

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

NOBLE ENVIRONMENTAL POWER, LLC¹

Debtor.

Chapter 11

Case No. 16-12055 (KG)

**NOTICE OF (I) APPROVAL OF DISCLOSURE
STATEMENT, (II) DEADLINE FOR VOTING ON PLAN,
(III) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND
(IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated November 1, 2016 [Docket No. 124] (the “Disclosure Statement Order”), the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) approved the *Disclosure Statement for the Amended Plan of Reorganization of the Debtor Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 120] (as the same may be amended, modified, and/or supplemented, the “Disclosure Statement”) as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”). Copies of the Disclosure Statement Order and accompanying Disclosure Statement are available at the Claims and Voting Agent’s case-designated website at <https://www.americanlegal.com/noble>, or can be downloaded from the Bankruptcy Court’s website via PACER at <http://www.pacer.psc.uscourts.gov>.

CONFIRMATION HEARING

2. On December 9, 2016 at 10:00 a.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the “Confirmation Hearing”) will be held before the Honorable Kevin Gross, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom #3, Wilmington, Delaware 19801, to consider confirmation of the *Amended Plan of Reorganization of the Debtor Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 119] (as the same may be amended, modified, and/or supplemented, the “Plan”). The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Confirmation Hearing.

ENTITLEMENT TO VOTE ON PLAN

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of Claims²

¹ The Debtor in this chapter 11 case, along with the last four digits of its federal tax identification number, is: Noble Environmental Power, LLC (7076). The Debtor’s principal offices are located at 6 Main Street, Suite 121, Centerbrook, CT 06409.

against the Debtor that are unimpaired by the Plan are deemed to have accepted the Plan and therefore are not entitled to vote on the Plan. Holders of Claims against the Debtor that are impaired by the Plan and that will receive a distribution on account of such Claims are entitled to vote on the Plan. Holders of Equity Interests are deemed to have rejected the Plan and therefore are not entitled to vote. All interested parties, including those ineligible to vote on the Plan, are permitted to object to confirmation of the Plan.

4. November 2, 2016 at 4:00 p.m. (prevailing Eastern Time) has been established by the Bankruptcy Court as the record date (the "Voting Record Date") for determining which creditors are entitled to receive solicitation or notice materials in connection with the Plan.

DEADLINE FOR VOTING ON THE PLAN

5. By the Disclosure Statement Order, the Bankruptcy Court established December 2, 2016 at 4:00 p.m. (prevailing Eastern Time) (the "Voting Deadline") as the deadline by which Ballots accepting or rejecting the Plan must be received. To be counted, your original Ballot must actually be received on or before the Voting Deadline by American Legal Claim Services, LLC (the "Claims and Voting Agent"). Ballots may be sent as follows:

<p>If by regular mail:</p> <p>Noble Claims Center c/o American Legal Claim Services, LLC P.O. Box 23650 Jacksonville, FL 32241-3650</p>	<p>If by courier or overnight delivery:</p> <p>Noble Claims Center c/o American Legal Claim Services, LLC 5985 Richard St., Suite 3 Jacksonville, FL 32216</p>
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Any Ballot transmitted to the Claims and Voting Agent by facsimile or other electronic means shall not be counted.

INJUNCTIONS, RELEASES, AND EXCULPATION

6. The Plan contains certain injunction, release, and exculpation provisions as set forth below.

a. Releases by the Debtor

On the Effective Date, and notwithstanding any other provisions of the Plan, the Debtor and Reorganized NEP, on behalf of themselves and the Estate, shall be deemed to unconditionally release the Released Parties from any and all claims, obligations, suits, judgments, damages, rights, Causes of Action and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, assertable on behalf of or derivative from the Debtor, based in whole or in part upon actions taken solely in their respective capacities described herein or any omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date in any way relating to the Debtor, the Chapter 11 Case, the purchase, sale or rescission of the purchase or sale of any security of the Debtor or Reorganized NEP, the Disclosure Statement, the Plan Support Agreement, the documents included in the Plan Supplement, or the Plan or related agreements, instruments, or other documents, provided, however, that (a) no individual shall be released from any act or omission that constitutes gross

² All capitalized terms used in this Notice but not otherwise defined herein shall have the meanings given to such terms in the Disclosure Statement Order or the Plan, as applicable.

negligence or willful misconduct as determined by a Final Order, (b) except as provided in the last sentence of Article IX.D.1 of the Plan, Reorganized NEP shall not relinquish or waive the right to assert any of the foregoing as a legal or equitable defense or right of set-off or recoupment against any Claims, and (c) the foregoing release applies to the Released Parties solely in their respective capacities described herein. For the avoidance of doubt, the foregoing release includes any and all claims, obligations, suits, judgments, damages, rights, Causes of Action and liabilities against the Lender, including without limitation any legal or equitable defense or right of set-off or recoupment with respect to the Secured Lender Claim.

