Docket #0028 Date Filed: 1/28/2026

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]	

ORDER (I) APPROVING DEBTOR'S PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITY COMPANIES; (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES; (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE; AND (IV) GRANTING RELATED RELIEF

Upon the motion, dated January 26, 2026 (the "**Motion**"),[2] of Shannon Wind, LLC, as debtor and debtor in possession in the above-captioned chapter 11 case (the "**Debtor**"), for entry of an order, pursuant to sections 366 and 105(a) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, (i) approving the Debtor's proposed form of adequate assurance of payment to the Utility Companies, (ii) establishing procedures for resolving objections by the Utility Companies relating to the adequacy of the proposed adequate assurance, (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtor on account of the commencement of this chapter 11 case or outstanding prepetition invoices, and (iv) 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

[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] Unless otherwise defined herein, all capitalized terms shall have the meanings provided in the Motion.

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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 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 respective 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. The Proposed Adequate Assurance and Adequate Assurance Deposit shall constitute adequate assurance of future payment as required by section 366 of the Bankruptcy Code.

2. The Debtor shall deposit the Adequate Assurance Deposit in the amount of $4,725.00 in a segregated account held by the Debtor for the benefit of the Utility Companies within 20 days after the entry of this Order. The Debtor is authorized to cause the Adequate Assurance Deposit to be held in the Utility Deposit Account until either (i) the Debtor's termination of Utility Services provided by a Utility Company, at the earliest, if there are no outstanding disputes related to postpetition payments due, or (ii) at the conclusion of the chapter 11 case, if not applied earlier; provided that, the Debtor is not authorized to pay (directly or

indirectly) any prepetition amount owed to the Utilities Companies unless otherwise ordered by the Court. Notwithstanding anything herein to the contrary however, the Debtor may, in the exercise of its business judgment, elect to directly remit the portion of the Adequate Assurance Deposit attributable to a given Utility Company for use as a deposit instead of depositing such funds into a segregated account as contemplated herein, and any such amounts directly remitted to a Utility Company shall be treated as part of the Adequate Assurance Deposit for the purposes of this Order.

3. All Utility Companies, whether they have historically been paid directly by the Debtor for Utility Services or indirectly for the benefit of the Debtor through one of the Debtor's contractors, are prohibited from altering, refusing, or discontinuing Utility Services, or otherwise discriminating against the Debtor, on account of any unpaid prepetition charges or any perceived inadequacy of the Debtor's Proposed Adequate Assurance.

4. The following Adequate Assurance Procedures are hereby approved, as follows:

(a) Except as provided by the Adequate Assurance Procedures, the Utility Companies are forbidden to discontinue, alter, or refuse service on account of any unpaid prepetition charges, or require additional adequate assurance of payment.

(b) Within three business days after entry of this Order the Debtor shall e-mail, serve by mail, or otherwise expeditiously send a copy of the Motion and this Order to the Utility Companies on the Utility Services List.

(c) The Debtor shall deposit the Adequate Assurance Deposit in the Utility Deposit Account within 20 days after entry of this Order; *provided, however*, that to the extent any Utility Company receives, or is holding, any other value from the Debtor as adequate assurance of payment (such as deposits held by or letter(s) of credit issued in favor of a Utility Company), the Debtor may reduce the Adequate Assurance Deposit maintained in the Utility Deposit Account on account of such Utility Company by the amount of such other value without further order of the Court.

(d) The funds in the Utility Deposit Account shall constitute adequate assurance for each Utility Company in the amount set forth for such Utility Company in the column labeled "Adequate Assurance Deposit" on the Utility Services List.

