	On the Plan Effective Date, each Eligible Holder of an Allowed Prepetition Unsecured July Bridge Loan Claim against the Consolidated Debtors shall receive its Pro Rata Share of the Consolidated Debtors Plan Trust Interests.	Impaired / Entitled to Vote
Class 7-B	General Unsecured Claims against the Consolidated Debtors	On the Plan Effective Date, each holder of an Allowed General Unsecured Claim against the Consolidated Debtors shall receive its Pro Rata Share of the Consolidated Debtors Plan Trust Interests.	Impaired / Entitled to Vote
Class 8-B	Intercompany Claims against the Consolidated Debtors	On the Plan Effective Date, each holder of an Allowed Intercompany Claim against the Consolidated Debtors shall have its Claim cancelled, released, and extinguished.	Impaired / Deemed to Reject
Class 9-B	Section 510(b) Claims against the Consolidated Debtors	On the Plan Effective Date, each holder of an Allowed Section 510(b) Claim against the Consolidated Debtors shall have its claims cancelled, released, and extinguished.	Impaired / Deemed to Reject
Class 9-B	Existing Equity Interests in the Consolidated Debtors	On the Plan Effective Date, all Existing Equity Interests in the Consolidated Debtors shall be cancelled, released, and extinguished.	Impaired / Deemed to Reject
<u>GENERAL PROVISIONS REGARDING THE PLAN</u>			
Subordination	The classification and treatment of Claims under the Plan shall conform to the respective contractual, legal, and equitable subordination rights of such Claims, and any such rights shall be settled, compromised, and released pursuant to the Plan.		
Restructuring Transactions	The Confirmation Order shall be deemed to, among other things, ratify all prior corporate actions taken and to authorize all future actions as may be necessary or appropriate to effectuate the Sale Transaction, Transition		

	Procedures, and Channel Partner Settlement Procedures and the other transactions set forth in the Plan (collectively, the “ Restructuring Transactions ”), including a direction to all necessary parties required to consummate the Plan and such Restructuring Transactions under applicable law.
Claims Reconciliation and Interim Distributions	The Plan shall contain customary provisions for (i) the reconciliation of Claims and (ii) to the extent necessary, one or more interim distributions to holders of Allowed Claims pending the conclusion of the Claims reconciliation process, in each case reasonably acceptable to the Debtors and the Plan Administrator.
Cancellation of Notes, Instruments, Certificates, and Other Documents	On the Plan Effective Date, except to the extent otherwise provided in the this Restructuring Term Sheet or the Plan, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be canceled, and the Debtors’ obligations thereunder or in any way related thereto shall be deemed satisfied in full and discharged in accordance with the Plan.
Executory Contracts and Unexpired Leases	Unless otherwise specified herein, the Plan will provide that the executory contracts and unexpired leases that are not assumed as of the Plan Effective Date (either pursuant to the Plan or a separate motion) will be deemed rejected pursuant to section 365 of the Bankruptcy Code.
Retention of Jurisdiction	The Plan will provide that the Bankruptcy Court shall retain jurisdiction for usual and customary matters.
Participating ProjectCo Claims Waiver	The Participating ProjectCos will release their claims against the Debtors upon the occurrence of the Plan Effective Date and distribution of the DIP Lender Plan Trust Interests in accordance with <u>Annex V</u> (the “ Participating ProjectCo Claims Waiver ”).
Releases and Exculpation	Consummation of the Plan will be subject to approval of the Bankruptcy Court of customary release and exculpation provisions, in each case, excluding claims arising from gross negligence, willful misconduct, or fraud; <i>provided, however</i>, that no party shall receive a release under the Plan unless (i) such party is expressly listed on a schedule of released parties to be included in the Plan Supplement and (ii) each of Brookfield and the Committee, in their sole and absolute discretion, have provided prior written consent to such party being listed on such schedule. Brookfield and the Committee will consider, in good faith and to the extent practicable, whether parties should be included on the schedule of released parties.
Conditions Precedent to Restructuring	The following shall be conditions to the Plan Effective Date (the “Conditions Precedent”): the Bankruptcy Court shall have entered the Confirmation Order, which shall be a Final Order, in form and substance consistent in all respects with this Restructuring Term Sheet, which shall:

	i. authorize the Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with the Plan in a manner consistent in all respects with this Restructuring Term Sheet and subject to the consent rights set forth herein; ii. decree that the provisions in the Confirmation Order and the Plan are nonseverable and mutually dependent; iii. authorize the implementation of the Plan in accordance with its terms, including, without limitation, directing all necessary parties required to consummate the transactions set forth therein under applicable law; and iv. provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax; b. the Bankruptcy Court shall have entered the Final Transaction Approval Orders in form and substance reasonably acceptable to Brookfield, the Participating ProjectCos, and G-I, which shall be a Final Order, in form and substance consistent in all respects with this Restructuring Term Sheet; c. the Sale Transaction and the Transition shall have been consummated; d. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan; e. the final version of each of the Plan, the Definitive Documents, and all documents contained in any supplement to the Plan, including the Plan Supplement and any exhibits, schedules, amendments, modifications, or supplements thereto or other documents contained therein, shall have been executed or filed, as applicable, in form and substance consistent in all respects with this Restructuring Term Sheet and the Plan, and comply with the applicable consent rights set forth in this Restructuring Term Sheet and the Plan for such documents; and f. the Plan Trust Agreement shall have been duly executed and delivered by all of the parties thereto and all conditions precedent (other than any conditions related to the occurrence of the Plan Effective Date) to the effectiveness thereof shall have been satisfied or duly waived in writing in accordance with the terms thereof.
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Annex I

DEFINITIONS

“Administrative Claim” means a Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Plan Effective Date to preserve the Estates and operate the Debtors’ businesses; (b) Allowed Professional Claims; and (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

“Affiliate” shall have the meaning ascribed to it in section 101(2) of the Bankruptcy Code. With respect to any Person that is not a Debtor, the term “Affiliate” shall apply to such Person as if the Person were a Debtor.

“Allowed” means, with respect to any Claim or Interest: (a) a Claim or Interest (i) as to which no objection has been filed and that is evidenced by a Proof of Claim or Interest, as applicable, timely filed by the applicable bar date, if any, or (ii) that is not required to be evidenced by a filed Proof of Claim or Interest, as applicable, under the Plan, the Bankruptcy Code, or a Final Order; or (b) a Claim or Interest that is allowed (i) pursuant to the Plan, (ii) in any stipulation that is entered into with the consent of the Brookfield (such consent not to be unreasonably withheld, conditioned or delayed) and approved by the Bankruptcy Court, (iii) by Final Order of the Bankruptcy Court or (iv) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Bidding Procedures. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest or other charges on such Claim from and after the Petition Date. No Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor.

“Avoidance Actions” means any and all causes of action to avoid a transfer of property or an obligation incurred by any of the Debtors arising under sections 542, 544, 545, and 547 through and including 553 of the Bankruptcy Code or other similar or related state, federal, or foreign statutes and common law.

“Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

“Brookfield” means (i) BID Administrator, LLC, in its capacity as the administrative and collateral agent under the Secured Promissory Note Agreement and the Backleverage Credit Agreement, and (ii) BID PosiGen Lender LP, BII BID Aggregator A LP, and the other lenders under the Secured Promissory Note Agreement and the Backleverage Credit Agreement.

“Business Day” means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, New York City, State of New York.

“Cause of Action” means any claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any Avoidance Action.

“Claim” means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

“Class” means a category of holders of Claims or Interests pursuant to section 1122(a) of the Bankruptcy Code.

“Confirmation Order” means the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code in form and substance consistent with this Restructuring Term Sheet and all annexes hereto and otherwise in form and substance reasonably acceptable to the Debtors, Brookfield, the Committee, and the Participating ProjectCos.

“Consolidated Plan Trust Assets” means any proceeds of the Sale Transaction after satisfaction of all secured claims, which shall be distributed by the Consolidated Debtors or Plan Trust on or after the Effective Date.

“Consolidated Plan Trust Interests” means all beneficial interests in the Plan Trust to be issued in accordance with the Plan and the Plan Trust Agreement on account of certain Allowed Claims against the Consolidated Debtors, which shall be nontransferable unless agreed by the Consolidated Debtors and Brookfield (each in their reasonable discretion) and as permitted by applicable law.

“Debtors” means PosiGen, PBC, Developer, Provider, PosiGen, LLC, PosiGen Operations, LLC, PosiGen Holdings, LLC, PosiGen Rampart Holdco, LLC, PosiGen Rampart, LLC, PosiGen Owner 2, LLC, and PosiGen Owner 3, LLC.

“Developer” means PosiGen Developer, LLC.

“Definitive Documents” means the definitive documents governing the Restructuring, including, without limitation, the Plan, the Disclosure Statement, the Plan Trust Agreement, the Confirmation Order, and the Plan Supplement. The Definitive Documents and any modifications thereto will be consistent with this Restructuring Term Sheet in all material respects and otherwise in form and substance reasonably acceptable to the Debtors, Brookfield, and the Participating ProjectCos.

“DIP Lender Plan Trust Interests” means all beneficial interests in the Plan Trust to be issued in accordance with the Plan and the Plan Trust Agreement, which shall (i) be distributed to Brookfield and G-I, in the allocations set forth on Annex V, on the Plan Effective Date as consideration for their Plan Trust Cash Contributions and (ii) entitle the holders of such interests to 60% of the proceeds of the PBC Plan Trust Assets and the Consolidated Debtors Plan Trust Assets.

“Disclosure Statement” means the disclosure statement with respect to the Plan in accordance with, among other things, sections 1125, 1126, and 1145 of the Bankruptcy Code, including all exhibits, schedules, supplements, and annexes thereto, each as may be amended, supplemented, or otherwise modified from time to time, in form and substance consistent with this Restructuring Term Sheet and otherwise reasonably acceptable to the Debtors, Brookfield, and the Participating ProjectCos.

“Disclosure Statement Motion” means the motion filed by the Debtors seeking approval of the Disclosure Statement and solicitation procedures in respect thereof.

“Entity” shall have the meaning ascribed to it in section 101(15) of the Bankruptcy Code.

“Estate” means the estate of any Debtor created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Debtor’s Chapter 11 Case.

“Exculpated Parties” means, collectively, and in each case in its capacity as such: (a) the Debtors; (b) the Committee and its members; and (c) with respect to each of the foregoing, such Entity and its current and former Affiliates, and such Entity’s and its current and former Affiliates’ current and former equity holders, subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

“Existing Equity Interest” means an Interest in a Debtor existing as of the Petition Date or created after the Petition Date and prior to the Plan Effective Date.

“Final Order” means an order or judgment of the Bankruptcy Court, or court of competent jurisdiction with respect to the subject matter, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing will have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order will not preclude such order from being a Final Order.

“G-I” means G-I Energy Investments, LLC.

“General Unsecured Claim” means any Claim against PBC or the Consolidated Debtors, as applicable, that is not an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, an Other Secured Claim, a Secured Claim, a Prepetition Unsecured Convertible Note Claim, a Prepetition Unsecured July Bridge Note Claim, or an Intercompany Claim.

“Governmental Unit” shall have the meaning ascribed to it in section 101(27) of the Bankruptcy Code.

“Impaired” means, with respect to any Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

“Intercompany Claim” means a Claim held by a Debtor against a Debtor.

“Interest” means any equity security (as defined in section 101(16) of the Bankruptcy Code) in any Debtor and any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

“Law” means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

“Non-Participating ProjectCo” means any Project Company that is not a Participating ProjectCo.

“Other Priority Claim” means any Claim other than an Administrative Claim or a Priority Tax Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

“Other Secured Claim” means any Secured Claim against PBC or the Consolidated Debtors, as applicable, that is not a Prepetition Secured Promissory Note Claim, a Prepetition Secured Convertible Note Claim, a Prepetition Secured Battery Note Claim, or a Prepetition Secured Bridge Note Claim.

“Participating ProjectCo” means any Project Company that elects to participate in the Settlement, including, without limitation, (1) PosiGen Owner, LLC, (2) Rooftop Solar I, LLC, (3) Rooftop Solar II, LLC, (4) Rooftop Solar III, LLC, (5) Rooftop Solar IV, LLC, (6) Rooftop Solar V, LLC, and (7) PosiGen Marengo Project Company, LLC.

“PBC Plan Trust Assets” means all assets held by PBC as of the date immediately prior to the Plan Effective Date that are not sold in the Sale Transaction, which shall be distributed by PBC prior to the Effective Date directly to the Plan Trust.

“PBC Plan Trust Interests” means all beneficial interests in the Plan Trust to be issued in accordance with the Plan and the Plan Trust Agreement on account of certain Allowed Claims against PBC, which shall be nontransferable unless agreed by PBC and Brookfield (each in their reasonable discretion) and as permitted by applicable law.

“Person” shall have the meaning ascribed to it in section 101(41) of the Bankruptcy Code.

“Petition Date” means November 24, 2025.

“Plan” means the joint chapter 11 plan of reorganization filed by the Debtors as it may be amended or supplemented from time to time, including all exhibits, schedules, supplements, appendices, annexes and attachments thereto, which plan shall be consistent in all material respects with this Restructuring Term Sheet and otherwise reasonably acceptable to the Debtors, Brookfield, and the Participating ProjectCos.

“Plan Administrator” means the Person or Entity jointly selected by Brookfield and the Committee to serve as the trustee of the Plan Trust, identified and disclosed in the Plan Supplement, and any successor thereto appointed pursuant to the Plan Trust Agreement, as appointed in accordance with the Plan Trust Agreement.

“Plan Effective Date” means the date that is the first Business Day after the Confirmation Date on which all conditions precedent to the Plan Effective Date under of the Plan have been satisfied or waived in accordance with the Plan, and the transactions set forth therein have been consummated.

“Plan Supplement” means any compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan, which shall be filed by the Debtors prior to the Confirmation Hearing, and additional documents filed with the Bankruptcy Court prior to the Plan Effective Date as amendments to the Plan Supplement, each of which shall be consistent in all respects with, and shall otherwise contain, the terms and conditions set forth in this Restructuring Term Sheet, where applicable, and which shall include, without limitation, the Plan Trust Agreement and shall be in form and substance reasonably acceptable to Brookfield and the Debtors.

“Plan Trust” means a trust to be established on the Plan Effective Date pursuant to the terms of the Plan Trust Agreement and the Plan.

“Plan Trust Agreement” means a trust or similar agreement entered into prior to the Plan Effective Date that establishes the Plan Trust and governs the powers, duties, and responsibilities of the Plan Trust and the Plan Administrator, which shall be in form and substance consistent with this Restructuring Term Sheet and all annexes hereto and otherwise in form and substance reasonably acceptable to the DIP Lenders and the Committee.

“Plan Trust Assets” means the PBC Plan Trust Assets and the Consolidated Plan Trust Assets.

“Priority Tax Claims” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

“Pro Rata Share” shall mean (1) with respect to Allowed Unsecured Claims against PBC, the proportion that (a) the Allowed Unsecured Claim against PBC bears to (b) the aggregate amount of all Allowed Prepetition Secured Bridge Note Claims, Prepetition Secured Convertible Note Claims, Battery Loan Deficiency Claims, and General Unsecured Claims against PBC, and (2) with respect to Allowed Unsecured Claims against the Consolidated Debtors, the proportion that (a) the Allowed Unsecured Claim against the Consolidated Debtors bears to (b) the aggregate amount of all Allowed Prepetition Bridge Note Deficiency Claims, Prepetition Secured Convertible Note Deficiency Claims, June Bridge Loan Deficiency Claims, Prepetition Unsecured July Bridge Loan Claims, and General Unsecured Claims against the Consolidated Debtors; *provided* that on account of the Participating ProjectCo Claims Waiver, the Participating ProjectCos’ claims against the Debtors shall be disregarded for purposes of calculating Pro Rata Shares.

“Professional Claim” means a Claim by a professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

“Project Companies” means, collectively, Rooftop Solar I, LLC, Rooftop Solar II, LLC, Rooftop Solar III, LLC, Rooftop Solar IV, LLC, Rooftop Solar V, LLC, PosiGen Marengo Project Company, LLC, PosiGen Bienville Project Company, LLC, PosiGen Decatur Project Company, LLC, PosiGen Decatur 2 Project Company, LLC, and PosiGen Owner, LLC.

“Proof of Claim” means a proof of claim filed against any of the Debtors in the Chapter 11 Cases.

“Provider” means PosiGen Provider, LLC.

“RECs” means, with respect to a given Solar System, any and all (1) renewable energy credits, pollution allowances, carbon credits, and similar environmental allowances or credits and green tag or

other reporting rights pursuant to the laws of any present or future domestic, foreign, federal, state, or local law, regulation, bill, or emissions-trading program and (2) rights of payment in respect of rebates or performance or production-based incentives or similar benefits by a utility or federal, state or local governmental authority, in each case ((1) and (2)), with respect to the installation or use of such Solar System or the production of electricity by such Solar System.

“Secured” means when referring to a Claim, a Claim: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) otherwise Allowed pursuant to the Plan as a Secured Claim.

“Secured Bridge Notes” means the notes issued under the Secured Promissory Note Agreement.

“Transfer” means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions).

“Unimpaired” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not Impaired.

“Unsecured Claim” means any Claim that is (a) neither Secured nor entitled to priority under the Bankruptcy Code or an order of the Bankruptcy Court, including any unsecured deficiency claims, and (b) not an Administrative Claim, a Priority Tax Claim, a Professional Fee Claim, an Other Priority Claim, an Other Secured Claim, an Intercompany Claim, or a Section 510(b) Claim.

“United States Trustee” means the United States Trustee for the jurisdiction in which the Chapter 11 Cases are commenced.

Annex II

NEW-MONEY DIP LOANS

[On file with Debtors.]

Annex III

MILESTONES

The Debtors will satisfy each of the following requirements as of the deadlines set forth below (each a “Milestone” and collectively, the “Milestones”):

1. File the Transaction Approval Motion by December 24, 2026;
2. File the Schedules and Statements by December 29, 2025;
3. Send letter to Sage Intacct authorizing it to duplicate the Debtors’ instance and provide access to Omnidian and the Participating ProjectCos by no later than December 29, 2025;
4. Deliver the Insurance Policies Information to the Acquirors and Omnidian by no later than December 29, 2025;
5. File the Asset Purchase Agreement by no later than January 5, 2026;
6. Obtain entry of the Interim Transaction Approval Orders, in form and substance reasonably acceptable to Brookfield, G-I, and the Debtors, by December 30, 2025;
7. Obtain conditional approval of the disclosure statement contained in the Combined Plan and Disclosure Statement filed on December 9, 2025, through entry of an order, in form and substance reasonably acceptable to Brookfield, G-I, and the Debtors, by December 30, 2025;
8. Obtain entry of the Final Transaction Approval Orders, in form and substance reasonably acceptable to Brookfield, G-I, and the Debtors, by January 16, 2026; and
9. Complete the Transition and the Sale Transaction by no later than the earlier of January 18, 2026 and the Transition Effective Date.

Annex IV
IT SYSTEMS

1. Intacct
2. FloQast
3. Salesforce and affiliated applications (i.e., SiteTracker)
4. Google API / Google Drive
5. All Snowflake environments
6. S3 Data sources and other unstructured data sources
7. LeaseQuery
8. Aurora
9. Sigma
10. OEM Platforms
 - a. SolarEdge
 - b. Locus (AlsoEnergy)
 - c. Tesla
 - d. Enphase

Annex V

DIP LENDER PLAN TRUST INTERESTS ALLOCATIONS

[On file with Debtors.]

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

In re:	)	
	)	Chapter 11
PosiGen, PBC, <i>et al.</i> , ¹⁹	)	Case No. 25-90787 (CML)
	)	
Debtors.	)	(Jointly Administered)
	)	

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS
TO OBTAIN POSTPETITION FINANCING, (II) GRANTING LIENS
AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE
CLAIMS, (III) AUTHORIZING THE USE OF CASH COLLATERAL,
(IV) GRANTING ADEQUATE PROTECTION TO THE PREPETITION
SECURED NOTE PARTIES, (V) MODIFYING THE AUTOMATIC STAY,
(VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF**

Upon the motion (the “**Transaction Approval Motion**”)²⁰ of each of the above-captioned debtors and debtors in possession (collectively the “**Debtors**,” and each, a “**Debtor**”) in the above-captioned chapter 11 cases (collectively, the “**Chapter 11 Cases**”) pursuant to sections 105, 361, 362, 363, 364, 503, 506, 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*, as amended (the “**Bankruptcy Code**”) and rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and rules 2002-1, 4001-1, 4002-1, and 9013-1 of the Bankruptcy Local Rules (the “**Local Rules**”) for the United States Bankruptcy Court for the Southern District of Texas (this “**Court**”) seeking entry of an interim order (this “**Interim Order**”) granting the relief provided herein until the date that a final order approving the relief sought in the Transaction Approval Motion (the “**Final Order**,” together with the Interim

¹⁹ The last four digits of PosiGen, PBC’s tax identification number are 9706. A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://cases.ra.kroll.com/PosiGen>. The Debtors’ service address in these chapter 11 cases is 1000 Elmwood Park Boulevard, Suite A, Harahan, LA 70123.

²⁰ Capitalized terms used but not defined herein shall have the meaning ascribed to them in Annex A, the DIP Motion, or the DIP Documents, as applicable.

