Docket #0004 Date Filed: 1/25/2026

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

In re:	Chapter 11
SHANNON WIND, LLC,	Case No. 26-90124 (ARP)
Debtor.[1]	(Emergency Hearing Requested)

DEBTOR'S EMERGENCY *EX PARTE* APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS, NOTICING, AND SOLICITATION AGENT

EMERGENCY RELIEF HAS BEEN REQUESTED. RELIEF IS REQUESTED NOT LATER THAN 3:00 P.M. (PREVAILING CENTRAL TIME) ON JANUARY 28, 2026.

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.

A HEARING WILL BE CONDUCTED ON THIS MATTER ON JANUARY 28, 2026, AT 3:00 P.M. (PREVAILING CENTRAL TIME) IN COURTROOM 400, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. PARTICIPATION AT THE HEARING WILL ONLY BE PERMITTED BY AN AUDIO AND VIDEO CONNECTION. AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE PÉREZ'S CONFERENCE ROOM NUMBER IS 282694. VIDEO COMMUNICATION WILL BE BY USE OF THE GOTOMEETING PLATFORM. CONNECT VIA THE FREE GOTOMEETING APPLICATION OR CLICK THE LINK ON JUDGE PÉREZ'S HOMEPAGE. CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF BOTH ELECTRONIC AND IN-PERSON HEARINGS. TO MAKE YOUR APPEARANCE, CLICK THE "ELECTRONIC APPEARANCE" LINK ON JUDGE PÉREZ'S HOMEPAGE.

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

SELECT THE CASE NAME, COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

Shannon Wind, LLC, as debtor and debtor in possession in the above-captioned chapter 11 case (the "**Debtor**"), files this emergency *ex parte* application (the "**Application**") to employ Kurtzman Carson Consultants LLC dba Verita Global ("**Verita**") as claims, noticing, and solicitation agent and respectfully represents as follows in support of this Application:

RELIEF REQUESTED

1. The Debtor seeks entry of an order, substantially in the form attached hereto (the "**Proposed Order**"), authorizing the Debtor to employ Verita as claims, noticing, and solicitation agent (in such capacity, the "**Claims and Noticing Agent**") in accordance with the terms and conditions set forth in the engagement letter, dated January 23, 2026 (the "**Engagement Letter**"), attached hereto as **Exhibit A**. The Application is supported by the *Declaration of Evan Gershbein in Support of Debtor's Emergency* Ex Parte *Application for Entry of an Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC dba Verita Global as Claims, Noticing, and Solicitation Agent* (the "**Gershbein Declaration**"), attached hereto as **Exhibit B**.

2. Emergency consideration of this Application is requested to effectuate the Debtor's transition into bankruptcy and to immediately begin providing effective notice of pleadings and orders to interested parties.

JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the Southern District of Texas (the "**Court**") has jurisdiction over this Application 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 matter is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy

Procedure (the "**Bankruptcy Rules**"), to the Court's entry of a final order in connection with this Motion.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory and legal predicates for the relief sought herein are 28 U.S.C. § 156(c), 105(a), 327, 328(a), and 1107 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), Bankruptcy Rules 2002(f), 2014(a), and 2016, rules 1075-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "**Local Rules**"), and the *Procedures for Complex Cases in the Southern District of Texas*.

BACKGROUND

6. On January 25, 2026, (the "**Petition Date**") Shannon Wind, LLC commenced the above-styled voluntary case under chapter 11 of title 11 of the Bankruptcy Code. The Debtor is authorized to continue to operate its business and manage its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in this Chapter 11 Case.

7. Additional information regarding the Debtor's business and capital structure and the circumstances leading to the commencement of this Chapter 11 Case is set forth in the *Declaration of John Shepherd in Support of Debtor's Chapter 11 Petition and First Day Relief* (the "**First Day Declaration**"),[2] filed contemporaneously herewith and incorporated herein by reference.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

REQUEST TO EMPLOY VERITA

8. The Debtor requests entry of the Proposed Order authorizing the retention and appointment of Verita as the Claims and Noticing Agent in this Chapter 11 Case to provide the claims, noticing, and solicitation services (the "**Services**") outlined in the Engagement Letter.

9. The Debtor's selection of Verita to act as the Claims and Noticing Agent is appropriate under the circumstances and in the best interest of the estate.

