IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
NOBLE ENVIRONMENTAL POWER, LLC Debtor.	Case No. 16-12055 (____)

DECLARATION OF KAY MCCALL IN SUPPORT OF THE DEBTOR'S CHAPTER 11 PETITION AND FIRST DAY MOTIONS

I, Kay McCall, hereby declare under penalty of perjury:

1. I am the President and Chief Executive Officer of Noble Environmental Power, LLC, a company organized under the laws of the State of Delaware and the above-captioned debtor and debtor in possession ("**NEP**" or the "**Debtor**") in this case (the "**Chapter 11 Case**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"). In this capacity, I am familiar with the Debtor's day-to-day operations, businesses, financial affairs, and books and records.

2. On the date hereof (the "**Petition Date**"), NEP filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business and manage its properties as a debtor in possession pursuant to §§1107(a) and 1108 of the Bankruptcy Code.

3. I submit this declaration (this "**First Day Declaration**") pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") to provide an overview of the Debtor and the Chapter 11 Case and support the Debtor's chapter 11 petition and "first day"

motions (each, a "**First Day Motion**," and collectively, the "**First Day Motions**").[1] Except as otherwise indicated herein, all facts set forth in this First Day Declaration are based upon my personal knowledge of the Debtor's operations and finances, information learned from my review of relevant documents, information supplied to me by other members of the Debtor's management and the Debtor's advisors, or my opinion based on my experience, knowledge, and information concerning the Debtor's operations and financial condition. I am authorized to submit this First Day Declaration on behalf of the Debtor, and, if called upon to testify, I could and would testify competently to the facts set forth herein.

I. PRELIMINARY STATEMENT

4. After good-faith negotiations between the Debtor and its secured lender, Paragon Noble, LLC (the "**Lender**"), the parties have achieved agreement on a fully consensual restructuring transaction to be implemented swiftly through a chapter 11 plan of reorganization (the "**Plan**," and the accompanying disclosure statement, the "**Disclosure Statement**"), which will achieve the Debtor's restructuring goals by: (a) reducing the Debtor's total funded debt and (b) restructuring the Debtor's equity ownership.

5. The Plan will contemplate, among other things, the occurrence of the following transactions: (a) the principal amount of the Debtor's secured debt will be reduced by 10% and converted to equity, the maturity date of such debt will extended by five years and the interest rate on such debt will be changed to the applicable federal rate; (b) the portion of the Debtor's

[1] All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the applicable First Day Motion.

secured debt to be forgiven will be converted into 100% of the equity in the reorganized Debtor;[2] and (c) allowed general unsecured claims will be paid in full in cash (but without interest, late fees, penalties or attorneys' fees) on the later of (x) within 30 days of the effective date of the Plan, (y) when such claim becomes allowed, or (z) as otherwise determined by the Bankruptcy Court or agreed upon by the parties.

6. Prior to the Petition Date, the Debtor and the Lender entered into a Plan Support Agreement, dated July 15, 2016 (the "**Plan Support Agreement**"), pursuant to which the parties agreed, among other things, to a plan term sheet (the "**Plan Term Sheet**") and the terms for the Lender's support of confirmation of the Plan. The Debtor intends to shortly file with this Court the Plan and Disclosure Statement, and, following appropriate notice and approval of this Court, to conduct a solicitation on the Plan. Accordingly, the Debtor intends to seek confirmation of the Plan and to emerge from chapter 11 as soon as possible.

II. GENERAL BACKGROUND

A. Overview of the Debtor's Businesses

7. The Debtor is a limited liability company with its principal place of business located in Centerbrook, Connecticut. Through its subsidiaries, the Debtor owns and operates wind generation assets, safely and reliably supplying clean, renewable energy while maximizing value to its stakeholders. Together, the Debtor and its subsidiaries (collectively, "**Noble**") form a leading wind energy company with a 726-megawatt generation portfolio and own 484 General Electric 1.5 wind turbines. Noble's professionals and technicians work seamlessly across geographic boundaries to operate and maintain its seven windparks in New York and Texas.

[2] As described below, the Lender is already a majority owner of the Debtor, and holds a majority of the seats on the Debtor's board of managers. The affirmative vote of each of the Lender-appointed directors is required to constitute a quorum under the Debtor's by-laws. Consequently, there will not be a change in control but rather an increase of ownership from 54% to 100% in exchange for debt forgiveness of approximately $21.5 million.

8. As an inexhaustible resource that is environmentally friendly, wind brings promise for the future of the United States' energy industry. Wind provides a future with a stable, sustainable energy supply with reduced dependence on fossil fuels, and corresponding reduction in the environmental costs of extracting, transporting and burning fossil fuels. Windparks also deliver important economic benefits—especially to the towns and landowners who host. Noble is committed to:

- Operational safety and compliance. Noble's safety committee receives frequent input from our windpark technicians, with an emphasis on constant improvement. This level of communication plays an integral part of improving the safety program. A safe workplace is Noble's number one priority.
- Technical and operational excellence. Noble's Center for Technical Excellence is dedicated to establishing Noble as the industry leader in maintenance and repair practices by balancing low cost with high availability, bringing together engineering and operations resources not only to solve problems, but to prevent them.
- Experienced operational team. Noble's seven windparks are staffed with experienced technicians, many of whom have been with Noble since the first turbine started turning. The experience and resources of the team is utilized across all of the windparks, regardless of the windpark location.