(e) If an amount relating to Utility Services provided postpetition by a Utility Company is not paid when due, and remains unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Utility Deposit Account by giving notice to: (i) proposed counsel for the Debtor, Bradley Arant Boult Cummings LLP, 600 Travis, Suite 5600 Houston, Texas 77002 (Attn: Jarrod B. Martin, Esq. (jbmartin@bradley.com), Michael K. Riordan, Esq. (mriordan@bradley.com), and James B. Bailey, Esq. (jbailey@bradley.com)), (ii) the United States Trustee for the Southern District of Texas, (iii) counsel for Citigroup Energy Inc. and Citibank, N.A. and (iv) counsel for any official committee of unsecured creditors appointed in these chapter 11 case (collectively, the "**Utility Notice Parties**"). The Debtor shall honor such request within five business days after the date the request is received by the Debtor, subject to the ability of the Debtor and any such requesting Utility Company to resolve any dispute regarding such request without further order of the Court. To the extent a Utility Company receives a disbursement from the Utility Deposit Account, the Debtor will replenish the Utility Deposit Account in the amount so disbursed.

(a) The portion of the Adequate Assurance Deposit attributable to each Utility Company shall be returned to the Debtor automatically, without further order of the Court, on the earlier of (i) reconciliation and payment by the Debtor of the Utility Company's final invoice in accordance with applicable nonbankruptcy law following the Debtor's termination of Utility Services from such Utility Company, (ii) the effective date of any chapter 11 plan confirmed in this chapter 11 case, or (iii) such time as this chapter 11 case may be closed; provided, however, that if the Debtor has remitted the portion of the Adequate Assurance Deposit attributable to a given Utility Company to such Utility Company for use as a deposit as authorized under Paragraph 1 of this Order, such Utility Company shall return such Adequate Assurance Deposit funds in its possession to the Debtor upon ten (10) business days' written notice of the occurrence of one of the foregoing contingencies from the Debtor.

(b) Any Utility Company desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "**Additional Assurance Request**") on the Utility Notice Parties.

(c) The Additional Assurance Request must: (i) be made in writing, (ii) set forth the location(s) for which Utility Services are provided, the account number(s) for such location(s), and the outstanding balance for each such account, (iii) summarize the Debtor's payment history relevant to the affected account(s), including any security deposits, and (iv) explain why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

(d) Any Additional Assurance Request must be made and actually received by the Utility Notice Parties by no later than 20 days after entry of the Utilities Order. If a Utility Company fails to file and serve a timely Additional Assurance Request, it

shall be (i) deemed to have received adequate assurance of payment "satisfactory" to such Utility Company in compliance with section 366 of the Bankruptcy Code and (ii) forbidden to discontinue, alter, or refuse service to, or discriminate against, the Debtor on account of the commencement of this chapter 11 case or any unpaid prepetition charges or require additional assurance of payment other than the Proposed Adequate Assurance.

(e) The Debtor may, without further order from the Court, resolve an Additional Assurance Request by mutual agreement with a Utility Company, and the Debtor may, in connection with any such agreement, provide a Utility Company with additional adequate assurance of payment including cash deposits, prepayments, or other forms of security if the Debtor believe that such adequate assurance is reasonable.

(f) If the Debtor and the Utility Company are not able to reach a resolution within 14 days of receipt of the Additional Assurance Request, the Debtor shall request a hearing before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Company (the "**Determination Hearing**") pursuant to section 366(c)(3) of the Bankruptcy Code.

(g) Pending resolution of the Determination Hearing, the Utility Company filing such Additional Assurance Request will be prohibited from altering, refusing, or discontinuing Utility Services to the Debtor on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.

5. Notwithstanding anything in this Order, upon a timely objection filed and served on the Utility Notice Parties by any Utility Company, this Court shall conduct a hearing on _____, 2026, at _____ (Prevailing Central Time) (the "**Final Hearing**") to resolve any dispute between the Debtor and such Utility Company regarding the Adequate Assurance Procedures. If no such motion or objection is filed by _____, 2026, at 4:00 p.m. (Prevailing Central Time) (the "**Objection Deadline**"), the Final Hearing shall be canceled.