10. Verita's rates are competitive and reasonable. Verita has the expertise required to serve as the claims, noticing, and solicitation agent in this complex chapter 11 case.

11. The Debtor requests that this Court authorize Verita's employment.

COMPENSATION

12. The Debtor requests that Verita's fees and expenses be paid as an administrative expense in the ordinary course of the Debtor's business without further application or order of the Court. Should a dispute develop, the matter will be brought to the Court for resolution. Verita agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred.

13. Verita will provide a monthly invoice to the Debtor, Debtor's counsel, the Office of the United States Trustee for the Southern District of Texas (the "**U.S. Trustee**"), counsel for any official committee of unsecured creditors appointed in this Chapter 11 Case, and any party in interest who specifically requests service of the monthly invoices.

14. The Debtor seeks authorization to provide Verita with a post-petition retainer in the amount of $25,000. Verita will apply these funds in accordance with the Engagement Letter.

INDEMNIFICATION

15. The Debtor has agreed to indemnify Verita as set forth in the Engagement Letter. Notwithstanding anything to the contrary, Verita will not be indemnified for liability arising out of gross negligence, willful misconduct, and certain other matters identified in the proposed order.

DISINTERESTEDNESS

16. Verita has reviewed its conflicts system to determine whether it has any relationships with the Debtor's creditors and parties in interest. Except as disclosed in the Gershbein Declaration, Verita represents that it neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed. To the best of the Debtor's knowledge, Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. Verita agrees that it will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtor requests that the Court grant the relief requested in this Application.

Houston, Texas
Dated: January 25, 2026

/s/ Jarrod B. Martin

BRADLEY ARANT BOULT CUMMINGS LLP
Jarrod B. Martin (TX Bar No. 24070221)
Michael K. Riordan (TX Bar No. 24070502)
600 Travis Street, Suite 5600
Houston, Texas 77060
Telephone: (713) 576- 0300
Facsimile: (713) 547-0301
Email: jbmartin@bradley.com
mriordan@bradley.com

-and-

James Bailey (TX Bar No. 24108289)
1819 Fifth Avenue N.
Birmingham, AL 35203
Telephone: (205) 521-8000
Facsimile: (205) 488-6913
Email: jbailey@bradley.com

Proposed Counsel to the Debtor and Debtor in Possession

CERTIFICATE OF ACCURACY

In accordance with Local Rule 9013-1(i), I hereby certify that the foregoing statements regarding the nature of the emergency with respect to the Debtor is true and accurate to the best of my knowledge.

/s/ Jarrod B. Martin
Jarrod B. Martin

CERTIFICATE OF SERVICE

This Application is being filed *ex parte*. Service will only occur by notice on the Court's CM/ECF system.

/s/ Jarrod B. Martin
Jarrod B. Martin

Exhibit A

Engagement Agreement

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VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 23 day of January 2026, between Shannon Wind, LLC (together with its affiliates and subsidiaries, the "Company"),[1] and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, "Verita"). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "Verita Fee Structure").

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure (attached hereto as Exhibit A) represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company in writing or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered when provided by Verita and deemed accepted after the Company's reasonable opportunity to review such services.

E. The Company acknowledges and agrees that Verita will often take direction from the Company's Chief Restructuring Officer ("CRO") and the Company's agents expressly named in writing by the CRO (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee

[1] The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.

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VERITA AGREEMENT FOR SERVICES

Structure. Verita's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its prices, charges and rates on an annual basis; provided, however, that if any such increase exceeds 8%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes (excluding income taxes of Verita) that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be mutually agreed to in advance and in writing by the Company and Verita.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed $10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company of undisputed amounts due and payable upon demand and prior to the performance of additional services hereunder. If any invoiced amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days; provided, however, that in no event shall such late charges exceed the maximum amount permitted under applicable law. Late charges only accrue on undisputed amounts remaining unpaid after the Retainer (as defined below) is applied. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within twenty (20) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement

and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of $25,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount within thirty (30) days after application and written notice of replenishment. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement and resolution of any invoice dispute, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid and undisputed invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by Verita under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined

herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid. Notwithstanding anything to the contrary in this Agreement, Company shall have the right, in its sole and absolute discretion, to terminate this Agreement at any time in order to pursue any alternative sale process relating to the Company's business, including, without limitation, any sale of the Company's business or assets as a going concern, a situation where a third party agrees to purchase Company's existing secured indebtedness, or otherwise, or upon the effective date of a plan of reorganization or liquidation (such right being a "Special Termination Right"). If exercised, Company shall provide Verita with written notice of its exercise of its Special Termination Right and, upon delivery of such notice, Verita shall discontinue all services to Company unless otherwise mutually agreed in writing by the parties hereto.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

