

ENTERED

November 24, 2025

Nathan Ochsner, Clerk

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

In re:	§	Chapter 11
	§	
TPI COMPOSITES, INC., <i>et al.</i> ,	§	Case No. 25-34655 (CML)
	§	
Debtors. ¹	§	(Jointly Administered)
	§	Re: Docket No. 436
	§	

**ORDER (I) AUTHORIZING
DEBTORS TO ENTER INTO GERNA LIQUIDITY
AGREEMENT AND LONG LEAD MATERIALS AGREEMENT,
(II) GRANTING LIENS AND PROVIDING CLAIMS WITH
ADMINISTRATIVE EXPENSE STATUS, (III) ORDERING
TRANSFERS FREE AND CLEAR, AND (IV) GRANTING RELATED RELIEF**

Upon the motion, dated November 18, 2025 (the “**Motion**”)² of TPI Composites, Inc. and certain of its subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for entry of an order pursuant to sections 105(a), 363, 364, and 503(b) of the Bankruptcy Code authorizing (a) Debtors TPI MX I and TPI MX III to enter into the GERNA Liquidity Agreement, and (b) Debtors TPI MX I, TPI MX III, and TPI Iowa to enter into the Long Lead Materials Agreement, (ii) granting GERNA an allowed administrative expense claim against Debtors TPI MX I and TPI MX III on account of Bonus Payments made under the GERNA Liquidity Agreement (*less* any funds returned to GERNA from

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

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

the GERNA Account) and security interests in the GERNA Accounts, (iii) ordering that any transfer of Long Lead Materials or Long Lead Materials Purchase Orders to GERNA in accordance with the Long Lead Materials Agreement will be free and clear of all liens, claims, and interests, and (iv) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and upon any hearing held on the Motion; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and their respective estates and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Debtors are authorized, pursuant to sections 105(a), 363, 364, and 503(b) of the Bankruptcy Code, to enter into the GERNA Liquidity Agreement, annexed as **Exhibit 1** hereto, effective as of November 1, 2025, and perform all obligations thereunder.

2. The Debtors are authorized, pursuant to sections 105(a) and 363 of the Bankruptcy Code, to enter into the Long Lead Materials Agreement, annexed as **Exhibit 2** hereto, effective as of November 17, 2025, and perform all obligations thereunder.

3. Pursuant to section 363(f) of the Bankruptcy Code, any sale of the Long Lead Materials or Long Lead Materials Purchase Orders by a Debtor to GERNA pursuant to the Long Lead Materials Agreement will be free and clear of all liens, claims, and encumbrances without any further order of this Court.

4. Following a Trigger Date, if a Long Lead Materials Agreement Party has not yet paid a vendor for the Long Lead Materials Purchased by GERNA and GERNA elects to pay the GERNA Purchase Price to the Long Lead Materials Agreement Party for payment to the applicable vendor, notwithstanding anything in the Super-Priority Senior Secured Debtor-in-Possession Loan Agreement, dated August 14, 2025 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**DIP Credit Agreement**”), by and among TPI Composites, Inc., the subsidiary guarantors party thereto, the lenders from time to time party and Oaktree Fund Administration, LLC, or related loan documents to the contrary, including Section 3.03(c) of the DIP Credit Agreement, but otherwise subject to the terms of the DIP Credit Agreement or related loan documents in all respects, the DIP Lenders agree that the Long Lead Materials Agreement Party shall be permitted to pay such funds to such vendor in an amount equal to the cost of materials supplied by such vendor as reflected in the applicable Long Lead Purchase Order and the Long Lead Materials Agreement Party shall not be authorized to use the funds for any other purpose.

5. Any Bonus Payments made to a Liquidity Agreement Party shall constitute allowed administrative expense claims against such Debtor, on a several basis, under section 503(b) of the Bankruptcy Code; *provided however*, that, the amount of any allowed administrative expense claim shall be decreased by the amount of any funds returned to GERNA from the GERNA Account.

