Docket #0009 Date Filed: 1/26/2026

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 MOTION FOR INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTOR TO PAY (A) CRITICAL VENDOR CLAIMS AND (B) LIEN CLAIMS AND (II) GRANTING RELATED RELIEF

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

[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.

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PÉREZ'S HOMEPAGE. 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**"), respectfully represents as follows:

RELIEF REQUESTED

1. By this Motion (the "**Motion**"), Shannon Wind, LLC (the "**Debtor**"), seeks entry of interim and final orders, substantially in the forms attached hereto (collectively, the "**Proposed Orders**"): (a) authorizing, but not directing, the Debtor to pay certain prepetition Critical Vendor Claims (as defined below) in an amount not to exceed (i) $80,000 to be used to satisfy Critical Vendor Claims and Lien Claims that will become due during the period between the Petition Date and the final hearing on the Motion (estimated to be 30 days after the Petition Date) (the "**Interim Period**") and (ii) $110,000 in the aggregate upon entry of the Proposed Final Order (collectively, the ("**Critical Vendor Cap**"); (b) authorizing, but not directing, the Debtor to pay certain prepetition Lien Claims (as defined below) in an amount not to exceed (i) up to $15,000 during the Interim Period and (ii) $30,000 on a final basis in the aggregate upon entry of the Proposed Final Order (collectively, the "**Lien Claim Cap**", and together with the applicable Critical Vendor Cap, the "**Trade Claim Cap**"); and (c) granting related relief.

2. A proposed forms of an interim order (the "**Proposed Interim Order**") granting the relief requested herein are annexed hereto as **Exhibit A**.

JURISDICTION AND VENUE

3. The Court has jurisdiction and authority to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

A. Case Background

4. On January 25, 2026 (the "**Petition Date**"), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, thereby commencing the instant case (the "**Chapter 11 Case**"). The Debtor continues to manage and operate its assets as debtor-in-possession under Bankruptcy Code §§ 1107 and 1108.

5. No trustee, examiner, or official committee has been appointed in the Chapter 11 Case.

6. 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 filed the *Declaration of John Shepherd in Support of Chapter 11 Petition and First Day Pleadings* (the "**First Day Declaration**")[2], filed contemporaneously herewith and incorporated herein by reference.

B. Critical Vendor Background

7. As described in more detail in the First Day Declaration, the Debtor owns a 204.1 MW wind farm in Clay County, Texas (the "**Project**") comprised of 119 wind turbines. The Debtor has no employees other than its Chief Restructuring Officer, John Shepherd.

8. In order to maintain cost effective and skilled operation of the Project, the Debtor, in the ordinary course of business, relies on a small number of critical vendors to provide the Debtor with essential services, goods, and materials to operate the Project and deliver power to the market. These vendors (the "**Critical Vendors**") include Consolidated Asset Management Services ("**CAMS**") and Tenaska Power Services Co. ("**Tenaska**").

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

9. CAMS provides the Debtor the primary asset management services for the Project pursuant to that certain Asset Management Agreement dated March 4, 2022, essentially managing the Project on a day-to-day basis and maintaining the Debtor's compliance with regulatory organizations and various transactional counterparties and documents.

10. Tenaska acts as the exclusive qualified scheduling entity and energy manager for the Debtor. Among other things, Tenaska manages all operational functions with the Electric Reliability Council of Texas ("**ERCOT**").

11. The Debtor is in negotiations with the Critical Vendors regarding continuation of their commercial relationships during the Chapter 11 Case, but it is possible that one or more Critical Vendors might refuse to continue doing business with the Debtor if not paid for outstanding prepetition amounts (the "**Critical Vendor Claims**").

12. As the Debtor has no employees aside from the CRO, the Debtor is entirely reliant on its Critical Vendors for the operation and management of the Project and deliver of produced power to the market. Interruption to the Debtor's operations from losing the services of the Critical Vendors could have disastrous and value-destructive consequences on the Debtor and the Project to the detriment of all stakeholders. Operation of the Project would immediately cease until the Debtor can find a replacement vendor to fill the applicable Critical Vendor's role and such replacement vendor gets up to speed with the Project. Moreover, the Debtor has contractual obligations to deliver power in the day ahead market to the grid through Tenaska's marketing services and failure to fulfill these obligations due to the loss of a Critical Vendor may give rise to significant post-petition contractual claims against the Debtor and estate.

13. Further, there is no guarantee that another vendor could be found to fill a Critical Vendor's role on similar or better terms. By contrast, continuing key business relationships

throughout this Chapter 11 Case will help to preserve the value of the Debtor's estate as it seeks to stabilize its business and pursue an asset sale under Bankruptcy Code section 363 to maximize value to the estate and its creditors.

14. The Debtor seeks authority to pay Critical Vendor Claims in an amount not to exceed (i) $80,000 to be used to satisfy Critical Vendor Claims that will become due during the Interim Period and (ii) $110,000 in the aggregate upon entry of the Proposed Final Order, which includes prepetition amounts owed by the Debtor to Critical Vendors and amounts permitted under the Proposed Interim Order.

C. Lien Claimants

15. The Debtor, directly and indirectly through contractors, does business in the ordinary course with providers of goods, services, or materials that may be able to assert a variety of statutory, common law, or possessory liens against the Debtor's assets (the "**Lien Claimants**", and collectively with the Critical Vendors, the "**Trade Claimants**") if the Debtor fails to pay the claims of such Lien Claimants (the "**Lien Claims**", and collectively with the Critical Vendor Claims, the "**Trade Claims**") for certain goods or materials delivered or services rendered.