Order, the “**DIP Orders**”) has been entered (such interim period being the “**Interim Period**”), including among other things:

- (i) Authorization and approval for the Debtors to incur up to \$41,000,000 (the “**DIP Commitments**”) in aggregate principal amount of postpetition superpriority senior secured debtor-in-possession financing (the “**DIP Facility**”) by and among Debtor PosiGen, PBC (the “**DIP Borrower**”), each of the other Debtors as guarantors of the DIP Obligations (each a “**DIP Guarantor**”), the Project Company DIP Lenders (as defined below), the New Money DIP Lenders (as defined below), and BID Administrator LLC, in its capacity as administrative agent and collateral agent (in such capacities, the “**DIP Agent**” and, together with the DIP Lenders, the “**DIP Secured Parties**”), consisting of:
 - (a) upon entry of this Interim Order, term loans (the “**Project Proceeds DIP Loans**”) issued on a dollar-for-dollar basis in respect of all cash, revenues, receipts, proceeds, payments, receivables, or other amounts arising from Projects (collectively, “**Project Proceeds**”) of each of the Participating ProjectCos (in such capacity, the “**Project Company DIP Lenders**”) held or received by the Debtors (including any Project Proceeds spent postpetition by the Debtors prior to entry of this Interim Order) at any time from the Petition Date to the earlier of (1) the Transition Effective Date and (2) the occurrence of any Event of Default under the DIP Facility or pursuant to the DIP Loan Documents and the acceleration of the DIP Loans pursuant to paragraph 15(a) up to the Project Proceeds DIP Loan Cap, which Project Proceeds shall be deposited in the KeyBank Lease Revenue Collection Account and used by the Debtors in accordance with the Approved Budget and subject to and in accordance with the DIP Term Sheet and the other DIP Documents (each as defined below); and
 - (b) term loan financing and other financial accommodations consisting of (i) upon entry of this Interim Order, \$8,000,000 in principal amount of term loans substituted and exchanged for Prepetition Secured Note Loans under the Prepetition Secured Note (the “**Roll-Up DIP Loans**”), (ii) upon entry of the Final Order and contemporaneously with the consummation of the Sale Transaction, up to \$14,480,000 of new money term loans (in each case excluding fees, premiums and other amounts payable-in-kind) in principal amount of new money term loans (the “**New Money DIP Loans**” and together with the Project Proceeds Loans and the Roll-Up DIP Loans, the “**DIP Loans**”), provided by certain lenders under the Brookfield Facility Credit Agreement, the Prepetition Secured Note Secured Parties and G-I (collectively, and together with any other party that joins the DIP Facility as a lender, the “**New Money DIP Lenders**” and, together with the Project Company DIP Lenders, the “**DIP Lenders**”), inclusive of \$2,000,000 of New Money DIP Loans, which shall be reserved for distributions to unsecured creditors or transferred to the Plan Trust (the “**Plan Trust Cash Contribution**”),

in each case pursuant to and in accordance with the terms and conditions set forth in DIP

Term Sheet, substantially in the form attached hereto as **Exhibit A** (as it may be amended, restated, amended and restated, modified, supplemented, extended, waived or replaced from time to time, the “**DIP Term Sheet**”);

- (ii) Authorization for the Debtors to use the proceeds of the DIP Facility in accordance with the terms of the DIP Orders and the DIP Documents, subject to and limited by the Approved Budget (as defined herein);
- (iii) Approval of, authorization and direction for the Debtors to (a) enter into, execute, and perform under the DIP Documents, including under a debtor-in-possession facility credit agreement (the “**DIP Credit Agreement**”) consistent with the terms and conditions set forth in the DIP Term Sheet and this Interim Order and otherwise acceptable to the Required DIP Lenders and the DIP Borrower and, solely as to its rights, indemnities, duties and obligations thereunder, the DIP Agent, and (b) take and perform all other acts and steps as may be required or contemplated by or in connection with the DIP Documents and the DIP Orders;
- (iv) Subject to the Carve Out (as defined below), granting to the DIP Agent, for itself and on behalf of the DIP Secured Parties, valid, enforceable, nonavoidable, automatically perfected and enforceable liens (as defined in section 101(37) of the Bankruptcy Code) in and upon all of the DIP Collateral held by the DIP Loan Parties to secure the DIP Obligations as provided by and more fully defined in the DIP Documents, which liens shall be secured by the DIP Collateral and have the priorities set forth in Annex 3;
- (v) Subject to the Carve Out, granting to the DIP Agent, for itself and on behalf of the DIP Secured Parties, allowed superpriority administrative expense claim status for the DIP Obligations in each of the Chapter 11 Cases of the DIP Borrower and each DIP Guarantor and any of their Successor Cases (as defined herein), pursuant to section 364(c)(1) of the Bankruptcy Code, subject to the terms of the DIP Orders, which allowed superpriority administrative expense claim shall have the priorities set forth in Annex 3;
- (vi) Approving the application of the proceeds of all of the DIP Collateral in the manner and on the terms set forth in the DIP Orders;
- (vii) Authorizing and directing the Debtors to pay the principal, interest, premiums, fees, expenses, and other amounts payable under the DIP Documents as such become earned, due and payable, including the Funding Payment, the Exit Payment and the Applicable Prepayment Premium (collectively, the “**DIP Fees**”), and all other commitment fees, closing fees, exit fees, audit fees, appraisal fees, valuation fees, liquidator fees, structuring fees, administrative agent’s fees, and the reasonable and documented fees and disbursements of the DIP Agent’s and the other DIP Secured Parties’ attorneys, financial advisors, accountants, consultants, and other advisors, all to the extent provided in, and in accordance with, the DIP Documents;
- (viii) Authorizing the Debtors to use the Prepetition Secured Note Collateral, including the Cash Collateral of the Prepetition Secured Note Secured Parties under the Prepetition Secured Note Documents, and providing adequate protection to the Prepetition Secured Note

Secured Parties for, among other things, any diminution in value of their respective interests in the Prepetition Secured Note Collateral, including on a dollar-for-dollar basis in respect of Cash Collateral used, from and after the Petition Date to the extent such diminution in value occurs for any reason arising under the Bankruptcy Code, including, among other things, on account of the Debtors' sale, lease or use of the Prepetition Secured Note Collateral, including Cash Collateral, the imposition and enforcement of the automatic stay pursuant to section 362 of the Bankruptcy Code, and/or the priming of the Prepetition Secured Note Secured Parties' respective interests in the Prepetition Secured Note Collateral (including by the Carve Out) ("**Diminution in Value**");

- (ix) Subject to and effective upon (a) entry of the Final Order, with respect to the Prepetition Secured Note Collateral and (b) entry of the Interim Order, with respect to the DIP Collateral, in each case except to the extent of the Carve Out, authorizing the Debtors to waive (x) any right to surcharge any collateral pursuant to sections 105(a) and 506(c) of the Bankruptcy Code or otherwise, (y) the equitable doctrine of marshaling and other similar doctrines, and (z) the "equities of the case" exception under section 552(b) of the Bankruptcy Code;
- (x) Vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent hereinafter set forth to implement and effectuate the terms and provisions of the DIP Documents and this Interim Order and waiving the 14-day stay provisions of Bankruptcy Rule 4001(a)(3);
- (xi) Waiving the notice requirements of Bankruptcy Rule 6004(a), and any applicable stay (including under Bankruptcy Rule 6004), and providing for immediate effectiveness of this Interim Order; and
- (xii) Scheduling a final hearing on the Transaction Approval Motion (the "**Final Hearing**") for entry of a Final Order authorizing the DIP Facility as contemplated hereby on a final basis and granting such other relief as is requested in the Transaction Approval Motion and approving the form of notice with respect to the Final Hearing.

Notice of the Transaction Approval Motion, the relief requested therein during the Interim Period, and the Interim Hearing (as defined herein) ("**Notice**") having been served by the Debtors in accordance with Bankruptcy Rule 4001(c) on: (a) the U.S. Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the United States Attorney's Office for the Southern District of Texas; (d) the state attorneys general for the states in which the Debtors operate; (e) the Internal Revenue Service; (f) the indenture trustees, administrative agents, and collateral agents in respect of: (i) the Secured Convertible Notes; (ii) the Battery Revolving Credit Facility; (iii) the Promissory Note; (iv) the June Bridge Loan Facility;

(v) the July Bridge Loan Facility; (vi) the Unsecured Convertible Notes; (vii) the Backleverage Facility; (viii) the CGB 2L Facility; (ix) the DCGB 3L Facility; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002 and Bankruptcy Local Rule 9013-1(d) (the foregoing parties, the “**Notice Parties**”), and this Court finding that in light of the nature of the relief requested, no other or further notice is required.

This Court having considered the relief requested in the Transaction Approval Motion for the Interim Period, the First Day Declaration, the DIP Declaration, and the arguments of counsel made at the interim hearing on the Transaction Approval Motion (the “**Interim Hearing**”); the Interim Hearing having been held by this Court and concluded; all objections and reservations of rights, if any, to the relief requested in the Transaction Approval Motion for the Interim Period having been withdrawn, resolved, or overruled by this Court; it appearing that approval of the interim relief requested in the Transaction Approval Motion is fair and reasonable and in the best interests of the Debtors and their Estates, and is necessary to avoid immediate and irreparable harm to the Debtors and their Estates pending the Final Hearing; it appearing that the Debtors’ entry into and performance under the DIP Documents and the other transactions contemplated by this Interim Order is a sound and prudent exercise of the Debtors’ business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THIS COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:²¹

A. Disposition. The relief requested in the Transaction Approval Motion is **GRANTED** to the extent set forth herein for the Interim Period in accordance with the terms of

²¹ The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

this Interim Order. Any objections to the Transaction Approval Motion with respect to the entry of this Interim Order that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby denied and overruled. This Interim Order shall become effective immediately upon its entry and any applicable stay (including under Bankruptcy Rule 6004) is waived to permit such effectiveness.

B. Petition Date. On November 24, 2025, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

C. Debtors in Possession. The Debtors continue to operate and manage their business as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On December 5, 2025, the United States Trustee for the Southern District of Texas appointed the official committee of unsecured creditors (the “**Committee**”) [Docket No. 95]. No trustee or examiner has been appointed in the Chapter 11 Cases.

D. Jurisdiction and Venue. This Court has jurisdiction over the Chapter 11 Cases, the Transaction Approval Motion, this Interim Order, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334 and the *Order of Reference to Bankruptcy Judges* from the United States District Court for the Southern District of Texas, entered May 24, 2012. This Court’s consideration of the Transaction Approval Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to this Court’s entry of a final order in connection with the Transaction Approval Motion to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue of the Chapter 11 Cases and the Transaction Approval Motion in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and procedural bases for the relief sought in the Transaction Approval Motion and

granted in this Interim Order are sections 105, 361, 362, 363, 364, 503, 506, 507, and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, and Local Rules 2002-1, 4001-1, 4002-1, and 9013-1.

E. Notice. Upon the record presented to this Court at the Interim Hearing, and under the exigent circumstances set forth therein and in the Transaction Approval Motion and the DIP Declaration, notice of the Transaction Approval Motion and the relief requested thereby and granted in this Interim Order has been provided in accordance with Bankruptcy Rules 2002, 4001(b), and 4001(c)(1) and Local Rules 2002-1, 4001-1, 4002-1, and 9013-1, which notice was appropriate under the circumstances and sufficient for entry of this Interim Order. No other or further notice of the Transaction Approval Motion is required for entry of this Interim Order. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their Estates pending a Final Hearing.

F. Final Hearing. At the Final Hearing, the Debtors will seek approval of the Final Order, which shall be subject to the terms and conditions of the DIP Documents. Notice of the Final Hearing and Final Order will be provided in accordance with this Interim Order.

G. Debtors' Stipulations and Releases. After consultation with their attorneys and financial advisors, and without prejudice to the rights of other parties in interest, including the Committee, as set forth in paragraph 17 herein, the Debtors admit, stipulate, acknowledge, and agree to the statements set forth in Annex 2 hereto and the granting of the releases of the Prepetition Secured Note Secured Parties and DIP Secured Parties set forth in paragraph 20 (collectively, the "***Debtors' Stipulations and Releases***").

H. No Control. None of the DIP Secured Parties or the Prepetition Secured Note Secured Parties control (or have in the past controlled) any of the Debtors or their properties or

operations, have authority to determine the manner in which any of the Debtors' operations are conducted or are control persons or insiders of any of the Debtors by virtue of any of the actions taken with respect to, in connection with, related to or arising from any of the DIP Documents or the Prepetition Secured Note Documents.

I. Findings Regarding the DIP Facility.

- (1) *Request for DIP Financing.* The Debtors have requested that the DIP Lenders extend loans, advances, and other financial accommodations, and the DIP Lenders are only willing to do so as more particularly described, and subject to the terms and conditions set forth, in this Interim Order and the DIP Documents.
- (2) *Need for DIP Financing.* As set forth in the DIP Declaration, the Debtors do not have sufficient available sources of working capital to operate their business in the ordinary course without the DIP Facility, or to fund the Chapter 11 Cases without access to the proceeds of the DIP Facility, all on the terms set forth in the DIP Documents and this Interim Order. The Debtors' ability to pay their employees and to otherwise fund their operations is essential to the ability of the Debtors to effectuate a Sale Transaction and fund their Chapter 11 Cases. The ability of the Debtors to obtain sufficient working capital and liquidity through the proposed DIP Facility on the terms set forth in the DIP Documents and this Interim Order is vital to the preservation and maximization of the value of the Debtors' Estates pending consummation of a restructuring transaction, including a Sale Transaction. Accordingly, the Debtors have an immediate need to obtain funds from the DIP Facility for the purposes and on the terms and subject to the limitations set forth herein and in the DIP Documents, including the Approved Budget, in order to, among other things: (a) permit the continued operation of their business;

- (b) pay the costs of administration of the Chapter 11 Cases and satisfy their other working capital and general corporate purposes; (c) minimize disruption of their business operations; and (d) manage and preserve the assets of the Debtors' Estates in order to maximize the value of such assets and the recoveries to creditors of the Estates.
- (3) *No Credit Available on More Favorable Terms.* As stated in the DIP Declaration, the Debtors are unable to procure financing or other financial accommodations on more favorable terms from sources other than from the DIP Lenders under the DIP Documents and are unable to obtain satisfactory unsecured credit allowable under sections 364(a) or 364(b) and 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors also are unable to obtain secured credit for the purposes set forth in the DIP Documents on more favorable terms without the grant of liens on all or substantially all of the Debtors' assets pursuant to section 364(c) of the Bankruptcy Code and the terms of this Interim Order. In the Debtors' business judgment, the Debtors cannot procure the necessary financing on terms more favorable than the financing offered by the DIP Secured Parties pursuant to the DIP Documents and this Interim Order.
- (4) *Budget.* Based upon the record presented to this Court by the Debtors, (a) the Debtors have prepared and delivered the Initial Budget, (b) the Initial Budget was prepared by the Debtors with the assistance of their professional advisors and management, and (c) the Initial Budget (as the same may be amended or extended solely as provided for herein) sets forth, among other things, the projected cash receipts and disbursements for the periods covered thereby. The Initial Budget and any supplemental Approved Budget may be modified by the Debtors in accordance with this Interim Order and the

- DIP Documents without further order of this Court. Each of the DIP Secured Parties are relying upon the Debtors' compliance with the Approved Budget, subject to the Permitted Variance as defined herein and in the DIP Documents, in determining to enter into the DIP Facility as provided for in this Interim Order and the DIP Documents.
- (5) *Business Judgment and Good Faith Pursuant to Section 364(e)*. Based on the record before this Court, (a) the Debtors, the DIP Agent, and the other DIP Secured Parties have negotiated at arm's length and in good faith regarding the terms of the DIP Orders, the DIP Term Sheet, the other DIP Documents, and the DIP Facility, (b) the terms of the DIP Term Sheet, the other DIP Documents, the DIP Orders, and the DIP Facility are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and constitute reasonably equivalent value and fair consideration, (c) the interest, fees, costs, and expenses incurred by the Debtors in connection with the DIP Facility, including, without limitation, the DIP Fees, are fair, reasonable, and necessary, and (d) the DIP Facility, the DIP Liens, and the DIP Superpriority Claims (as defined herein) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise. Each of the DIP Secured Parties and the Prepetition Secured Note Secured Parties has acted without negligence or violation of public policy or law in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the Debtors' incurrence of the DIP Facility and the use of Cash Collateral, including in respect of all of the terms of this Interim Order, all documents related thereto, and all transactions contemplated by the foregoing. Any

credit extended under the terms of this Interim Order shall be deemed to have been extended in “good faith” (as that term is used in section 364(e) of the Bankruptcy Code) by the DIP Secured Parties and their respective counsel, advisors, and consultants.

- (6) *Issuance of Roll-Up DIP Loans.* As a condition to the entry into the DIP Facility, the extension of credit under the DIP Facility, including Project Proceeds in the form of Project Proceeds DIP Loans, and authorization to use the Cash Collateral of each of the Prepetition Secured Note Secured Parties, the Debtors, each of the DIP Secured Parties, and each of the Prepetition Secured Note Secured Parties has agreed that, as of the Interim Order Effective Date, the Debtors shall repay and refinance \$8,000,000 of the Prepetition Secured Note Obligations with the proceeds of Roll-Up DIP Loans, which shall be exchanged, on a dollar-for-dollar and cashless basis, for the Prepetition Secured Note Obligations as set forth in the DIP Documents and in accordance with the terms of this Interim Order. The issuance of the Roll-Up DIP Loans reflects the Debtors’ exercise of prudent business judgment consistent with their fiduciary duties. Each of the Prepetition Secured Note Secured Parties would not consent to the use of the Prepetition Secured Note Collateral, including Cash Collateral or the subordination of its Prepetition Secured Note Liens to the DIP Liens or the Carve Out, and each of the DIP Secured Parties would not be willing to provide the DIP Facility or extend credit to the Debtors thereunder without the repayment and refinancing of the Prepetition Secured Note Obligations through the issuance of the Roll-Up DIP Loans in substitution of and in exchange for such Prepetition Secured Note Obligations. The issuance of the Roll-Up DIP Loans will benefit the Debtors and their Estates because it will enable the Debtors to obtain urgently needed financing critical to administering

these Chapter 11 Cases and funding their operations, which financing would not otherwise be available. The issuance of the Roll-Up DIP Loans shall be final and irrevocable as to the Debtors upon entry of this Interim Order but otherwise shall be subject to the provisions of paragraph 17 of this Interim Order.

- (7) *Adequate Protection.* Each of the Prepetition Secured Note Secured Parties is entitled, as of the Interim Order Effective Date, pursuant to sections 105, 361, 362, and 363(e) of the Bankruptcy Code, to adequate protection of their respective interests in the applicable Prepetition Secured Note Collateral, including Cash Collateral, to the extent of any Diminution in Value thereof as set forth herein.
- (8) *Sections 506(c) and 552(b) and Marshaling.* In light of the DIP Secured Parties' and the Prepetition Secured Note Secured Parties' undertakings as set forth herein, each of the DIP Secured Parties and, subject to the entry of the Final Order, each of the Prepetition Secured Note Secured Parties is entitled to a waiver of (A) the provisions of section 506(c) of the Bankruptcy Code, (B) the "equities of the case" exception under section 552(b) of the Bankruptcy Code, and (C) the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition Secured Note Collateral, as applicable.
- (9) *No Responsible Person.* The Debtors stipulate that in making the decision to finance the Debtors' continued business operations through the DIP Facility and use of Cash Collateral, in administering any loans, in approving the Initial Budget, or in taking any actions permitted by this Interim Order, the DIP Documents, or the Prepetition Secured Note Documents, neither the DIP Agent, the DIP Lenders, nor the Prepetition Secured Note Parties, as applicable, shall be deemed to be in control of the operations of the

Debtors or to be acting as a “responsible person,” “owner or operator,” or part of any “control group” with respect to any of the Debtors or the management of the Debtors or owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or Estates.

- (10) *Good Cause.* Good and sufficient cause has been shown for the entry of this Interim Order and for authorizing the Debtors to obtain financing pursuant to the DIP Facility. The relief requested in the Transaction Approval Motion is necessary, essential, and appropriate, and is in the best interest of and will benefit the Debtors and their Estates, as its implementation will, among other things, provide the Debtors with the necessary liquidity to: (a) minimize disruption to the Debtors’ efforts for the orderly wind down of their Estates; (b) preserve and maximize the value of the Debtors’ Estates; and (c) avoid immediate and irreparable harm to the Debtors, their business, employees, and assets.
- (11) *No Obligation to Monitor.* No DIP Secured Party shall have any obligation or responsibility to monitor any Debtor’s use of the DIP Facility and each DIP Lender and the DIP Agent may rely upon each Debtor’s representations that the extensions of credit under each DIP Facility requested at any time and the use thereof are in accordance with the requirements of this Interim Order, the DIP Documents, and Bankruptcy Rule 4001(c)(2).
- (12) *Immediate Entry.* Good and sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2) and, to the extent applicable, 6004(h). Absent the immediate grant by this Court of the interim relief sought by the Transaction Approval Motion, including the use of Project Proceeds through the

extension of Project Proceeds DIP Loans, each Debtor's Estate will be immediately and irreparably harmed pending the Final Hearing. Consummation of the DIP Facility in accordance with the terms of this Interim Order, the Approved Budget, and the DIP Documents is in the best interests of the Debtors' Estates and is consistent with the Debtors' exercise of their fiduciary duties.

Based upon the foregoing findings and conclusions, the Transaction Approval Motion, and the record before this Court with respect to the Transaction Approval Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

I. Authorization and Terms of Financing.

1. Transaction Approval Motion Granted on Interim Basis. The interim relief sought in the Transaction Approval Motion is granted as provided herein, and the interim financing described herein is authorized and approved, subject to the terms and conditions set forth in the DIP Documents, the Approved Budget, and this Interim Order. All objections to this Interim Order to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled. This Interim Order shall become effective immediately upon its entry.

2. Authorization to Borrow, Guaranty, and Use Loan Proceeds.

(a) The DIP Facility is hereby approved as set forth herein. To prevent immediate and irreparable harm to the Debtors' Estates, the Debtors are hereby expressly authorized and empowered to immediately (i) borrow, or guaranty, as applicable, and obtain, on a joint and several basis, the Project Proceeds DIP Loans during the Interim Period in an amount not to exceed the Project Proceeds DIP Loan Cap, (ii) incur, on a joint and several basis, all other obligations owing to the DIP Agent and DIP Lenders on the terms and subject to the conditions and limitations set forth in the DIP Documents and this Interim Order, and (iii) cause each of the

DIP Guarantors to guarantee the DIP Obligations, in each case in accordance with the terms of the DIP Documents and this Interim Order; *provided* that the DIP Secured Parties shall not be required to extend DIP Loans or other extensions of credit under the DIP Facility to the extent that the applicable conditions for making such DIP Loans or other extensions of credit under the DIP Documents, including the DIP Term Sheet, have not been satisfied or waived in accordance with the DIP Documents. At any time when either the outstanding amount of Project Proceeds DIP Loans equals or exceeds the Project Proceeds DIP Loan Cap or an Event of Default has occurred and is continuing, including following the delivery of a Default Notice or during the Notice Period or on or after the Maturity Date, and in any such case, the Debtors (x) shall not be permitted to incur Project Proceeds DIP Loans or otherwise use Project Proceeds (other than Project Proceeds on account of Project Proceeds DIP Loans previously incurred at a time when no Event of Default had occurred and was continuing and when the outstanding amount of Project Proceeds DIP Loans did not equal or exceed the Project Proceeds DIP Loan Cap, including during the Notice Period as subject to paragraph 15(b) of this Interim Order), (y) shall not be permitted to withdraw any amounts from the KeyBank Lease Revenue Collection Account that constitute Project Proceeds (other than Project Proceeds on account of Project Proceeds DIP Loans previously incurred at a time when no Event of Default had occurred and was continuing and when the outstanding amount of Project Proceeds DIP Loans did not equal or exceed the Project Proceeds DIP Loan Cap), and (z) shall immediately deposit any Project Proceeds received by the Debtors at such time when either the outstanding amount of Project Proceeds DIP Loans equals or exceeds the Project Proceeds DIP Loan Cap or an Event of Default has occurred and is continuing into the KeyBank Lease Revenue Collection Account and shall immediately thereafter transfer such cash to the Project Company DIP Lenders as directed by the Required DIP Lenders. For the avoidance of

doubt, all Project Proceeds held or received by the Debtors in excess of the Project Proceeds DIP Loan Cap shall not constitute property of any Debtor's Estate.

(b) Immediately upon the entry of the Interim Order, but subject to the provisions and limitations contained in paragraph 17 hereof, the Debtors shall be deemed, automatically and without any further action, to incur \$8,000,000 in Roll-Up DIP Loans incurred in substitution of and in exchange for an equal amount in outstanding Prepetition Secured Note Obligations as set forth in the DIP Documents, including the DIP Term Sheet, and this Interim Order on a cashless basis. The Prepetition Secured Note Obligations deemed substituted and exchanged under this paragraph 2(b) shall (x) be deemed indefeasibly repaid as of the date of entry of this Interim Order and the Roll-Up DIP Loans issued in substitution of the Prepetition Secured Note Obligations shall be deemed exchanged therefor by each DIP Lender in accordance with the terms of the DIP Documents and (y) be authorized as compensation for, in consideration for, as a necessary inducement for, and on account of the agreement of the DIP Lenders to fund the DIP Facility and not as adequate protection for, or otherwise on account of, the Prepetition Secured Note Obligations. Each Debtor, DIP Secured Party and Prepetition Secured Note Secured Party is hereby authorized to take any actions as may be necessary or advisable to effectuate the issuance of the Roll-Up DIP Loans.

(c) In accordance with the terms of this Interim Order and the DIP Documents, the proceeds of borrowings issued under the DIP Facility and of Cash Collateral shall be used solely for purposes permitted under the DIP Documents and this Interim Order, and in accordance with the Approved Budget, subject to the Carve Out and the Permitted Variance (as defined below) as set forth in this Interim Order and the DIP Documents.

3. Financing Documents.

(a) *Authorization.* The Debtors are hereby expressly authorized and empowered to immediately execute, deliver, enter into, and, as applicable, perform all of their obligations under each of the DIP Documents, including a DIP Credit Agreement consistent with the terms and conditions set forth in the DIP Term Sheet and this Interim Order and otherwise acceptable to the Required DIP Lenders and the DIP Borrower and, solely as to its rights, indemnities, duties and obligations thereunder, the DIP Agent. The Debtors are hereby authorized to incur and perform the DIP Obligations and borrow money pursuant to the DIP Documents, which shall be used for all limited purposes permitted hereunder and under such DIP Documents (and subject to and in accordance with the Approved Budget). Upon entry of this Interim Order, in furtherance of the foregoing and without further approval of this Court, the Debtors are hereby authorized and empowered, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby lifted to the extent necessary, to: (a) enter into, execute, deliver, perform, and comply with all of the terms, conditions, and covenants of the DIP Documents, including, without limitation, the DIP Term Sheet, any fee letters with any of the DIP Secured Parties, and all security, guaranty, and pledge agreements; (b) execute and deliver all certificates, reports, statements, and other agreements, instruments, and documents required or contemplated by the DIP Documents (including, without limitation, documents required for the Debtors' performance of their obligations under the DIP Documents and the creation and perfection of liens granted or contemplated in this Interim Order or in the DIP Documents); and (c) pay all obligations incurred under the DIP Documents in accordance herewith (whether principal, interest, fees, costs, expenses, indemnities, or other amounts described in the DIP Documents as such amounts become earned, due, and payable and without the need to obtain further Court approval, including, without limitation, the DIP Fees, any other commitment fees or exit fees, administrative agent's fees, and

the fees and disbursements of or incurred by each of the DIP Agent's and DIP Lenders' attorneys, financial advisors, accountants, consultants, and other advisors whether or not such fees arose before, on, or after the Petition Date), and perform all other undertakings and acts required or contemplated by, the DIP Documents.

(b) *Approval of Financing Documents.* The DIP Documents (and all certificates, reports, statements, and other agreements and documents) constitute valid and binding obligations of the Debtors enforceable in accordance with their terms and are approved to the extent necessary to implement the terms and provisions of this Interim Order.

