IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
TONOPAH SOLAR ENERGY, LLC,[1]	Case No. 26-10060 (JKS)
Debtor.	**Related D.I.: 184**

NOTICE OF CLOSING OF THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS TO TONOPAH ENERGY CENTER LLC

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On March 19, 2026, the United States Bankruptcy Court for the District of Delaware entered that certain *Order (I) Authorizing the Sale of All or Substantially All of the Debtor's Assets Free and Clear of All Liens, (II) Approving the Assumption and Assignment of the Assigned Contracts, and (III) Granting Related Relief* [D.I. 184] (the "Sale Order"), authorizing and approving, among other things, the sale of substantially all of the Debtor's assets and the assumption and assignment of certain executory contracts and leases (the "Sale") to Sons of Liberty Construction, Inc. ("SOLC"), pursuant to the terms of and that certain *Asset Purchase Agreement*, dated as of February 20, 2026 (as amended, restated, or supplemented, the "APA").[2] The APA was attached as "Exhibit 1" to the Sale Order.

2. SOLC subsequently assigned to its subsidiary, Tonopah Energy Center LLC ("TEC"), certain of its rights and obligations under the APA to purchase the Purchased Assets, assume the Assumed Liabilities, and take assignment of the Assigned Contracts.

3. On July 28, 2026, the Debtor, SOLC and TEC closed on the Sale in accordance with the terms of the Sale Order and the APA.

4. Prior to the Closing, the United States Department of the Interior's Bureau of Land Management (the "BLM") informed the parties that, as a condition to the BLM's consent to the assignment of the ROWs from the Debtor to TEC, the BLM required that TEC post a new bond (the "Buyer's Bond") in an amount exceeding the amount of the cash deposit already held by the BLM. To facilitate the Closing and obtain the foregoing consent from the BLM, an affiliate of the Debtor provided financial accommodations in connection with the posting of the Buyer's Bond, at no cost or expense to the Debtor's estate.

5. Copies of the Sale Order, the APA, this Notice, and any other documents related to the Sale are available (a) for free on the Debtor's restructuring website at

[1] The Debtor in this chapter 11 case, along with the last four digits of its federal tax identification number, is Tonopah Solar Energy, LLC (1316). The Debtor's address is Tonopah Solar Energy, LLC c/o Development Specialists, Inc., 500 E. Broward Blvd., Suite 1700, Fort Lauderdale, FL 33394.

[2] Capitalized terms used but not otherwise defined in this Notice have the meanings given to them in the APA.

https://dm.epiq11.com/TonopahSolar or (b) for a fee via PACER by visiting https://pacer.uscourts.gov.

Dated: July 28, 2026
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ Aaron S. Applebaum

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