6. Pursuant to section 364(d) of the Bankruptcy Code, GERNA is hereby granted a first priority lien on and security interest in the GERNA Accounts. Without limitation, the liens, security interests and rights in the GERNA Accounts, as described under the GERNA Liquidity Agreement (i) shall not be subject to any other liens, including the liens of the DIP Lenders, the Senior Secured Lenders, any lender providing DIP or cash collateral financing in this case, (ii) shall be senior to any claims under sections 503, 506(c) or 507(b) of the Bankruptcy Code, and (iii) shall not be subject to avoidance, priming or surcharge by any party in interest.

7. On the Termination Date under the GERNA Liquidity Agreement, the automatic stay imposed by section 362 of the Bankruptcy Code shall be modified, without further order of this Court, solely to the extent necessary to permit GERNA to receive the return of any funds remaining in the GERNA Account(s) that are not required to pay for materials delivered on or before the Termination Date in connection with the production of blades for GERNA.

8. The automatic stay imposed by section 362 of the Bankruptcy Code shall be modified, without further order of this Court, solely to the extent necessary to permit GERNA to enforce the provisions of the Long Lead Materials Agreement.

9. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be deemed as (i) an implication or admission as to the validity of any claim against the Debtors, except with respect to the allowed administrative expense claims expressly granted hereunder, (ii) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of, any claim, except with respect to the allowed administrative expense claims expressly granted hereunder, (iii) a waiver or limitation of the Debtors' or any party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (iv) a waiver of the obligation of

any party in interest to file a proof of claim, (v) an agreement or obligation to pay any claims, (vi) a waiver of any claims or causes of action that may exist against any creditor or interest holder, or (vii) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code.

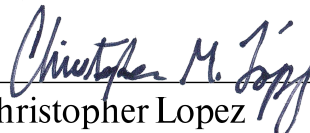
10. Notice of the Motion is adequate under Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules.

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

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

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

Signed: November 24, 2025



Christopher Lopez
United States Bankruptcy Judge

Exhibit 1

GERNA Liquidity Agreement

EXECUTION VERSION**Binding Principal Terms and Conditions of GERNA Bonus Payments**

This binding term sheet, dated as of November 13, 2025 (this “**Term Sheet**”), is by and among TPI Mexico, LLC, a Delaware limited liability company (“**TPI MX I**”) and TPI Mexico III, LLC, a Delaware limited liability company (“**TPI MX III**”) (either TPI MX I or TPI MX III, as applicable, the “**Liquidity Agreement Party**” and collectively, the “**Liquidity Agreement Parties**”)¹ and GE Renewables North America, LLC, a Delaware limited liability company (“**GERNA**” and, together with the Liquidity Agreement Parties, the “**Parties**,” and, each, a “**Party**”).²

In consideration of the premises and the mutual promises contained herein and for other good and valuable consideration, the Parties hereby agree as follows:

Transaction Terms	
Effective Date	This Term Sheet will be binding and effective (i) as to GERNA immediately and (ii) as to the Liquidity Agreement Parties, upon entry of an order by the United States Bankruptcy Court for the Southern District of Texas (the “ Court ”) approving the Term Sheet (the “ Approval Order ”), in each case, with effect retroactive to November 1, 2025 (the “ Effective Date ”).
Bankruptcy Court Approval	The Liquidity Agreement Parties shall seek entry of the Approval Order by no later than November 24, 2025; <i>provided</i> that, in the event the Court is not available to consider the relief sought in the Approval Order until after the first Bonus Payment (as defined below) is due, GERNA agrees to make such payment whether or not the Approval Order has been entered so long as both (a) Sullivan & Cromwell LLP, as counsel to the Senior Secured Lenders and DIP Lenders, and (b) Lowenstein Sandler LLP, as counsel to the official committee of unsecured creditors, have confirmed in writing that they do not object to the relief requested in the Approval Order.
Bonus Payments for Meeting Delivery Targets	The schedule (the “Bonus Schedule”) attached hereto as Exhibit A shows targets (each, a “Bonus Target”) for the number of blades to be delivered for the periods beginning on November 1, 2025 and continuing through December 19, 2025 (each such period, a “Bonus Period”). For each Bonus Period, if the Bonus Target (<i>i.e.</i>, MX 1 for 127 blades and MX 3 for 140 blades) is met on or before the expiration of the Bonus Period, GERNA will pay to the applicable Liquidity Agreement Party the Bonus Payment payable for such Bonus Period as set forth on the Bonus Schedule (each such payment,

¹ TPI MX I operates two (2) manufacturing facilities in Ciudad Juarez in Mexico, referred to as “MX1” and “MX2,” respectively and TPI MX III operates one (1) manufacturing facility in Ciudad Juarez in Mexico referred to as “MX3.”