16. Under certain non-bankruptcy laws, the Lien Claimants may be able to assert liens on goods in their possession or on property they improved, as applicable, to secure payment of the charges or expenses incurred in connection with these prepetition obligations. The Lien Claimants' possession and retention of the Debtor's goods and supplies, or enforcement of a mechanic's lien, would likely disrupt the Debtor's operations and the Debtor's anticipated sale process and affect the Debtor's ability to administer this Chapter 11 Case efficiently. The cost of such disruption to the Debtor's estate in many cases would likely be greater than the applicable Lien Claims.

17. The Debtor is not aware of any prepetition Lien Claims as of the date of this filing,

but as Bankruptcy Code sections 362(b)(3) and 546(b) potentially permit a Lien Claimant to perfect certain liens after the Petition Date, the Debtor seeks authority, but not direction, to pay the Lien Claims, if any, that the Debtor believes have created, or could give rise to, a lien against the Debtor's property, regardless of whether the applicable Lien Claimants have already perfected their interests, in an amount up to $15,000 on an interim basis and $30,000 on a final basis in the aggregate upon entry of the Proposed Final Order, which includes prepetition amounts owed by the Debtor to Lien Claimants and amounts permitted under the Proposed Interim Order (collectively, the "**Lien Claim Cap**", and together with the applicable Critical Vendor Cap, the "**Trade Claim Cap**").

D. Customary Trade Terms

18. In exchange for payment of the Trade Claims, the Debtor will use all appropriate and commercially reasonable efforts to require the Trade Claimants to provide trade terms on the same terms or better terms as compared to those in place in the two (2) years prior to the Petition Date (the "**Customary Trade Terms**"). Thus, where appropriate, the Debtor seeks authority, but not direction, to require as a condition to payment of a Trade Claim that the applicable Trade Claimant (including a Trade Claimant whose Trade Claim may be entitled to priority under section 503(b)(9) of the Bankruptcy Code) enter into trade agreements, substantially in the form attached hereto as **Exhibit B** (each, a "**Trade Agreement**"). A Trade Agreement, once agreed to and accepted by a Trade Claimant, will be a legally binding contractual relationship between the parties governing the commercial trade relationship as provided therein. The Debtor will evaluate whether a requesting vendor is eligible for Trade Claimant status based on the analysis and factors detailed above and will oversee the Trade Agreement execution process.

19. The Debtor also seeks authority to pay Trade Claims in the event no Trade

Agreement is executed or if the Debtor determines, in its business judgment, that a formal Trade Agreement is prohibitive or unnecessary to provide for the continued provision of goods or services on a postpetition basis.

20. If a Trade Claimant accepts payment pursuant to the relief requested by this Motion and thereafter does not continue to provide the applicable goods, materials, or services to the Debtor on Customary Trade Terms, then, subject to such Trade Claimant's right to file an objection with the Bankruptcy Court within 14 days of a notice of non-performance: (i) such payment by the Debtor to such Trade Claimant may be deemed to be an improper postpetition transfer on account of a prepetition claim and, therefore, immediately recoverable by the Debtor in cash upon written request; (ii) upon recovery by the Debtor of such payment, any prepetition Trade Claim of such Trade Claimant shall be reinstated as if the payment by the Debtor had not been made in the first instance; and (iii) if there exists an outstanding postpetition balance due from the Debtor to such Trade Claimant, then the Debtor may elect to recharacterize and apply any payment made by the Debtor to such Trade Claimant pursuant to the relief requested by this Motion to such outstanding postpetition balance, and such Trade Claimant will be required to repay to the Debtor such paid amounts exceeding the postpetition obligations then outstanding from the Debtor to such Trade Claimant without the right of any setoff, claims, provisions for payment of any claims, or otherwise. The Debtor proposes that, as a further condition to receiving payment of a Trade Claim, a Trade Claimant must agree to take all necessary actions to remove any lien at such Trade Claimant's sole expense.

RELIEF REQUESTED

21. By this Motion, pursuant to Bankruptcy Code sections 105(a), 363(b), and 503(b), Bankruptcy Rules 6003 and 6004, and Local Rule 9013-1, the Debtor requests entry of the

Proposed Orders authorizing the Debtor to pay prepetition Trade Claims as set forth in greater detail herein and in the Proposed Orders.

THE REQUESTED RELIEF SHOULD BE GRANTED

A. Payment of Critical Vendor Claims Is Warranted and Should Be Approved

22. Payment of Critical Vendor Claims is critical to the protection of the Debtor's business operations. The Court may grant the relief requested herein pursuant to section 363(b) of the Bankruptcy Code, which provides, in relevant part, that "[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Courts in the Fifth Circuit have granted a debtor's request to use property of the estate outside of the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code upon a finding that such use is supported by sound business reasons.[3]

23. In addition, the Court has authority, pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, to authorize the relief requested herein because such relief is necessary for the Debtor to carry out its duties under section 1107(a) of the Bankruptcy Code. Section 1107(a) of the Bankruptcy Code "contains an implied duty of the debtor-in-possession to 'protect and preserve the estate, including an operating business' going-concern value.'" *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R.

[3] *See, e.g.*, *Black v. Shor (In re BNP Petroleum Corp.)*, 642 F. App'x 429, 434–35 (5th Cir. 2016) (noting that section 363 "requires that a sale of the estate's assets be supported by an articulated business justification, good business judgment, or sound business reasons") (internal quotation and citation omitted); *Inst. Creditors of Cont'l Air Lines, Inc. v. Cont'l Air Lines, Inc. (In re Cont'l Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986) ("[F]or the debtor-in- possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.") (internal citation omitted); *see also In re Crutcher Res. Corp.*, 72 B.R. 628, 631 (Bankr. N.D. Tex. 1987) ("A Bankruptcy Judge has considerable discretion in approving a § 363(b) sale of property of the estate other than in the ordinary course of business, but the movant must articulate some business justification for the sale."); *In re Terrace Gardens Park P'ship*, 96 B.R. 707, 714 (Bankr. W.D. Tex. 1989) ("[T]here must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.") (internal citation omitted).