9. NEP is privately held, and its ownership is divided into several classes of voting and non-voting interests. The voting interests in NEP, on a fully diluted basis, are currently owned approximately 28% by JPMP Wind Energy (Noble), LLC (hereafter, "**JPMP**"), which is an indirect subsidiary of JPMorgan Chase & Co.; 54% by Paragon Noble, LLC, which is also the secured lender of certain indebtedness guaranteed by the Debtor and secured by certain of its

assets (as described below); 14% by CPP Investment Board (USRE II), Inc., which is a subsidiary of the Canada Pension Plan Investment Board ("**CPPIB**"); and 4% by individuals, trusts and limited liability companies.

B. NEP's Organizational Structure

10. As noted above, NEP is the ultimate parent and holding company for Noble's operating assets. The assets of each windpark "project" are directly or indirectly held by NEP's subsidiaries. The Debtor's subsidiaries are not chapter 11 debtors and continue to operate in the ordinary course of business.

11. Significantly all of Noble's employees are employed and paid by Noble Services, Inc., a non-debtor subsidiary. My salary is also paid by Noble Services, Inc. The agreement setting forth the terms of my employment, however, was executed by NEP. A chart setting forth the structure of the Debtor and its corporate subsidiaries is attached hereto as **Exhibit A**.

C. The Debtor's Prepetition Capital Structure

12. As of the Petition Date, the substantial majority of NEP's liabilities consisted of guarantee obligations relating to the funded debt of its wholly-owned, direct subsidiary, NEP Equipment Finance Hold Co., LLC ("**NEP Finance**"). NEP Finance historically was used to finance the acquisition of wind turbines for its projects, after which those projects—and their financing obligations—generally were transferred to one of the Debtor's operating subsidiaries. Pursuant to a Second Amended and Restated Second Lien Secured Promissory Note and Waiver, dated as of December 21, 2010 (as amended, modified or supplemented from time to time, the "**Note**"), NEP Finance incurred certain obligations to the Lender, in an amount not less than $226,749,968.15. NEP guaranteed NEP Finance's obligations to the Lender under the Note pursuant to that certain Second Amended and Restated Guarantee, dated as of December 21, 2010 (as amended, modified or supplemented from time to time, the "**Guarantee**"). In

connection with those obligations, pursuant to that certain Pledge Agreement, dated as of December 21, 2010, NEP also pledged to the Lender its membership interests, and the proceeds thereof, in non-debtors Noble Flat Hill Windpark I, LLC, Noble Independence Ridge Windpark, LLC, and Noble San Patricio Windpark, LLC.

13. As of the Petition Date, approximately $215,122,000 (including accrued and unpaid interest) remains outstanding under the Note, together with interest and costs.

III. EVENTS LEADING TO THE CHAPTER 11 CASE

14. The financial burdens of NEP Finance and NEP under the Note and the Guarantee have become untenable in light of Noble's financial position. Simply put, NEP's assets are worth less than its debts, and NEP will be unable to pay its guarantee obligations to the Lender when they mature on July 31, 2017. Accordingly, chapter 11 will enable NEP to recapitalize its equity ownership, reduce its secured debt, lower its debt service, and extend the maturity of its secured debt by five (5) years. In addition, NEP currently holds unencumbered cash totaling approximately $5.9 million, which will enable NEP to continue to operate in the ordinary course during the Chapter 11 Case without the need for debtor-in-possession financing or consent from a secured lender holding a lien on its cash and cash equivalents.

15. On the date hereof, the Debtor entered into a Plan Support Agreement pursuant to which the Plan Support Parties agreed to support confirmation of the Plan on the schedule described in the Plan Support Agreement and in accordance with the Plan Term Sheet (attached hereto as **Exhibit B**). Pursuant to the terms of the Plan Support Agreement, concurrently herewith, the Debtor has filed a motion seeking approval of and authority to assume the Plan Support Agreement, and a copy of the Plan Support Agreement will be attached as an exhibit to such motion. As set forth in the Plan Support Agreement, the Plan Support Parties intend for the Debtor to emerge from bankruptcy before the end of 2016. In short, the Plan Term Sheet

provides for the Lender to own 100% of the equity in NEP in exchange for certain debt forgiveness and changes to the remaining secured debt beneficial to NEP. The Debtor (or a representative) has also spoken to key constituents, such as (a) the Debtor's largest trade creditors, (b) CPPIB and (c) JPMP, each of which has indicated support for the Plan.

16. Notwithstanding anything to the contrary in this Declaration or any other document, instrument or order, and for the avoidance of doubt, it is expressly understood, agreed and intended by NEP that (a) the Plan and any and all related documents and orders in this bankruptcy case shall apply solely to the Debtor and not to any non-debtor affiliate or subsidiary (with the sole exception of NEP Finance, but solely as relates to the consensual change to the claims describes in the Plan Support Agreement with the Lender), (b) the rights, claims and remedies of any person (including but not limited to any lender to any non-debtor entity) relating to any contract, lease, license, permit, guaranty, litigation, loan, instrument or obligation of any non-debtor affiliate or subsidiary of the Debtor shall remain at all times in full force and effect without any limitation, waiver, release, cancellation or alteration whatsoever as if this Chapter 11 Case had not been filed, and (c) each and every contract, lease, license, guaranty, permit and instrument of the Debtor shall be assumed and reinstated in full with no amendments or limitations as part of the Plan (other than the agreed upon changes to the claim of the Lender).