(c) *Amendment of DIP Documents.* The Debtors and the DIP Secured Parties are hereby authorized to approve and implement, in accordance with the terms of the DIP Documents, any amendment, restatement, amendment and restatement, supplement, modification, extension, or waiver (each, an “**Amendment**”) of such DIP Documents; provided, however, that in the case of any such material Amendment to any of the DIP Documents that is materially adverse to the interests of the Debtors or their Estates, (i) the Debtors shall provide notice of such material Amendment (which may be provided through electronic email) to counsel to the Committee (as defined herein) and the U.S. Trustee, and (ii) each of the Committee and the U.S. Trustee shall have five (5) days from the date of such notice to object in writing to such Amendment. If each of the Committee and the U.S. Trustee indicate that it has no objection to the Amendment (or if no objections are timely received), the Debtors may proceed to execute the Amendment, which shall become effective immediately upon execution. If any of the Committee or the U.S. Trustee timely objects to such Amendment, approval of the Court (which may be sought on an expedited basis) will be necessary to effectuate the Amendment. The foregoing requirements shall not apply to any amendment, modification, extension, update, or approval of any Approved Budget.

(d) *Application of DIP Facility Proceeds.* The advances under the DIP Facility shall be used solely in a manner consistent with the terms and conditions of the DIP Documents and this Interim Order and in accordance with and as may be limited by the Approved Budget (subject to Permitted Variances), solely as follows, (i) to effect the issuance of the Roll-Up DIP Loans, (ii) for the Debtors' working capital and other general corporate needs, (iii) for the payment of professional fees and expenses, (iv) for the payment of fees, costs, and expenses of the administration of the Chapter 11 Cases, (v) for the payment of other prepetition obligations approved by the Court, including the Plan Trust Cash Contribution, (vi) for the payment of adequate protection payments as authorized herein, (vii) for the payment of agency fees and fees, costs, and expenses of the DIP Agent and the DIP Lenders owed under the DIP Documents, and (viii) for the payment of obligations arising from or related to the Carve Out (in each case, in a manner consistent with the Approved Budget). The proceeds of the DIP Facility shall not be used to provide transition services to Non-Participating ProjectCos.

(e) *Prohibited Uses of DIP Facility Proceeds.* No proceeds of the DIP Facility may be used for any purpose not set forth in the Approved Budget.

(f) *Conditions Precedent; DIP Commitments.* Notwithstanding anything to the contrary herein or in any DIP Document, none of the DIP Agent or the DIP Lenders shall (i) have any obligation to make any loan or advance under the DIP Documents unless the conditions precedent to such loan or extension of credit under the DIP Documents (including (A) the absence of any Event of Default under this Interim Order or any default or event of default under the DIP Term Sheet, and (B) the entry of the Interim Transaction Approval Order (in respect of the Project Proceeds DIP Loans) and the Final Transaction Approval Order (in respect of the New Money DIP Loans), in each case having been entered in form and substance acceptable to the Required DIP

Lenders), have been satisfied in full or waived in accordance with such DIP Documents or (ii) be required to lend in excess of their DIP Commitments. All obligations of the DIP Lenders to fund the DIP Facility shall be several and not joint, and no DIP Lender shall be obligated to fund its pro rata share of the DIP Commitments in respect of New Money DIP Loans to the extent another DIP Lender fails to fund its pro rata share of the DIP Commitments in respect of the New Money DIP Loans.

(g) *Budget Maintenance.*

(i) The Debtors shall deliver to the DIP Agent and the DIP Lender Advisors for distribution to each DIP Lender, not later than 5:00 p.m. on every Thursday occurring after entry of this Interim Order (each, an “**Updated Budget Delivery Date**”), commencing with the Thursday of the second full calendar week occurring after entry of this Interim Order (i.e., January 15, 2026), a supplement to the Initial Budget or the previously Approved Budget for the rolling 13-week period commencing on the Saturday immediately preceding the applicable Updated Budget Delivery Date (each, an “**Updated Budget**”), in form and substance acceptable to the Required DIP Lenders (after approval by the Required DIP Lenders, the “**Approved Budget**”); provided that: (A) for the avoidance of doubt, upon (and subject to) the acceptance by the Required DIP Lenders of any Updated Budget (and at no time prior thereto), such Updated Budget shall constitute the “Approved Budget”; (B) during any period where an Updated Budget has not been approved by the Required DIP Lenders, the Initial Budget or, if an Updated Budget has previously been approved by the Required DIP Lenders, the existing Approved Budget, as applicable, shall constitute the “Approved Budget” until the expiration of the period covered by such Approved Budget; and (C) the Required DIP Lenders shall respond to the

Updated Budget by the Tuesday after each Updated Budget Delivery Date, and the Updated Budget shall constitute the Approved Budget if the Required DIP Lenders fail to do so.

(ii) Starting in the second full week after the entry of this Interim Order and every week thereafter, no later than 5:00 p.m. (Eastern time) on the Thursday of each such week, the Debtors shall deliver to the DIP Agent and the DIP Lender Advisors a variance report comparing the Debtors' actual receipts and disbursements for the prior two-week period, ending on the last Business Day of the week immediately preceding the applicable variance report (the "***Budget Variance Test Period***") with the projected receipts and disbursements for such period as reflected in the applicable Approved Budget.

(iii) The Debtors shall not permit disbursements as reported by the Debtors for such Budget Variance Test Period to have a negative variance of (*i.e.*, to exceed) more than 10% of the forecasted disbursements on a cumulative basis as reported by the DIP Borrower for such Budget Variance Test Period in the applicable Approved Budget (the "***Permitted Variance***"); *provided* that notwithstanding anything to the contrary in this Interim Order or in any DIP Document, in no event shall (x) the aggregate amount of disbursements paid to the Debtor Professionals or (y) the aggregate amount of disbursements paid to the Committee Professionals, in each case exceed the amount set forth in the applicable line item in the Approved Budget for such Professional Persons over the entire duration of the Approved Budget.

4. Payments and Application of Payments. The Debtors are authorized to make all payments and transfers of the Estates' property to the DIP Secured Parties as provided, permitted, or required under the DIP Documents and this Interim Order, which payments, proceeds, and other amounts shall be applied to the DIP Obligations in accordance with the DIP Documents. Upon

entry of this Interim Order, the DIP Documents shall constitute legal, valid, binding, and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of this Interim Order and the other DIP Documents, against each Debtor, their Estates, and any successors thereto, including, without limitation, any Trustee or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases or any other chapter of the Bankruptcy Code, or in any other proceedings superseding or related to any of the foregoing (collectively, the “**Successor Cases**”). No obligation, payment, transfer, or grant of collateral or security hereunder or under any of the DIP Documents to the DIP Agent and/or the DIP Lenders (including any DIP Superpriority Claims or DIP Liens) shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law, section 724(a) of the Bankruptcy Code, or any other provision with respect to Avoidance Actions under the Bankruptcy Code or applicable federal, state or foreign law equivalents), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge, whether under the Bankruptcy Code or any other applicable law or regulation by any person or entity for any reason. Without limiting the generality of the foregoing, the Debtors are authorized, without further order of this Court, to, and shall, (i) pay all principal, interest, fees, premiums, and indemnities when due, under the DIP Documents and (ii) solely to the extent set forth in the Approved Budget, pay or reimburse the DIP Secured Parties, in accordance with the DIP Documents, for all present and future costs and expenses, including, without limitation, all

reasonable and documented pre- and post-Petition Date professional fees, financial advisor fees, legal fees, consultant fees and other advisor fees and expenses paid or incurred by the DIP Agent and DIP Lenders as provided in the DIP Documents and this Interim Order. None of such fees and expenses payable pursuant to this paragraph shall be subject to the United States Trustee Guidelines or shall require approval by this Court. No recipient of any such payment shall be required to file with respect thereto any interim or final fee application with this Court.

5. Interest and Fees. The rate of interest to be charged for the DIP Loans shall be the rate set forth in the DIP Term Sheet and the other DIP Documents and shall be calculated in the manner and payable at the times set forth therein. The fees charged under the DIP Facility shall be those set forth in the DIP Term Sheet and the other DIP Documents and shall be unconditionally earned and payable in the amounts and at the times set forth in such DIP Term Sheet and the other DIP Documents. The Debtors are hereby authorized and directed to pay, in accordance with this Interim Order, the principal, interest, fees, payments, expenses, and other amounts described above and in the DIP Documents, including, without limitation, the DIP Fees, as such amounts become due and without need to obtain further Court approval, and the applicable Debtors shall be jointly and severally obligated to pay all such amounts, and satisfy all such obligations, which in each case shall constitute DIP Obligations hereunder and under the DIP Documents.

6. DIP Obligations. The DIP Documents and this Interim Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which shall be enforceable against each of the Debtors to the extent provided by the DIP Documents, along with their Estates, and any successors thereto, including, without limitation, against any Trustee or any other estate representative elected or appointed in the Chapter 11 Cases or any Successor Case, upon the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or in

any other proceedings related to any of the foregoing. Upon entry of this Interim Order, the DIP Obligations will include all loans, notes, and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to the DIP Agent or the other DIP Secured Parties, in each case, under the DIP Documents or this Interim Order or secured by the DIP Liens, including, without limitation, all principal, accrued and unpaid interest, costs, fees, expenses, indemnities, and other amounts (including any reasonable and documented attorneys', accountants', financial advisors', and other fees, costs, and expenses that are chargeable or reimbursable under the DIP Documents and/or this Interim Order) owing under the DIP Documents.

7. Use of Cash Collateral. The Debtors are authorized, as of the Interim Order Effective Date, to use all Cash Collateral of the Prepetition Secured Note Secured Parties and the DIP Secured Parties, but solely for the purposes and subject to the restrictions set forth in this Interim Order, including the Carve Out, and in accordance with the Approved Budget (subject to the Permitted Variance), including, without limitation, to make payments to the Prepetition Secured Note Agent on account of the applicable Adequate Protection Obligations (as defined below) provided for in this Interim Order and the DIP Documents, from the Interim Order Effective Date through and including the DIP Termination Date (as defined below). Nothing in this Interim Order shall authorize the Disposition of any assets of the Debtors or their Estates without the consent of the Required DIP Lenders, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except in each case pursuant to the Approved Budget as permitted in this Interim Order (including with respect to the Carve Out), the DIP Facility, and the DIP Documents.

II. Collateralization and Superpriority Administrative Claim Status.

8. Collateralization.

(a) *DIP Lien Grant.* To secure the prompt payment and performance of the DIP Obligations of the Debtors to the DIP Secured Parties of whatever kind, nature, or description, absolute or contingent, now existing or hereafter arising, and subject and subordinate to the Carve Out, and for the benefit of itself and the DIP Lenders, and without the necessity of the execution by the Debtors (or recordation or other filing) of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar instruments or document, or the possession or control by the DIP Agent or any other DIP Secured Party of, or over, any DIP Collateral, the DIP Agent is granted valid, binding, enforceable, continuing, non-avoidable, and automatically and properly perfected security interests and liens (such security interests and liens collectively, the “**DIP Liens**”) in and upon the DIP Collateral held by the DIP Loan Parties. Any provision of any lease (except for nonresidential real property leases) or other license, contract or other agreement that requires (i) the consent or approval of one or more parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such interest in any such lease, license, contract, or other agreement, or the proceeds thereof, or other collateral related thereto, is deemed to be inconsistent with the applicable provisions of the Bankruptcy Code, subject to applicable law. Any such provision shall have no force and effect with respect to the granting of the DIP Liens and the Adequate Protection Liens (as defined below) on such interest or the proceeds of any assignment and/or sale thereof by any Debtor in accordance with the terms of the DIP Term Sheet, the other DIP Documents or this Interim Order, subject to applicable law.

(b) *DIP Lien Priority.* The DIP Liens securing the DIP Facility shall be subject to the Carve Out and have the priority set forth in Annex 3. Other than as set forth herein (including with respect to the Carve Out) or permitted under the DIP Documents, the DIP Liens (i) shall not

be made subject to or pari passu with any lien or security interest heretofore or hereinafter granted in the Chapter 11 Cases or any Successor Cases and (ii) shall be valid and enforceable (A) against any Trustee, (B) upon the conversion of any of the Chapter 11 Cases to any Successor Case, (C) notwithstanding any abstention by the Court, and/or (D) upon the dismissal or conversion of any of the Chapter 11 Cases or Successor Cases. The DIP Liens shall not be subject to any of sections 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be pari passu with or senior to the DIP Liens.

(c) *Post-Petition Lien Perfection.* This Interim Order shall be sufficient and conclusive evidence of the priority, perfection, enforceability, and validity of the DIP Liens, Adequate Protection Liens, and any other post-petition liens and security interests granted herein, effective as of the Petition Date, without any further act and without regard to any other federal, state, or local requirements or law requiring notice, filing, registration, recording, or possession of the DIP Collateral held by the DIP Borrower or the DIP Guarantors, or other act to validate or perfect such security interest or lien, including, without limitation, control agreements with any financial institution(s) holding any deposit account of the Debtors (a “**Perfection Act**”). Notwithstanding the foregoing, if the DIP Agent or Prepetition Secured Note Agent elects for any reason to file, record, or otherwise effectuate any Perfection Act, the DIP Agent or Prepetition Secured Note Agent, as applicable, in each case in its sole discretion, is authorized to perform such Perfection Act, and the Debtors are authorized to perform such Perfection Acts to the extent necessary or required by the DIP Agent or Prepetition Secured Note Agent, as applicable, which act or acts shall be deemed to have been accomplished as of the Petition Date notwithstanding the date and time actually accomplished, and in such event, the subject filing or recording office is

authorized and directed to accept, file, and/or record any document in regard to such act in accordance with applicable law. The DIP Agent or Prepetition Secured Note Agent may, in each case in its sole discretion, choose to file, record, or present a certified copy of this Interim Order in the same manner as a Perfection Act, which shall be tantamount to a Perfection Act, and, in such event, the subject filing or recording office is authorized and directed to accept, file, and/or record such certified copy of this Interim Order in accordance with applicable law. Should the DIP Agent or Prepetition Secured Note Agent so choose and attempt to file, record, or perform a Perfection Act, no defect or failure in connection with such attempt shall in any way limit, waive, or alter the validity, enforceability, attachment, priority, or perfection of the DIP Liens or the Adequate Protection Liens, as applicable, granted herein by virtue of the entry of this Interim Order.

9. Superpriority Administrative Expense.

(a) For the DIP Obligations, whether now existing or hereafter arising pursuant to this Interim Order, the DIP Documents, or otherwise, subject and subordinate only to the Carve Out to the extent provided herein, the DIP Agent, for the benefit of itself and the DIP Secured Parties, is granted an allowed superpriority administrative expense claim against each of the Debtors' Estates to the extent that such Debtors are DIP Loan Parties under the DIP Facility (without the need to file any proof of claim) pursuant to section 364(c)(1) of the Bankruptcy Code, having priority in right of payment over any and all other obligations, liabilities, and indebtedness of any of such Debtors, whether now in existence or hereafter incurred by any of such Debtors, of every kind or nature, including any and all unsecured claims, administrative expenses, adequate protection claims, priority claims or any other claims of the kind specified in, or ordered pursuant to, the Bankruptcy Code, including without limitation, *inter alia*, sections 105, 326, 327, 328, 330,

331, 361, 362, 363, 364, 365, 503(a), 503(b), 506(c), 507, 546(c), 552(b), 726, 1113, or 1114 of the Bankruptcy Code (the “**DIP Superpriority Claims**”), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims shall for purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code and which shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof to the extent provided in the DIP Documents or this Interim Order, including, without limitation, all DIP Collateral, subject and subordinate only to the payment of the Carve Out as provided for herein.

(b) Each DIP Superpriority Claim against each Debtor shall be senior in right of payment to the Adequate Protection Claims (as defined below) against such Debtor and junior in right of payment to the Carve Out. No Debtor may incur any financing with liens or claims senior or *pari passu* to the DIP Superpriority Claims against such Debtor without the consent of the Required DIP Lenders.

(c) With respect to rights preserved under section 506(c) of the Bankruptcy Code, no costs or expenses of administration, including, without limitation, professional fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in the Chapter 11 Cases or in any Successor Cases, and no priority claims are, or will be, senior to, prior to, or *pari passu* with the DIP Superpriority Claims or the DIP Obligations or with any other claims of the DIP Secured Parties arising hereunder or under the DIP Documents.

III. Adequate Protection

10. Adequate Protection for the Prepetition Secured Note Secured Parties. Until the Prepetition Secured Note Obligations are Paid in Full (including, for the avoidance of doubt, under

clause (d) of the definition thereof), the Prepetition Secured Note Secured Parties are entitled, pursuant to sections 361, 362, 363(c)(2), 363(e), and 507 of the Bankruptcy Code, to adequate protection of their respective interests in the applicable Prepetition Secured Note Collateral, including Cash Collateral, solely to the extent of any Diminution in Value of their interests in the Prepetition Secured Note Collateral, including in the amount of any unpaid portion of the Prepetition Secured Note Obligations following the issuance of the Roll-Up DIP Loans and any amount of the Prepetition Secured Note Obligations subsequently reinstated after the refinancing and repayment thereof pursuant to paragraph 2(b) because such refinancing or repayment is rescinded or required to be returned or repaid pursuant to paragraph 17 or otherwise. As adequate protection, the Prepetition Secured Note Secured Parties are hereby granted the following (the “**Adequate Protection Obligations**”):

(a) Adequate Protection Liens. As security for the payment of the Adequate Protection Obligations, the Prepetition Secured Note Agent, for the benefit of the Prepetition Secured Note Secured Parties, is hereby granted (effective and perfected upon the Petition Date and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements) a valid, perfected replacement security interest in and lien on the DIP Collateral of the Debtors as set forth in Annex 3 (the “**Adequate Protection Liens**”), which security interests and liens shall be subject to the Carve Out and the DIP Liens and have the priorities set forth in Annex 3. The Adequate Protection Liens shall not be subject or subordinate to (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their Estates under section 551 of the Bankruptcy Code or (ii) any lien or security interest arising after the Petition Date except to the extent set forth in Annex 3. The Adequate Protection Liens shall be in addition to all valid and enforceable liens and security

interests now existing in favor of the Prepetition Secured Note Secured Parties and not in substitution therefor.

(b) Adequate Protection Claims. The Prepetition Secured Note Agent, for the benefit of the Prepetition Secured Note Secured Parties, is hereby granted an allowed administrative expense claim against each Debtor as set forth in Annex 3 on a joint and several basis, which shall (i) have recourse to and be payable from all prepetition and postpetition property of the Debtors and (ii) have priority over all other administrative claims in the Chapter 11 Cases (except as set forth herein), including all claims of the kind specified under sections 503(b) and 507(b) of the Bankruptcy Code, subject to the Carve Out, the DIP Superpriority Claims, and with the priorities set forth in Annex 3 (the “**Adequate Protection Claims**”).

(c) Postpetition Interest Payments. From and after the Petition Date, the Prepetition Secured Note Agent, on behalf of the Prepetition Secured Note Secured Parties, shall receive current payment of all accrued and unpaid interest on the Prepetition Secured Note Obligations under the Prepetition Secured Note Credit Agreement, if any, paid in kind and compounded monthly.

(d) Adequate Protection Fees and Expenses. Solely to the extent set forth in the Approved Budget, the Prepetition Secured Note Agent and Prepetition Secured Noteholders shall receive from the Debtors current cash payments of all prepetition and postpetition accrued and unpaid fees and expenses, including professional fees and expenses, for Paul, Weiss, Rifkind, Wharton & Garrison LLP, A&O Shearman LLP, and Porter Hedges LLP, as co-counsel to the Prepetition Secured Noteholders, Alvarez & Marsal Holdings, LLC, as financial advisor to the Prepetition Secured Noteholders, and any other local or special counsel or other professionals retained by the Prepetition Secured Noteholders. None of such fees and expenses payable pursuant

to this paragraph shall be subject to the United States Trustee Guidelines or shall require approval by this Court; *provided* that such fees and expenses shall be payable in compliance with paragraphs 21(a) and 21(b), as applicable (the “***Adequate Protection Fees and Expenses***”). No recipient of any such payment shall be required to file with respect thereto any interim or final fee application with this Court.

(e) Adequate Protection Information Rights. The Debtors shall provide to the Prepetition Secured Note Agent at the same time as such reporting is provided to the DIP Secured Parties all reporting required to be provided to the DIP Secured Parties under the DIP Documents. Upon any or all DIP Obligations being Paid in Full, the Prepetition Secured Note Secured Parties shall continue to be entitled hereby to satisfaction of such reporting rights unless and until the Prepetition Secured Note Obligations are also Paid in Full.

(f) Adequate Protection Reservation. Subject to the Carve Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Note Secured Parties hereunder is insufficient to compensate for any Diminution in Value of their respective interests in the Prepetition Secured Note Collateral during the Chapter 11 Cases or any Successor Cases. The receipt by the Prepetition Secured Note Secured Parties of the adequate protection provided herein shall not be deemed an admission that the interests of the Prepetition Secured Note Secured Parties are adequately protected. Further, this Interim Order shall not prejudice or limit the rights of the Prepetition Secured Note Secured Parties to seek additional relief with respect to the use of Cash Collateral or for additional adequate protection.

IV. Carve Out.

11. Carve Out.

(a) As used in this Interim Order, the “**Carve Out**” means the collective sum of, without duplication: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate, if any, pursuant to 31 U.S.C. § 3717 (without regard to the notice set forth in clause (iii) below); (ii) all reasonable and documented fees and expenses up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in clause (iii) below); (iii) subject to paragraph 11(b), to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all accrued and unpaid fees, costs, and expenses (excluding any financing, amendment, restructuring, sale, success, completion, or other transaction fees of any investment bankers or financial advisors to the Debtors or the Committee (collectively, the “**Transaction Fees**”)) (the “**Allowed Professional Fees**”) incurred or earned by any persons or firms retained by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code (the “**Debtor Professionals**”) or any persons or firms retained by any statutory committee pursuant to sections 328 or 1103 of the Bankruptcy Code (the “**Committee Professionals**” and, together with the Debtor Professionals, the “**Professional Persons**”) at any time before the first day following delivery by the DIP Agent (acting at the direction of the Required DIP Lenders) of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice (such net amount, the “**Pre-Carve Out Trigger Notice Cap**”); (iv) Allowed Professional Fees of Debtor Professionals and Committee Professionals in an aggregate amount not to exceed \$100,000 incurred on or after the first day following delivery by the DIP Agent (acting at the direction of the Required DIP Lenders) of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise, less the amount of any prepetition retainers received by any such Debtor Professional or

Committee Professional, as applicable, and not previously returned or applied to its respective fees and expenses (the amount set forth in clause (iv) being the “**Post-Carve Out Trigger Notice Cap**”). For purposes of the foregoing, “**Carve Out Trigger Notice**” shall mean a written notice delivered by email (or other electronic means) by the DIP Agent or any DIP Lender Advisor (in each case acting at the direction of the Required DIP Lenders) to the Debtors’ restructuring counsel (White & Case LLP), the U.S. Trustee, and counsel to the Committee, which notice (i) may be delivered only following the occurrence, and during the continuation of, an Event of Default and (ii) shall expressly state that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) Budgeted Amounts for Professional Persons. Notwithstanding anything to the contrary in this Interim Order, (i) the inclusion of Allowed Professional Fees in the Carve Out under the Pre-Carve Out Trigger Notice Cap and the funding of such Pre-Carve Out Trigger Notice Cap into the Administrative Expense Escrow Account, in each case, is subject to the Approved Budget and the line item for Approved Professional Fees and each Professional Person set forth therein and (ii) the Allowed Professional Fees of each Professional Person included in the Carve Out under the Pre-Carve Out Trigger Notice Cap shall not exceed the applicable amount of Allowed Professional Fees budgeted for such Professional Person set forth in the Approved Budget for the applicable period of determination.

(c) Delivery of Weekly Fee Statements. Upon entry of this Interim Order, the Debtors shall provide the DIP Agent and DIP Lender Advisors with a written report on (i) the amount on deposit in the Administrative Expense Escrow Account and (ii) the amount of fees estimated by the Debtors on each Weekly Reporting Date pursuant to the Administrative Expense Procedures. No later than Friday of each week, beginning with the first full calendar week following entry of this Interim Order, each Professional Person shall deliver to the Debtors, the

DIP Agent, and the DIP Lender Advisors a statement (each such statement, a “**Weekly Statement**”) setting forth a good-faith estimate of the amount of unpaid fees and expenses incurred during the preceding week by such Professional Person (through the final day of such week, the “**Calculation Date**”), along with a good faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date (the “**Cumulative Total Unpaid Fees and Expenses**”) and a statement of the amount of such fees and expenses that have been paid to date by the Debtors. No later than three (3) Business Days after the delivery of a Carve Out Trigger Notice (as defined below), each Professional Person shall deliver one additional statement to the Debtors, their lead restructuring counsel, the U.S. Trustee, counsel to the Committee, the DIP Agent, and the DIP Lender Advisors, setting forth a good faith estimate of the amount of unpaid fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has already been delivered and concluding on the date of delivery of the Carve Out Trigger Notice.