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status and (III) Granting Adequate Protection to the Senior Secured Parties, (IV) Modifying Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief*, dated August 12, 2025 (Docket No. 37) (the “**DIP Motion**”).

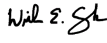
	a “Bonus Payment”). For the purposes of counting the number of 127 blades delivered to GERNA during a Bonus Period, any 127 blades delivered to GERNA by TPI MX I’s affiliate, TPI Iowa, LLC (“TPI Iowa”), will count towards the total. Delivery will be deemed to occur upon the issuance of the Certificate of Conformance (“COC”) in accordance with the terms and conditions specified in the applicable purchase order for such blades. The Bonus Payments will be in addition to the purchase price payable by GERNA under each applicable purchase order, to be paid in accordance with the Accommodation Agreement (as defined below). In the event a Liquidity Agreement Party, TPI Iowa, TPI Composites, Inc. (“TPI Parent”), or any of their affiliated debtors in the chapter 11 cases (collectively, the “Debtors”) file a chapter 11 plan that is not reasonably acceptable to GERNA, GERNA shall have no further obligation to make Bonus Payments until such plan is withdrawn.
GERNA Account	Each of TPI MX I and TPI MX III will set up a separate account into which GERNA will make all Bonus Payments (for each account, the “ GERNA Account ”). The Approval Order will expressly provide that each GERNA Account is not subject to any other liens (including, without limitation, the liens of the DIP Lenders or the Senior Secured Lenders) and that GERNA has a first priority lien on each GERNA Account.
Use of Proceeds	Until the Termination Date (as defined below), the Liquidity Agreement Parties may use the funds in the GERNA Account solely to pay for the cost of materials delivered after August 11, 2025 to the manufacturing facilities operated by the Liquidity Agreement Parties and by TPI Iowa to produce the applicable blades manufactured for GERNA. The Liquidity Agreement Party will maintain an accounting of the vendor invoices paid using the funds in the GERNA Account and will provide such accounting to GERNA upon GERNA’s request.
Termination Date	The “Termination Date” is the earliest to occur of the following: (1) the Approval Order is not entered by November 24, 2025; (2) the earlier of (i) notification by a Liquidity Agreement Party to GERNA or GE Vernova International, LLC (“GEV”) or (ii) public announcement by any Liquidity Agreement Party, in either case, of a decision to cease the production of blades for GERNA; (3) any Liquidity Agreement Party fails to meet the Bonus Target for two consecutive Bonus Periods; (4) a Liquidity Agreement Party or TPI Iowa declares an entity other than GERNA, GE Vernova, or an affiliate of GERNA or GE Vernova the successful bidder with respect to the sale by TPI MX I and TPI MX III

	of their equity interests in the entity that owns and operates the manufacturing facilities that produce blades in Mexico for GERNA or for the equity interests in, or assets of, TPI Iowa; (5) a Liquidity Agreement Party and GERNA mutually agree to stop the Bonus Payments hereunder; (6) entry of an order confirming a chapter 11 plan that is not reasonably acceptable to GERNA in the chapter 11 cases of any Debtor; (7) the appointment of a trustee or an examiner with expanded powers to operate or manage the financial affairs, the business, or reorganization of the Liquidity Agreement Parties; and (8) the chapter 11 case of any Liquidity Agreement Party is dismissed or converted to a case under chapter 7 of the Bankruptcy Code or any Liquidity Agreement Party files a motion or other pleading seeking the dismissal of the chapter 11 cases. Following the Termination Date, any funds that remain in the GERNA Account and that are not needed to pay for materials delivered on or before the Termination Date will be returned to GERNA.
Administrative Expense Claim	GERNA will have an allowed administrative expense against the applicable Liquidity Agreement Party for the total amount of Bonus Payments paid by GERNA to such entity <i>less</i> any funds returned to GERNA from the GERNA Account.
Deferral of Bid Deadline	The Liquidity Agreement Parties acknowledge that GERNA is providing additional liquidity to the Liquidity Agreement Parties to enable the continued operation of the manufacturing facilities used by the Liquidity Agreement Parties and by TPI Iowa to produce blades for GERNA and to provide additional time for the Liquidity Agreement Parties, TPI Iowa, TPI Parent, GERNA, the DIP Lenders, the Senior Secured Lenders, and the other parties in interest in the chapter 11 cases to negotiate a potential chapter 11 plan in these cases. Accordingly, notwithstanding anything in this Term Sheet to the contrary, it is a condition to GERNA's obligations hereunder that TPI Parent officially defer the scheduled deadline for the submission by parties of bids in the proposed 363 sales of the assets and the Liquidity Agreement Parties and their affiliated Debtors until December 11, 2025. If such extension does not occur for any reason, then GERNA will have no obligation to make Bonus Payments hereunder.