IV. EVIDENTIARY SUPPORT FOR FIRST DAY MOTIONS[3]

17. Concurrently with the filing of the its chapter 11 petition, the Debtor has filed a number of First Day Motions seeking relief that the Debtor believes is necessary to enable it to operate with minimal disruption and loss of productivity. The Debtor requests that the Court grant the relief requested in each of the First Day Motions as critical elements in ensuring a

[3] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the relevant First Day Motion.

smooth transition into, and stabilizing and facilitating the Debtor's operations during the pendency of, the Chapter 11 Case. I have reviewed each of the First Day Motions discussed below, and the facts set forth in each First Day Motion are true and correct to the best of my knowledge and belief with appropriate reliance on company officers, employees and advisors.

1. Debtor's Motion for Interim and Final Orders (i) Authorizing the Debtor to (a) Continue Prepetition Insurance Policies, (b) Pay All Prepetition Obligations in Respect Thereof, and (c) Continue Its Insurance Premium Financing Program, and (ii) Authorizing Banks to Honor Related Checks and Transfers

18. The Debtor seeks entry of interim and final orders (i) authorizing, but not directing, the Debtor to (a) continue to maintain and administer its insurance policies and revise, extend, renew, supplement, or change such policies, as needed, (b) pay or honor outstanding obligations on account of the policies in the ordinary course of business, and (c) continue its insurance premium financing program, and (ii) authorizing the Debtor's banks to honor and process related checks and electronic transfers (the "**Insurance Programs Motion**").

19. In the ordinary course of business, the Debtor maintains a carefully designed and vitally important insurance program, which includes the use of an insurance premium finance agreement (the "**Insurance Program**"). This program includes eight policies that were in effect as of the Petition Date, providing coverage, including, but not limited to, policies covering general liability, the Debtor's property, workers' compensation, automobile liability, and D&O liability (collectively, the "**Policies**"). The Policies are provided by numerous different insurance carriers (the "**Insurance Carriers**"). A comprehensive list of the Policies, types of coverage, Policy numbers, identity of Insurance Carriers, and other salient information describing the Insurance Program is attached to the Insurance Programs Motion.

20. The Policies are essential to the preservation of the value of the Debtor's business, property, and assets. Not only are some of the Policies required by the various regulations, laws,

and contracts that govern the Debtor's commercial activities, but section 1112(b)(4)(C) of the Bankruptcy Code provides that "failure to maintain appropriate insurance that poses a risk to the estate or to the public" is "cause" for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). Moreover, the *Operating Guidelines for Chapter 11 Cases* of the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**") require debtors to maintain insurance coverage throughout the pendency of their chapter 11 cases.

21. To assist in its efforts to obtain the insurance coverage necessary to operate its business in a reasonable, prudent and cost-effective manner, the Debtor utilizes the expertise, experience, and services of an insurance broker (the "**Broker**"). Among other things, the Broker represents the Debtor in negotiations with its various insurance underwriters. The Debtor remits the premium payments on certain of the Policies to the Broker for payment by the Broker to the Insurance Carriers. The Debtor believes it is in the best interests of its creditors and estate to continue this business relationship with the Broker. Accordingly, as a part of the Insurance Program Motion, the Debtor also seeks authority to continue its prepetition practice of paying brokerage fees and premiums to the Broker (or any other agent or broker engaged by the Debtor) in connection with its respective representation of the Debtor in negotiations with the Insurance Carriers and other activities related to the maintenance of the Insurance Program. In addition, the Debtor seeks authority to renew, extend, renegotiate, and/or enter into a new insurance broker agreement, if necessary, in the ordinary course of business consistent with the Debtor's past practice. As of the Petition Date, the Debtor estimates that no fees are owed to the Broker. The Debtor believes that authorizing it to make the payments required to maintain the full effectiveness of the Policies and to continue the Insurance Program is essential to the preservation of its business, estates, and assets.

22. The Debtor also maintains an insurance premium finance agreement (the "**Finance Agreement**") with Aon Premium Finance, LLC (the "**PFA Lender**") for certain Policies (the "**Financed Policies**"). Pursuant to the Finance Agreement with the PFA Lender, the PFA Lender agreed to pay the insurance premiums due under the Financed Policies in exchange for a cash down payment eleven monthly installment payments. The Debtor's obligations under the Finance Agreement are secured by all sums due under the Finance Agreement and any unearned premiums or other sums that may become payable under the Financed Policies. The Financed Policies are essential to the preservation of the Debtor's business.

23. In the Debtor's business judgment, the terms of the Finance Agreement represent the best possible terms for financing the premiums of the Financed Policies. The Debtor's estate will benefit by maintaining this low-cost financing from the PFA Lender. Moreover, any interruption of payments might adversely affect the Debtor's ability to obtain financing for future policies on favorable terms. In some cases, the coverage is required by regulations, laws, or contracts that govern the Debtor's business obligations. Thus, the Debtor requests the authority to continue honoring its obligations pursuant to the Finance Agreement and to continue the grant of security interests to the PFA Lender.