487, 497 (Bankr. N.D. Tex. 2002)). Under section 105(a) of the Bankruptcy Code, "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a); *see CoServ*, 273 B.R. at 491–93 & n.6 (holding that sections 105 and 1107 of the Bankruptcy Code provide authority for a debtor-in-possession to pay prepetition claims); *see also In re Tusa-Expo Holdings, Inc.*, No. 08-45057-DML-11, 2008 WL 4857954, at *1 (Bankr. N.D. Tex. Nov. 7, 2008); *In re CEI Roofing*, 315 B.R. at 56.

24. Moreover, Bankruptcy Rule 6003 implies that the payment of prepetition obligations may be permissible within the first 21 days of a case where doing so is "needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003. Accordingly, the Bankruptcy Code authorizes the postpetition payment of prepetition claims where, as here, such payments are critical to preserving the going concern value of the debtor's estate. Courts in this district and others have granted authority for debtors to pay similar obligations as those sought to be paid hereunder as a routine matter in similar cases.[4] Similar relief is also appropriate here.

B. Payment of Lien Claims Is Warranted and Should Be Approved

25. The Debtor also has a valid business purpose for paying the Lien Claimants. In the ordinary course, the Debtor does business directly or indirectly through contractors with a number of vendors that may be able to assert a variety of statutory, common law, or possessory liens against the Debtor and its property if the Debtor fails to pay for certain services rendered or goods or materials delivered. Under certain non-bankruptcy laws, the Lien Claimants may be able to assert

[4] *See, e.g.*, *In re TPI Composites, Inc.*, No. 25-34655 (CML) (Bankr. S.D. Tex. Sept. 8, 2025) (Docket No. 170) (authorizing the debtors to pay certain prepetition critical vendor and non-U.S. vendor claims); *In re Everstream Solutions LLC*, No. 25-90144 (CML) (Bankr. S.D. Tex. June 6, 2025) (Docket No. 183); *In re Steward Health Care System LLC*, No. 24-90213 (CML) (Bankr. S.D. Tex. June 3, 2024) (Docket No. 612); *In re Serta Simmons Bedding, LLC*, No. 23-90020 (DRJ) (Bankr. S.D. Tex. Feb. 26, 2023) (Docket No. 369) (same); *In re Core Sci., Inc.*, No. 22- 90341 (DRJ) (Bankr. S.D. Tex. Jan. 23, 2023) (Docket No. 333) (same); *In re Talen Energy Supply, LLC*, No. 22-90054 (MI) (Bankr. S.D. Tex. June 8, 2022) (Docket No. 464) (same).

liens on goods or material in their possession or on property they improved, as applicable, to secure payment of the charges or expenses incurred in connection with these prepetition obligations. In the event these claims remain unpaid, the Lien Claimants could attempt to assert liens or otherwise impede the Debtor's use of property until their claims are satisfied and their liens redeemed. The Lien Claimants' possession and retention of the Debtor's goods and supplies, or enforcement of a mechanic's lien, would disrupt the Debtor's operations and affect the Debtor's ability to efficiently administer this Chapter 11 Case. The cost of such disruption to the Debtor's estate, in many cases, would likely be greater than the applicable Lien Claims.

26. Further, the Lien Claims are secured claims to the extent they have validly perfected security interests. As such, they are entitled to the full value of their secured claims under any chapter 11 plan. Authorization to pay the Lien Claims as a result of this Motion impacts only the timing of their payment, not whether they are paid at all. Allowing the Debtor to pay the Lien Claims earlier rather than later ultimately does not impact the recovery of the Debtor's stakeholders, but does avoid potential disruptions to the Debtor's business and liens being placed upon Debtor's property, creating complications for this Chapter 11 Case.

27. Courts in this district and in other jurisdictions regularly authorize chapter 11 debtors to pay prepetition claims to lien claimants.[5] Similar relief is also appropriate here.

[5] *See, e.g.*, *In re TPI Composites, Inc.*, No. 25- 34655 (CML) (Bankr. S.D. Tex. Sept. 8, 2025) (Docket No. 170) (authorizing the debtors to pay certain prepetition critical vendor and non-U.S. vendor claims); *In re Everstream Solutions LLC*, No. 25-90144 (CML) (Bankr. S.D. Tex. June 6, 2025) (Docket No. 183); *In re Steward Health Care System LLC*, No. 24-90213 (CML) (Bankr. S.D. Tex. June 3, 2024) (Docket No. 612); *In re Serta Simmons Bedding, LLC*, No. 23-90020 (DRJ) (Bankr. S.D. Tex. Feb. 26, 2023) (Docket No. 369); *In re Core Sci., Inc.*, No. 22-90341 (DRJ) (Bankr. S.D. Tex. Jan. 23, 2023) (Docket No. 333); *In re Talen Energy Supply, LLC*, No. 22-90054 (MI) (Bankr. S.D. Tex. June 8, 2022) (Docket No. 464).