GERNA Accommodations	GERNA agrees to comply with the terms of that <i>Letter Agreement Regarding Accelerated Payment Terms</i> , dated September 22, 2025 (as amended and restated on October 13, 2025 and as may be further amended, supplemented, or otherwise modified, the “ Accommodation Agreement ”).
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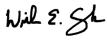
The undersigned has executed and delivered this Term Sheet as of the date first written above.

TPI Mexico, LLC

DocuSigned by:
By: 
CE43994B8C72483...

Name: William E. Siwek
Title: President and CEO

TPI Mexico III, LLC

DocuSigned by:
By: 
CE43994B8C72483...

Name: William E. Siwek
Title: President and CEO

GE RENEWABLES NORTH AMERICA, LLC

By: _____

Name: Ryan Liacos
Title: Sr Sourcing Staff Manager - Commodity
Management

The undersigned has executed and delivered this Term Sheet as of the date first written above.

TPI Mexico, LLC

By: _____

Name: William E. Siwek
Title: President and CEO

TPI Mexico III, LLC

By: _____

Name: William E. Siwek
Title: President and CEO

GE RENEWABLES NORTH AMERICA, LLC

By: _____

Ryan Liacos

Digitally signed by Ryan Liacos
DN: cn=Ryan Liacos, gn=Ryan Liacos, o=US United
States, ou=US United States, ou=GE Vernova
ou=Wind, email=ryan.liacos@gevernova.com
Reason: I agree to the terms defined by the
placement of my signature in this document
Location:
Date: 2025.11.12 19:48:05.00

Name: Ryan Liacos
Title: Sr Sourcing Staff Manager - Commodity
Management

Exhibit A

Bonus Schedule

[Schedule Filed Under Seal]

Exhibit 2

Long Lead Materials Agreement

EXECUTION VERSION

November 17, 2025

Mr. Ryan Liacos
GE Vernova International, LLC
1 River Road, Building 53
Schenectady, NY 12345

RE: Letter Agreement regarding Long Lead Materials for Manufacturing at TPI Facilities in Newton, Iowa, and Juarez, Mexico

This letter agreement (this "**Agreement**") outlines certain obligations of GE Renewables North America, LLC ("**GERNA**"), TPI Iowa LLC ("**TPI Iowa**"), TPI Mexico LLC ("**TPI MX I**"), and TPI Mexico III LLC ("**TPI MX III**") with respect to the planned continued TPI manufacturing in calendar year 2026 of 62.2 Wind Blades, 75.7 Wind Blades, and 68.7 Wind Blades (each as defined below) for GERNA at TPI's Iowa facility in Newton, Iowa (the "**Iowa Facility**"), and the following facilities in Juarez, Mexico: TPI's Mexico I facility (the "**MX I Facility**"), Mexico II facility (the "**MX II Facility**"), and Mexico III facility (the "**MX III Facility**"), and collectively with the MX I Facility, the MX II Facility, and the Iowa Facility, the "**Facilities**"). For purposes of this Agreement, the "**Debtor**" refers to TPI Iowa, TPI MX I or TPI MX III, as applicable, and the "**Debtors**" refers to TPI Iowa, TPI MX I and TPI MX III collectively. The Debtors and GERNA together are referred to herein as the "**Parties**."