24. For the foregoing reasons, the Debtor submits, and I believe, the relief requested in the Insurance Programs Motion is in the best interest of the Debtor, its estate and its creditors, and therefore should be approved.

2. Debtor's Motion for Interim and Final Orders Pursuant to Section 366 of the Bankruptcy Code (i) Prohibiting Utility Companies From, Altering, Refusing or Discontinuing Utility Services, (ii) Deeming Utility Companies Adequately Assured of Future Performance, (iii) Establishing Procedures Determining Adequate Assurance of Payment, and (iv) Setting a Final Hearing Related Thereto

25. The Debtor seeks entry of interim and final orders (i) prohibiting utility companies from altering, refusing, or discontinuing utility services on account of prepetition invoices, including the making of demands for security deposits or accelerated payment terms, (ii) determining that the Debtor has provided each of its utility providers with "adequate assurance of payment" within the meaning of section 366 of the Bankruptcy Code, based, among other things, on the Debtor's establishment of a segregated account containing an amount equal to 50% of the Debtor's estimated monthly cost of utility services, which may be adjusted by the Debtor to account for the termination of certain utility services by the Debtor on account of any closed business locations, by agreement between the Debtor and the affected utility provider, or to account for the addition of a utility provider, (iii) establishing procedures for determining additional adequate assurance, if any, and authorizing the Debtor to provide adequate assurance to its utility providers (the "**Utilities Motion**").

26. In the normal course of operation of its business, the Debtor obtains electricity, sewer, water, telecommunications, waste disposal, and other similar services (collectively, the "**Utility Services**") from various utility companies (the "**Utility Companies**"). A list of Utility Companies that provide Utility Services to the Debtor as of the Petition Date is attached to the Utilities Motion (the "**Utility Service List**"). On average, the Debtor spends approximately $13,000 per month on the Utility Services.

27. In general, the Debtor has established a good payment history with virtually all of the Utility Companies and has made payments on a regular and timely basis. To the best of the

Debtor's knowledge, there are no material defaults or arrearages of any significance with respect to the Debtor's undisputed Utility Services invoices, other than payment interruptions that may be caused by the commencement of the Chapter 11 Case.

28. The Utility Services are essential to the operation of the Debtor's business and will continue to be necessary during the Chapter 11 Case. The termination or cessation (even if only temporary) of Utility Services because of payment defaults related to prepetition Utility Services would result in a significant disruption to the Debtor's business operations. It is therefore critical that the Utility Services continue uninterrupted.

29. For the foregoing reasons, the Debtor submits, and I believe, the relief requested in the Utilities Motion is in the best interest of the Debtor, its estate and its creditors, and therefore should be approved.

3. Debtor's Motion for Interim and Final Orders Pursuant to Sections 105, 362 and 541 of the Bankruptcy Code and Bankruptcy Rule 3001 Establishing Procedures for (i) Transfers of Equity Securities, (ii) Claiming a Worthless Securities Deduction and (iii) Scheduling a Final Hearing and Approving Procedures

30. The Debtor seeks entry of an order (a) establishing procedures with respect to (i) the ownership, acquisition and disposition of beneficial interests in equity securities of NEP ("**Noble Interests**") and (ii) any claim of a worthless securities deduction under section 165(g) of the Internal Revenue Code of 1986, as amended (the "**IRC**"), with respect to Noble Interests by a person or entity that has owned 50 percent or more of the Noble Interests (determined in accordance with IRC section 382(g)(4)(D)) during the three-year period described in IRC section 382(g)(4)(D) (each, a "**Worthless Securities Deduction**"); and (b) scheduling a final hearing (the "**Final Hearing**") to consider granting the relief requested on a final basis (the "**NOL Motion**").

31. While the Debtor is a limited liability company formed under Delaware law, it has elected to be treated as a corporation for all federal income tax purposes under Treasury Regulations section 301.7701-3(c). As a result, the Debtor is subject to all of the federal income tax rules that apply to corporations, including the provisions of the Internal Revenue Code and Treasury Regulations addressing net operating losses ("**NOLs**") and other tax attributes, including income tax credits.

32. As of December 31, 2015, the last day of its 2015 taxable year, the Debtor had unused NOLs for federal income tax purposes amounting to approximately $691 million. However, the Debtor's ability to use its NOLs could be substantially limited under federal income tax rules that apply to corporations if an "ownership change" as defined under IRC section 382 occurs. In general, such an ownership change would occur if the percentage (by value) of the Noble Interests held by one or more 5% or greater holders has increased by more than 50 percentage points over the lowest such percentage of the Noble Interests owned by those holders at any time during the three-year period ending on the date of the ownership change. These provisions can be triggered not only by merger and acquisition activity, but by trading and, potentially, by Worthless Securities Deductions as well.

33. The Debtor's NOLs and other tax attributes are extremely valuable, and its ability to use these attributes to reduce its future income tax liability could be severely limited or even eliminated as a result of certain transfers of Noble Interests or Worthless Securities Deductions. Any such limitation or elimination could be detrimental to the Debtor's cash position and the overall reorganization process.