C. The Relief Sought in This Motion is an Exercise of the Debtor's Sound Business Judgment; Authorizing the Debtor to Require Customary Trade Terms Will Benefit the Estate

28. The relief requested by this Motion represents the exercise of the Debtor's sound business judgment, is necessary to avoid immediate and irreparable harm to the Debtor's estate, and is justified under sections 363(b) and 105(a) of the Bankruptcy Code. The Debtor and its advisors have reviewed each of the Debtor's vendors with an eye toward each vendor's importance to the Debtor's operational viability. As described above, due to the unique nature of the Debtor's business and lack of employees, the Debtor is almost entirely reliant on Trade Claimants for day-to-day operation of the Project, and its Trade Claimants have deep knowledge and experience with the Project that would render it very difficult if not impossible to find and onboard a comparable replacement during the pendency of the Chapter 11 Case. A loss of any one of the Critical Vendors could hinder the Debtor's ability to generate revenue during pendency of this Chapter 11 Case. Maintaining its relationships with the Critical Vendors is therefore essential to the success of the Debtor's restructuring efforts. Accordingly, authorizing the Debtor to pay prepetition amounts related to Critical Vendor Claims is in the best interests of the Debtor, its estate, and all stakeholders.

29. The relief requested in this Motion will also allow the Debtor to require that the Trade Claimants continue providing services , goods, and materials to the Debtor on Customary Trade Terms. Absent such relief, Trade Claimants may have no incentive to continue providing the Debtor with trade credit , and the Debtor expects that one or more vendors may stop providing goods and services altogether upon a single missed or late payment. Such results could be catastrophic for the Debtor, its estate, and all stakeholders. In contrast, the preservation of working capital through the retention or reinstatement of trade credit in sufficient amounts and on favorable terms will conserve liquidity, stabilize the Debtor's business operations, and facilitate its ability to

maximize value. The retention and reinstatement of Customary Trade Terms will enable the Debtor mitigate the uncertainty caused by the commencement of this Chapter 11 Case.

30. Given the nature of the services provided by the Trade Claimants, the consequences if the Trade Claimants cease providing such services to the Debtor, and the resulting loss of value to the Debtor's estate, the relief requested herein is necessary and appropriate. Failure to authorize the Debtor to pay Trade Claims as provided herein would jeopardize the Debtor's chapter 11 restructuring strategy and, ultimately, the success of this Chapter 11 Case. Indeed, the Debtor submits that ***all*** of the Debtor's creditors will benefit if the Court grants the requested relief. A disruption to the services, goods, and materials provided by Trade Claimants could disrupt relationships with customers and erode the value of the Debtor's estate. The resulting harm to the Debtor's estate would undoubtedly far exceed the Trade Claim Cap.

D. Payment of Trade Claims Is in Furtherance of the Debtor's Fiduciary Duties

31. The Debtor, operating its business as debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code, is a fiduciary "holding the bankruptcy estate and operating the business for the benefit of its creditors and (if the value justifies) equity owners." *See CoServ*, 273 B.R. at 497. The duty "to protect and preserve the estate, including an operating business's going-concern value" is implicit in the duties of a chapter 11 debtor in possession. *Id.*

32. Courts have noted instances in which debtors may fulfill their fiduciary duties only "by the preplan satisfaction of a prepetition claim." *Id.* The *CoServ* court specifically noted that the preplan satisfaction of prepetition claims would be a valid exercise of a debtor's fiduciary duties when the payment "is the only means to effect a substantial enhancement of the estate," and also when the payment was to the "sole suppliers of a given product." *Id.* at 497–98. Courts in the Fifth Circuit, including the Southern District of Texas, have followed *CoServ*'s threepart test to determine whether the prepetition claim of a critical vendor may be paid by a debtor outside of the

chapter 11 plan process on a postpetition basis. *See e.g.*, *In re Scotia Dev., LLC*, No. 07-20027, 2007 WL 2788840, at *2 (Bankr. S.D. Tex. Sept. 21, 2007); *see also In re Mirant Corp.*, 296 B.R. 427, 429 (Bankr. N.D. Tex. 2003).

33. The *CoServ* court provided a three-pronged test for determining whether a preplan payment on account of a prepetition claim was a valid exercise of a debtor's fiduciary duty. First, it must be critical that the debtor deal with the claimant. *See CoServ*, 273 B.R. at 498. Second, unless it deals with the claimant, the debtor risks the probability of harm or, alternatively, loss of economic advantage to the estate or the debtor's going concern value, which is disproportionate to the amount of the claimant's prepetition claim. *Id.* Third, there is no practical or legal alternative by which the debtor can deal with the claimant other than by payment of the claim. *Id.* at 499. Accordingly, the Bankruptcy Code authorizes the postpetition payment of prepetition claims where, as here, such payments are critical to preserving the going-concern value of a debtor's estate.

34. Payment of Trade Claims meets each element of the standard articulated by the court in *CoServ*. The failure to timely pay Trade Claims could jeopardize the Debtor's ability to generate revenue during the pendency of this Chapter 11 Case and diminish the value of the Debtor's estate. The harm and economic disruption that would stem from the failure to timely pay Trade Claims is grossly disproportionate to the amount of the prepetition claims that would have to be paid. Finally, with respect to each of the classes of Trade Claims, the Debtor has determined that no practical or legal alternative to payment of Trade Claims exists, and continued partnership with Trade Claimants is necessary to avoid significant diminution in value of the Debtor's estate. The Debtor can only meet its fiduciary duties as debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code through payment of Trade Claims.