VIII. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the

fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company and Verita shall each notify the other party hereunder in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company or Verita, as applicable, becomes aware of with respect to the services provided by Verita under this Agreement. The Company's total indemnification obligations arising out of this Agreement shall be limited to the total amount paid to Verita under the Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. Verita does not verify the accuracy of information provided by the Company and, with respect to the preparation of schedules and statements, all decisions related to information presented in the schedules and statements are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that, except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

IX. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

X. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

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VERITA AGREEMENT FOR SERVICES

XI. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

KCC/Verita Global, LLC	Shannon Wind, LLC
222 N. Pacific Coast Highway, 3rd Floor	One Vanderbilt Avenue, 24th Floor
El Segundo, CA 90245	New York, New York 10017
Attn: Drake D. Foster	Attn: John Shepherd, CRO
Tel: (310) 823-9000	Tel:(713) 540-4931
Fax: (310) 823-9133	Fax: Not applicable
E-Mail: dfoster@veritaglobal.com	E-mail: john.shepherd@accordion.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XIII. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement, including without limitation that certain Verita Agreement for Services, dated January 22, 206, by and between the parties to this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

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VERITA AGREEMENT FOR SERVICES

XIV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XV. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

Evan J. Gershbein

BY: Evan Gershbein DATE: 25-Jan-2026 | 1:35:24 PM EST
TITLE: EVP, Corporate Restructuring Services

Shannon Wind, LLC

John Shepherd

BY: John Shepherd DATE: 01/24/2026
TITLE: Chief Restructuring Officer

VERITA AGREEMENT FOR SERVICES

EXHIBIT A

Verita Fee Structure

[Attached]

Fee Structure

Consulting Services & Rates[1]

Position	Hourly Rate
Analyst	$24 - $48
The Analyst processes incoming mail, including proofs of claim, ballots, creditor correspondence and returned mail. Also assists with the generation of mailing services.	
Technology/Programming Consultant[2]	$28 - $76
The Technology/Programming Consultant assists with complex system requests, including unique claim/ballot reporting and custom website updates.	
Consultant/Senior Consultant/Director	$52 - $192
The Consultant is the day-to-day contact for mailings, including the preparation and filing of affidavits of service (a critical due process component). He/she also responds to creditor and counsel inquiries, maintains the public access website, identifies actionable pleadings (i.e., claims objections, notices of transfer, withdrawals, etc.) and updates the official claims register. Verita's Consultants average over six years of experience. The Senior Consultant manages the various data collection processes required by the chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports. Verita's Senior Consultants average over seven years of experience. The Director is the primary contact for the company, counsel and other professionals and oversees and supports the entirety of an engagement. Verita's Directors average over twelve years of experience and are generally former practitioners.	
Securities/Solicitation Consultant	$196
The Securities Director/Solicitation Consultant is the day-to-day contact and acts as advisor on transactions including balloting with treatment election, rights offers, exchange offers and complex plan distributions. This position handles service of related materials to banks, brokers and agents and manages tabulation and audit processes, preparing detailed reporting of results. In addition, the Solicitation Consultant provides support on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.	
Securities Director/Solicitation Lead	$200
The Solicitation Lead/Securities Director oversees all activities of the group and provides counsel with respect to solicitation and noticing events ensuring that processes employed are effective and practical for securities depositories, bank, brokers, nominees and their agents. In addition, the Solicitation Lead provides counsel on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.	
Weekend, holidays and overtime	Waived

[1] Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.
[2] Certain technology development fees may be applicable.