34. In the NOL Motion, the Debtor seeks certain narrowly tailored procedures to protect its NOLs and other tax attributes against damage on account of equity trading and

Worthless Securities Deductions. The Debtor is not seeking an injunction on trading; rather the Debtor is seeking noticing procedures designed to monitor certain trading activity and to permit the Debtor to assess risks to its NOLs and other tax attributes. The NOL Motion therefore requests (a) noticing procedures designed to monitor trading by certain holders of Noble Interests so that the Debtor may assess risks to its NOLs and other tax attributes and (b) affirmation that section 362 of the Bankruptcy Code applies to transfers of Noble Interests and the taking of Worthless Securities Deductions that may adversely affect its ability to use its NOLs and other tax attributes.

35. For the foregoing reasons, the Debtor submits, and I believe, the relief requested in the NOL Motion is in the best interest of the Debtor, its estate and its creditors, and therefore should be approved.

4. Debtor's Motion for Entry of Interim and Final Orders (i) Approving Continued Use of Cash Management System and Credit Card Program, (ii) Authorizing the Continuation of Intercompany Transactions, (iii) Authorizing Use of Prepetition Bank Accounts, (iv) Maintaining the Ability to Use Debit, Wire and ACH Payments, (v) Waiving the Requirements of 11 U.S.C. § 345(b) On An Interim Basis, (vi) Authorizing Payment of Prepetition Amounts Owed Under Credit Card Program, and (VII) Authorizing Assumption of Letter Agreement

36. The Debtor seeks entry of interim and final orders (i) authorizing and approving the Debtor's continued use of its existing cash management system and Credit Card Program, (ii) authorizing the continuation of intercompany transactions, (iii) authorizing the Debtor to continue using prepetition bank accounts, (iv) maintaining the ability to use debit, wire and ACH payments, (v) waiving the requirements of 11 U.S.C. § 345(b) on an interim basis, (vi) authorizing payment of prepetition amounts owed under the Credit Card Program, and (vii) authorizing assumption of its letter agreement (the "**Letter Agreement**") with JPMP (the "**Cash Management Motion**").

37. In the ordinary course of business, the Debtor maintains a cash management system (the "**Cash Management System**"), which includes all activities necessary and pertinent to collecting, disbursing and investing the Debtor's cash assets. The Cash Management System allows the Debtor to efficiently identify its cash requirements and transfer cash as needed to respond to these requirements. The Cash Management System is essential to the efficient execution and achievement of the Debtor's strategic business objectives, and, ultimately, to maximizing the value of the Debtor's estate.

38. The Cash Management System generally operates similarly to the integrated cash management systems used by other large, diversified companies to manage cash in a cost-effective, efficient manner. Most of the Debtor's receipts are intercompany transfers from its subsidiaries. The Debtor normally receives cash transfers from its subsidiaries weekly or bi-weekly.

39. Prior to the Petition Date, in the ordinary course of their business, the Debtor engaged in intercompany transactions and transfers (the "**Intercompany Transactions**") with certain of its non-debtor subsidiaries. For example, the Debtor's staff is employed by a non-debtor subsidiary that pays payroll and employee benefit expenses. Those amounts are then allocated to the Debtor in the corporate group accounts. Similarly, the Debtor pays invoices associated with operating expenses incurred by certain of its non-debtor subsidiaries. Those amounts are then allocated to the relevant non-debtor subsidiaries in the corporate group accounts. The Debtor maintains records of Intercompany Transactions and can ascertain, trace and account for Intercompany Transactions between and among the Debtor and its non-debtor subsidiaries.

40. The Cash Management System, including the Intercompany Transfers, includes all activities necessary and pertinent to collecting, disbursing and investing the Debtor's cash assets. The Cash Management System allows the Debtor to efficiently identify its cash requirements and transfer cash as needed to respond to these requirements. The Cash Management System is essential to the efficient execution and achievement of the Debtor's strategic business objectives, and, ultimately, to maximizing the value of the Debtor's estates.

41. The Debtor also allows certain of its staff and certain of the staff of its subsidiaries (eight employees in total) to incur reasonable out-of-pocket expenses, such as necessary and authorized travel expenses and business entertainment expenses. Many of these expenses are charged directly to the Debtor's corporate credit cards (the "**Credit Cards**") issued by American Express through the Debtor's corporate credit card program (the "**Credit Card Program**"). The Credit Cards are also used to pay for certain parts and equipment required by the Debtor's subsidiaries. The Debtor has policies in place that regulate the use of the Credit Cards and the Debtor is able, and does, monitor the use of the Credit Cards on a frequent and ongoing basis. Any expenses paid by the Debtor on behalf of a subsidiary through the Credit Card Program are allocated to such subsidiary on the group's general ledger.

42. Without the Credit Card Program, certain of the Debtor's staff and its subsidiaries' staff may be required to pay for business expenses from personal funds, and due to the commencement of the Chapter 11 Case, unable to obtain reimbursement from the Debtor. Although the Debtor pays all Credit Card invoices, the Credit Cards are held jointly with individual staff members. Therefore, to the extent the Debtor fails to remit payment to American Express for valid and legitimate charges, the staff members may be personally liable for the same. Not only is it unfair to expose staff members to personal liability for business expenses,

the risk of being held personally liable would damage staff morale and could lead to staff departures. Thus, the continuation of the Credit Card Program, and the requested authority to pay prepetition amounts owed in connection with the Credit Card Program, are necessary to ensure that the Debtor can maintain the commitment of its staff while the Chapter 11 Case is pending.