(d) Administrative Expense Escrow Account. The Administrative Expense Escrow Account shall be subject to a first priority lien in favor of the DIP Agent and the DIP Lenders and not any liens or claims of existing prepetition creditors, but shall be subject to the priority position of the Carve Out. Subject to the Approved Budget and paragraph 11(b), the Debtors will be permitted to draw upon the Administrative Expense Escrow Account solely to pay Allowed Professional Fees and to fund the Carve Out, and the Debtors will not be permitted to draw on the Administrative Expense Escrow Account other than for such purposes. Subject to the Approved Budget and paragraph 11(b), the Debtors’ obligations to pay Allowed Professional Fees shall not be limited or be deemed limited to funds held in the Administrative Expense Escrow Account, and for the avoidance of doubt, amounts held in the Administrative Expense Escrow

Account shall not in any way act as a cap on Allowed Professional Fees or Transaction Fees. Subject to paragraph 15 of this Interim Order, upon the delivery of a Carve Out Trigger Notice (or, if a Carve Out Trigger Notice is not delivered, upon payment of all Allowed Professional Fees), all amounts remaining in the Administrative Expense Escrow Account in excess of the Carve Out shall be promptly distributed to the DIP Agent. The Debtors shall, on a weekly basis, subject to the Approved Budget and paragraph 11(b), transfer to the Administrative Expense Escrow Account cash on hand in an amount equal to the total budgeted weekly fees of each Professional Person in the line item for such person set forth in the Approved Budget for the prior week.

(e) Notwithstanding the occurrence of an Event of Default, upon delivery of a Carve Out Trigger Notice to the Debtors (the “***Carve Out Trigger Date***”), such Carve Out Trigger Notice shall constitute a demand to the Debtors to, and the Debtors shall, utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund the Administrative Expense Escrow Account in an amount equal to (i) the Pre-Carve Out Trigger Notice Cap and (ii) the Post-Carve Out Trigger Notice Cap, subject to the Approved Budget and paragraph 11(b). Following the Carve Out Trigger Date, all funds in the Administrative Expense Escrow Account shall be used first to pay Allowed Professional Fees, subject to the Pre-Carve Out Trigger Notice Cap, the Post-Carve Out Trigger Notice Cap, the Approved Budget and paragraph 11(b), and then, to the extent the Administrative Expense Escrow Account have not been reduced to zero, any such excess shall be promptly paid to the DIP Agent for distribution to the DIP Lenders, but amounts in the Administrative Expense Escrow Account shall not be swept or otherwise applied to repay DIP Loans unless and until all Allowed Professional Fees are paid in full, regardless of when allowed.

(f) Notwithstanding anything to the contrary in the DIP Documents or this Interim Order: (i) following delivery of a Carve Out Trigger Notice, the DIP Secured Parties shall not sweep or foreclose on cash (including cash received as a result of the sale or other Disposition of any assets) of the Debtors until the Carve Out has been funded in cash from the Administrative Expense Escrow Account, but the DIP Agent (on behalf of the DIP Secured Parties) shall have a lien on and security interest in any residual cash balance remaining in the Administrative Expense Escrow Account in excess of the Carve Out; (ii)(A) disbursements by the Debtors from the Administrative Expense Escrow Account shall not increase or reduce the balance of the DIP Obligations (but shall be subject to the Approved Budget and paragraph 11(b)), and (B) the failure of the Administrative Expense Escrow Account to satisfy in full in cash the Allowed Professional Fees shall not affect, alter, or impair the amount, scope, or priority of the Carve Out, and (iii) the Carve Out shall be senior to (1) the DIP Obligations and Prepetition Secured Note Obligations of each Debtor in favor of the DIP Lenders and Prepetition Secured Noteholders, and (2) the Adequate Protection Liens, Adequate Protection Claims, and any claims arising under section 507(b) of the Bankruptcy Code against each Debtor in favor of the DIP Lenders and Prepetition Secured Noteholders, and (3) all security interests and liens (as defined in Section 101(37) of the Bankruptcy Code) on property of the Debtors securing any of the claims or administrative expenses described in clauses (1) or (2) in favor of the DIP Lenders and Prepetition Secured Noteholders and shall otherwise have the priority set forth in Annex 3.

(g) No Direct Obligation to Pay Allowed Professional Fees. None of the DIP Agent, the DIP Lenders, or any other DIP Secured Party shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code

regardless of whether such fee or expense has been allowed by this Court. Nothing in this Interim Order or otherwise shall be construed to obligate any of the DIP Agent, the DIP Lenders, or any other DIP Secured Party in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(h) Payment of Allowed Professional Fees Prior to, on or After the Carve Out Trigger Date. Any payment or reimbursement made on or after the occurrence of the Carve Out Trigger Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis.

(i) Upon payment of the Carve Out, all amounts remaining in the Administrative Expense Escrow Account shall be promptly distributed to the DIP Agent for the benefit of the DIP Secured Parties under the DIP Facility.

12. Excluded Professional Fees. Notwithstanding anything to the contrary in this Interim Order, no proceeds of the DIP Facility, the Carve Out, or any Cash Collateral may be used by any Debtor (or any subsidiary or affiliate thereof) or any other party in interest, including the Committee, any other statutory or non-statutory committee or any Trustee or any Representative of the foregoing, to: (a) investigate, analyze, commence, prosecute, threaten, litigate, object to, contest, or challenge in any manner or raise any defenses to the debt or collateral position of any of the DIP Agent, the DIP Lenders, any other DIP Secured Party, the Prepetition Secured Note Secured Parties, or the Brookfield Facility Secured Parties, whether by (i) challenging the validity, extent, amount, perfection, priority, or enforceability of the obligations under the DIP Facility, the DIP Documents, the Prepetition Secured Note, the Prepetition Secured Note Documents, the Brookfield Facility, or the Brookfield Facility Documents, (ii) challenging the validity, extent,

perfection, priority, or enforceability of any mortgage, security interest, or lien with respect thereto, or any other rights or interests or replacement liens with respect to the DIP Facility, the DIP Documents, the Prepetition Secured Note, the Prepetition Secured Note Documents, the Brookfield Facility, or the Brookfield Facility Documents, (iii) seeking to subordinate or recharacterize the obligations under the DIP Facility, the Brookfield Facility, or the Prepetition Secured Note, or to disallow or avoid any claim, mortgage, security interest, lien, or replacement lien or payment thereunder, or (iv) asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against the DIP Agent, any DIP Lender, any other DIP Secured Party, any Brookfield Facility Secured Party, the Brookfield Facility Borrower Group, any Prepetition Secured Note Secured Party, or any of their respective Representatives or Affiliates; (b) prevent, hinder, or otherwise delay the DIP Agent's, any DIP Lender's, any other DIP Secured Party's, any Brookfield Facility Secured Party's, or any Prepetition Secured Note Secured Party's assertion, enforcement, or realization on any of the DIP Collateral, the Brookfield Facility Collateral, or the Prepetition Secured Note Collateral in accordance with the DIP Documents, the Brookfield Facility Documents, or the Prepetition Secured Note Documents, as applicable; (c) seek to modify the rights granted to the DIP Agent, any DIP Lender, any other DIP Secured Party, any Brookfield Secured Party, or any Prepetition Secured Note Secured Party under any DIP Document, Brookfield Facility Document, or Prepetition Secured Note Document, as applicable, in each case without such parties' prior written consent, which may be given or withheld by such party in the exercise of its respective sole discretion; or (d) pay any amount on account of any claims arising prior to the Petition Date unless such payments are (i) approved by an order of the Court (which order may be the Interim Order or the Final Order) and (ii) permitted by the DIP Documents; provided that during the Challenge

Period, an investigation budget in an aggregate amount of \$50,000 of the DIP Loans and/or the Prepetition Secured Note Collateral, including Cash Collateral, and the proceeds thereof, may be used by the Committee to investigate, but not to prepare, initiate, litigate, or prosecute an objection to, or otherwise challenge, (x) the claims and liens of the Prepetition Secured Note Secured Parties against the Debtors, and (y) potential claims, counterclaims, causes of action, or defenses against the Prepetition Secured Note Secured Parties.

V. Right to Credit Bid.

13. The DIP Agent (subject to the terms of the DIP Documents) and the Prepetition Secured Note Secured Parties (subject to the terms of the Prepetition Secured Note Documents) shall have the unqualified right to credit bid (either directly or through one or more acquisition vehicles), on a dollar-for-dollar basis up to the full amount of the DIP Obligations and the Prepetition Secured Note Obligations, as applicable (without duplication of any Prepetition Secured Note Obligations refinanced into Roll-Up DIP Loans), including any accrued interest, fees and expenses, including the DIP Fees, in any sale (including any deposit in connection with such sale) of all or any portion of the DIP Collateral and the Prepetition Secured Note Collateral, as applicable, including, without limitation, any Sale Transaction or any other sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any chapter 11 plan, including chapter 11 plans subject to confirmation under section 1129(b) of the Bankruptcy Code, and any sale or Disposition by a chapter 7 trustee for any of the Debtors, including under sections 363 or 725 of the Bankruptcy Code or otherwise, and the DIP Secured Parties and the Prepetition Secured Note Secured Parties shall not be prohibited or limited from making such credit bid “for cause” under section 363(k) of the Bankruptcy Code or otherwise. Further, the DIP Agent and the Prepetition Secured Note Agent may credit bid for the Debtors’ claims against any employees to be hired in relation to a Sale Transaction.

VI. Default; Rights and Remedies; Relief from Stay.

14. Events of Default. The following shall each constitute an “***Event of Default***” under this Interim Order, unless extended or otherwise waived with the prior written consent of the Required DIP Lenders:

(a) the failure of the Debtors to perform, in any material respect, any of the terms, provisions, conditions, covenants, or obligations under this Interim Order;

(b) the occurrence of any Event of Default as defined in and under the DIP Term Sheet or the other DIP Documents (including, following the execution thereof, the DIP Credit Agreement);

(c) the occurrence of any material breach of the Transaction Approval Order by the Debtors;

(d) the failure of the Debtors to obtain entry of a Final Order that is substantially in the form of this Interim Order granting the relief in this Interim Order on a final basis, (i) with only changes as are (x) necessary and appropriate to convert the Interim Order into a final order or (y) otherwise reasonably satisfactory to the DIP Agent and the Required DIP Lenders, and (ii) with such other changes as reasonably requested by the DIP Agent or the Required DIP Lenders, on or before January 16, 2026, unless otherwise agreed in writing by the DIP Agent (acting at the direction of the Required DIP Lenders);

(e) the failure to comply with those certain case milestones set forth in the Transaction Approval Orders or the Settlement Term Sheet unless waived or extended by the DIP Agent (acting at the direction of the Required DIP Lenders) in accordance with the terms of the DIP Term Sheet;

(f) without the consent of the DIP Agent (acting at the direction of the Required DIP Lenders), the sale of any assets of any Debtor unless such sale is an Acceptable Sale or is otherwise on terms and conditions acceptable to the Required DIP Lenders; and

(g) the filing by any Debtor of a plan of reorganization or liquidation other than an Acceptable Plan.

15. Rights and Remedies Upon Event of Default/Relief from Stay.

(a) Without requiring further order from this Court and without the need for filing any motion for relief from the automatic stay or any other pleading, immediately upon the date of delivery of a written notice (with a copy filed with this Court) (a “**Default Notice**,” and the date of delivery of such Default Notice, the “**DIP Termination Date**”) by the DIP Agent (acting at the direction of the Required DIP Lenders) to the Debtors, the U.S. Trustee, and the Committee of the occurrence of the Maturity Date (as defined in the DIP Term Sheet) or an Event of Default, the automatic stay shall terminate solely to the extent necessary for one or more (without limitation) of the following to occur to the extent elected by the DIP Agent (acting at the direction of the Required DIP Lenders, in their sole discretion): (i) the Debtors’ authority to use the Cash Collateral of the DIP Secured Parties shall immediately terminate (subject only to the Carve Out and except as set forth in this paragraph 15); (ii) the DIP Obligations shall be immediately accelerated and due and payable for all purposes, rights, and remedies, without presentment, demand, protest or other notice of any kind, all of which are expressly waived by the Debtors; (iii) the termination, reduction, or restriction of any further DIP Commitments under the DIP Facility to the extent any such DIP Commitments remain outstanding (and, for the avoidance of doubt, the termination of the Debtors’ right to draw Project Proceeds DIP Loans, withdraw money from the KeyBank Lease Revenue Collection Account that constitutes Project Proceeds or use

Project Proceeds, other than Project Proceeds on account of Project Proceeds DIP Loans previously incurred at a time when no Event of Default had occurred and was continuing and when the outstanding amount of Project Proceeds DIP Loans did not equal or exceed the Project Proceeds DIP Loan Cap); (iv) the DIP Facility shall be terminated with respect to any future liability or obligation of the DIP Agent and DIP Lenders, but, for the avoidance of doubt, without affecting any of the DIP Liens, DIP Superpriority Claims, or DIP Obligations; and (v) the application of the Carve Out through the delivery of the Carve Out Trigger Notice.

(b) During the continuation of an Event of Default and following the delivery of a Default Notice, but prior to exercising the remedies set forth in this paragraph 15(b), the DIP Agent, at the direction of the DIP Lenders, shall be required to file a motion with the Court seeking emergency relief (a “**Stay Relief Motion**” and the hearing on such motion, the “**Stay Relief Hearing**”) on not less than five (5) business days’ notice (the “**Notice Period**”) for a further order of the Court modifying the automatic stay to permit the DIP Agent, on behalf of the DIP Secured Parties, to exercise any other right or remedy with respect to the DIP Collateral or the DIP Liens permitted under the DIP Documents or the Prepetition Secured Note Collateral or the Prepetition Secured Note Liens permitted under the Prepetition Secured Note Documents. In the event the Court determines at the Stay Relief Hearing that an Event of Default has occurred, the Court may fashion an appropriate remedy, which remedy may include the exercise of any and all rights available to the applicable DIP Secured Parties. During the Notice Period, the Debtors shall be permitted to cure any Event of Default and to use Cash Collateral to (i) make payroll and fund critical expenses necessary to continue the operation of their business or to maximize and maintain the value of the DIP Collateral, in each case in accordance with the terms of the Approved Budget (subject to any Permitted Variance) and this Interim Order or as otherwise agreed by the DIP Agent

(acting at the direction of the Required DIP Lenders), without prejudice to the rights of any of the other DIP Secured Parties or Prepetition Secured Note Parties, (ii) fund the Carve Out, and (iii) contest whether an Event of Default has occurred or is continuing. Notwithstanding the foregoing, the DIP Lenders shall not be obligated to provide any DIP Loans or advances or be required to permit the Debtors to use Project Proceeds at any time when the outstanding amount of Project Proceeds DIP Loans equals or exceeds the Project Proceeds DIP Loan Cap, an Event of Default has occurred and is continuing, during the Notice Period, following the delivery of a Default Notice, or on or after the Maturity Date, and in any such case, the Debtors (x) shall not be permitted to incur Project Proceeds DIP Loans or otherwise use Project Proceeds (other than Project Proceeds on account of Project Proceeds DIP Loans previously incurred at a time when no Event of Default had occurred and was continuing and when the outstanding amount of Project Proceeds DIP Loans did not equal or exceed the Project Proceeds DIP Loan Cap, including during the Notice Period subject to this paragraph 15(b)), (y) shall not be permitted to withdraw any amounts from the KeyBank Lease Revenue Collection Account that constitute Project Proceeds (other than Project Proceeds on account of Project Proceeds DIP Loans previously incurred at a time when no Event of Default had occurred and was continuing and when the outstanding amount of Project Proceeds DIP Loans did not equal or exceed the Project Proceeds DIP Loan Cap), and (z) shall immediately deposit any Project Proceeds received by the Debtors at such time when either the outstanding amount of Project Proceeds DIP Loans equals or exceeds the Project Proceeds DIP Loan Cap or an Event of Default has occurred and is continuing into the KeyBank Lease Revenue Collection Account, and shall immediately thereafter transfer such cash to the Project Company DIP Lenders as directed by the Required DIP Lenders. For the avoidance of

doubt, all Project Proceeds held or received by the Debtors in excess of the Project Proceeds DIP Loan Cap shall not constitute property of any Debtor's Estate.

(c) Notwithstanding the occurrence of the Maturity Date, an Event of Default, and/or the termination of any of the DIP Commitments, all of the rights, remedies, benefits, and protections provided to the DIP Agent, the DIP Lenders, and the Prepetition Secured Note Secured Parties, as applicable, under the DIP Documents, the Prepetition Secured Note Documents, and the DIP Orders shall survive. The rights and remedies of the DIP Secured Parties specified herein are cumulative and not exclusive of any rights or remedies that the DIP Secured Parties may have under the DIP Documents or otherwise and may be exercised in whole or in part in any order. With respect to the exercise of such rights and remedies, the fourteen-day stay provisions of Bankruptcy Rules 6004(h) and 4001(a)(3) are hereby waived.

16. Relief from Stay. Subject to paragraph 15 and, to the extent required by paragraph 15(b), the expiration of the Notice Period and entry of an order granting the relief requested in the Stay Relief Motion, for the purpose of exercising rights, options, and remedies set forth in this Article VI, unless otherwise ordered by this Court, the DIP Agent (acting at the direction of the Required DIP Lenders), on behalf of the DIP Secured Parties, shall be automatically and completely relieved from the effect of any stay under section 362 of the Bankruptcy Code, any other restriction on the enforcement of their liens upon and security interests in the DIP Collateral or any other rights granted to them, or any of them, pursuant to the terms and conditions of the DIP Documents or this Interim Order.

VII. Challenges to the Prepetition Secured Note Obligations

17. Effect of Stipulations on Third Parties.

(a) The Debtors' Stipulations and Releases and all other admissions, agreements, and releases contained in this Interim Order (including the incurrence of the Roll-Up

DIP Loans, which shall be final and irrevocable as to the Debtors upon entry of this Interim Order but otherwise shall be subject to the provisions of this paragraph 17) shall be irrevocably binding upon the Debtors and their Estates and any and all of the Debtors' successors-in-interest and assigns in all circumstances and for all purposes upon the entry of this Interim Order, and the Debtors and their Estates are deemed to have irrevocably waived and relinquished all Challenges as of the Petition Date.

(b) Upon the expiration of the Challenge Period, the Debtors' Stipulations and Releases and all other admissions, agreements, and releases contained in this Interim Order shall also be binding upon all creditors and other parties in interest and all of their respective successors and assigns, including the Committee and any other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases, or any Trustee, in each case in all circumstances and for all purposes, unless and solely to the extent that (i) during the Challenge Period, the Committee or any other party in interest with proper standing granted by an order of the Court prior to the expiration of the Challenge Period and subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to commence such proceeding, has timely and properly filed an appropriate proceeding or contested matter as required under the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, including, without limitation, as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in this Interim Order, including this paragraph 17) challenging any of the Debtors' Stipulations and Releases or other admissions, agreements, and releases contained in this Interim Order with respect to the Prepetition Secured Note Obligations (each such proceeding or contested matter, a "**Challenge**"), and (ii) the Court enters a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely and properly filed Challenge (a "**Successful**

Challenge”); provided, however, that, (x) any pleadings filed in a proceeding asserting any Challenge shall set forth with specificity the basis for such Challenge, and any Challenges not so specified prior to the expiration of the Challenge Period shall be deemed forever waived, released, and barred and (y) if the Chapter 11 Cases are converted to chapter 7, or a chapter 7 or chapter 11 trustee is appointed or elected prior to the expiration of the Challenge Period, any such estate representative or trustee shall receive the full benefit of any remaining time before the expiration of the Challenge Period. The Court may fashion any appropriate remedy following a Successful Challenge.

(c) If no such Challenge is timely and properly filed by a party-in-interest with the requisite standing and authority as contemplated herein prior to the expiration of the Challenge Period or to the extent that the Court does not rule in favor of the plaintiff in any such Challenge proceeding, then, without further order of the Court: (i) the Debtors’ Stipulations and Releases and all other admissions, agreements, and releases contained in this Interim Order shall be binding and preclusive on all parties in interest, including the Debtors, the Debtors’ Estates, the Committee, any other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and any Trustee, or other successors and assigns of the Debtors and the Debtors’ Estates, and on any other person or entity; (ii) the Prepetition Secured Note Obligations shall constitute allowed claims, not subject to counterclaim, claim, subordination, recoupment, demands, offset, setoff, subordination, recharacterization, defense or avoidance, for all purposes in these Chapter 11 Cases and any Successor Cases, including, without limitation, any subsequent chapter 7 case; (iii) the Prepetition Secured Note Liens on the Prepetition Secured Note Collateral held by the Prepetition Secured Note Secured Parties shall be deemed to have been, as of the Petition Date, and to be, legal, valid, binding, perfected, security interests and liens and with the priority specified in this

Interim Order, including in the Debtors' Stipulations and Releases, not subject to defense, counterclaim, recharacterization, subordination, avoidance or other defense; (iv) the Prepetition Secured Note Obligations, the Prepetition Secured Note Liens on the Prepetition Secured Note Collateral held by the Prepetition Secured Note Secured Parties (and their respective Representatives) shall not be subject to any other or further Challenge or other proceeding by the Committee, any other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases, any Trustee, or any successors and assigns of the Debtors and the Debtors' Estates, or by any other person or entity, and all such parties shall be enjoined from seeking to exercise the rights of the Debtors or the Debtors' Estates, including, without limitation, any successor thereto (including, without limitation, any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period); and (v) any and all Challenges by any party (including the Committee, any other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and any Trustee, or other successors and assigns of the Debtors and the Debtors' Estates, and any other person or entity) and any right to bring a Challenge shall be deemed forever waived, released, and barred, in each case except to the extent that such Debtors' Stipulations and Releases and any other admissions, agreements, and releases contained in this Interim Order were subject to a Successful Challenge.

(d) If any Challenge is timely and properly filed prior to the expiration of the Challenge Period (as defined below) by the Committee, any statutory or non-statutory committee appointed or formed in the Chapter 11 Cases, any Trustee or any other person or entity, in each case, with requisite standing and authority, (i) any claim or action that is not brought shall forever be barred, and (ii) the Debtors' Stipulations and Releases and all other admissions, agreements, and releases contained in this Interim Order shall nonetheless remain binding and preclusive on

the Committee, any statutory or non-statutory committee appointed or formed in the Chapter 11 Cases, any Trustee, and any other person or entity, as applicable, except as to any such stipulations, admissions, agreements, and releases that were subject to a Successful Challenge.

(e) Nothing in this Interim Order vests or confers on any person, including the Committee or any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, any Trustee, or any other party in interest, standing or authority to pursue any claim or cause of action belonging to the Debtors or their Estates, including, without limitation, Challenges with respect to the Debtors' Stipulations and Releases and all other admissions, agreements, and releases contained in this Interim Order, or the Roll-Up DIP Loans, which shall be final and irrevocable as to the Debtors upon entry of this Interim Order but shall otherwise be subject to the provisions of this paragraph 17, and (i) a separate order of the Court conferring such standing on the Committee or other person shall be a prerequisite for the prosecution of a Challenge by the Committee or such other person and (ii) all rights to object or to oppose such standing or any Challenge in any manner are expressly reserved.

(f) The "**Challenge Period**" shall mean earliest to occur of (i) the commencement of a hearing to consider confirmation of a chapter 11 plan, (ii) three (3) Business Days' prior to the commencement of a hearing on a Sale Transaction, (iii) for any party in interest other than the Committee, no later than the date that is sixty (60) days from entry of this Interim Order, and (iv) for the Committee, no later than February 3, 2026. The Challenge Period may be extended in writing prior to the expiration of the Challenge Period (which writing may be in the form of email by counsel) from time to time in the sole discretion of the Prepetition Secured Note Agent (at the direction of the Prepetition Secured Noteholders).

(g) For the avoidance of doubt, notwithstanding anything to the contrary in this Interim Order, upon the entry of this Interim Order, (i) the Challenge Period shall automatically be deemed to have lapsed as to the Debtors with respect to the Debtors' Stipulations and Releases, (ii) such stipulations, admissions, agreements, and other releases shall be binding upon the Debtors, and (iii) any Challenges by the Debtors with respect to the Prepetition Secured Note Secured Parties (including on account of the Roll-Up DIP Loans), shall be deemed forever waived, released, and barred.

(h) Any successor to the Debtors (including, without limitation, any Trustee appointed or elected for any of the Debtors or any other estate representative appointed in the Chapter 11 Cases or any Successor Cases) shall be bound by the terms of this Interim Order and the Final Order to the same extent as the Debtors, including with respect to the Debtors' Stipulations and Releases.