Printing & Noticing Services

Service	Fee
Printing	$0.10 per image[3] (volume discounts apply)
Document folding and inserting	Waived
Envelopes	Varies by size
E-mail noticing	Waived[4]
Fax noticing	$0.05 per page
Public Securities Events	Varies by Event
Claim Acknowledgement Card	Waived
Insert creditor information into customized documents	Waived
Newspaper	Quote prior to publishing

Claims Administration & Management Expenses

Service	Fee
License fee and data storage	$0.10 per record per month
Database and system access (unlimited users)	Waived
Custom client reports	Waived
Access to Verita CaseView (secure, password protected)	Waived
Proprietary, secured, password protected portal for unlimited users. Comprehensive case data, including extensive real time analytics on claim, solicitation and processing information. Functionality to run or request customized reports summarizing case analytics	

Verita eServices

Service	Fee
Case website set up & hosting	Waived
Automated updates of case docket and claims register	Waived
Online claims filing (ePOC)	Waived

[3] Print surcharges of $0.05 per image may apply to mailings required to be sent outside of normal business hours (8am – 6pm ET, Monday through Friday, excluding public holidays)
[4] A set-up fee for email services larger than 50 parties may apply. This set-up fee varies depending on the total number of parties

Document Management/Imaging

Service	Fee
Electronic imaging (scanning & bar coding)	$0.10 per imaged page
Virtual Data Room	Quote prior to VDR set-up
CD-ROMS (mass document storage)	Varies upon requirements

Call Center Support Services

Service	Fee
Case-specific voice-mail box for creditors	Waived
Interactive Voice Response (“IVR”)	Set-up and per minute fee waived
Monthly maintenance charge	Waived
Management of call center	Standard hourly rates

Disbursements

Service	Fee
Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges

Exhibit B

Gershbein Declaration

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

In re:	Chapter 11
SHANNON WIND, LLC,	Case No. 26-_____ (___)
Debtor.	(Emergency Hearing Requested)

DECLARATION OF EVAN J. GERSHBEIN IN SUPPORT OF DEBTOR'S EMERGENCY *EX PARTE* APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF VERITA GLOBAL AS CLAIMS, NOTICING, AND SOLICITATION AGENT

I, Evan Gershbein, under penalty of perjury, declare as follows:

1. I am an Executive Vice President of Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), a chapter 11 administrative services firm whose headquarters are located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245. Except as otherwise noted in this declaration (this "**Declaration**"), I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently as follows.

2. I submit this Declaration in support of the *Debtor's Emergency Ex Parte Application for Entry of an Order Authorizing the Employment and Retention of Verita Global as Claims, Noticing, and Solicitation Agent*, filed contemporaneously herewith (the "**Application**").

3. Verita represents the following:

(a) Verita, its members, and employees are not and were not, within two years before the date of the filing of this chapter 11 case, creditors, equity security holders, insiders, or employees of the Debtor;

(b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in this chapter 11 case;

(c) by accepting employment in this chapter 11 case, Verita waives any rights to receive compensation from the United States government in connection with this chapter 11 case;

(d) in its capacity as the Claims and Noticing Agent in this chapter 11 case, Verita will not be an agent of the United States and will not act on behalf of the United States;

(e) Verita will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this chapter 11 case;

(f) Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;

(g) in its capacity as Claims and Noticing Agent in this chapter 11 case, Verita will not intentionally misrepresent any fact to any person;

(h) Verita shall be under the supervision and control of the Office of the Clerk of the Bankruptcy Court (the "**Clerk**") with respect to the receipt and recordation of claims and claim transfers;

(i) Verita will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

(j) none of the services provided by Verita as Claims and Noticing Agent in this chapter 11 case shall be at the expense of the Clerk.

4. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the "**Potential Parties in Interest**") in this chapter 11 case. The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. Verita is not aware of any connection that would present a disqualifying conflict of interest. Should Verita discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to promptly file a supplemental declaration.

5. To the best of my knowledge, neither Verita, nor any of its professionals, has any materially adverse connection to the Debtor, its creditors, or other relevant parties. Verita may

have relationships with certain of the Debtor's creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as Claims and Noticing Agent and/or administrative advisor for another chapter 11 debtor.

6. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("**GCP**") indirectly acquired a controlling equity interest in Verita (the "**Acquisition**"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("**JPMIM**"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "**Board**") of Verita's ultimate parent company, KCC Parent LLC ("**Parent**"). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

7. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita's parent entities, affiliates, and subsidiaries and (ii) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as set forth in the list most recently provided to by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections.

8. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in

the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

9. I believe that Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

10. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Dated: January 25, 2026

Evan J. Gershbein
Evan J. Gershbein
EVP, Corporate Restructuring Services

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

In re:	Chapter 11
SHANNON WIND, LLC,	Case No. 26-90124 (ARP)
Debtor.[1]	

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS, NOTICING, AND SOLICITATION AGENT

The Court has considered the Debtor's application (the "**Application**")[2] to employ Kurtzman Carson Consultants, LLC dba Verita Global ("**Verita**") as its claims, noticing, and solicitation agent in this case. The Court finds that *ex parte* relief is appropriate. The Court orders:

1. The Debtor is authorized to employ Verita under the terms of the engagement letter, dated January 23, 2026 (the "**Engagement Letter**"), attached to the Application as modified by this Order.

2. Verita is authorized and directed to perform the ("**Services**") as described in the Application, the Engagement Letter, and this Order. If a conflict exists, this Order controls.

3. The Clerk of the Court (the "**Clerk**") shall provide Verita with Electronic Case Filing ("**ECF**") credentials that allow Verita to receive ECF notifications, file certificates and/or affidavits of service.

4. Verita is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in this case. Verita shall maintain the official Claims Register in this case. Verita must make complete copies of all proofs of claim available to the public electronically without charge. Proofs of claim and all attachments may be redacted only as ordered by the Court.

5. Verita must not transmit or utilize the data obtained by Verita from the Debtor in connection with this bankruptcy case in exchange for direct or indirect compensation from any person other than the Debtor.

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[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

6. Verita shall provide the Clerk with a certified duplicate of the official Claims Register upon request.

7. Verita shall provide (i) an electronic interface for filing proofs of claim in this case; and (ii) a post office box or street mailing address for the receipt of proofs of claim sent by United States Mail or overnight delivery.

8. Verita is authorized to take such other actions as are necessary to comply with all duties and provide the Services as set forth in the Application and the Engagement Letter.

9. Verita shall provide detailed invoices setting forth the services provided and the rates charged on a monthly basis to the Debtor, Debtor's counsel, the Office of the United States Trustee, counsel for any official committee, and any party in interest who specifically requests service of the monthly invoices in writing.

10. Verita shall not be required to file fee applications. Upon receipt of Verita's invoices, the Debtor is authorized to compensate and reimburse Verita for all undisputed amounts in the ordinary course in accordance with the terms of the Engagement Letter. All amounts due to Verita will be treated as § 503(b) administrative expenses. The Debtor is authorized to provide Verita a $25,000 advance retainer. Verita may apply its advance in accordance with the Engagement Letter and the terms of this Order.

11. The Debtor shall indemnify Verita under the terms of the Engagement Letter, as modified and limited by this Order. Notwithstanding the foregoing, Verita is not indemnified for, and may not receive any contribution or reimbursement with respect to:

a. For matters or services arising before this case is closed, any matter or service not approved by an order of this Court.

b. Any matter that is determined by a final order of a court of competent jurisdiction that arises from (i) Verita's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty; (ii) a contractual dispute if the Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) any situation in which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp*., 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002). No matter governed by this paragraph may be settled without this Court's approval.

c. This paragraph does not preclude Verita from seeking an order from this Court requiring the advancement of indemnity, contribution, or reimbursement obligations in accordance with applicable law.

12. Verita shall not cease providing services during this chapter 11 case for any reason, including nonpayment, without an order of the Court. In the event Verita is unable to provide the Services set out in this Order and/or the Engagement Letter, Verita will immediately notify the

Clerk and the Debtor's attorney and cause all original proofs of claim and data turned over to such persons as directed by the Court.

13. After entry of an order terminating Verita's services, Verita shall deliver to the Clerk an electronic copy in pdf format of all proofs of claim. Once the electronic copy has been received by the Clerk, Verita may destroy all proofs of claim in its possession sixty days after filing a Notice of Intent to Destroy on the Court's docket.

14. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of Verita's services may be altered only on further order of this Court.

SIGNED: _____ 2026

ALFREDO R. PÉREZ
UNITED STATES BANKRUPTCY JUDGE