E. Applicable Financial Institutions Should Be Authorized to Receive, Process, Honor, and Pay Checks Issued and Transfers Requested to Pay Trade Claims

35. The Debtor further requests that the Court authorize applicable financial institutions (the "**Banks**") to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by or on behalf of the Debtor relating to the Trade Claims to the extent that sufficient funds are on deposit and standing in the Debtor's credit in the applicable bank accounts to cover such payment. The Debtor represents that these checks are drawn on identifiable disbursement accounts and can be readily identified as relating directly to the authorized payment of the Trade Claims. Accordingly, the Debtor believes that checks other than those relating to authorized payments will not be honored inadvertently. Any such financial institution may rely on the representations of the Debtor as to which checks are issued or wire transfers are made (or, as applicable, requested to be issued or made) and authorized to be paid in accordance with this Motion without any duty of further inquiry. The Debtor also seeks authority, but not direction, to issue new postpetition checks or effect new postpetition electronic funds transfers in replacement of any checks or funds transfer requests on account of Trade Claims that are dishonored or rejected as a result of the commencement of the Debtor's Chapter 11 Case.

F. The Debtor Has Satisfied Bankruptcy Rule 6003(a)

36. Pursuant to Bankruptcy Local Rule 9013-1, the Debtor respectfully requests emergency consideration of this Motion under Bankruptcy Rule 6003. Bankruptcy Rule 6003(a) provides that, to the extent relief is needed to avoid immediate and irreparable harm, a bankruptcy court may issue an order granting a motion to "use, sell, or lease property of the estate, including a motion to pay all or a part of a claim that arose before the petition was filed" or a motion to "incur any other obligation regarding the property of the estate" prior to 21 days after the Petition

Date. Fed. R. Bankr. P. 6003(a). As explained above and in the First Day Declaration, the Debtor would suffer immediate and irreparable harm if the relief sought herein is not promptly granted. Accordingly, the Debtor submits that the relief requested herein is needed to avoid immediate and irreparable harm, and, therefore, Bankruptcy Rule 6003 is satisfied.

G. The Debtor's Compliance with Bankruptcy Rule 6004(a) and 6004(h)

37. To implement the foregoing successfully, the Debtor requests that the Court find that notice of the Motion is adequate under Bankruptcy Rule 6004(a) and waive the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As explained above, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtor and its estate. Accordingly, ample cause exists to justify finding that the notice requirements under Bankruptcy Rule 6004(a) have been satisfied and to grant a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

RESERVATION OF RIGHTS

38. Nothing contained herein or any action taken pursuant to relief requested is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtor's or any other party in interest's rights under the Bankruptcy Code, or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor's estates. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's

order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtor or any other party in interest's rights to dispute such claim subsequently.

NOTICE

39. Notice of this Motion has been or will be provided to: (a) counsel for the U.S. Trustee; (b) counsel for the United States District Attorney's Office for the Southern District of Texas; (c) those creditors holding the twenty largest unsecured claims against the Debtor's estate; (d) Claimant Firms[6]; (e) counsel to Citigroup Energy Inc. and Citibank, N.A., Attn: Jennifer Hardy (JHardy2@willkie.com); (f) Wilmington Trust, N.A; (g) Lotus Infrastructure Partners; (h) Berkshire Hathaway Energy; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE the Debtor respectfully requests entry of the Proposed Interim Order and Proposed Final Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

[6] As defined in the *Debtor's Emergency Motion for an Order (I) Approving Notice Procedures for Litigation Claimants; and (II) Approving Form and Notice of Commencement of this Case* filed contemporaneously with this motion.

January 26, 2026
Houston, Texas

Respectfully submitted,

/s/ Jarrod B. Martin

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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 are true and accurate to the best of my knowledge.

/s/ *Jarrod B. Martin*
Jarrod B. Martin

CERTIFICATE OF SERVICE

I certify that on the date hereof, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ *Jarrod B. Martin*
Jarrod B. Martin

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]	

INTERIM ORDER (I) AUTHORIZING DEBTOR TO PAY (A) CRITICAL VENDOR CLAIMS AND (B) LIEN CLAIMS AND (II) GRANTING RELATED RELIEF

Upon the motion, (the "**Motion**")[2] of Shannon Wind, LLC (the "**Debtor**"), as debtor and debtor in possession in the above-captioned chapter 11 case, for entry of interim and final orders, pursuant to sections 105(a), 363(b), and 503(b) of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Bankruptcy Local Rule 9013-1, (i) authorizing the Debtor to pay Trade Claims in an amount not to exceed the Trade Claim Cap absent further order of the Court, and (ii) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction and authority to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and 1334(b); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and upon

[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 not defined herein have the meaning ascribed to them in the Motion.

consideration of the First Day Declaration; and upon any hearing held on the Motion; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor and its estate as contemplated by Bankruptcy Rule 6003 and is in the best interests of the Debtor and its estate and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. Subject to the limitations contained in this Interim Order, the Debtor is authorized, but not directed, to pay and honor all prepetition obligations on account of the: (a) Critical Vendor Claims in an aggregate amount not to exceed $80,000; and (b) Lien Claims in an aggregate amount not to exceed $15,000, in each case, as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders as defined herein) pending entry of the Final Order.

2. Notwithstanding anything to the contrary contained in this Interim Order, any payment made or to be made pursuant to the authority granted herein, and any authorization contained herein, shall be subject to and in accordance with any interim and final orders, as applicable, entered by the Court approving the Debtor's use of cash collateral (such orders, the "Cash Collateral Orders") and any Approved Budget in connection with any use of cash collateral authorized therein (subject to any permitted variances). To the extent there is any inconsistency between the terms of the Cash Collateral Orders and any action taken or proposed to be taken under this Interim Order, the terms of the Cash Collateral Orders shall control. Nothing in the

Motion or this Interim Order shall constitute a waiver or substitution of any consent right required under the Cash Collateral Orders.