VIII. Debtors' Waivers and Releases.

18. Section 506(c) Claims and 552(b) Equities.

(a) Without limiting the scope or priority of the Carve Out, no costs or expenses of administration that have been or may be incurred in the Chapter 11 Cases or any Successor Cases at any time shall be charged against or recovered from any of (i) the DIP Secured Parties, their respective claims, or the DIP Collateral or (ii) subject to entry of the Final Order, the Prepetition Secured Note Secured Parties, their respective claims, or the Prepetition Secured Note Collateral, in each case pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity without the prior written consent of the DIP Agent (acting at the direction of the Required DIP Lenders) or the Prepetition Secured Note Agent (at the direction of the Prepetition Secured Noteholders), as applicable, and no such consent shall be implied from any

other action, inaction or acquiescence by the DIP Agent, any DIP Lender, the Prepetition Secured Note Agent, or any Prepetition Secured Note Secured Party.

(b) Each of the DIP Secured Parties and the Prepetition Secured Note Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, to the extent applicable, and the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to any of the DIP Secured Parties or, subject to entry of the Final Order, the Prepetition Secured Note Secured Parties, with respect to proceeds, products, offspring, or profits of any of the DIP Collateral or the Prepetition Secured Note Collateral, as applicable.

19. Marshaling. In no event shall the DIP Agent, any DIP Lender, or, subject to entry of the Final Order, the Prepetition Secured Note Agent or any Prepetition Secured Noteholder be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition Secured Note Collateral, as applicable, and the proceeds of the DIP Collateral and the Prepetition Secured Note Collateral shall be received and applied pursuant to this Interim Order, including Annex 3, and the DIP Documents, and the Prepetition Secured Note Documents notwithstanding any other agreement or provision to the contrary.

20. Release of the DIP Secured Parties and Prepetition Secured Note Secured Parties.

(a) Subject to and effective upon entry of the Interim Order, and in consideration of and as a condition to the DIP Agent and each DIP Lender making the DIP Facility available under the DIP Documents and providing other credit and financial accommodations to the Debtors pursuant to the provisions of this Interim Order and the DIP Documents (including the Carve Out provisions) and the Prepetition Secured Note Agent and each other Prepetition Secured Note Secured Party consenting to the priming of the Prepetition Secured Note Liens by the DIP Liens and the Carve Out and permitting the use of the Prepetition Secured Note Collateral and

Cash Collateral pursuant to the provisions of this Interim Order, each Debtor and each Estate, on its own behalf and on behalf of its and their respective predecessors, successors, heirs, and past, present, and future subsidiaries and assigns (collectively, the “**Releasors**”), hereby absolutely, unconditionally and irrevocably and forever releases, acquits, absolves, and discharges (i) each DIP Secured Party (solely in their capacity as such), (ii) each Prepetition Secured Note Secured Party (solely in their capacity as such) and, (iii) with respect to each of the foregoing (solely in their capacities as such), each of their respective Representatives or Affiliates (the persons and entities described in these clauses (a) through (c), each a “**Released Party**”) and their respective property and assets from any and all acts and omissions of the Released Parties, and from any and all claims, interests, demands, liabilities, responsibilities, disputes, remedies, causes of action (including causes of action in the nature of “lender liability”), Avoidance Actions, suits, judgments, costs, debts, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, bonds, obligations, objections, legal proceedings, equitable proceedings, executions of any nature, type, or description, damages, and any and all other claims, counterclaims, cross claims, defenses, rights of set-off, recoupment, demands, controversies, other rights of disgorgement or recovery, and liabilities whatsoever (including any derivative claims asserted or assertable on behalf of the Debtors, their Estates, or such entities’ successors or assigns, whether individually or collectively) that exist on the date hereof, at law or in equity, by statute or common law, in contract, or in tort, including, without limitation, (A) any so-called “lender liability” or equitable subordination claims or defenses, (B) any and all claims and causes of action arising under the Bankruptcy Code, (C) any and all offsets, defenses, claims, counterclaims, set-off rights, objections, challenges, causes of action, and/or choses in action of any kind or nature whatsoever, whether liquidated or unliquidated, fixed or contingent, known or unknown, suspected

or unsuspected, disputed or undisputed, whether arising at law or in equity, including any recharacterization, recoupment, subordination, disallowance, avoidance, challenge, or other claim or cause of action arising under or pursuant to section 105, chapter 5, or section 724(a) of the Bankruptcy Code or under other similar provisions of applicable state, federal, or foreign laws, including without limitation, any right to assert any disgorgement or recovery, and (D) any defense, right of counterclaim, right of set-off, or deduction on the payment of the Prepetition Secured Note Obligations, the Roll-Up DIP Loans, or the DIP Obligations, in each case that any Releasor may now or hereafter own, hold, have, or claim to have against the Released Parties, or any of them for, upon, or by reason of any nature, cause, or thing whatsoever that arose or may have arisen at any time on or prior to the date of this Interim Order, arising out of, relating to, or in connection with, any of the DIP Obligations, the Prepetition Secured Note Obligations, the DIP Liens, the Prepetition Secured Note Liens, any sale process, any Sale Transaction, the payment of any fees and expenses, including the DIP Lender Advisors, the DIP Documents, the Prepetition Secured Note Documents, or other financial accommodations under the DIP Documents or the Prepetition Secured Note Documents, the negotiations concerning the same, or the Chapter 11 Cases (individually, a “**Released Claim**” and collectively, the “**Released Claims**”), but excluding obligations of the DIP Lenders under the DIP Facility and the Transaction Approval Orders arising on or after the date of the Interim Order.

(b) In addition, upon all DIP Obligations owed to the DIP Secured Parties being Paid in Full by the Debtors, and termination of the rights and obligations arising under this Interim Order, any Final Order, and the DIP Documents (which payment and termination shall be on terms and conditions acceptable to the DIP Agent (acting at the direction of the Required DIP Lenders), including with respect to the source of cash for such payment and, in the case of a Disposition,

such transaction being an Acceptable Sale), the DIP Agent, the DIP Lenders and each other Released Party shall be automatically deemed to be absolutely and forever released and discharged by the Releasors from any and all obligations, liabilities, actions, duties, responsibilities, commitments, claims, and causes of action arising, occurring in connection with, or related to the DIP Documents, any sale process, the Chapter 11 Cases, any payment of fees and expenses, this Interim Order, or any Final Order (whether known or unknown, direct or indirect, matured or contingent, foreseen or unforeseen, due or not due, primary or secondary, liquidated or unliquidated). This paragraph is in addition to and shall not in any way limit any other release, covenant not to sue, or waiver set forth in a chapter 11 plan, any order approving a sale, or otherwise. As of the entry of this Interim Order, the releases granted solely to the DIP Secured Parties and their associated Released Parties in this paragraph 20 are final and binding and are not subject to a Challenge pursuant to paragraph 17 of this Interim Order or otherwise. For the avoidance of doubt, the releases granted to all other parties, other than the DIP Secured Parties and their associated Released Parties, in this paragraph 20 shall be subject to Challenge pursuant to paragraph 17 of this Interim Order.

(c) Each Releasor hereby absolutely, unconditionally and irrevocably covenants and agrees with each Released Party that it will not sue (at law, in equity, in any regulatory proceeding, or otherwise) any Released Party on the basis of any Released Claim or other claim or cause of action that has been released and discharged by any Releasor pursuant to clause (a) above (and upon the granting of such release, clause (b) above). If any Releasor violates the foregoing covenant, such Releasor and the Debtors each agree to pay, and be jointly and severally liable for, in addition to such other damages as any Released Party may sustain as a result

of such violation, all attorneys' fees and costs incurred by any Released Party as a result of such violation.

IX. Other Rights and Obligations.

21. Payment of Fees and Expenses.

(a) Solely to the extent set forth in the Approved Budget, the Debtors are authorized to and shall pay all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the DIP Agent and each other DIP Secured Party, including, without limitation, the fees and expenses of the DIP Lender Advisors (and one primary counsel and one local counsel (in each applicable jurisdiction) for the DIP Agent) and advisors to PosiGen Backleverage, LLC as set forth in the DIP Term Sheet, in connection with the DIP Facility, including in connection with (i) the discussion, negotiation, preparation, execution and delivery of any DIP Documents and the funding of the DIP Loans, (ii) the administration of the DIP Facility and any amendment, modification or waiver of any provision of any DIP Document, (iii) the interpretation, enforcement or protection of any of the rights and remedies of the DIP Secured Parties under the DIP Documents, (iv) the Chapter 11 Cases, and (v) the Sale Transaction, in each case as provided in the DIP Documents. No attorney or advisor to any of the Prepetition Secured Note Secured Parties, the DIP Agent, or the other DIP Secured Parties, including the fees and expenses of the DIP Lender Advisors, shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Debtors to the DIP Agent, the other DIP Secured Parties, or the DIP Lender Advisors in connection with the DIP Facility are hereby approved in full.

(b) Any time that the advisors to the Prepetition Secured Note Secured Parties seek payment of Adequate Protection Fees and Expenses from the Debtors, such professional shall

provide summary copies of its fee and expense statements or invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work-product doctrine or other privilege) by electronic mail to the U.S. Trustee and counsel to the Committee contemporaneously with the delivery of such fee and expense statements to the Debtors' primary restructuring counsel. The Debtors, the Committee, or the U.S. Trustee may dispute the payment of any portion of such invoiced fees and expenses (the "***Disputed Invoiced Fees***") by notifying the submitting party in writing, within ten (10) days of the receipt of such fee and expense statement or invoice (the "***Review Period***"), setting forth the specific objections to the Disputed Invoiced Fees. If such objection cannot be consensually resolved, the objecting party may file with the Court of a motion or other pleading to resolve such dispute prior to the expiration of the Review Period (which deadline may be extended by the applicable submitting party in writing), with at least ten (10) days' prior written notice to the submitting party of any hearing on such motion or other pleading. The Debtors shall promptly pay at the expiration of the applicable Review Period in full in cash) all such invoiced fees and expenses other than the Disputed Invoiced Fees, and this Court shall have jurisdiction to determine the Disputed Invoiced Fees if the parties are unable to resolve the dispute consensually. Notwithstanding the foregoing, the Debtors shall pay on the Closing Date all reasonable and documented fees, costs, and out-of-pocket expenses of the Prepetition Secured Note Agent and each other Prepetition Secured Note Secured Party incurred on or prior to such date without the need for any professional engaged by the Prepetition Secured Note Agent or other Prepetition Secured Note Secured Party to first deliver a copy of its

invoice as provided for herein (other than to the Debtors). No attorney or advisor to any of the Prepetition Secured Note Secured Parties shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Debtors to the Prepetition Secured Note Agent or any other Prepetition Secured Note Secured Party in connection with the Prepetition Secured Note Obligations, the DIP Facility, the Chapter 11 Cases or otherwise are hereby approved in full.

22. Alternative Settlements. The Debtors shall not enter into any settlement, compromise, or other resolution with any Non-Participating ProjectCo or any Non-Participating ProjectCo's Class A member (other than the Settlement) without the prior written consent of the Required DIP Lenders.

23. No Modification or Stay of this Interim Order.

(a) Based upon the record presented to this Court by the Debtors, notwithstanding (i) any stay, modification, amendment, supplement, *vacatur*, revocation, or reversal of this Interim Order, the DIP Documents or any term hereunder or thereunder, (ii) the failure to obtain a Final Order pursuant to Bankruptcy Rule 4001(c)(2), or (iii) the dismissal or conversion of one or more of the Chapter 11 Cases, the DIP Agent and each DIP Lender shall retain and be entitled to all of the rights, remedies, privileges, and benefits in favor of the DIP Agent and the DIP Lenders pursuant to section 364(e) of the Bankruptcy Code, this Interim Order, and the DIP Documents as of the date any event referred to in clauses (i), (ii), or (iii) shall have occurred.

(b) Unless and until all DIP Obligations, Prepetition Secured Note Obligations, and Adequate Protection Obligations are indefeasibly Paid in Full, and all DIP Commitments are

terminated, the Debtors irrevocably waive the right to seek and shall be prohibited from seeking or consenting to, directly or indirectly, (i) except as permitted under the DIP Documents or, if not provided for therein, with the prior written consent of the DIP Agent (at the direction of the Required DIP Lenders), as applicable, and the Prepetition Secured Note Agent (at the direction of the Prepetition Secured Noteholders) (and no such consent shall be implied by any action or inaction of the DIP Agent or Prepetition Secured Note Agent): (A) any reversal, modification, stay, vacatur, or amendment of this Interim Order or any provision hereof, (B) a priority claim for any administrative expense, priority claim, secured claim, unsecured claim, or any other claims against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of the Chapter 11 Cases, *pari passu* with or senior to the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Obligations, or the Prepetition Secured Note Obligations, or (C) any order, other than this Interim Order or the Final Order, allowing the use of Cash Collateral constituting or resulting from DIP Collateral or Prepetition Secured Note Collateral; (ii) except as permitted under the DIP Documents (including the Carve Out), any lien on any of the DIP Collateral or the Prepetition Secured Note Collateral with priority equal or superior to the DIP Liens, the Adequate Protection Liens, or the Prepetition Secured Note Liens, as applicable; or (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this Interim Order. The Debtors irrevocably waive any right to seek any Amendment of this Interim Order without the prior written consent, as provided in the foregoing, of the DIP Agent (at the direction of the Required DIP Lenders) and Prepetition Secured Note Agent (at the direction of the Prepetition Secured Noteholders), and no such consent shall be

implied by any other action, inaction, or acquiescence of the DIP Agent, any DIP Lender, the Prepetition Secured Note Agent, and/or any Prepetition Secured Note Secured Party, as applicable.

24. Power to Waive Rights; Duties to Third Parties; No Waiver by Failure to Seek Relief. Each DIP Secured Party and Prepetition Secured Note Secured Party shall have the right, in its respective sole discretion, to waive any of the terms, rights, and remedies provided or acknowledged in this Interim Order or the DIP Documents or Prepetition Secured Note Secured Documents (“**Lender Rights**”) with respect to such party, and shall have no obligation or duty to any other party with respect to the exercise or enforcement, or failure to exercise or enforce, any Lender Right(s). Any waiver by any such party of any Lender Rights shall apply solely to such party and to the Lender Rights so waived and shall not be or constitute a continuing waiver, except that any waiver by (a) the DIP Agent, on behalf of the DIP Secured Parties, shall bind the DIP Lenders in accordance with the DIP Documents and (b) the Prepetition Secured Note Agent, on behalf of the Prepetition Secured Note Secured Parties, shall bind such Prepetition Secured Noteholders in accordance with the Prepetition Secured Note Documents. Any delay in or failure by any DIP Secured Party or Prepetition Secured Party to seek relief or otherwise exercise or enforce any Lender Right shall neither constitute a waiver of such Lender Right, nor cause or enable any other party to rely upon or in any way assert a defense based upon such delay or failure. No delay on the part of any party in the exercise of any Lender Right or remedy under this Interim Order shall preclude any other or further exercise of any such Lender Right or remedy or the exercise of any other Lender Right or remedy. None of the rights or remedies of any party under this Interim Order shall be deemed to have been amended, modified, suspended, or waived unless such amendment, modification, suspension, or waiver is express, in writing, and signed by the party against whom such amendment, modification, suspension, or waiver is sought. No consents

required hereunder, any DIP Document, or any Prepetition Secured Note Document from any of the DIP Secured Parties or Prepetition Secured Note Secured Parties shall be implied by any inaction or acquiescence by any of the DIP Secured Parties or the Prepetition Secured Note Secured Parties, respectively.

25. Disposition of Collateral. The Debtors shall not sell, transfer, lease, encumber, or otherwise Dispose of any portion of the DIP Collateral without an order of this Court and the written consent of the DIP Agent (acting at the direction of the Required DIP Lenders), except as otherwise permitted in the DIP Documents, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Agent or any of the other DIP Secured Parties; *provided* that the DIP Facility and the terms of this Interim Order shall not prohibit the Debtors from consummating Dispositions of Excluded Assets, subject to the application of the proceeds of such Disposition in accordance with this Interim Order following the repayment in full in cash of the claims of any holder of an Excluded Lien secured by such Excluded Asset.

26. Modification of the Automatic Stay. The automatic stay under section 362(a) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Interim Order and the DIP Documents, including, without limitation, the incurrence of obligations, the authorization to make payments, the granting of liens and the perfection of liens.

27. Binding Effect.

(a) The provisions of this Interim Order, the DIP Documents, the DIP Superpriority Claims, the DIP Liens, the DIP Obligations, and any and all rights, remedies, privileges, protections, liens, priorities, and benefits, in favor of the DIP Agent, the DIP Lenders, any other DIP Secured Party, and/or any Prepetition Secured Note Secured Party, respectively, provided or acknowledged in this Interim Order, and any actions taken pursuant thereto, shall be

effective immediately upon entry of this Interim Order pursuant to Bankruptcy Rule 6004(h), shall continue in full force and effect, shall survive entry of any other order, and shall not be modified, impaired, or discharged by the entry of any order (i) confirming any plan of reorganization or liquidation in any of the Chapter 11 Cases notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, (ii) converting any of the Chapter 11 Cases to a chapter 7 case, (iii) dismissing any of the Chapter 11 Cases or any Successor Cases, (iv) withdrawing of the reference of any of the Chapter 11 Cases or any Successor Cases, (v) providing for abstention from handling or retaining of jurisdiction of any of the Chapter 11 Cases or Successor Cases in this Court, (vi) terminating the joint administration of the Chapter 11 Cases, or (vii) approving the sale of any DIP Collateral or Prepetition Secured Note Collateral, including pursuant to section 363(b) of the Bankruptcy Code, or by any other act or omission. The terms and provisions of this Interim Order shall continue in the Chapter 11 Cases, in any Successor Cases, or following the dismissal of the Chapter 11 Cases or any Successor Cases, notwithstanding the entry of any such order, and such protections, rights, remedies, liens, priorities, privileges, and benefits, shall continue in full force and effect in these proceedings and after any dismissal thereof, and shall maintain their respective priorities as provided by this Interim Order and the DIP Documents, and to the maximum extent permitted by law, until all of the DIP Obligations have been Paid in Full. The DIP Obligations shall not be discharged by the entry of an order confirming any plan of reorganization in any of the Chapter 11 Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code (and pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations), unless the DIP Obligations have been Paid in Full on or before the effective date of

such plan of reorganization or the DIP Agent (at the direction of the Required DIP Lenders) have otherwise agreed in writing.

(b) Any order dismissing one or more of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise shall be deemed to provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (i) the DIP Agent's, each DIP Lender's, and any other DIP Secured Party's respective liens on, and security interests in, the DIP Collateral and the Adequate Protection Liens, the Adequate Protection Obligations and the other administrative claims granted pursuant to this Interim Order shall continue in full force and effect notwithstanding such dismissal and shall maintain their priorities as provided in this Interim Order until the DIP Obligations and Adequate Protection Obligations have been Paid in Full (and such DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Obligations, and the other administrative claims granted pursuant to this Interim Order, shall, notwithstanding such dismissal, remain binding on all parties-in-interest), and (ii) this Court shall retain jurisdiction, to the maximum extent permissible under applicable law, notwithstanding such dismissal, for the purposes of enforcing the DIP Superpriority Claims, the DIP Liens, and the claims, liens, and security interests referred to in the foregoing clause (i), as applicable.

(c) The provisions of this Interim Order shall be binding upon and inure to the benefit of the Debtors, their Estates, the Committee, all other creditors of any of the Debtors, and all other parties in interest in the Chapter 11 Cases, and in each case their respective successors and assigns, including any Trustee in the Chapter 11 Cases or any Successor Cases or otherwise in respect of any Debtors or any property of the Estate of any of the Debtors, and shall inure to the benefit of the DIP Agent, the DIP Lenders, the Prepetition Secured Note Secured Parties, and their respective successors and assigns. Such binding effect is an integral part of this Interim Order.

28. Indemnification. Each of (a) the DIP Secured Parties and their Representatives and (b) the Prepetition Secured Note Secured Parties and their Representatives, respectively, have acted in good faith and without negligence, misconduct, or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the DIP Facility and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, respectively, any challenges or objections to the DIP Facility or the use of Cash Collateral, the DIP Documents, and all other documents related to and all transactions contemplated by the foregoing. Accordingly, without limitation to any other right to indemnification, each of the Prepetition Secured Note Secured Parties and the DIP Secured Parties shall be and hereby are indemnified (as applicable) as provided in the applicable Prepetition Secured Note Documents and DIP Documents, as applicable. The Debtors agree that no exception or defense in contract, law, or equity exists as of the date of this Interim Order to any obligation set forth, as the case may be, in this Interim Order, the DIP Documents, or the Prepetition Secured Note Documents to indemnify and/or hold harmless the DIP Agent, any other DIP Secured Party, the Prepetition Secured Note Agent, or any Prepetition Secured Note Secured Party, as the case may be, and any such defenses are hereby waived.

29. Limits on Lender Liability.

(a) Nothing in this Interim Order, any of the DIP Documents, any of the Prepetition Secured Note Documents, or any other documents related thereto, shall in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Secured Parties or Prepetition Secured Note Secured Parties of any liability for any claims arising from any activities by the Debtors or their affiliates in the operation of their business or in connection with the

Debtors' or their affiliates' restructuring efforts or the administration of the Chapter 11 Cases or any Successor Cases.

(b) In determining to make any loan under the DIP Documents or the Prepetition Secured Note Documents, permitting the use of Cash Collateral, or in exercising any rights or remedies as and when permitted pursuant to this Interim Order, the DIP Documents, or the Prepetition Secured Note Documents, the DIP Secured Parties and the Prepetition Secured Note Secured Parties shall not, solely by reason thereof, be deemed in control of the operations of the Debtors or their affiliates, or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors or their affiliates (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute).

(c) Furthermore, nothing in this Interim Order, the DIP Documents, or the Prepetition Secured Note Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, any other DIP Secured Party, or any Prepetition Secured Note Secured Party of any liability for any claims arising from the prepetition or post-petition activities of any of the Debtors or their affiliates or any fiduciary duties owed to the Debtors, their affiliates, or the Debtors' or their affiliates' respective creditors, shareholders, or Estates. Nothing in this Interim Order or the DIP Documents shall in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Secured Parties or the Prepetition Secured Note Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors or their affiliates, and the DIP Secured Parties and the Prepetition Secured Note Secured Parties shall not, in any way or manner, be liable or responsible for (i) the

safekeeping of the DIP Collateral or Prepetition Secured Note Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person, (v) any payments to any vendors, contractors or service providers to any Debtor or any subsidiary or affiliate thereof, and all risk of loss, damage or destruction of the DIP Collateral or Prepetition Secured Note Collateral shall be borne by the Debtors.

30. Proofs of Claim.

(a) Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a bar date or deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code in any of the Chapter 11 Cases, or the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, none of the DIP Agent, the DIP Lenders, the Prepetition Secured Note Agent, or the Prepetition Secured Noteholders shall be required to file proofs of claim or requests for payment of administrative expenses in any of the Chapter 11 Cases or any Successor Cases with respect to, as applicable, the DIP Obligations, the DIP Liens, the DIP Superpriority Claims, the Prepetition Secured Note Obligations, the Prepetition Secured Note Liens, the Adequate Protection Claims, the Adequate Protection Liens or any other claims or liens granted hereunder or created by this Interim Order, the DIP Documents or the Prepetition Secured Note Documents. Upon approval of this Interim Order, each of the DIP Secured Parties and the Prepetition Secured Note Secured Parties shall be treated under section 502(a) of the Bankruptcy Code as if they filed a proof of claim in the full amount of the DIP Obligations and Prepetition Secured Note Obligations. All of the DIP Obligations and the Prepetition Secured Note Obligations shall be and shall remain due and payable in accordance with

the DIP Documents and Prepetition Secured Note Documents without the necessity of filing any such proof of claim or request for payment of administrative expenses, and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the DIP Documents, the Prepetition Secured Note Documents or any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the DIP Agent's, any DIP Lender's, any other DIP Secured Party's, or any Prepetition Secured Note Secured Party's rights, remedies, powers, or privileges under any of the DIP Documents, the Prepetition Secured Note Documents, this Interim Order or applicable law. The (i) DIP Agent, for the benefit of the DIP Lenders, and (ii) Prepetition Secured Note Agent, for the benefit of the Prepetition Secured Noteholders, is authorized (but not directed), in its sole and absolute discretion, but in no event is required, to file (and amend and/or supplement, as it sees fit) proofs of claim in each of the Chapter 11 Cases on behalf of the DIP Secured Parties in respect of the DIP Obligations or the Prepetition Secured Note Secured Parties in respect of the applicable Prepetition Secured Note Obligations. Any proofs of claim so filed shall be deemed to be in addition to, and not in lieu of, any other proof of claim that may be filed by the DIP Agent, any DIP Lender, Prepetition Secured Note Agent, or Prepetition Secured Note Holder.