43. The Debtor and JPMP entered into that certain Letter Agreement dated as of July 8. 2016, a copy of which is attached to the Cash Management Motion. Pursuant to the Letter Agreement and in recognition of the fact that this bankruptcy case would result in certain benefits to JPMP, JPMP agreed, among other things, to reimburse the Debtor for 50% of the aggregate amount of prepetition and post-petition legal fees, filing fees, claims agent fees, U.S. Trustee fees and other out-of-pocket fees, expenses and costs directly related to this bankruptcy case (collectively the "**Bankruptcy Costs**") up to a maximum total aggregate reimbursement cap of five hundred thousand dollars ($500,000) (the "**Cap**"). There is no cost or damage to the Debtor or its estate associated with assuming the Letter Agreement. To the contrary, assumption of the Letter Agreement will result in a 50% reduction of the Debtor's Bankruptcy Costs up to the maximum Cap. As a result, if it continues to abide by the terms of the Letter Agreement, the Debtor will have more cash available to fund operations, honor outstanding claims, and emerge promptly from chapter 11. As of the Petition Date, no default exists under the Letter Agreement and the Debtor would not be required to pay any cure costs in order to assume the Letter Agreement. Thus, I believe the Debtor's decision to assume the Letter Agreement is an exercise of its sound business judgment.

44. For the foregoing reasons, the Debtor submits, and I believe, the relief requested in the Cash Management Motion is in the best interest of the Debtor, its estate and its creditors, and therefore should be approved.

5. Application of the Debtor for Order, Pursuant to 28 U.S.C. § 156(c), Authorizing the Retention and Appointment of American Legal Claims Services, LLC as Claims and Noticing Agent to the Debtor, *Nunc Pro Tunc* to the Petition Date

45. The Debtor seeks entry of an order pursuant to 28 U.S.C. § 156(c) appointing American Legal Claims Services, LLC ("**ALCS**") as claims and noticing agent for the Debtor, effective *nunc pro tunc* to the Petition Date. This Application pertains only to the work to be performed by the Claims Agent under the Clerk of the Court's delegation of duties permitted by section 156(c) of the Judicial Code, Local Rule 2002-1(f) and the Claims Agent Protocol. Among other things, ALCS will (a) prepare and serve required notices in the Chapter 11 Case, (b) maintain a list of all potential creditors, equity holders and other parties in interest, and a core mailing list; and (c) maintain an official claims register for the Debtor, if necessary, and process all proofs of claim received, if any.

46. The Debtor has numerous potential parties in interest in the Chapter 11 Case. Although the Office of the Clerk of the Court ordinarily would serve notices on the Debtor's creditors and other parties in interest, it may not have the resources to undertake such tasks, especially in light of the size of the Debtor's creditor body and the expedited timelines that frequently arise in chapter 11 cases. The Debtor selected ALCS because it is one of the country's leading chapter 11 administration, solicitation, and balloting agent, and ALCS has expertise in facilitating other administrative aspects of chapter 11 cases. ALCS also provides a competitive rate structure, and the Debtor selected ALCS after reviewing the qualification and pricing proposals of three separate firms. I believe the employment of ALCS as claims and

noticing agent in the Chapter 11 Case is appropriate and in the best interest of the Debtor and its estate.

47. For the foregoing reasons, the Debtor submits, and I believe, the relief requested in this motion is in the best interest of the Debtor, its estate and its creditors, and therefore should be approved.

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Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Dated: September 15, 2016
Centerbrook, Connecticut

/s/ Kay McCall

Kay McCall
President and Chief Executive Officer
Noble Environmental Power, LLC
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Centerbrook, CT 06409
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Fax: 860.767.7041