3. Notwithstanding anything herein to the contrary, the Debtor is not authorized to pay claims of "insider[s]" (as that term is defined in section 101(31) of the Bankruptcy Code), or "professional persons" (as that phrase appears in section 327(a) of the Bankruptcy Code) without the further order of the Court.

4. The Debtor shall maintain a matrix/schedule of payments made pursuant to this Interim Order (the "**Vendor Matrix**"), including the following information: (i) the name of the payee; (ii) the amount of the payment; (iii) the category or type of payment, as further described and classified in the Motion; and (iv) the payment date. The Debtor shall provide a copy of such Vendor Matrix on a confidential basis to the U.S. Trustee, counsel to Citigroup Energy Inc., and on a professionals' eyes only basis, to counsel to any statutory committee appointed in these chapter 11 cases by the last day of each month beginning on the last day of the first full month following the Petition Date. The Debtor shall not be required to file or publish the Vendor Matrix.

5. As a condition to receiving payments under this Interim Order any Trade Claimant shall (i) agree to continue or recommence supplying goods, materials, or services to the Debtor consistent with the Customary Trade Terms and (ii) agree that it shall not be permitted to cancel any contract, agreement, or arrangement pursuant to which it provides such goods, materials, or services to the Debtor during the course of this chapter 11 case; *provided* that the Debtor continues to pay for such goods, materials, or services and are not otherwise in breach of such contract or agreement.

6. Any party that accepts payments from the Debtor on account of a Trade Claim (including Critical Vendor Claims) shall be deemed to have (i) agreed to the terms and provisions

of this Interim Order and (ii) submitted to the jurisdiction of this Court with respect to such terms and provisions. Notwithstanding anything to the contrary herein, prior to making any payment pursuant to this Interim Order, the Debtor shall provide such Trade Claimant with a copy of this Interim Order (unless previously provided to such Trade Claimant).

7. Any payments with respect to Trade Claims hereunder shall first be used to satisfy any allowed claim of the applicable Trade Claimant that is entitled to priority under section 503(b)(9) of the Bankruptcy Code, and thereafter to satisfy the applicable Trade Claimant's general unsecured claim(s).

8. The Debtor is further authorized, but not directed, to condition payment of a Trade Claim upon the applicable Trade Claimant's entry into a Trade Agreement substantially in the form attached to the Motion as **Exhibit B**; *provided* that the Debtor is authorized to pay Trade Claims in the event no Trade Agreement is executed if the Debtor determines, in the exercise of its reasonable business judgment, that a formal Trade Agreement is prohibitive or unnecessary. The Debtor is authorized to negotiate, modify, or amend the form of Trade Agreement in their reasonable business judgment.

9. If, after receiving notification of this Interim Order and the disgorgement procedures ("**Disgorgement Procedures**") (as set forth in this Paragraph 8), a Trade Claimant accepts payment pursuant to the relief requested by this Interim Order and, thereafter, does not continue to provide goods or services on Customary Trade Terms (regardless of whether a Trade Agreement has been executed), 14 days after receipt by the Trade Claimant of a notice of nonperformance from the Debtor, if no objection with this Court has been filed: (i) such payment shall be deemed by the Debtor to be an improper postpetition transfer on account of a prepetition claim and, therefore, will be immediately recoverable by the Debtor in cash upon written request;

(ii) upon recovery by the Debtor of such payment, any prepetition claim of such Trade Claimant previously satisfied by the disgorged payment shall be reinstated as if the payment by the Debtor had not been made in the first instance; and (iii) if there exists an outstanding postpetition balance due from the Debtor to such Trade Claimant, then the Debtors may elect to recharacterize and apply any payment made by the Debtor to such Trade Claimant to such outstanding postpetition balance, and such Trade Claimant shall be required to repay to the Debtor such paid amounts exceeding the postpetition obligations then outstanding from the Debtors to such Trade Claimant without the right of any setoff, claims, provisions for payment of any claims, or otherwise.

10. Nothing herein shall impair or prejudice the Debtor's or any other party in interest's ability to contest the extent, perfection, priority, validity, or amount of any Trade Claim.

11. Nothing in the Motion or this Interim Order shall be deemed to authorize the Debtor to accelerate any payments not otherwise due prior to the date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis (the "**Final Hearing**").

12. Each of the Banks at which the Debtor maintains its accounts relating to the payment of the Trade Claims are authorized to (i) receive, process, honor, and pay all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by or on behalf of the Debtor, to the extent that sufficient funds are on deposit in those accounts and (ii) accept and rely on all representations made by the Debtor with respect to which checks, drafts, wires, or electronic funds or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or electronic funds or automated clearing house transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

13. No Trade Claimant who receives payment in full on account of a Trade Claim pursuant to this Interim Order is permitted to file or perfect a lien on account of such claim, assert a claim for reclamation, and/or assert a claim under section 503(b)(9) of the Bankruptcy Code, and any such claimant shall take all necessary action, at its sole expense, to remove any existing lien relating to such claim, and to withdraw any claim for reclamation or claim under section 503(b)(9) of the Bankruptcy Code.

14. Nothing in the Motion or this Interim Order, nor the Debtor's implementation of the relief granted in this Interim Order, shall be deemed to modify or waive any of the Debtor's rights with respect to goods, materials, or services requested or received from the prepetition claimants, including the Debtor's rights to (a) cancel a purchase order, (b) decline the acceptance of goods and/or services, (c) return any defective, nonconforming or unacceptable goods, or (d) contest the amount of any invoice or claim on any grounds.

15. The receipt of partial payment by a holder of a prepetition claim of its asserted prepetition claim(s) pursuant to this Interim Order shall not excuse such holder from filing a proof of claim in this case.