(b) In order to facilitate the processing of claims, to ease the burden upon the Court and to reduce any unnecessary expense to the Debtors' Estates, each of the DIP Agent and the Prepetition Secured Note Agent is authorized (but not directed), in its sole discretion, to file in the Debtors' lead Chapter 11 Case *In re PosiGen, PBC*, Case No. 25-90787 (CML), a master proof of claim on behalf of the DIP Secured Parties or Prepetition Secured Note Secured Parties on account of any and all of their respective claims arising under the DIP Documents or Prepetition Secured Note Documents, as applicable, and hereunder (as applicable) (each, a "**Master Proof of**

Claim”) against each of the applicable Debtors. Upon the filing of any such Master Proof of Claim, the DIP Agent or the Prepetition Secured Note Agent filing such Master Proof of Claim shall be deemed to have filed a proof of claim in the amount set forth therein in respect of its claims of any type or nature whatsoever with respect to the DIP Documents or Prepetition Secured Note Documents, as applicable, and the claims of each DIP Secured Party or Prepetition Secured Note Secured Party (and each of its successors and assigns), asserted or described in such Master Proof of Claim shall be treated as if a separate proof of claim had been filed in each of the Chapter 11 Cases of the Debtors identified as having liability in such Master Proof of Claim. The Master Proofs of Claim shall not be required to attach any instruments, agreements, or other documents evidencing the obligations owing by the applicable Debtors to the DIP Secured Parties or the Prepetition Secured Note Secured Parties, as applicable. Any Master Proof of Claim so filed by the DIP Agent or Prepetition Secured Note Agent shall be deemed to be in addition to and not in lieu of any other Master Proof of Claim that may be filed by any other DIP Secured Party or Prepetition Secured Note Secured Party.

31. Waiver of Bankruptcy Rule 6004(a) and 6004(h). The notice requirements of Bankruptcy Rule 6004(a) and the 14-day stay of Bankruptcy Rule 6004(h) are hereby waived.

32. Insurance. Until the DIP Obligations and Prepetition Secured Note Obligations have been Paid in Full, at all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Secured Note Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date and otherwise in accordance with the DIP Documents. To the fullest extent provided by applicable law, the DIP Agent and Prepetition Secured Note Agent shall be, and shall be deemed to be, without any further action or notice, named as additional

insured and loss payee on each insurance policy maintained by the Debtors to the extent that such policy in any way relates to the DIP Collateral.

33. Cash Management. Until such time as all DIP Obligations and Prepetition Secured Note Obligations are Paid in Full, unless otherwise agreed to by the DIP Agent and Prepetition Secured Note Agent, the Debtors shall also maintain the cash management system in effect as of the Petition Date, as modified by this Interim Order, the Transaction Approval Order, and the Final Cash Management Order. The Debtors shall not open any new deposit or securities account that is not subject to the liens and security interests of each of the DIP Secured Parties (in which case they shall be subject to the lien priorities and other provisions set forth in this Interim Order), and no bank account pledged in favor of the DIP Agent or Prepetition Secured Note Agent will be closed during the Chapter 11 Cases without the prior written consent of the DIP Agent, and nothing in this Interim Order will alter or impair any security interest or perfection thereof that existed as of the Petition Date or that arises after the Petition Date. Until the DIP Obligations and Prepetition Secured Note Obligations are Paid in Full, the Debtors shall (a) maintain accurate records of all transfers (including intercompany transactions) within their cash management system so that all postpetition transfers and transactions shall be adequately and promptly documented in, and readily ascertainable from, their books and records, and (b) provide reasonable access to such records to the DIP Agent, the other DIP Secured Parties, and the DIP Lender Advisors.

34. Interim Order Controls. In the event of a conflict between (a) the terms and provisions of the DIP Documents and (b) the terms and provisions of this Interim Order, then in each case the terms and provisions of this Interim Order shall govern. Notwithstanding the relief granted in any other order by this Court, (i) all payments and actions by any of the Debtors pursuant to the authority granted therein shall be subject to this Interim Order, including compliance with

the Approved Budget and all other terms and conditions hereof, and (ii) to the extent there is any inconsistency between the terms of such other order and this Interim Order, this Interim Order shall control, in each case, except to the extent expressly provided otherwise in such other order.

35. No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

36. Payments Free and Clear. Any and all payments or proceeds remitted to or for the benefit of the DIP Agent on behalf of the DIP Secured Parties pursuant to the provisions of this Interim Order, any subsequent order of this Court, or the DIP Documents, shall, subject to the terms of this paragraph, be irrevocable, received free and clear of any claims, charges, assessments, or other liabilities, including, without limitation, any such claims or charges arising out of or based on, directly or indirectly, section 506(c) of the Bankruptcy Code or section 552(b) of the Bankruptcy Code, whether asserted or assessed by, through or on behalf of the Debtors, and in the case of payments made or proceeds remitted after the delivery of the Carve Out Trigger Notice, subject to the Carve Out in all respects.

37. Joint and Several Liability. Nothing in this Interim Order shall be construed to constitute a substantive consolidation of any of the Debtors' Estates or any subset thereof, it being understood, however, that the Debtors shall be jointly and severally liable for the obligations hereunder and the DIP Obligations in accordance with the terms hereof and of the DIP Documents.

38. Necessary Action. The Debtors, the DIP Secured Parties, and the Prepetition Note Secured Parties are authorized to take all reasonable actions as are necessary or appropriate to implement the terms of this Interim Order.

39. Intercompany Claims. For the avoidance of doubt, any claim against a Debtor held by a Debtor, and any Lien securing any such claim held by a Debtor, shall be junior and subordinate to the DIP Superpriority Claims, DIP Liens, Adequate Protection Claims, Adequate Protection Liens, and the Carve Out.

40. Treatment of DIP Obligations. On the Maturity Date of the DIP Facility, the DIP Borrower shall pay the then unpaid and outstanding amount of the DIP Obligations pursuant to the provisions of the DIP Documents or as otherwise provided in an Acceptable Plan.

41. Preservation of Rights Granted Under this Interim Order. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the DIP Agent's, any DIP Secured Party's, or any Prepetition Secured Note Secured Party's rights to seek any other or supplemental relief in respect of the Debtors (including, the right to seek additional or different adequate protection); (b) the rights of any of the Prepetition Secured Note Secured Parties to seek the payment by the Debtors of post-petition interest or fees pursuant to section 506(b) of the Bankruptcy Code; (c) any of the rights of any of the DIP Agent, the other DIP Secured Parties, and/or the Prepetition Secured Note Secured Parties under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, the right to (i) request modification of or relief from the automatic stay imposed by section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases or Successor Cases, conversion of any of the Chapter 11 Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, (iii) seek an injunction, (iv) oppose any request for use of Cash Collateral or any request for the use of proceeds of the DIP Facility (other than as permitted under this Interim Order and the DIP Documents), (v) object to any sale of assets, including any DIP Collateral or Prepetition Secured Note Collateral, (vi) object

to the granting of any interest in the DIP Collateral or Prepetition Secured Note Collateral (other than as contemplated herein or permitted under the DIP Documents), (vii) object to any application for either or both allowance and payment of compensation of Professional Persons or other parties seeking compensation or reimbursement from the Estates, or (viii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (d) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Agent, the other DIP Secured Parties, or the Prepetition Secured Note Secured Parties. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Debtors', a Committee's (if appointed), or any party in interest's right to oppose any of the relief requested in accordance with the immediately preceding sentence except as expressly set forth in this Interim Order. Other than as expressly set forth in this Interim Order, any other rights, claims, or privileges (whether legal, equitable, or otherwise) of the DIP Secured Parties and the Prepetition Secured Note Secured Parties are preserved.

42. Replacement Agent. Notwithstanding the resignation or replacement of any collateral agent or administrative agent, including the DIP Agent or Prepetition Secured Note Agent, or the appointment of a new DIP Agent or Prepetition Secured Note Agent, the DIP Liens on the DIP Collateral, the Prepetition Secured Note Liens on the Prepetition Secured Note Collateral, and the Adequate Protection Liens shall remain continuously and properly perfected, notwithstanding the transfer of control, possession, or title of any Prepetition Secured Note Collateral or DIP Collateral to a new collateral or administrative agent.

43. Headings. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

44. Retention of Jurisdiction. This Court retains exclusive jurisdiction to resolve any disputes arising from or related to the interpretation or enforcement of this Interim Order.

X. Final Hearing and Response Dates.

45. The Final Hearing on the Transaction Approval Motion pursuant to Bankruptcy Rule 4001(c)(2) is scheduled for _____, 2026 at __:__.m. **(prevailing Central Time)** before this Court. The Debtors shall promptly mail copies of this Interim Order to the Notice Parties, and to any other party that has filed a request for notices with this Court and to a Committee, if appointed, through its counsel. Any party in interest objecting to the relief sought at the Final Hearing shall file written objections with the Clerk of the United States Bankruptcy Court for the Southern District of Texas, Houston Division, by no later than _____, 2026 at **4:00 p.m. (prevailing Central Time).**

Dated: _____, 2025
Houston, Texas

CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

Annex 1

Definitions

“Acceptable Plan” means a plan of reorganization or liquidation, in form and substance satisfactory to the Required DIP Lenders, for any or all of the Chapter 11 Cases that is either (a) approved by the Required DIP Lenders before same is filed with the Bankruptcy Court, or (b) provides for (i) the DIP Obligations and the Prepetition Secured Note Obligations to be Paid in Full, through sources acceptable to the Required DIP Lenders in its sole discretion, on or prior to the effective date of such plan as a condition to the effectiveness thereof, and (ii) releases and indemnification for the DIP Lenders to the maximum extent permitted by applicable law.

“Acceptable Sale” means a Disposition of all or a material portion of Debtors’ assets pursuant to section 363 of the Bankruptcy Code, where either (a) such Disposition, by itself or with one or more related transactions, (i) provides for the DIP Obligations and Prepetition Secured Note Obligations to be Paid in Full; (ii) the purchaser has demonstrated that it has (A) cash or cash equivalents in the amount of the purchase price set forth in any purchase agreement or other applicable transaction document(s), (B) a signed commitment, acceptable to the Required DIP Lenders in their sole discretion, to lend from a recognized lender in the amount of such purchase price, or (C) a combination thereof, necessary to consummate any purchase agreement or other applicable transaction document(s); and (iii) the closing of the Sale shall occur on or prior to the Maturity Date; or (b) the Required DIP Lenders provide their prior written consent to such Sale before same is approved by the Bankruptcy Court.

“Administrative Expense Escrow Account” has the meaning given to such term in the Cash Management Motion.

“Administrative Expense Procedures” has the meaning given to such term in the Cash Management Motion.

“Affiliate” shall have the meaning ascribed to it in section 101(2) of the Bankruptcy Code. With respect to any person (as defined in section 101(41) of the Bankruptcy Code) that is not a Debtor, the term “Affiliate” shall apply to such person as if the person were a Debtor.

“Avoidance Actions” means any claims or causes of action arising under or pursuant to chapter 5 of the Bankruptcy Code, section 724(a) of the Bankruptcy Code or any other similar provisions of applicable state, federal or foreign law (including any other avoidance actions under the Bankruptcy Code).

“Brookfield Facility” means the loan facility provided under the Brookfield Facility Credit Agreement.

“Brookfield Facility Agent” means Bid Administrator LLC in its capacity as administrative agent and collateral agent, together with its successors and assigns, under the Brookfield Facility Credit Agreement.

“Brookfield Facility Borrower” means PosiGen Backleverage, LLC, as borrower under the Brookfield Facility.

“Brookfield Facility Borrower Group” means the Brookfield Facility Borrower together with its direct and indirect subsidiaries.

“Brookfield Facility Collateral” means the “Collateral” as defined in the Brookfield Facility Credit Agreement.

“Brookfield Facility Credit Agreement” means that certain Credit Agreement, dated April 21, 2023 (as amended, restated, amended and restated, supplemented or modified from time to time), by and among the Brookfield Facility Borrower, the Brookfield Facility Agent, and the lenders party thereto.

“Brookfield Facility Documents” means the “Loan Documents” as defined in the Brookfield Facility Credit Agreement.

“Brookfield Facility Secured Obligations” means the “Obligations” as defined in the Brookfield Facility Credit Agreement.

“Brookfield Facility Secured Parties” means the “Lender Parties” as defined in the Brookfield Facility Credit Agreement.

“Brookfield Facility Security Documents” means (a) the Collateral Documents (as defined in the Brookfield Facility Credit Agreement) and (b) any other security documents, mortgages, and ancillary agreements pursuant to which the Brookfield Facility Agent has been granted a security interest in and continuing liens on the Brookfield Facility Collateral.

“Business Day” shall mean any day that is not a Saturday, Sunday or other day on which banking institutions in New York City are authorized or required by law to be closed.

“Cash Collateral” means “cash collateral” (as defined in section 363(a) of the Bankruptcy Code) that is, as applicable, (a) the property of the DIP Loan Parties or is the traceable proceeds of DIP Collateral, in each case in which one or more of the DIP Secured Parties have an interest, or (b) the property of the Prepetition Secured Note Secured Parties or is the traceable proceeds of Prepetition Secured Note Collateral, in each case in which one or more of the Prepetition Secured Note Secured Parties have an interest. For the avoidance of doubt, all Project Proceeds shall constitute Cash Collateral of the DIP Secured Parties.

“Cash Management Motion” means (a) the Initial Cash Management Motion and (b) any other motion of the Debtors seeking interim or final approval of the Debtors’ cash management system.

“Cash Management Order” means (a) Initial Cash Management Order, (b) the Final Cash Management Order, and (c) any other interim or final orders that authorize the Debtors to maintain

their cash management system and treasury arrangements, which, in the case of clauses (b) and (c) shall be in form and substance acceptable to the Required DIP Lenders.

“Closing Date” means, with respect to any DIP Facility, the date on which the conditions precedent to the closing of the DIP Facility have been satisfied or waived in accordance with the DIP Documents and the effectiveness of the DIP Documents and the DIP Facility has occurred.

“CTGB Facility Credit Agreement” means that certain Revolving Credit Agreement, dated as of September 30, 2022, by and between the Borrower and Connecticut Green Bank, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its mailing address at 75 Charter Oak Avenue, Hartford, Connecticut, 06106.

“CTGB Battery Collateral” means “Pledged Collateral” as defined in the CTGB Facility Credit Agreement.

“CTGB Facility Liens” means the liens securing the obligations under the CTGB Facility Credit Agreement.

“DIP Collateral” means all property and rights and interests in property of the Debtors or their Estates of any kind or nature whatsoever, whether tangible or intangible, in existence as of the Petition Date as well as thereafter created or acquired, and wherever located, including, without limitation: (a) all cash, cash equivalents, deposit accounts, securities accounts, accounts, other receivables (including credit card receivables), chattel paper, contract rights, inventory (wherever located), instruments, documents, securities (whether or not marketable) and investment property (including all of the issued and outstanding capital stock of each of its subsidiaries), hedge agreements, real estate, furniture, fixtures, equipment (including documents of title), goods, franchise rights, trade names, trademarks, servicemarks, copyrights, patents, license rights, intellectual property, general intangibles (including, for the avoidance of doubt, payment intangibles), tax credits, rights to the payment of money (including tax refunds, interconnection deposit refunds, equipment refunds and any other extraordinary payments), supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action, and all substitutions, indemnification rights, all present and future intercompany debt, books and records related to the foregoing, and accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds; (b) all other claims including commercial tort claims; (c) all proceeds of leased real property; (d) if not otherwise described above, all of the property or rights in property identified as Collateral (as defined in the DIP Term Sheet); (e) any and all Avoidance Actions; (f) any exercise of the Debtors’ rights under sections 506(c) and 550 of the Bankruptcy Code; (g) any actions brought under section 549 of the Bankruptcy Code to recover any postpetition transfer of DIP Collateral; (h) all proceeds from the sale, assignment, or other Disposition of any commercial real estate leases and the Debtors’ right to select, identify, and designate which commercial leases may be assumed or assumed and assigned under section 365 of the Bankruptcy Code; (i) any security deposits refunded to the Debtors after application by a landlord of non-residential real property; (j) all intercompany claims held by any Debtor against one or more of its affiliates and the entitlement of such Debtor thereunder to receive payment on such claims, including all collateral for such claims, subject to the terms set forth in this Interim Order, and

(k) except as provided above, all other personal property of the Debtors and their Estates of every kind and nature.

“DIP Documents” means (a) the DIP Term Sheet, (b) the DIP Credit Agreement, and (c) all security agreements, pledge agreements, notes, guarantees, mortgages, deeds of trust, control agreements, Uniform Commercial Code financing statements, certificates, reports, and other agreements, documents and instruments executed and/or delivered with or to, or filed by, the DIP Agent and/or the DIP Lenders in connection with or related thereto (collectively, as amended, restated, amended and restated, modified, supplemented, extended, waived or replaced from time to time).

“DIP Lender Advisors” means (a) (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, Porter Hedges LLP, and A&O Shearman LLP, as co-counsel to certain New Money DIP Lenders and (ii) Alvarez & Marsal Holdings, LLC, as financial advisor to certain New Money DIP Lenders; (b) Milbank LLP and Haynes and Boone LLP as co-counsel to G-I; and (c) any other local or special counsel or other professionals retained by the DIP Lenders.

“DIP Loan Parties” means each of the DIP Borrowers and the DIP Guarantors.

“DIP Obligations” means (a) all loans, including the DIP Loans, advances, debts, principal, interest, contingent reimbursement or indemnification obligations, liabilities, DIP Fees, premiums, fees and expenses of the DIP Lender Advisors, costs, and expenses, in each case under or with respect to the DIP Facility and when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (b) all existing and future obligations and liabilities of every kind or nature (including without limitation, principal of, and accrued interest on, amounts advanced to the Debtors under the DIP Facility), and all other fees, indemnity obligations, reimbursement obligations, and any other obligations under or in connection with the DIP Documents and the DIP Orders, whether due or to become due, absolute or contingent, primary, secondary, direct, fixed or otherwise. Without limiting the foregoing, the DIP Obligations include the obligation of the Borrower to reimburse any amount in respect of any of the foregoing that the DIP Agent or any DIP Lender, in each case in its sole discretion, may elect to pay or advance on behalf of the Borrower.

“Disposition” means the sale, transfer, conveyance, license, lease or other disposition (including any sale and leaseback transaction) of any property by any person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith. *“Dispose”*, *“Disposed”* and *“Disposal”* have correlative meanings.

“Encumbered Property” consists of all assets of the DIP Loan Parties that do not constitute Prepetition Collateral that are subject to any valid and non-avoidable senior lien in existence and perfected immediately prior to the Petition Date or any valid and non-avoidable lien in existence immediately prior to the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code. Encumbered Property shall include the Excluded Assets.

“**Estate**” means, with respect to a Debtor, their bankruptcy estate (as defined under section 541 of the Bankruptcy Code), and “**Estates**” means the bankruptcy estates (as defined under section 541 of the Bankruptcy Code) of each Debtor.

“**Excluded Assets**” means the June Bridge Loan Facility Owner 2 Collateral, the CTGB Battery Collateral, the HYG Equipment Collateral, the Wells Fargo Facility Equipment Collateral and the Legalist Equity Collateral.

“**Excluded Liens**” means (a) the June Bridge Loan Facility Liens, (b) the CTGB Facility Liens, (c) the Wells Fargo Facility Liens on the Wells Fargo Facility Equipment Collateral, (d) the HYG Liens on the HYG Equipment Collateral, and (e) the Legalist Facility Liens on the Legalist Equity Collateral.

“**G-I**” means G-I Energy Investments, LLC.

“**HYG**” means HYG Financial Services, Inc.

“**HYG Equipment Collateral**” means certain equipment held by Developer and pledged to HYG.

“**HYG Liens**” means the liens granted by Developer to HYG on the HYG Equipment Collateral.

“**Initial Budget**” means the 13-week consolidated weekly operating budget of the Debtors and their subsidiaries setting forth, among other things, projected disbursements, liquidity and net cash flow for the period described therein prepared by the DIP Borrower’s management and advisors and approved by the Required DIP Lenders on or prior to the Interim Order Effective Date.

“**Initial Cash Management Motion**” means the *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, (B) Maintain Existing Bank Accounts, Business Forms, and Books and Records, (C) Pay Related Prepetition Obligations, (D) Maintain Fuel Card Program, and (E) Continue Intercompany Transactions; (II) Granting Administrative Expense Status to Intercompany Claims Among the Debtors; and (III) Granting Related Relief* [Dkt. No. 5]

“**Initial Cash Management Order**” means the *Interim Order (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, (B) Maintain Existing Bank Accounts, Business Forms, and Books and Records, (C) Pay Related Prepetition Obligations, (D) Maintain Fuel Card Program, and (E) Continue Intercompany Transactions; (II) Granting Administrative Expense Status to Intercompany Claims Among the Debtors; and (III) Granting Related Relief* [Dkt. No. 51].

“**Interim Order Effective Date**” means the date of entry of the Interim Order.

“June Bridge Loan Facility Agreement” means that certain Secured Note, Loan and Security Agreement, dated as of June 13, 2025, by and among PosiGen Owner 2, LLC, as borrower and each of the lenders party thereto.

“June Bridge Loan Facility Liens” means the liens securing the obligations under the June Bridge Loan Facility Agreement.

“June Bridge Loan Facility Owner 2 Collateral” means “Collateral” as defined in the June Bridge Loan Facility Agreement.

“KeyBank Lease Revenue Collection Account” has the meaning given to such term in the Transaction Approval Orders.

“Legalist Equity Collateral” means the equity interests of PosiGen Owner 3, LLC pledged under the Legalist Facility Security Documents.

“Legalist Facility Credit Agreement” means that certain Credit Agreement, dated as of July 31, 2023 (as amended, amended and restated, supplemented or amended from time to time), by and among PosiGen Owner 3, LLC, PosiGen Rampart, LLC, PosiGen, PBC, List Government Receivables Fund, LLC as lender and collateral agent.

“Legalist Facility Collateral” means the property and assets of the Debtors the pledged under the Legalist Facility Security Documents (other than the Legalist Equity Collateral).

“Legalist Facility Liens” means the liens granted pursuant to the Legalist Facility Security Documents to secure the obligations under the Legalist Facility Credit Agreement.

“Legalist Facility Security Documents” means (a) the Legalist Facility Credit Agreement and (b) any other security documents, mortgages, and ancillary agreements pursuant to which the List Government Receivables Fund, LLC, in its capacity as collateral agent under the Legalist Facility Credit Agreement, has been granted a security interest in and continuing liens on the Prepetition Legalist Facility Collateral.

“Non-Participating ProjectCo” means any Project Company that is not a Participating ProjectCo.

“Participating ProjectCo” means any Project Company that elects to participate in the Settlement (as defined in the Transaction Approval Orders).

“Paid in Full” means (a) the indefeasible payment in full in cash of the obligations (including principal, accrued and unpaid interest and fees, reimbursable expenses and indemnities, other than contingent indemnification obligations for which no claim has been asserted or threatened) and all other amounts due and owing by the Debtors or any other obligors thereunder (with such payment being without prejudice to any terms or provisions contained in such credit facility that survive such discharge by their terms) under the applicable credit facility and this Interim Order, (b) the termination of all commitments to make loans or extend other financial

accommodations under such facility, (c) the cash collateralization or repayment in full in cash of all treasury and cash management obligations, hedging obligations, and bank product obligations, and the cancelation, replacement, backing, or cash collateralization of all letters of credit, in each case, in accordance with the terms of the applicable facility, and (d) in the case of the Prepetition Secured Note Obligations, no Challenge has been timely and properly asserted in accordance with this Interim Order (including any Challenge against the applicable Prepetition Secured Note Secured Parties or their Representatives), or if such a Challenge is timely and properly commenced, upon the disposition of such Challenge pursuant to a final, non-appealable order of a court of competent jurisdiction in favor of such Prepetition Secured Note Secured Parties and Representatives and consistent with the Debtors' Stipulations and Releases.

"Permitted Prior Liens" means any valid and non-avoidable senior lien in existence and perfected immediately prior to the Petition Date or any valid and non-avoidable lien in existence immediately prior to the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code. For the avoidance of doubt, Permitted Prior Liens shall not include any Prepetition Liens or any DIP Liens, but shall include the Excluded Liens to the extent such liens are valid and non-avoidable senior lien in existence and perfected immediately prior to the Petition Date.

"Petition Date" means the date on which the Debtors file chapter 11 petitions with the Court.

"Plan Trust" means a trust to be established on the Plan Effective Date pursuant to the terms of the Plan Trust Agreement (as defined in the Settlement Term Sheet) and the Plan.