6. Absent compliance with the procedures set forth in the Motion and this Order, the Utility Companies, including those listed on **Exhibit 1** to the Order, are prohibited from altering, refusing, or discontinuing Utility Services, or otherwise discriminating against the Debtor, on account of any unpaid prepetition charges or any perceived inadequacy of the Debtor's Proposed

Adequate Assurance. The Utility Companies are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures set forth herein.

7. The inclusion of any entity in, as well as any omission of any entity from, the Utility Services List shall not be deemed an admission by the Debtor that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtor reserves all rights and defenses with respect thereto.

8. The Debtor is authorized to amend the Utility Services List attached to the Order as **Exhibit 1**, to add or delete any Utility Companies, with such amendment to be filed with this Court and timely served on the affected Utility Company (the "**Subsequently Identified Utility Company**") as provided in paragraph 10 of this Order to allow sufficient time for parties to object.

9. The Debtor shall serve a copy of this Order upon any Subsequently Identified Utility Company added to the Utility Services List within three business days. Upon such amendment, any Subsequently Identified Utility Company that is added to the Utility Services List has the right to object to such inclusion within 14 days after it receives notice of the Motion and this Order. If no objection is timely received, the provisions of this Order shall apply to the Subsequently Identified Utility Company. Should any objection properly be made, such Subsequently Identified Utility Company shall be permitted to make an Additional Assurance Request in accordance with the Adequate Assurance Procedures set forth herein.

10. The Debtor shall increase the amount of the Adequate Assurance Deposit if an additional Utility Company is added to the Utility Services List by an amount equal to two weeks of the Utility Services provided by such Subsequently Identified Utility Company, calculated, where practicable, using the historical average for such payments during the 12 months prior to the Petition Date.

11. The Debtor may terminate the services of any Utility Company and reduce the Adequate Assurance Deposit by the amount held on account of such terminated Utility Company upon reconciliation and payment by the Debtor of the Utility Company's final invoice in accordance with applicable non-bankruptcy law following the Debtor's termination of Utility Services provided by such Utility Company; *provided* that there are no outstanding disputes related to postpetition payments due; *provided, further*, that the Debtor shall, to the extent reasonably practicable, provide at least seven days' notice to any Utility Company prior to removal and shall only reduce the Adequate Assurance Deposit absent a response from any such Utility Company.

12. The Debtor is authorized, but not directed, to adjust the Adequate Assurance Deposit if the Debtor determines that a service provider listed on the Utility Services List is not a "utility" as that term is used in section 366 of the Bankruptcy Code or if the Debtor makes other arrangements with certain Utility Companies for adequate assurance of payment. Notwithstanding the foregoing, the Debtor shall provide 14 days' notice to the Utility Company that it is being removed from the Utility Services List and that the corresponding amount in the Adequate Assurance Deposit will be deducted from the Adequate Assurance Account. If an objection is received, the Debtor may request a hearing before this Court regarding such objection. The Debtor shall not deduct the Adequate Assurance Deposit in the amount set aside for any Utility Company that the Debtor seeks to terminate or delete from the Utility Services List unless and until the 14-day notice period has expired.

13. The relief granted herein is for all Utility Companies providing Utility Services to the Debtor and is not limited to those parties or entities listed on the Utility Services List.

14. Nothing in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be construed as (i) an admission as to the validity

of any claim against the Debtor or any liens satisfied pursuant to this Order, (ii) an agreement or obligation to pay any claims, (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (iv) a waiver of the Debtor's or any appropriate party in interest's rights to dispute any claim, (v) a waiver or limitation of the Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (vi) a waiver of the obligation of any party in interest to file a proof of claim, or (vii) an approval, assumption, or rejection of any unexpired lease or executory contract under section 365 of the Bankruptcy Code.

15. Notwithstanding anything to the contrary contained in the Motion or this 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 Order, the terms of the Cash Collateral Orders shall control. Nothing in the Motion or this Order shall constitute a waiver or substitution of any consent right required under the Cash Collateral Orders.