16. The Debtor is authorized, but not directed, to issue new postpetition checks, or effect new electronic funds or automated clearing house transfers, and to replace any prepetition checks or electronic fund or automated clearing house transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtor's chapter 11 cases with respect to any prepetition amounts that are authorized to be paid pursuant to this Interim Order.

17. Nothing in the Motion or this Interim Order or any payment made pursuant to the authority granted by this Interim Order is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's or any party in

interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtor's or any other party in interest's rights under the Bankruptcy Code, or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor's estates.

18. Nothing herein shall impair or prejudice the Debtor's or any other party in interest's ability to contest the extent, perfection, priority, validity, or amounts of any Lien Claims or liens held by any Lien Claimant, and the rights of all parties to contest the extent, validity, or perfection or seek the avoidance of all such liens or the priority of such Lien Claims are fully preserved.

19. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment made or to be made pursuant to the authority granted herein, and any authorization contained herein, shall be subject to and in accordance with any interim and final orders, as applicable, entered by the Court approving the Debtor's use of cash collateral (such orders, the "**Cash Collateral Orders**") and any budget in connection with any use of cash collateral (subject to any permitted variances). To the extent there is any inconsistency between the terms of the Cash Collateral Orders and any action taken or proposed to be taken under this Interim Order, the terms of the Cash Collateral Orders shall control.

20. The requirements of Bankruptcy Rule 6003(a) have been satisfied.

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

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

23. The Debtor is authorized to take all actions necessary or appropriate to carry out the relief granted in this Interim Order.

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

25. Notwithstanding entry of this Interim Order, nothing herein shall create, nor is intended to create, any rights in favor of, or enhance the status of any claim held by any party.

26. The Final Hearing to consider the relief requested in the Motion shall be held on **, 2026, at** (Prevailing Central Time) and any objections or responses to the Motion shall be filed and served on or prior to **2026, at** (Prevailing Central Time).

Dated: , 2026
Houston, Texas

ALFREDO R. P RE
UNITED STATES BANKRUPTC JUDGE

EXHIBIT B
FORM TRADE AGREEMENT

TRADE AGREEMENT

Shannon Wind, LLC (the "**Debtor"**), on the one hand, and the vendor identified in the signature block below (the "**Vendor**"), on the other hand, hereby enter into the following trade agreement (this "**Trade Agreement**") dated as of the date in the Vendor's signature block below.

Recitals

WHEREAS on [ ], 2026 (the "**Petition Date**"), the Debtor filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et se* . (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of Texas Houston Division (the "**Court**").

WHEREAS on [ ], 2026, the Court entered its *Interim Order (I) Authori ing Debtor to Pay (a) Critical endor Claims, and (b) Lien Claims, and (II) Granting Related Relief* (collectively, with the final order granting similar relief, the "**Critical Vendors Orders**")[1] (Docket No. [ ]) authorizing, but not directing, the Debtor on an interim basis, under certain conditions, to pay the prepetition claims of certain Vendors, including Vendor, subject to the terms and conditions set forth therein.

WHEREAS prior to the Petition Date, Vendor delivered goods or materials to or performed services for the Debtor, and the Debtor paid Vendor for such goods, materials, or services, according to Customary Trade Terms (as defined herein).

WHEREAS the Debtor and Vendor (each a "**Party**," and collectively, the "**Parties**") agree to the following terms as a condition of payment on account of certain pre-petition claims Vendor may hold against the Debtor.

Agreement

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth at length herein.

2. Vendor Payment. Vendor represents and agrees that, after due investigation, the sum of all amounts currently due and owing by the Debtor to Vendor is $[ ] (the "**Agreed Vendor Claim**"). Following execution of this Trade Agreement, the Debtor shall, in full and final satisfaction of the Agreed Vendor Claim, pay Vendor $[ ] on account of its prepetition claim (the "**Vendor Payment**") (without interest, penalties, or other charges), as such amounts become due and payable in the ordinary course.

3. Agreement to Supply.

a. Vendor shall supply goods and/or perform services to or for the Debtor, and the Debtor shall accept and pay for goods and/or service from Vendor, for the Duration of the Cases (as defined below), on the trade terms (the "**Customary Trade Terms**") at least as favorable

[1] Capitalized terms used but not defined herein shall have the meanings set forth in the Critical Vendors Orders.

to the Debtor as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances (as may be incorporated or contemplated by any agreements between the Parties or based on historic practice, as applicable), product mix, availability, and other programs) in place in the two years prior to the Petition Date except for any partial payments or other payments (or assurances) Debtor made with respect to any unfinished product.

b. "**Duration of the Cases**" means the earlier of: (i) the effective date of a chapter 11 plan in the Debtor's chapter 11 cases; (ii) conversion of the Debtor's chapter 11 cases to cases under chapter 7 of the Bankruptcy Code; or (iii) dismissal of the Debtor's chapter 11 cases.

c. The Customary Trade Terms may not be modified, adjusted, or reduced in a manner adverse to the Debtor except as agreed-to in writing by the Parties. For the avoidance of doubt, such Customary Trade Terms include, but are not limited to:

d. Vendor shall continue to honor any existing allowances, credits, contractual obligations, or balances that accrued as of the Petition Date and shall apply all such allowances, credits, or balances towards future orders in the ordinary course of business.