Exhibit A

Corporate Organization Chart

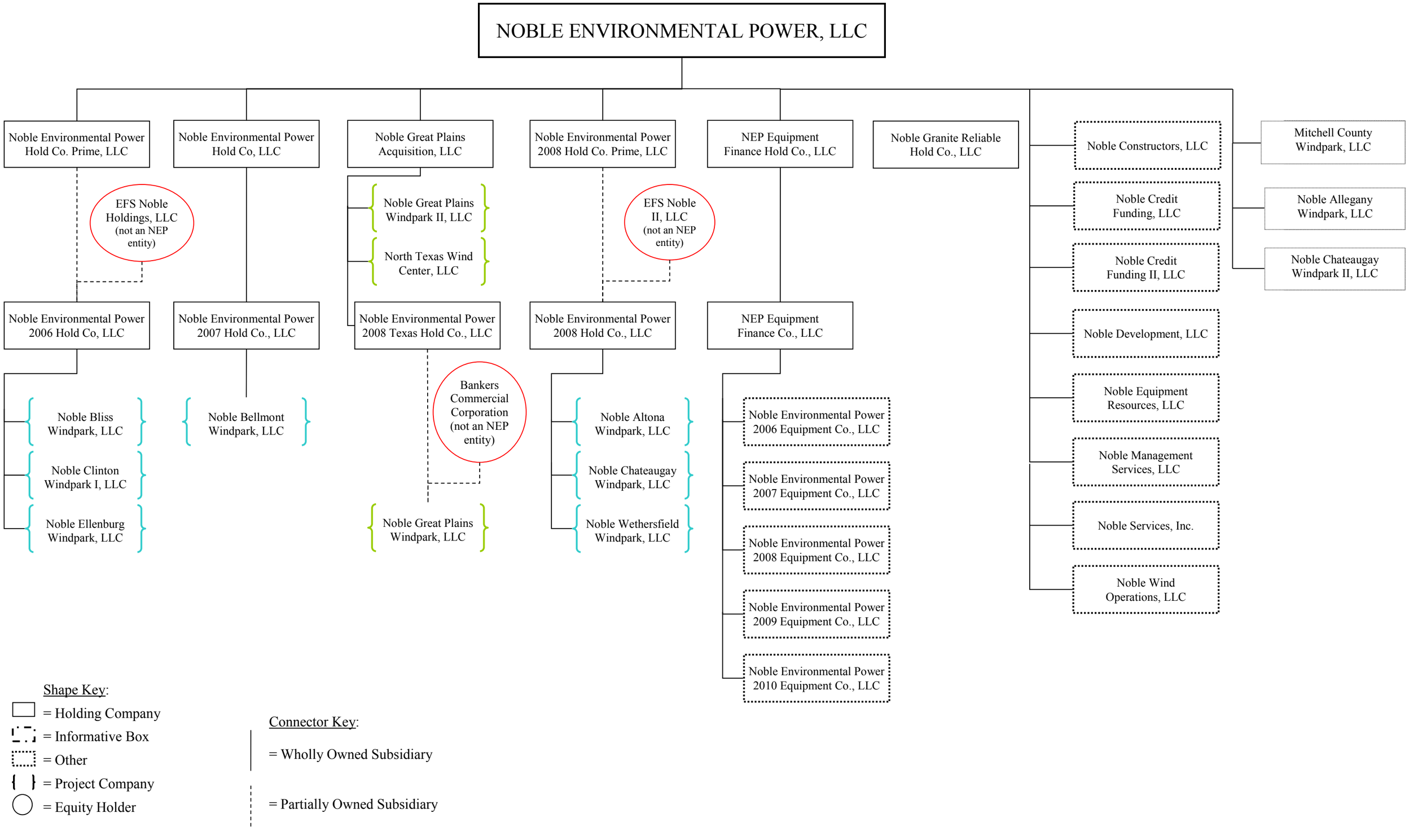
NOBLE ENVIRONMENTAL POWER, LLC
Noble Environmental Power Hold Co. Prime, LLC
Noble Environmental Power Hold Co, LLC
Noble Great Plains Acquisition, LLC
Noble Environmental Power 2008 Hold Co. Prime, LLC
NEP Equipment Finance Hold Co., LLC
Noble Granite Reliable Hold Co., LLC
EFS Noble Holdings, LLC (not an NEP entity)
Noble Great Plains Windpark II, LLC
North Texas Wind Center, LLC
EFS Noble II, LLC (not an NEP entity)
Noble Environmental Power 2006 Hold Co, LLC
Noble Environmental Power 2007 Hold Co., LLC
Noble Environmental Power 2008 Texas Hold Co., LLC
Noble Environmental Power 2008 Hold Co., LLC
NEP Equipment Finance Co., LLC
Noble Bliss Windpark, LLC
Noble Clinton Windpark I, LLC
Noble Ellenburg Windpark, LLC
Noble Bellmont Windpark, LLC
Bankers Commercial Corporation (not an NEP entity)
Noble Great Plains Windpark, LLC
Noble Altona Windpark, LLC
Noble Chateaugay Windpark, LLC
Noble Wethersfield Windpark, LLC
Noble Environmental Power 2006 Equipment Co., LLC
Noble Environmental Power 2007 Equipment Co., LLC
Noble Environmental Power 2008 Equipment Co., LLC
Noble Environmental Power 2009 Equipment Co., LLC
Noble Environmental Power 2010 Equipment Co., LLC
Noble Constructors, LLC
Noble Credit Funding, LLC
Noble Credit Funding II, LLC
Noble Development, LLC
Noble Equipment Resources, LLC
Noble Management Services, LLC
Noble Services, Inc.
Noble Wind Operations, LLC
Mitchell County Windpark, LLC
Noble Allegany Windpark, LLC
Noble Chateaugay Windpark II, LLC
Shape Key:
= Holding Company
= Informative Box
= Other
= Project Company
= Equity Holder
Connector Key:
= Wholly Owned Subsidiary
= Partially Owned Subsidiary

Exhibit B

Plan Term Sheet

Noble Environmental Power, LLC

TERM SHEET FOR STANDALONE PLAN OF REORGANIZATION

This term sheet (this "Term Sheet") describes the material terms of a proposed restructuring transaction (the "Restructuring") pursuant to which Noble Environmental Power, LLC ("NEP" or the "Debtor" and as reorganized, "Reorganized NEP"), will restructure its capital structure through a prearranged standalone plan of reorganization (the "Plan") filed in the Debtor's chapter 11 case (the "Chapter 11 Case") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

This Term Sheet is not legally binding, is not a complete list of all material terms and conditions of the potential transactions described herein, is subject to material change, and is being distributed by NEP, for discussion purposes only. This Term Sheet shall not constitute an offer or a legally binding obligation to buy or sell, nor does it constitute a solicitation of an offer to buy or sell, any of the securities referred to herein. Furthermore, nothing herein constitutes a commitment to lend funds to the company or any other party, or to negotiate, agree to, or otherwise participate in any plan of reorganization, including the Plan, nor does this Term Sheet constitute a solicitation of the acceptance or rejection of the Plan for purposes of sections 1125 and 1126 of the Bankruptcy Code.