Agreement

1) Need for Long Lead Materials

- a) The Parties are in the process of negotiating the terms of a chapter 11 plan and/or an acquisition (a "**Transaction**") pursuant to which the Facilities would manufacture Wind Blades (as defined below) for GERNA in calendar year 2026. GERNA acknowledges that, to minimize any disruption in manufacturing operations, GERNA needs the Debtors to make certain raw material purchases and incur certain expenses related to Long Lead Materials (as defined in Section 1(c) below) prior to consummation of a Transaction.
- b) The Wind Blades intended for production for GERNA into calendar year 2026 are: (i) GE62.2 meter wind turbine blades (the "**62.2 Wind Blades**") at the Iowa Facility; (ii) 62.2 Wind Blades at the MX I Facility; (iii) GE75.7 meter wind turbine blades (the "**75.7 Wind Blades**") at the MX II Facility; and GE68.7 meter wind turbine blades (the "**68.7 Wind Blades**") at the MX III Facility, and collectively with the 62.2 Wind Blades and 75.7 Wind Blades, the "**Wind Blades**").
- c) Notwithstanding any ancillary agreements or terms and conditions to the contrary, GERNA hereby confirms that it will take on certain responsibilities for the long lead materials used in connection with the production of Wind Blades (the "**Long Lead Materials**") in order to minimize any delay to the planned 2026 production of Wind Blades. Without limiting the foregoing, the projected weekly spend requirements for Long Lead Materials to be procured by the Debtors, itemized by Facility through December 31, 2025, are detailed in Appendix 1. A Debtor will not order quantities of Long Lead Materials beyond the weekly or aggregate amounts specified in Appendix 1 unless mutually agreed by the Parties.

2) Purchase Orders for, and Ownership of, Long Lead Materials

EXECUTION VERSION

- a) Each purchase order for any Long Lead Materials will specify that at any time prior to the delivery of such materials to the Debtor, the purchase order may be assigned to, and assumed by, GERNA, and, following such assignment, GERNA may change the delivery location of the materials set forth in the purchase upon notice from GERNA to the vendor (with a copy to the Debtor) (a "**Long Lead Purchase Order**").
- b) Each week, GERNA and the Debtors' sourcing leads will review and agree on the details of the Long Lead Purchase Orders needed for each Facility, Wind Blade type, and required volume for the upcoming week. After reaching such agreement, the applicable Debtor will prepare the respective proposed Long Lead Purchase Order(s) for the following week, including all necessary information such as the Long Lead Material part number, description, and quantity. Before submitting any Long Lead Purchase Order to a vendor, the Debtor must send the proposed Long Lead Purchase Order for final written approval to Tracie McBain (tracie.mcbain@gevernova.com), Colleen Harris (colleen.harris@gevernova.com), or other individuals designated by GERNA. This approval process must be completed by Friday each week to ensure the next week's Long Lead Purchase Orders are processed on time. Only Long Lead Purchase Orders that receive approval may be submitted to vendors. Once a Long Lead Purchase Order has been submitted to a vendor, the Debtor will provide a copy of the order to GERNA. Notwithstanding the foregoing, upon the effectiveness of this Agreement in accordance with Section 4, GERNA shall approve the aggregate amount of Long Lead Purchase Orders that are past due based on the ordering weeks set forth in Appendix 1.
- c) Until incorporated into a Wind Blade, the Debtor will hold all Long Lead Materials separately and the Long Lead Materials will be clearly marked and accounted for by the Debtor as subject to the terms of this Agreement.

3) Actions Following Trigger Date

- a) If at any time GERNA notifies the Debtors in writing (as applicable to a Facility, the "**Trigger Date**") that it does not plan to proceed with implementation of a Transaction with respect to one or more of the Facilities or that the Debtor, without the consent of GERNA, has stopped production at such Facility (the "**Affected Facility**"), then the Debtor will promptly provide GERNA with details of (i) all unfulfilled, accepted Long Lead Purchase Orders for the Affected Facility up to and including the Trigger Date (including copies of the applicable Long Lead Purchase Orders) and (ii) all Long Lead Materials held by the Debtor as of the Trigger Date and not incorporated into Wind Blades.
- b) From and after the Trigger Date, the Debtor will not place any additional orders for Long Lead Materials without the express, prior written consent of GERNA.
- c) Upon the occurrence of the Trigger Date, all unfulfilled Long Lead Purchase Orders relating to the Affected Facility will be deemed assigned to, and assumed by, GERNA, automatically and without further action by either Party. Thereafter, GERNA will be responsible for paying the remaining amount(s) due under such Long Lead Purchase Orders directly to the applicable supplier and will have no recourse back to the Debtor for any such amounts paid. Upon transfer of any Long Lead Purchase Orders or Long Lead Materials to GERNA hereunder, GERNA shall take such Long Lead Purchase Orders or Long Lead Materials free and clear of any liens, claims, or interests of any creditor of a Debtor.