4. Other Matters.

a. Vendor agrees that it shall not require a lump-sum payment upon the effective date of a plan in the Debtor's chapter 11 case on account of any outstanding administrative claims Vendor may assert arising from the delivery of postpetition goods or services, to the extent that payment of such claims is not yet due. Vendor agrees that such claims will be paid in the ordinary course of business after confirmation of a plan pursuant to the Customary Trade Terms then in effect. The Vendor Payment will be made concurrently with payment of other outstanding administrative claims as provided in a confirmed plan.

b. Vendor will not separately seek payment from the Debtor on account of any prepetition claim (including, without limitation, any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Trade Agreement or a plan confirmed in the Debtor's chapter 11 cases.

c. Vendor will not file or otherwise assert against the Debtor, its assets, or any other affiliated person or entity, or any of their respective assets or property (real or personal) any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to Vendor by the Debtor arising from prepetition agreements or transactions. Furthermore, if Vendor has taken steps to file or assert such a lien prior to entering into this Trade Agreement, Vendor will promptly take all necessary actions to remove such liens.

5. Breach.

a. In the event that the Debtor pays Vendor its Vendor Payment and Vendor is determined to have breached this Trade Agreement (a "**Vendor Breach**"), upon written notice to Vendor, Vendor shall promptly pay to the Debtor immediately available funds in an amount equal to, at the election of the Debtor, the Vendor Payment or any portion of the Vendor Payment which cannot be recovered by the Debtor from the postpetition receivables then owing to Vendor from the Debtor.

b. In the event that the Debtor recovers the Vendor Payment pursuant to Section 5(a) hereof or otherwise, the full Agreed Vendor Claim shall be reinstated as if the Vendor Payment had not been made.

c. Vendor agrees and acknowledges that irreparable damage would occur in the event of a Vendor Breach and remedies at law would not be adequate to compensate the Debtor. Accordingly, Vendor agrees that the Debtor shall have the right, in addition to any other rights and remedies existing in its favor, to seek an injunction or injunctions to prevent breaches of the provisions of this Trade Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive relief and/or other equitable relief. The right to equitable relief, including specific performance or injunctive relief, shall exist notwithstanding, and shall not be limited by, any other provision of this Trade Agreement. Vendor hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance, or other equitable remedies. Notwithstanding the foregoing, in the event of a specific performance action by the Debtor, the Vendor retains its right to seek adequate assurance of payment and other similar relief pursuant to applicable law.

d. In the event the Debtor fails to pay for goods or services delivered postpetition in accordance with this Trade Agreement, and the Debtor fails to cure such default within 10 days after receiving written notice of such default, the Vendor shall have the right to terminate this Trade Agreement, in which event the Vendor (i) shall have no obligation to continue to provide goods or services to the Debtor and (ii) reserves its rights to file a timely proof of claim for any alleged unpaid amounts of the Vendor Payment.

6. Notice. If to Vendor, then to the person and address identified in the signature block hereto.

If to Debtor:

Shannon Wind, LLC c/o
Accordion Partners LLC
1920 McKinney Ave, Suite 950
Dallas, TX, 75201
Attn: John Shepherd
E-mail: John.Shepherd@accordion.com

– and –

Bradley Arant Boult Cummings LLP
Chase Tower, 600 Travis Street, Suite 5600
Houston, TX 77002
Attn: Jarrod Martin, James Bailey, Michael Riordan
Email: jbmartin@bradley.com; jbailey@bradley.com; mriordan@bradley.com

7. Representations and Acknowledgements. The Parties agree, acknowledge and represent that:

a. the Parties have reviewed the terms and provisions of the Critical Vendors Orders and this Trade Agreement and consent to be bound by such terms and that this Trade Agreement is expressly subject to the procedures approved pursuant to the Critical Vendors Orders;

b. any payments made on account of the Agreed Vendor Claim shall be subject to the terms and conditions of the Critical Vendors Orders;

c. if Vendor refuses to supply goods or services to the Debtor as provided herein or otherwise fails to perform any of its obligations hereunder, the Debtor may exercise all rights and remedies available under the Critical Vendors Orders, the Bankruptcy Code, or applicable law; and

d. in the event of disagreement between the Parties regarding whether a breach has occurred, either Party may apply to the Court for a determination of their relative rights, in which event, no action may be taken by either Party, including, but not limited to, the discontinuing of shipment of goods from Vendor to the Debtor, until a ruling of the Court is obtained.

8. Confidentiality. In addition to any other obligations of confidentiality between Vendor and Debtor, Vendor agrees to hold in confidence and not disclose to any party: (a) this Trade Agreement or any of its terms; (b) any and all payments made by the Debtor pursuant to this Trade Agreement; (c) the terms of payment set forth herein; and (d) the Customary Trade Terms (collectively, the "**Confidential Information**"); *provided* that if any party seeks to compel Vendor's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or Vendor intends to disclose any or all of the Confidential Information, Vendor shall immediately provide the Debtor with prompt written notice so that the Debtor may seek an injunction, protective order, or any other available remedy to prevent such disclosure; *provided further* that, if such remedy is not obtained, Vendor shall furnish only such information as Vendor is legally required to provide.

9. Miscellaneous.

a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Trade Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Trade Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Trade Agreement.

b. This Trade Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Trade Agreement may not be changed, modified, amended or supplemented, except in a writing signed by both Parties.

c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.

d. This Trade Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

e. The Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute with respect to or arising from this Trade Agreement.

f. This Trade Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[*Signature page follows*]

AGREED AND ACCEPTED AS OF THE DATE SET FORTH BELOW:

COMPANY	**VENDOR**
By:	By:
Title:	Title:
	Address:
	Date:

CERTIFICATE OF SERVICE

I do hereby certify that, as of January 26, 2026 the above and foregoing filing was served to all parties receiving notice from the Court's EM/ECF electronic filing system and has been served upon the following parties and counsel of record in the manner set forth below:

By First Class U.S. Mail:

The parties listed on the attached mailing matrix.

/s/ DRAFT
[ ]