This Term Sheet shall remain strictly confidential and may not be shared with any other person without the consent of NEP.

PLAN OVERVIEW	
Debtor	Noble Environmental Power, LLC
Jurisdiction	United States Bankruptcy Court for the District of Delaware
Debt to be Restructured	Second Amended and Restated Second Lien Secured Promissory Note and Waiver, dated as of December 21, 2010 (as amended, modified or supplemented from time to time, the "Second Lien Note"), NEP Equipment Finance Hold Co., LLC, a subsidiary and affiliate of the Company, incurred certain obligations to Paragon Noble LLC.[1]
Classification of Claims and Interests	(a) *Administrative and Priority Claims* (b) *Secured Claim of Paragon Noble LLC* (the "Lender") (c) *Other Secured Claims* (if applicable) (d) *General Unsecured Claims* (e) *Current Equity Holders* (including without limitation, Paragon Noble, LLC, and affiliates of JPMorgan Chase)
Treatment of Claims and Interests	The Plan shall provide for the following treatment of allowed claims and interests:

[1] NEP has guaranteed NEP Finance's obligations under the Second Lien Note pursuant to that certain Second Amended and Restated Guarantee in favor of Paragon Noble LLC, dated as of December 21, 2010.

	(a) *Administrative and Priority Claims* – Allowed administrative and priority claims shall be satisfied in full in cash on the Effective Date or receive such other treatment permitted under the Bankruptcy Code. (b) *Secured Claim* – The Lender shall receive on account of and in satisfaction of an agreed upon reduction of its secured claim 100% of the New Equity on the Effective Date. Terms of the treatment of the remainder of the Lender's Secured Claim shall include a 5 year extension of maturity date until 2022, the forgiveness of up to 10% of the principal amount of the debt and a change in the interest rate to the applicable Federal Rate as of the date of this Term Sheet. The Lender's Secured Claim is impaired and the Lender shall be entitled to vote. (c) *Other Secured Claims* – Unless the holder of any Other Secured Claim agrees to less favorable treatment, each Other Secured Claim shall be: reinstated, satisfied in full in cash on the Effective Date or shall receive such other treatment permitted under the Bankruptcy Code. Holders of Other Secured Claims shall be unimpaired and shall not be deemed to have accepted the Plan. (d) *General Unsecured Claims* – Unless the holder of an allowed general unsecured claim agrees to less favorable treatment, each holder of an allowed General Unsecured Claim shall receive payment in the full allowed amount of its general unsecured claim within 30 days after the Effective Date, provided that there will be no payment on account of interest, late fees or expenses, including without limitation legal fees or costs). Holders of General Unsecured Claims are impaired and shall be entitled to vote. (e) *Existing NEP Interests* – Each holder of an allowed Existing NEP Interest shall receive no distribution, and such Interests shall be discharged, canceled, released, and expunged on the Effective Date. Holders of Existing NEP Interests shall be deemed to have rejected the Plan.
Reorganized NEP	Noble Environmental Power, LLC, as reorganized
Intercompany Claims and Intercompany Interests	Unimpaired and shall continue in the ordinary course of business.
OTHER TERMS OF THE RESTRUCTURING	
Budget	The Debtor and the Lender shall agree upon a professional fees budget pursuant to which the Debtor may operate during the pendency of the Chapter 11 proceeding.
Timing of Filing	On an agreed upon date when required written consent of non-debtor lenders have been obtained.
Conditions to Filing	The commencement of the Chapter 11 Case shall be subject to the satisfaction of the following conditions: (a) *Plan Support Agreements – consents to the Plan to be sought by NEP from* holders of no less than 66% in amount of outstanding

	General Unsecured Claims. (b) *Project Level Diligence/Third Party Consent* – Obtain advance written waivers with non-debtor lenders where required.
Key First Day Relief	Reasonable and customary for a Chapter 11 filing of this type, provided that first day relief must include entry (on an interim basis, to be followed by a final hearing) of an order implementing procedures governing the transfer of the Debtor's equity interests, which procedures are intended to prevent an "ownership change" for federal income tax purposes under the Internal Revenue Code.
New Equity	The new equity interests of Reorganized NEP.
Releases, Exculpations, and Injunctions	The Plan shall provide for customary release, exculpation, and injunction provisions subject to approval by the Lender.
Fees and Expenses	The Plan will provide for payment of all accrued and unpaid professional fees and expenses for the legal and financial advisors of the Lender and NEP in cash on the Effective Date.
Corporate Governance	The documentation evidencing the corporate governance for the Reorganized Debtors, including charters, bylaws, operating agreements, shareholder agreements or other organization documents, as applicable ("Organizational Documents"), shall be reasonably acceptable to the Debtor and the Lender.
Other Plan Terms	The Plan shall contain all other customary terms otherwise acceptable to the Debtor and the Lender.