"Prepetition Collateral" means the Prepetition Sponsor Note Collateral, the Prepetition Secured Note Collateral, and the Legalist Facility Collateral, but for the avoidance of doubt excludes the Excluded Assets.

"Prepetition Liens" means the Prepetition Secured Note Liens, the Prepetition Sponsor Note Liens, the Wells Fargo Facility Liens, the HYG Liens and the Legalist Facility Liens.

"Prepetition Secured Note" means that certain Secured Promissory Note, dated as of October 28, 2025, and made by PosiGen, PBC and the guarantors party thereto, in favor of the Prepetition Secured Noteholders and acknowledged and agreed to by the Prepetition Secured Note Agent.

"Prepetition Secured Note Agent" means Bid Administrator LLC, in its capacity as administrative agent and collateral agent for the Prepetition Secured Noteholders, and any successor thereto.

"Prepetition Secured Note Borrower" means PosiGen, PBC, in its capacity as borrower under the Prepetition Secured Note.

“Prepetition Secured Note Collateral” means the (a) the “Collateral” as defined in the Prepetition Secured Note Documents and (b) all other assets and property that secure the Prepetition Secured Note Obligations.

“Prepetition Secured Note Documents” means (a) the Prepetition Secured Note, (b) the Prepetition Secured Note Security Documents, and (c) each of the other “Loan Documents” (as defined in the Prepetition Secured Note).

“Prepetition Secured Note Guarantors” means the “Guarantors” as defined in the Prepetition Secured Note.

“Prepetition Secured Noteholders” means the “Lenders” under the Prepetition Secured Note.

“Prepetition Secured Note Loans” means the “Loans” under the Prepetition Secured Note.

“Prepetition Secured Note Liens” means each of the liens and security interests granted by the Grantors (as defined in the Prepetition Promissory Note) in the Prepetition Secured Note Collateral pursuant to the Prepetition Secured Note Security Documents to secure the Prepetition Secured Note Obligations.

“Prepetition Secured Note Parties” means the Prepetition Secured Note Borrower, each Prepetition Secured Note Guarantor, and their respective successors and assigns.

“Prepetition Secured Note Obligations” means the “Obligations” as defined in the Prepetition Secured Note.

“Prepetition Secured Note Secured Parties” means the Prepetition Secured Noteholders and the Prepetition Secured Note Agent.

“Prepetition Secured Note Security Documents” means (a) the Prepetition Secured Note and (b) any other security documents, mortgages, and ancillary agreements pursuant to which the Prepetition Secured Note Agent has been granted a security interest in and continuing liens on the Prepetition Secured Note Collateral.

“Prepetition Secured Obligations” means the Prepetition Secured Note Obligations and the Prepetition Sponsor Note Secured Obligations.

“Prepetition Sponsor Note Agent” means Wilmington Trust, National Association, in its capacity as collateral agent under the Prepetition Sponsor Note Purchase Agreement.

“Prepetition Sponsor Note Collateral” means the “Collateral” as defined in the Prepetition Sponsor Note Purchase Agreement.

“Prepetition Sponsor Note Investors” means each of the “Investors” as defined in the Prepetition Sponsor Note Purchase Agreement.

“Prepetition Sponsor Note Liens” means each of the liens and security interests granted by Holdings and the Guarantors (as defined in the Prepetition Sponsor Note Purchase Agreement) in the Prepetition Sponsor Note Collateral pursuant to the Prepetition Sponsor Note Security Documents to secure the Prepetition Sponsor Note Secured Obligations.

“Prepetition Sponsor Note Purchase Agreement” means certain Note Purchase Agreement, dated as of June 13, 2023, by and among Holdings, Wilmington Trust, National Association, as collateral agent, and the investors party thereto (as amended by that certain Amendment No. 1 to Note Purchase Agreement, dated as of July 17, 2023, that certain amendment No. 2 to Note Purchase Agreement, dated as of July 24, 2023, that certain Amendment No. 3 to Note Purchase Agreement, dated as of December 21, 2023, that certain Amendment No. 4 to Note Purchase Agreement, dated as of February 14, 2024, that certain Amendment No. 5 to Note Purchase Agreement, dated as of December 19, 2024, and that certain Amendment No. 6 to Note Purchase Agreement, dated as of June 13, 2025, and as further amended, amended and restated, supplemented or modified prior to the Petition Date).

“Prepetition Sponsor Note Secured Obligations” means the “Obligations” as defined in the Prepetition Note Purchase Agreement.

“Prepetition Sponsor Note Secured Parties” means the Prepetition Sponsor Note Agent and each of the Prepetition Sponsor Note Investors.

“Prepetition Sponsor Note Security Documents” means (a) the Collateral Documents (as defined in the Prepetition Sponsor Note Purchase Agreement) and (b) any other security documents, mortgages, and ancillary agreements pursuant to which the Prepetition Sponsor Note Agent has been granted a security interest in and continuing liens on the Prepetition Sponsor Note Collateral.

“Project Proceeds DIP Loan Cap” means \$17.66 million less, to the extent any Project Company does not become a Participating ProjectCo, the Project Proceeds allocable to any such Non-Participating ProjectCo.

“Projects” means Solar Systems and all related customer leases and power purchase agreements, batteries, renewable energy credits, incentives, and similar environmental allowances and credits, and rights, and all investment tax credits or proceeds thereof associated therewith.

“Representative” means, as to any Person, its current and former Affiliates, and its and each such entity’s current and former directors, officers, managers, participants and equityholders (regardless of whether such interests are held directly or indirectly), predecessors, successors and assigns, and direct and indirect parents, subsidiaries and divisions, and its and each of such entity’s current and former officers, members, managers, directors, controlling persons, equityholders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, attorneys, accountants, investment bankers, independent contractors, representatives, managed accounts or funds, management companies, fund advisors, investment

advisors, financial advisors, legal advisors, consultants, and partners (including both general and limited partners).

“Required DIP Lenders” has the meaning given to such term in the DIP Term Sheet.

“Sale Transaction” means, at the election of the Required DIP Lenders, a sale of all or substantially all or a material portion of the Debtors’ assets pursuant to (a) a credit bid of the DIP Obligations, (b) a cash purchase pursuant to which the DIP Obligations are Paid in Full, or (c) such other treatment of the DIP Obligations acceptable to the DIP Agent (acting at the direction of the Required DIP Lenders), which transaction may be consummated pursuant to an order of the Court.

“Settlement” means a settlement between the Debtors, the Participating ProjectCos, Brookfield (as defined in the DIP Term Sheet), G-I, and the Committee.

“Settlement Term Sheet” has the meaning given to such term in the Transaction Approval Orders.

“Solar Systems” means photovoltaic electric generating systems and devices.

“Transaction Approval Orders” means the interim and final orders of the Court approving the Transaction Approval Motion, which orders shall be in form and substance acceptable to the Required DIP Lenders.

“Transaction Approval Motion” means the *Debtors’ Emergency Motion (I) Approving (A) the Backleverage Settlement, (B) the Transition Procedures, and (C) the Channel Partner Settlement Procedures, (II) Authorizing the Debtors to Market the Sale Transaction and Approving the Sale Notice and (III) Granting Related Relief* [Dkt. No. [●]].

“Transition Effective Date” means a date mutually agreed by the Debtors, the Participating ProjectCos, G-I, and Brookfield.

“Trustee” means any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors and/or any examiner or other estate representative or other fiduciary appointed or elected in the Chapter 11 Cases or any Successor Case, and any other person acting or seeking to act on behalf of the Debtors’ Estates in the Chapter 11 Cases or any Successor Case.

“Unencumbered Property” consists of all assets of the DIP Loan Parties that constitute unencumbered assets immediately prior to or on the Petition Date (or that are subject to liens other than Permitted Prior Liens or Prepetition Sponsor Note Liens).

“U.S. Trustee” means Office of the United States Trustee for the Southern District of Texas.

“Weekly Reporting Date” has the meaning given to such term in the Cash Management Motion.

“Wells Fargo Equipment Collateral” means the 2020 Unicarriers PF60DF Forklift S/N 9L24010 and all equipment parts, accessories, substitutions, additions, accessions and replacements thereto and thereof, installed in, affixed to, or used in conjunction therewith prior to the Petition Date and the proceeds thereof, together with all installment payments, insurance proceeds, other proceeds and payments due and to become due arising from or relating thereto.

“Wells Fargo Liens” means the liens granted by Developer to Wells Fargo Bank, N.A. on the Wells Fargo Equipment Collateral.

Annex 2

The Debtors' Stipulations and Releases as to Prepetition Secured Note Secured Parties

Without prejudice to the rights of all parties in interest other than the Debtors, but subject to the limitations contained in paragraph 17 of the Interim Order, and after consultation with their attorneys and financial advisors, the Debtors admit, stipulate, acknowledge and agree that:

Stipulations as to Prepetition Secured Note Secured Parties.

1. Prepetition Secured Note. Prior to the commencement of the Chapter 11 Cases, the Prepetition Secured Note Secured Parties made the Prepetition Secured Note Loans to the Prepetition Secured Note Parties pursuant to the Prepetition Secured Note Documents. Pursuant to the Prepetition Secured Note Documents, each of the Prepetition Secured Note Guarantors unconditionally and irrevocably guaranteed, on a joint and several basis, each as a primary obligor and not merely as a surety, the Prepetition Secured Note Obligations to the Prepetition Secured Note Agent for the benefit of the Prepetition Secured Noteholders.

2. Prepetition Secured Note Obligations. As of the Petition Date, the Prepetition Secured Note Borrower and the other Prepetition Secured Note Parties were justly and lawfully indebted and liable (including pursuant to guarantee obligations) to the Prepetition Secured Note Secured Parties, without defense, counterclaim, or offset of any kind, in an aggregate principal amount of not less than \$7,294,985.18 on account of the Prepetition Secured Note Obligations, plus accrued and unpaid interest, fees, expenses (including advisors' fees and expenses, in each case, that are chargeable or reimbursable under the applicable agreements), disbursements, charges, claims, indemnities and other costs and obligations of whatever nature incurred in connection therewith which are chargeable or otherwise reimbursable under the applicable agreements or applicable law. The Prepetition Secured Note Obligations were automatically accelerated on the Petition Date as a result of the commencement of the Chapter 11 Cases in

accordance with the terms of the Prepetition Secured Note Documents, and all commitments of the Prepetition Secured Note Secured Parties to extend Prepetition Secured Note Loans or make other financial accommodations were terminated on the Petition Date.

3. Validity and Priority of Prepetition Secured Note Obligations. (a) The Prepetition Secured Note Obligations constitute legal, valid, binding, and non-avoidable obligations of the Prepetition Secured Note Parties and such Prepetition Secured Note Obligations are enforceable in accordance with the terms of the Prepetition Secured Note Documents; (b) no offsets, recoupments, demands, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Secured Note Obligations exist, and no portion of the Prepetition Secured Note Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (c) the Debtors and their Estates have no claims, objections, challenges, causes of action, and/or choses in action, including Avoidance Actions under Chapter 5 of the Bankruptcy Code or applicable state law equivalents, or actions for recovery or disgorgement, against any of the Prepetition Secured Note Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, employees or other Representatives arising out of, based upon or related to the Prepetition Secured Note Documents, or the Prepetition Secured Note Obligations; (d) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Secured Note Obligations, and the priority of the applicable Debtors' obligations thereunder, (e) the Debtors, the Prepetition Secured Note Agent, and the other Prepetition Secured Note Secured Parties have negotiated at arm's length and in good faith regarding the terms of the Prepetition Secured Note Documents, (f) the terms of the Prepetition Secured Note Documents are fair and reasonable, reflect the Debtors' exercise of

prudent business judgment consistent with their fiduciary duties, and constitute reasonably equivalent value and fair consideration, (g) the interest, fees, costs, and expenses incurred by the Prepetition Secured Note Parties in connection with the Prepetition Secured Note Obligations are fair, reasonable, and necessary, and (h) the (i) Prepetition Secured Note Documents were negotiated and entered into and (ii) the Prepetition Secured Note Obligations were incurred by the Prepetition Secured Note Parties and secured by the Prepetition Secured Note Liens, in each case, in good faith by each of the Prepetition Secured Note Secured Parties and the Prepetition Secured Note Parties.

4. Validity, Priority and Perfection of Prepetition Secured Note Liens: As more fully set forth in the Prepetition Secured Note Documents, prior to the Petition Date, the Prepetition Secured Note Parties became parties to the Prepetition Secured Note Security Documents pursuant to which the Prepetition Secured Note Obligations were secured by legal, valid, perfected, binding, enforceable, and nonavoidable liens and security interests in the Prepetition Secured Note Collateral in favor of the Prepetition Secured Note Agent. The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition Secured Note Liens on the Prepetition Secured Note Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Secured Noteholders for fair consideration and reasonably equivalent value; (b) the Prepetition Secured Note Liens were senior in priority over any and all other liens on the Prepetition Secured Note Collateral, subject only to certain liens senior by operation of law or otherwise permitted by the Prepetition Secured Note Documents, solely to the extent any such permitted liens were, as of the Petition Date, valid, properly perfected (or are perfected subsequent to the Petition Date as permitted by section 546(b)), non-avoidable, and senior in priority to the Prepetition Secured Note Liens.

5. No Challenges/Claims as to Prepetition Secured Note Secured Parties. No claims or causes of action exist that are held by the Debtors or their Estates against, or with respect to, any Prepetition Secured Note Secured Party or any of their respective Representatives. The Debtors and their Estates have no valid claims (as such term is defined in section 101(5) of the Bankruptcy Code), objections, challenges, causes of action, and/or choses in action against any of the Prepetition Secured Note Secured Parties or any of their respective Representatives (in each case in such respective capacity) with respect to the Prepetition Secured Note Documents, the Prepetition Secured Note Obligations, or the Prepetition Secured Note Liens, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, Avoidance Action, recovery, disallowance, reduction, or other claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable state law equivalents.

Annex 3**Lien/Claim Priority Annex**

Priority	DIP Collateral		
	Prepetition Collateral (Other than Excluded Assets)	Encumbered Property	Unencumbered Property
1st	Carve Out	Carve Out	Carve Out
2nd	DIP Liens	Permitted Prior Liens	DIP Liens
3rd	Adequate Protection Liens	DIP Liens	Adequate Protection Liens
4th	Prepetition Liens	Adequate Protection Liens	

Exhibit A

DIP Term Sheet

DIP TERM SHEET

This summary of terms and conditions (this “**DIP Term Sheet**”) sets forth the material terms of a proposed debtor-in-possession financing facility that the DIP Lenders²² are providing to PosiGen, PBC (“**Holdings**”) and certain of its direct and indirect subsidiaries that are debtors and debtors in possession (collectively, the “**Debtors**”) in connection with the Chapter 11 Cases.

This DIP Term Sheet does not attempt to describe all of the terms, conditions, and requirements that would pertain to the transactions described herein, but rather is intended to be a summary outline of certain basic items, which shall be set forth in final documentation, which documentation shall be acceptable to the Borrower, the Required DIP Lenders (in all respects) and the DIP Agent (solely as to its rights, indemnities, duties and obligations thereunder).

Borrower	Holdings (the “ Borrower ”).
DIP Facility	A non-amortizing, senior secured, priming, multi-draw, delayed draw debtor-in-possession credit facility (the “DIP Facility,” the extensions of credit made thereunder (including the Project Proceeds DIP Loans, the Roll-Up DIP Loans and the New Money DIP Loans, in each case, as defined below, the “DIP Loans,”) and the commitments to fund such DIP Loans, the “DIP Commitments”) with an aggregate funded principal amount of up to \$41,000,000, consisting of: (1) upon entry of the Interim DIP Order, the Participating ProjectCos’ Project Proceeds (inclusive of any Project Proceeds spent postpetition by the Debtors prior to entry of the Interim DIP Order) held or received by the Debtors at any time from the Petition Date to the earlier of (a) the Transition Effective Date and (b) the occurrence of any Event of Default hereunder or pursuant to the DIP Loan Documents and the acceleration of the DIP Facility by the DIP Lenders (the “Project Proceeds DIP Loans”) up to the Project Proceeds DIP Loan Cap (as defined in the Restructuring Term Sheet); (2) upon entry of the Interim DIP Order, \$8,000,000 of Prepetition Secured Note Obligations evidenced by the Prepetition Secured Note shall be rolled up dollar for dollar into the DIP Facility on a cashless basis (such loans, the “Roll-Up DIP Loans”); and (3) following entry of the Final Transaction Approval Orders and contemporaneously with the consummation of the Transition and the Sale Transaction (each as defined in the Restructuring Term Sheet), \$14,480,000 of new money loans (the “New Money DIP Loans”). The Borrower may not re-borrow amounts under the DIP Facility that are repaid.
DIP Agent	BID Administrator LLC

²² Capitalized terms used but not defined herein, in the Interim DIP Order or the Restructuring Term Sheet shall have the meaning given to such terms in Annex A.

DIP Lenders	(a) Certain lenders under the Brookfield Facility Credit Agreement and the Prepetition Secured Note (collectively, “ Brookfield ”), (b) the Participating ProjectCos, and (c) G-I, as applicable (collectively, and together with any other party that joins the DIP Facility as a lender, the “ DIP Lenders ” and, collectively with the DIP Agent, the “ DIP Secured Parties ”). All obligations of the DIP Lenders under the DIP Facility shall be several and not joint.
Guarantors	The DIP Obligations of the Borrower under the DIP Facility shall be unconditionally guaranteed, on a joint and several basis, by each other Debtor (each, a “ Guarantor ” and, collectively, the “ Guarantors ,” and the Guarantors, together with the Borrower, the “ DIP Loan Parties ”).
DIP Documentation	Prior to the entry of the Interim DIP Order, the Debtors and the DIP Secured Parties agree to negotiate in good faith a debtor-in-possession facility agreement (the “ DIP Credit Agreement ”) and other definitive documentation (together with the DIP Credit Agreement, the DIP Orders and this DIP Term Sheet, the “ DIP Documents ”), the forms of which shall be acceptable to the Required DIP Lenders and the Borrower and, solely as to its rights, indemnities, duties and obligations thereunder, the DIP Agent (collectively with the DIP Credit Agreement and the related security and ancillary documents, the “ DIP Loan Documents ”, and all obligations arising thereunder, the “ DIP Obligations ”). The DIP Documents shall be consistent with the Prepetition Secured Note Documents, with such modifications as are usual and customary for debtor-in-possession financings of this kind (the “ Documentation Principles ”).
DIP Collateral and DIP Liens/Priority	As set forth in the Interim DIP Order.
Conditions Precedent	The conditions precedent to the making of the Project Proceeds DIP Loan shall be limited to (a) the entry of an Interim DIP Order in form and substance acceptable to the Required DIP Lenders, (b) execution of the DIP Credit Agreement and (c) delivery by the Debtors to the DIP Lenders of an Approved Budget. The making of the New Money DIP Loans shall be subject to customary conditions precedent to be negotiated in connection with the DIP Loan Documents, and which shall include, among others: (a) that no default or Event of Default has occurred and is continuing, (b) entry of the Final Transaction Approval Orders, in each case, in form and substance acceptable to the Required DIP Lenders, and (c) consummation of the Transition and Sale Transaction (each as defined in the Restructuring Term Sheet). No DIP Lender shall be obligated to fund its pro rata share of the DIP Commitments in respect to New Money DIP Loans to the extent another DIP Lender fails to fund its pro rata share of the DIP Commitments in respect of New Money DIP Loans.

Interest Rate	Interest on the DIP Loans shall accrue on a daily basis at a rate of 15% per annum, compounded monthly and payable in kind. For the avoidance of doubt, interest on the Project Proceeds DIP Loan shall start accruing from the Petition Date. At any time when an Event of Default under the DIP Orders or under the DIP Loan Documents has occurred, and for such time as such Event of Default is continuing, all outstanding amounts under the DIP Facility, including any overdue amounts, shall bear interest, to the fullest extent permitted by law, at the otherwise applicable interest rate plus 2.00% per annum.
DIP Fees	• A funding payment (the “Funding Payment”) equal to 7.50% of the total DIP Commitments, payable in kind to the DIP Lenders on a <i>pro rata</i> basis in respect of their DIP Commitments upon entry of the Interim DIP Order. • An exit payment (the “Exit Payment”) payable in cash upon the Maturity Date or any other repayment or prepayment of the DIP Loans (including following an acceleration of the DIP Facility) equal to 7.50% of the DIP Loans so repaid or prepaid, which Exit Payment shall be paid to the DIP Lenders on a <i>pro rata</i> basis in respect of their DIP Loans; provided that upon satisfaction of the DIP Loans in respect of a credit bid by the DIP Agent, the Exit Payment shall be included in the DIP Credit Bid (as defined in the Restructuring Term Sheet). • A one-time \$100,000 agency fee for the DIP Agent, payable in cash advance, for the administration of the DIP Facility during the term of the DIP Loans.
Applicable Prepayment Premium	Each repayment or prepayment of the DIP Loans or such DIP Loans otherwise becoming due and payable, upon the occurrence of a MOIC Event, shall be subject to an additional payment in an amount equal to the MOIC Amount (the “Applicable Prepayment Premium”). For purposes of calculating the Applicable Prepayment Premium: • “MOIC” shall mean the ratio of (a) the sum of all fees (including original issue discount, commitment fees, the Funding Payment and the Exit Payment), interest, principal, in respect of the principal amount repaid, and other payments received by the DIP Lenders in respect of undrawn DIP Commitments, DIP Obligations that are retired, accelerated, or matured, or the DIP Commitments that are reduced or terminated (excluding, for the avoidance of doubt, any reimbursement of out of pocket costs or expenses, administrative agent fees, fees paid to the DIP Lender Advisors and any indemnification payments made to the DIP Lenders), as the numerator and (b) the sum of the total undrawn DIP Commitments, DIP Obligations that are retired, accelerated, or matured, or the DIP Commitments that are reduced or terminated as the denominator. • “MOIC Amount” shall mean an amount that is paid to the DIP Lenders sufficient to cause such DIP Lenders to achieve a MOIC of

	1.30 on the undrawn DIP Commitments, DIP Obligations that are retired, accelerated, or matured, or the DIP Commitments that are reduced or terminated. • “MOIC Event” means the occurrence of any of the following: (a) the payment in full or in part (or other retirement, including pursuant to a credit bid) of the DIP Loans, (b) any reduction of the DIP Commitments other than as a result of the disbursement of such New Money DIP Loans, (c) any acceleration of the DIP Obligations (including, for the avoidance of doubt, upon the commencement of any insolvency proceeding) or (d) the Maturity Date.
Maturity	The DIP Facility will mature on the earliest of (such earliest date, the “Maturity Date”): (i) the date that is two (2) months after entry of the Interim DIP Order (the “Scheduled Maturity Date”); (j) the effective date of a chapter 11 plan in the Chapter 11 Cases (the “Effective Date”); (k) the consummation of a sale of all or substantially all of the assets of the Debtors pursuant to section 363 of the Bankruptcy Code or otherwise (a “Sale”); (l) the date of termination of the DIP Commitments and the acceleration of any outstanding DIP Loans under DIP Loan Documents; (m) dismissal of any of the Chapter 11 Cases or conversion of any of the Chapter 11 Cases into cases under chapter 7 of the Bankruptcy Code; (n) January 16, 2026 or such later date as agreed by the Required DIP Lenders, in each case unless the Final DIP Order has been entered by the Court on or prior to such date; (o) the date on which the Debtors, without the prior written consent of the Required DIP Lenders, file or express written support for bidding procedures, sale processes, or transactions that are not acceptable to the Required DIP Lenders or any plan of liquidation or reorganization (or related disclosure statement) that is not an Acceptable Plan or an Acceptable Sale; and (p) other customary circumstances to be mutually agreed.
DIP Superpriority Claims	The DIP Facility shall benefit from superpriority administrative expense claims against each Debtor (the “DIP Superpriority Claims”) that are senior to all other administrative expenses or other claims against the Debtors, senior to the 507(b) Claims and junior only to the Carve Out.
Use of Proceeds	The proceeds of the DIP Facility shall be available (a) subject to and upon entry of the Interim DIP Order, to refinance the Prepetition Secured Note Obligations, (b) for the Debtors’ working capital needs, including to fund operating expenses and the costs of the administration of the Chapter 11

	Cases in each case in a manner consistent with and pursuant to the Approved Budget, (c) to pay professional fees and expenses in a manner consistent with and pursuant to the Approved Budget, (d) to fund a trust for the benefit of unsecured creditors in these Chapter 11 Cases, and (e) to pay obligations arising from or related to the Carve Out. For the avoidance of doubt, the proceeds of the DIP Facility and/or Cash Collateral shall not be used to provide transition services to the Non-Participating ProjectCos. No proceeds of the DIP Facility, the Carve Out, or any cash collateral may be used by the DIP Loan Parties or any other party in interest, or their representatives, to (a) investigate, analyze, commence, prosecute, threaten, litigate, object to, contest, or challenge in any manner or raise any defenses to the debt or collateral position of the DIP Agent, the DIP Lenders, or the Brookfield Facility Secured Parties, whether by (i) challenging the validity, extent, amount, perfection, priority or enforceability of the obligations under the DIP Facility, the Brookfield Facility or the Prepetition Secured Note, (ii) challenging the validity, extent, perfection, priority, or enforceability of any mortgage, security interest, or lien with respect thereto, or any other rights or interests or replacement liens with respect thereto, (iii) seeking to subordinate or recharacterize the obligations under the DIP Facility, the Brookfield Facility or the Prepetition Secured Note or to disallow or avoid any claim, mortgage, security interest, lien, or replacement lien or payment thereunder, or (iv) asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against the DIP Agent, the DIP Lenders, the Brookfield Facility Secured Parties, the Brookfield Facility Borrower Group or the Prepetition Secured Note Secured Parties or any of their respective Affiliates, officers, directors, agents, employees or representatives, (b) prevent, hinder or otherwise delay the DIP Agent's, the DIP Lenders', the Brookfield Facility Secured Parties' or the Prepetition Secured Note Secured Parties' assertion, enforcement, or realization on the DIP Collateral, the Brookfield Facility Collateral or the Prepetition Secured Note Collateral in accordance with the DIP Loan Documents, Brookfield Facility Documents or the Prepetition Secured Note Documents, as applicable, (c) seek to modify the rights granted to the DIP Agent, the DIP Lenders, the Brookfield Facility Secured Parties or the Prepetition Secured Note Secured Parties under the DIP Loan Documents, the Brookfield Facility Documents or the Prepetition Secured Note Documents, in each case without such parties' prior written consent, which may be given or withheld by such party in the exercise of its respective sole discretion, or (d) pay any amount on account of any claims arising prior to the Petition Date unless such payments are (i) approved by an order of the Bankruptcy Court (which order may be the Interim DIP Order or the Final DIP Order) and (ii) permitted by the DIP Loan Documents.
DIP Milestones	Upon entry of the Interim DIP Order and as further documented in the DIP Loan Documents, the Debtors shall comply with the "Milestones" under and defined in the Restructuring Term Sheet.
Voluntary Prepayments	The DIP Loan Parties may, upon at least one (1) Business Day's notice, voluntarily repay the DIP Loans, subject to the Exit Payment and the Applicable Prepayment Premium.