EXECUTION VERSION

- d) To the extent that the Debtor is holding Long Lead Materials at an Affected Facility as of the Trigger Date and such Long Lead Materials have not been incorporated into a Wind Blade as of such date, the Debtor shall sell such Long Lead Materials to GERNA free and clear of all liens, claims, and encumbrances ("**Long Lead Materials Purchased by GERNA**"). The purchase price for any Long Lead Materials Purchased by GERNA will be the amount paid or payable by the Debtor under the Long Lead Purchase Order for such Long Lead Materials Purchased by GERNA plus all documented reasonable costs associated with the delivery of the Long Lead Materials Purchased by GERNA to the Affected Facility ("**GERNA Purchase Price**").
- i) If the Debtor has not yet paid the vendor for the Long Lead Materials Purchased by GERNA, then GERNA, at its option, will either (a) pay the GERNA Purchase Price directly to the vendor of the Long Lead Materials or (b) pay the GERNA Purchase Price to the Debtor, in which case such payment will be (I) deemed earmarked to be paid to the applicable vendor of the Long Lead Materials Purchased by GERNA and (II) used only to pay the vendor for amounts due under the applicable Long Lead Purchase Order for the Long Lead Materials Purchased by GERNA as set forth in the order of the Bankruptcy Court approving this Agreement.
- ii) If the Debtor already has paid the vendor for the Long Lead Materials Purchased by GERNA, then GERNA will pay the GERNA Purchase Price to the Debtor, and there will be no restrictions under this Agreement on the Debtor's use of such funds.
- iii) At GERNA's option, GERNA may require the Debtor to deliver to a location specified by GERNA all Long Lead Materials at the Affected Facility. GERNA will pay the costs associated with transporting such Long Lead Materials to another location.

4) Effectiveness of this Agreement

- a) This Agreement will be binding and effective (i) as to GERNA immediately upon execution hereof and (ii) as to the Debtors, upon the entry of an order by the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") approving the Agreement (the "**Bankruptcy Court Approval Order**"), with retroactive effect to the signing date of this Agreement. The Debtors shall seek entry of the Bankruptcy Court Approval Order by no later than November 24, 2025. Among other things, the Bankruptcy Court Approval Order will approve the terms of this Agreement, including that (i) any sale of the Long Lead Materials by a Debtor to GERNA hereunder will, pursuant to section 363(f) of the Bankruptcy Code, be free and clear of all liens, claims, and encumbrances without any further order of the Bankruptcy Court and (ii) the automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary to permit GERNA to enforce the provisions of this Agreement.
- b) If the Bankruptcy Court Approval Order is not entered by November 24, 2025, then this Agreement will be deemed void and of no force and effect.

5) Miscellaneous

- a) This Agreement will be governed by, interpreted and construed exclusively in accordance with the laws of the State of New York.

EXECUTION VERSION

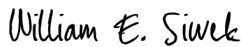
- b) This Agreement constitutes the entire understanding and agreement between the Parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such Parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the Parties hereto. This Agreement may be amended only by written agreement, signed by both Parties.

Signature Page Follows

EXECUTION VERSION

Agreed by the Parties:

TPI MEXICO, LLC

DocuSigned by:

CE43994B8C72483...
Signature

President & CEO
Title

GE RENEWABLES NORTH AMERICA, LLC

Signed by:

25CACE521EED4E5...
Signature

Sr Sourcing Staff Manager - Commodity Management
Title

TPI MEXICO III, LLC

DocuSigned by:

CE43994B8C72483...
Signature

President & CEO
Title

TPI IOWA, LLC

DocuSigned by:

CE43994B8C72483...
Signature

President & CEO
Title

Appendix 1

Weekly and Aggregate Anticipated Purchases of Long Lead Materials

[Appendix 1 Filed Under Seal]