b. Releases by Holders of Claims

On the Effective Date, and notwithstanding any other provisions of the Plan (other than as provided in Article III.E), (i) each Releasing Party will be deemed to have forever released and covenanted with the Released Parties not to sue or otherwise seek recovery from any Released Party on account of any Claim, including any Claim or Cause of Action based upon tort, breach of contract, violations of federal or state securities laws or otherwise, based upon any act, occurrence, or failure to act from the beginning of time through the Effective Date in any way related to the Debtor or its businesses and affairs and (ii) each Releasing Party will be deemed to have forever released and covenanted with the Released Parties not to assert against any Released Party any Claim, obligation, right, Cause of Action or liability that any holder of a Claim may be entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, or occurrence from the beginning of time through the Effective Date in any way relating to the Debtor, the purchase, sale, or rescission of the purchase or sale of any security of the Debtor or Reorganized NEP, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated under the Plan, the Chapter 11 Case, the documents included in the Plan Supplement, the Plan Support Agreement, the Plan, or the Disclosure Statement or related agreements, instruments or other documents, provided, however, the foregoing release will not (i) apply to obligations arising under the Plan, (ii) be construed to prohibit a party in interest from seeking to enforce the terms of the Plan, and (iii) apply to any act or omission that constitutes gross negligence or willful misconduct as determined by a Final Order. The foregoing releases apply to the Released Parties solely in their respective capacities described in the Plan.

The releases in the Plan shall apply solely to Claims held by or against the Debtor and shall not impair, release, waive, limit or affect any claim held by any Person against any non-debtor affiliate or subsidiary of the Debtor.

c. Exculpation and Injunction

The Debtor and its officers, directors, and retained professionals (including, for the avoidance of doubt, its Professionals) shall have no liability whatsoever to any Entity for any act or omission that occurred prior to, or following, the Petition Date in connection with the Chapter 11 Case, including the preparation, negotiation, and filing of the Plan, the Disclosure Statement, the negotiation of the documents included in the Plan Supplement, the pursuit of approval of the Disclosure Statement or the solicitation of votes for confirmation of the Plan, the Chapter 11 Case, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan, or any transaction contemplated by the Plan or Disclosure Statement or in furtherance thereof except for any act or omission that constitutes willful misconduct or gross negligence as determined by a Final Order. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such parties from liability.

Parties are encouraged to review the Plan and Disclosure Statement for additional information.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

Any objection, comment, or response to confirmation of the Plan (including any supporting memoranda) must be filed with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, on or before **December 2, 2016 at 4:00 p.m. (prevailing Eastern Time)** (the “Confirmation Objection Deadline”) and must (i) be in writing, (ii) state the name and address of the objecting party, (iii) state the amount and nature of the Claim or Equity Interest of such party, (iv) state with particularity the basis and nature of any objection to the Plan, and (v) be served on so as to be received by the following parties on or before the Confirmation Objection Deadline: (a) the Debtor, Noble Environmental Power, LLC, 6 Main Street, Suite 121, Centerbrook, CT 06409, Attention Kay McCall, email: mccalk@noblepower.com, (b) counsel to the Debtor, Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178, Attention: Neil E. Herman and Rachel Jaffe Mauceri, fax: (212) 309-6001, e-mail: neil.herman@morganlewis.com and rachel.mauceri@morganlewis.com, and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attention: Robert S. Brady and Kenneth J. Enos, fax: (302) 571-1253, e-mail: rbrady@ycst.com and kenos@ycst.com, (c) Paragon Noble LLC, 645 Fifth Avenue, 21st Floor, New York, NY 10022, Attention: Marcello Liguori, fax: (212) 303-1772, email: mliguori@msdcapital.com; and (e) the Office of the United States Trustee for the District of Delaware, 844 King St., Suite 2207, Wilmington, Delaware 19801, Attention: Natalie Cox, fax: (302) 573-6497, e-mail: natalie.cox@usdoj.gov.

COPIES OF PLAN AND DISCLOSURE STATEMENT

Copies of the Plan and the Disclosure Statement may be obtained by contacting the Debtor’s Claims and Voting Agent as follows:

<p>If by mail:</p> <p>Noble Claims Center c/o American Legal Claim Services, LLC P.O. Box 23650 Jacksonville, FL 32241-3650</p>	<p>If by telephone: (904) 517-1442</p> <p>If by email: notice@americanlegalclaims.com</p>
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In addition, copies of the Plan and the Disclosure Statement can be accessed (i) via the Claims and Voting Agent’s case-designated website at <http://www.americanlegal.com/noble>, (ii) during regular business hours at the office of the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801; or (iii) at the Bankruptcy Court’s website via PACER at <http://www.pacer.psc.uscourts.gov>.

Dated: November 2, 2016
Wilmington, Delaware

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