Mandatory Prepayments	The DIP Loan Parties shall, within three (3) days after receipt thereof, repay the DIP Obligations with 100% of the net proceeds of: (a) issuances of any indebtedness not permitted by the DIP Orders or the DIP Loan Documents, (b) sales or other dispositions (including casualty events) of any assets (<u>provided</u> that the Borrower may prepay debt secured by Permitted Prior Liens on the assets sold with proceeds of such sales or dispositions), other than sales in the ordinary course of business) (without reinvestment rights) and a sale or other disposition of the Sale Assets to the DIP Lenders pursuant to the DIP Credit Bid, (c) extraordinary receipts by the Borrower or any other DIP Loan Party or any subsidiary thereof, and (d) unpermitted affiliate transactions (in an amount equal to the greater of such proceeds received by a DIP Loan Party or any subsidiary thereof and the amount of any obligations incurred by a DIP Loan Party or any subsidiary thereof in such transaction); <u>provided</u> that all such mandatory prepayments shall be accompanied by the Exit Payment, the Applicable Prepayment Premium and accrued interest. For the avoidance of doubt, the DIP Loan Documents shall not include an excess cash flow sweep.
Affirmative Covenants	Upon entry of the Interim DIP Order and, upon the Debtors' entry into the DIP Loan Documents, as further documented therein, each DIP Loan Party shall covenant and agree that, until termination of the DIP Commitments and the indefeasible payment in full in cash of the DIP Obligations (other than continuing DIP Obligations with respect to indemnification), it shall be subject to affirmative covenants consistent with the Documentation Principles, including each of the following: (k) compliance with the DIP Milestones, (l) compliance with the Approved Budget and Variance Covenant, (m) comply with the Reporting Requirements set forth herein, (n) the advance delivery of all material pleadings, motions, and other material documents filed with the Bankruptcy Court on behalf of the Debtors in the Chapter 11 Cases to the DIP Agent and the DIP Lender Advisors, and the incorporation of any reasonable comments by the DIP Agent or the DIP Lender Advisors to such pleadings, (o) consent over any new executive compensation, incentive, or retention plans and executive bonuses, incentive payments, and retention payments, (p) an obligation for the DIP Loan Parties to provide all reasonably requested information to assess and complete required filings with the Federal Energy Regulatory Commission under section 203 of the Federal Power Act, (q) attend update meetings and/or calls with the DIP Lenders and the DIP Lender Advisors no less frequently than weekly if requested, (r) make one or more members of the Debtors' senior management team available for discussions with the DIP Lenders on reasonable notice,

	(s) a requirement that all material settlements of litigation claims, governmental claims, trade claims, general unsecured claims, and judgments be in form and substance acceptable to the Required DIP Lenders, and (t) other customary affirmative covenants to be included in the DIP Loan Documents.
Negative Covenants	Upon entry of the Interim DIP Order and, upon the Debtors' entry into the DIP Loan Documents, as further documented therein, each DIP Loan Party shall covenant and agree that, until termination of the DIP Commitments and the indefeasible payment in full in cash of the DIP Obligations (other than continuing DIP Obligations with respect to indemnification), it shall be subject to negative covenants consistent with the Documentation Principles, including each of the following: Each DIP Loan Party will not, and shall cause its subsidiaries not to, directly or indirectly, do any of the following without the prior written consent of the Required DIP Lenders: (l) Indebtedness: Create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any new Indebtedness. (m) Liens: Create, incur, assume, or suffer to exist, directly or indirectly, any new Lien that is equal to or superior to the priority of any liens granted pursuant to the Interim DIP Order to or in favor of the DIP Lenders on or with respect to any property, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom. (n) Certain Transactions: Propose or support any chapter 11 plan, or any sale of all or a material portion of such DIP Loan Party's assets, which proposal, plan, or sale is not an Acceptable Plan or an Acceptable Sale, as applicable. (o) Assets: Convey, sell, lease, license, assign, transfer, or otherwise dispose of (or enter into an agreement to convey, sell, lease, license, assign, transfer, or otherwise dispose of) any asset or property (other than an Acceptable Sale). (p) Material Settlement: Enter into any material settlements of litigation claims, claims held by Governmental Authorities, trade claims, or judgments unless such settlement is in form and substance acceptable to the Required DIP Lenders. (q) Investment: Make any acquisition, advance, loan or any other new investment of any kind or nature. (r) Transactions with Affiliates: Enter into or permit to exist any transaction or arrangement with any Affiliate or make any payment or distribution to any Affiliate or insider (as such term is defined in the Bankruptcy Code). (s) Restricted Payments: Declare or make any dividend, distribution, redemption, repurchase or other payment in respect of equity

	interests, make any payment of principal, interest or other amount in respect of prepetition indebtedness (other than the DIP Loans or as expressly specified in the Approved Budget). (t) Amendment: File, amend, modify, execute, or enter into, or file a pleading seeking authority to execute, enter into, amend, or modify, any material pleading, transaction document or Definitive Documents (as defined in the Restructuring Term Sheet) that is not in form and substance acceptable to the Required DIP Lenders. (u) Non-Participating ProjectCos. Enter into any settlement, compromise, or other resolution with any Non-Participating ProjectCo or any Non-Participating ProjectCo's Class A member (other than the Settlement (as defined in the Restructuring Term Sheet) without the prior written consent of the Required DIP Lenders. (v) Additional Bankruptcy Matters: - o assert, join, support or prosecute any claim or cause of action against any of the DIP Lenders or the DIP Agent, unless such claim or cause of action is in connection with the enforcement of the Loan Documents against any of the DIP Agent or DIP Lenders; - o object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the DIP Agent or the DIP Lenders with respect to the DIP Collateral following the occurrence of an Event of Default; <u>provided</u>, that any DIP Loan Party may contest or dispute whether an Event of Default has occurred in accordance with the terms of the DIP Orders; - o execute, deliver, enter into or become bound by or subject to any agreement with a term longer than one (1) calendar quarter (including by automatic or voluntary election to extend the term by one or more successive terms or periods); - o file, amend, modify, execute, or enter into, or file a pleading seeking authority to execute, enter into, amend, or modify, any material pleading or transaction document that is not in form and substance acceptable to the Required DIP Lenders.
Reporting Requirements	Upon entry of the Interim DIP Order and, upon the Debtors' entry into the DIP Loan Documents, as further documented therein, each DIP Loan Party shall be subject to financial reporting requirements consistent with the Documentation Principles, including each of the following: (a) updates of the Approved Budget in accordance with the Budget covenant, (b) monthly delivery of operating statements and balance sheets for the Debtors within 22 days following the end of each month, (c) unaudited, unreviewed financial statements, business funding requirements and other business updates on Holdings and the other Debtors, (d) reporting

	requirements to be agreed with respect to monitoring professional fee expenditures, (e) weekly schedules of all payments made pursuant to the “first day orders” or the “second day orders,” (f) weekly reporting on the use of proceeds of the DIP Facility for the prior week and on an aggregate basis, with comparative reporting to the intended use of funds set forth in the officer’s certificate relating to such draw (g) information regarding data and systems reporting for the corporate level entities and cash flow reporting for Holdings and its subsidiaries, in each case in form and substance acceptable to the Required DIP Lenders, (h) information on any marketing and sale process, and (i) other customary reporting as reasonably requested by the DIP Lenders or the DIP Agent.
Approved DIP Budget	As set forth in the Interim DIP Order and, upon the Debtors’ entry into the DIP Loan Documents, as further documented therein.
Representations and Warranties	The DIP Loan Documents shall include customary representations and warranties for a DIP financing facility that are consistent with the Documentation Principles, including representations and warranties with respect to the DIP Orders, the superpriority administrative expense claims of the DIP Agent and the DIP Lenders, related bankruptcy matters and accuracy of schedules of exiting funded debt and liens and owned WIP systems.
Events of Default	Upon entry of the Interim DIP Order and as further documented in the DIP Loan Documents, the following conditions or events shall constitute “Events of Default” hereunder and under the DIP Orders: (y) The failure to make any payments of principal, interest, fees, premiums or other amounts when such amounts are payable under the DIP Facility; (z) The failure to comply with the Negative Covenants and Affirmative Covenants set forth herein; (aa) The failure of any Debtor to comply with the DIP Orders; (bb) The failure of the Debtors to comply with the Variance Covenant; (cc) The failure to meet any DIP Milestone; (dd)(i) Entry of any order (A) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or (B) dismissing any of the Chapter 11 Cases (or any subsequent chapter 7 case), or (ii) the filing of any Debtor of a motion or other pleading seeking the entry of such an order; (ee) Any Debtor’s exclusive right to file and/or solicit acceptances of a chapter 11 plan under section 1121 of the Bankruptcy Code is terminated for any reason; (ff) Any DIP Order is revoked, remanded, vacated, reversed, stayed, rescinded, or modified (other than modifications consented to by the Required DIP Lenders);

	(gg)(i) The appointment of a trustee, responsible officer, examiner, or disinterested person with expanded powers relating to the operations or the business of any of the Debtors in the Chapter 11 Cases (having powers beyond those set forth in the Bankruptcy Code sections 1106(a)(3) and (4)) (other than a fee examiner under section 1104(c) of the Bankruptcy Code) or (ii) the filing of any Debtor of a motion or other pleading seeking the entry of such appointment; (hh) Any administrative expense claim (other than the Carve Out) is allowed having priority over or ranking in parity with the rights of the DIP Agent or the DIP Lenders; (ii) Any sale of any assets of any Debtor (other than Excluded Assets), other than a sale to any of the DIP Lenders or otherwise on terms and conditions acceptable to the Required DIP Lenders or an Acceptable Sale the proceeds of which are used to repay in full in cash the DIP Obligations and Prepetition Secured Note Obligations; (jj) The payment of or granting adequate protection with respect to any of the existing secured debt of the Debtors, other than to the extent permitted under the DIP Orders and the Approved Budget; (kk) The DIP Liens or DIP Superpriority Claims shall at any time cease to be valid, perfected, and enforceable in all respects with the priority described herein or any DIP Loan Documents shall be (or asserted in writing by any Debtor to be) invalid; (ll) The Debtors propose, file, or support, or the Bankruptcy Court enters an order in the Bankruptcy Cases confirming, a chapter 11 plan that is not an Acceptable Plan, or the entry of an order approving a disclosure statement in support of a plan that is not an Acceptable Plan; (mm) Any of the Debtors seek postpetition loans or other financial accommodations pursuant to 364(c) or (d) of the Bankruptcy Code (other than the DIP Facility or other loans permitted by the DIP Loan Documents) and such loans or financial accommodations do not pay the DIP Loans in full in cash (together with all accrued interest and the Exit Payment); (nn) Any of the Debtors (i) asserts that the DIP Liens, the DIP Superpriority Claims or the guarantees by the Guarantors of the DIP Obligations are invalid, or any such liens, claims or guarantees shall be invalidated (or if any assets or property purported to be included in the DIP Collateral or represented by the Debtors to be part of the DIP Collateral is later determined not to form part of the DIP Collateral), or (ii) files or otherwise supports any challenge or proceeding against any of the DIP Secured Parties, including with respect to any claim subject to the Debtors' Stipulations and Releases as defined in the Interim DIP Order. (oo) The granting of relief from the automatic stay by the Bankruptcy Court to any other creditor or party in interest in the Chapter 11 Cases that would permit actions that would have a material adverse
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	effect on the Debtors or their estates or with respect to any portion of the DIP Collateral exceeding \$100,000 in value in the aggregate; (pp) The allowance of any claim or claims under section 506(c) of the Bankruptcy Code or otherwise to surcharge any DIP Collateral; (qq) Any of the DIP Secured Parties with respect to the DIP Collateral are subject to the equitable doctrine of marshaling; (rr) A governmental unit (as defined in section 101(27) of the Bankruptcy Code) commences a litigation or proceeding asserting that a material liability of the Debtors is not dischargeable under section 1141 of the Bankruptcy Code; (ss) Any of the Interim Transaction Approval Orders or Final Transaction Approval Orders is amended or modified (or the Debtors seek to make any such amendment or modification or taking any other act in furtherance of the foregoing) without the consent of the Required DIP Lenders; (tt) Any of the Debtors or their estates shall assert (or support any third party in asserting) any claim or cause of action against any of G-I, the Brookfield Facility Borrower or any of their Affiliates and/or any of assets of G-I, Brookfield Facility Borrower or any of their Affiliates; (uu) Any third party (i) enters into an asset purchase agreement with Holdings or any of its subsidiaries that includes any portion of the Debtors' assets or (ii) is granted a break-up fee or other bid protections and/or the reimbursement of expenses in connection with a bid for a sale of any portion of the Debtors' assets; and (vv) Other customary events of default to be mutually agreed, which may be subject to customary grace periods and materiality.
Tax Matters	The parties agree to (i) treat the DIP Loans as debt for U.S. federal income tax purposes and to file all tax returns consistently therewith and (ii) cooperate in good faith to structure the Chapter 11 Cases and any restructuring that may be required pursuant to or in connection with the Chapter 11 Cases in a tax efficient manner for the DIP Lenders.
Expenses	Solely to the extent set forth in the Approved Budget, the Debtors shall pay all fees, costs, disbursements and expenses of: (1) the DIP Agent and Brookfield (including, without limitation, the reasonable and documented fees, costs and expenses of (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, A&O Shearman LLP, and Porter Hedges LLP as co-counsel to the Brookfield DIP Lenders, Milbank LLP and Haynes and Boone LLP, as co-counsel to G-I and any other local or special counsel, Alvarez & Marsal, LLC, as financial advisor, or other professionals retained by the Brookfield DIP Lenders (the "DIP Lender Advisors") and (b) one primary counsel and one local counsel (in each applicable jurisdiction) for the DIP Agent), and (2) PosiGen Backleverage LLC (including, without limitation, the reasonable and documented fees, costs and expenses of Weil, Gotshal &

	Manges LLP, as counsel, and any other local or special counsel or other professionals retained by PosiGen Backleverage LLC.
Indemnification	Upon entry of the Interim DIP Order and as further documented in the DIP Loan Documents, the Borrower and each Guarantor shall jointly and severally indemnify and hold harmless the DIP Agent and each DIP Lender on the same terms as the Prepetition Secured Bridge Note.
Transferability	Each DIP Lender may assign all or a portion of its rights and obligations under the DIP Facility without the prior written consent of the Borrower (but subject to the consent of the DIP Agent).
DIP Credit Bid/Sale Transaction	As set forth in the Restructuring Term Sheet.
Participation	Each DIP Lender shall be permitted in their sole discretion to sell participation interests under the DIP Credit Agreement. For the avoidance of doubt, the Debtors shall have no consent right over the sale of participation interests.
Governing Law; WAIVER OF JURY TRIAL	New York; <u>provided</u> that the Debtors shall submit to the jurisdiction and venue of the Bankruptcy Court if the Bankruptcy Court exercises jurisdiction. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY AND FOR ANY COUNTERCLAIM THEREIN
Severability	Any provision of this DIP Term Sheet that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction
Integration	This DIP Term Sheet and the other DIP Documents represent the entire agreement of the Debtors, the DIP Agent and the DIP Lenders with respect to the subject matter hereof and thereof.
Counterparts and Electronic Transmission	This DIP Term Sheet may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Term Sheet by facsimile, "PDF" or other electronic transmission shall be effective as delivery of a manually executed counterpart of this DIP Term Sheet.
DIP Order Governs	To the extent of any conflict or inconsistency between this DIP Term Sheet and the Interim DIP Order, the Interim DIP Order shall govern.

Counsel to the Brookfield DIP Lenders	Paul, Weiss, Rifkind, Wharton & Garrison LLP, A&O Shearman LLP and Porter Hedges LLP
Counsel to G-I	Milbank LLP and Haynes and Boone LLP

Annex A – Defined Terms

“Acceptable Plan” means a plan of reorganization or liquidation, in form and substance satisfactory to the Required DIP Lenders, for any or all of the Chapter 11 Cases that is either (a) approved by the Required DIP Lenders before same is filed with the Bankruptcy Court, or (b) provides for (i) the indefeasible payment in full in cash, through sources acceptable to the Required DIP Lenders in its discretion, of the DIP Obligations and the Prepetition Secured Note Obligations, in exchange for full discharge thereof, on or prior to the effective date of such plan as a condition to the effectiveness thereof, and (ii) releases and indemnification for the DIP Lenders to the maximum extent permitted by applicable law.

“Acceptable Sale” means a Sale of all or a material portion of Debtors’ assets pursuant to Section 363 of the Bankruptcy Code, where either (a) the Sale, by itself or with one or more related transactions, (i) provides for the indefeasible payment in full in cash of the DIP Obligations and the Prepetition Secured Note Obligations; (ii) the purchaser has demonstrated that it has (A) cash or cash equivalents in the amount of the purchase price set forth in any purchase agreement or other applicable transaction document(s), (B) a signed commitment, acceptable to the Required DIP Lenders in their discretion, to lend from a recognized lender in the amount of such purchase price, or (C) a combination thereof, necessary to consummate any purchase agreement or other applicable transaction document(s); and (iii) the closing of the Sale shall occur on or prior to the Maturity Date; or (b) the Required DIP Lenders provide their prior written consent to such Sale before same is approved by the Bankruptcy Court.

“Affiliate” has the meaning set forth in the Restructuring Term Sheet.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas.

“Brookfield Facility Agent” means Bid Administrator LLC in its capacity as administrative agent and collateral agent, together with its successors and assigns, under the Brookfield Facility Credit Agreement.

“Brookfield Facility Collateral” means the “Collateral” as defined in the Brookfield Facility Credit Agreement.

“Brookfield Facility Credit Agreement” means that certain Credit Agreement, dated April 21, 2023 (as amended, amended and restated, supplemented or amended from time to time), by and among PosiGen Backleverage, LLC, as borrower (the “Brookfield Facility Borrower” and together with its direct and indirect subsidiaries, the “Brookfield Facility Borrower Group”), the Brookfield

Facility Agent and the lenders party thereto (and the facility provided thereunder, the “*Brookfield Facility*”).

“*Brookfield Facility Documents*” means the “Loan Documents” as defined in the Brookfield Facility Credit Agreement.

“*Brookfield Facility Secured Obligations*” means the “Obligations” as defined in the Brookfield Facility Credit Agreement.

“*Brookfield Facility Secured Parties*” means the “Lender Parties” as defined in the Brookfield Facility Credit Agreement.

“*Brookfield Facility Security Documents*” means (a) the Collateral Documents (as defined in the Brookfield Facility Credit Agreement) and (b) any other security documents, mortgages, and ancillary agreements pursuant to which the Brookfield Facility Agent has been granted a security interest in and continuing liens on the Brookfield Facility Collateral.

“*Chapter 11 Cases*” means the chapter 11 cases jointly administered under the caption *In re PosiGen, PBC, et al.*, Case No. 25-90787 (CML) (Bankr. S.D. Tex.).

“*G-I*” means G-I Energy Investments, LLC.

“*GAF*” means GAF Energy, LLC.

“*Non-Participating ProjectCo*” means any Project Company that is not a Participating ProjectCo.

“*Participating ProjectCo*” means any Project Company that elects to participate in the Settlement.

“*Petition Date*” means the date on which the Debtors filed chapter 11 petitions with the Bankruptcy Court.

“*Prepetition Secured Note*” means that certain Secured Promissory Note, dated as of October 28, 2025, and made by PosiGen, PBC and the guarantors party thereto, in favor of Prepetition Secured Note Holders and acknowledged and agreed to by the Prepetition Secured Note Agent.

“*Prepetition Secured Note Agent*” mean BID Administrator LLC, as administrative agent and collateral agent for the Prepetition Secured Note Holders.

“Prepetition Secured Note Collateral” means the “Collateral” has defined in the Prepetition Secured Note.

“Prepetition Secured Note Documents” means (a) the Prepetition Secured Promissory Note, (b) the Prepetition Note Security Documents and (c) each of the other “Loan Document” (as defined in the Prepetition Secured Promissory Note).

“Prepetition Secured Note Holders” means the “Lenders” under the Prepetition Secured Note.

“Prepetition Secured Note Liens” means each of the liens and security interests granted by the Grantors (as defined in the Prepetition Promissory Note) in the Prepetition Secured Note Collateral pursuant to the Prepetition Secured Note Security Documents to secure the Prepetition Secured Note Obligations.

“Prepetition Secured Note Obligations” means the “Obligation” has defined in the Prepetition Secured Note.

“Prepetition Secured Note Secured Parties” means the Prepetition Secured Note Holders and the Prepetition Secured Note Agent.

“Prepetition Secured Note Security Documents” means (a) the Prepetition Secured Note and (b) any other security documents, mortgages, and ancillary agreements pursuant to which the Prepetition Secured Note Agent has been granted a security interest in and continuing liens on the Prepetition Secured Note Collateral.

“Proceeds” means all cash, revenues, receipts, proceeds, payments, receivables, or other amounts arising from such Participating ProjectCo’s Projects.

“Project Companies” means, collectively, Rooftop Solar I, LLC, Rooftop Solar II, LLC, Rooftop Solar III, LLC, Rooftop Solar IV, LLC, Rooftop Solar V, LLC, PosiGen Marengo Project Company, LLC, PosiGen Bienville Project Company, LLC, PosiGen Decatur Project Company, LLC, PosiGen Decatur 2 Project Company, LLC, and PosiGen Owner, LLC.

“Projects” means each Participating ProjectCo’s ownership of its photovoltaic electric generating systems and devices and all related customer leases and power purchase agreements, batteries, renewable energy credits, incentives, and similar environmental allowances and credits, and rights, and all investment tax credits or proceeds thereof associated therewith.

“Required DIP Lenders” means, upon entry of the Interim DIP Order, the DIP Lenders holding a majority in principal amount of the sum of (a) DIP Commitments to fund New Money DIP Loans and (b) New Money DIP Loans.

“Restructuring Term Sheet” means the restructuring term sheet attached to the Interim Settlement Order as Exhibit C.

“Transaction Approval Motion” means the Debtors’ Emergency Motion for Interim and Final Orders (I) Approving (A) the Backleverage Settlement, (B) The Transition Procedures, and (C) the Channel Partner Settlement Procedures, (II) Authorizing the Debtors to Market the Sale Transaction and Approving the Sale Notice, (III) Authorizing the Debtors to Obtain Senior Secured Priming

Superpriority Postpetition Financing, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief filed with the Bankruptcy Court on December 24, 2025.

“**U.S. Trustee**” means the United States Trustee for the Southern District of Texas.