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

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

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

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

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

Dated: _____, 2026
Houston, Texas

_____
ALFREDO R. PÉREZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Utility Services List

Utility Provider	Utility	Average Monthly Billing	Deposit Held (if any)
JAC Electric Cooperative	Electric	$3,150	11,000.00
Tenaska Power	Electric	$5,000	N/A
Comcell	Telephone	$1,850	N/A
Safety Kleen	Garbage	$650	N/A
Waste Connections	Garbage	$950	N/A
WaterPro	Water	$1,000	N/A
Avg. Monthly Total		**$12,600**	
Avg. Monthly Total (Utilities w/o deposit)		**$9,450**	

UNITED STATES BANKRUPTCY COURT
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SHANNON WIND, LLC,	Case No. 26-90124 (ARP)
Debtor.[1]	

ORDER (I) APPROVING DEBTOR'S PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITY COMPANIES; (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES; (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE; AND (IV) GRANTING RELATED RELIEF

Upon the motion, dated January 26, 2026 (the "**Motion**"),[2] of Shannon Wind, LLC, as debtor and debtor in possession in the above-captioned chapter 11 case (the "**Debtor**"), for entry of an order, pursuant to sections 366 and 105(a) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, (i) approving the Debtor's proposed form of adequate assurance of payment to the Utility Companies, (ii) establishing procedures for resolving objections by the Utility Companies relating to the adequacy of the proposed adequate assurance, (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtor on account of the commencement of this chapter 11 case or outstanding prepetition invoices, and (iv) 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

[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] Unless otherwise defined herein, all capitalized terms shall have the meanings provided in the Motion.

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 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 respective 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. The Proposed Adequate Assurance and Adequate Assurance Deposit shall constitute adequate assurance of future payment as required by section 366 of the Bankruptcy Code.

2. The Debtor shall deposit the Adequate Assurance Deposit in the amount of $4,725.00 in a segregated account held by the Debtor for the benefit of the Utility Companies within 20 days after the entry of this Order. The Debtor is authorized to cause the Adequate Assurance Deposit to be held in the Utility Deposit Account until either (i) the Debtor's termination of Utility Services provided by a Utility Company, at the earliest, if there are no outstanding disputes related to postpetition payments due, or (ii) at the conclusion of the chapter 11 case, if not applied earlier; provided that, the Debtor is not authorized to pay (directly or

indirectly) any prepetition amount owed to the Utilities Companies unless otherwise ordered by the Court. Notwithstanding anything herein to the contrary however, the Debtor may, in the exercise of its business judgment, elect to directly remit the portion of the Adequate Assurance Deposit attributable to a given Utility Company for use as a deposit instead of depositing such funds into a segregated account as contemplated herein, and any such amounts directly remitted to a Utility Company shall be treated as part of the Adequate Assurance Deposit for the purposes of this Order.

3. All Utility Companies, whether they have historically been paid directly by the Debtor for Utility Services or indirectly for the benefit of the Debtor through one of the Debtor's contractors, are prohibited from altering, refusing, or discontinuing Utility Services, or otherwise discriminating against the Debtor, on account of any unpaid prepetition charges or any perceived inadequacy of the Debtor's Proposed Adequate Assurance.

4. The following Adequate Assurance Procedures are hereby approved, as follows:

(a) Except as provided by the Adequate Assurance Procedures, the Utility Companies are forbidden to discontinue, alter, or refuse service on account of any unpaid prepetition charges, or require additional adequate assurance of payment.

(b) Within three business days after entry of this Order the Debtor shall e-mail, serve by mail, or otherwise expeditiously send a copy of the Motion and this Order to the Utility Companies on the Utility Services List.

(c) The Debtor shall deposit the Adequate Assurance Deposit in the Utility Deposit Account within 20 days after entry of this Order; *provided, however*, that to the extent any Utility Company receives, or is holding, any other value from the Debtor as adequate assurance of payment (such as deposits held by or letter(s) of credit issued in favor of a Utility Company), the Debtor may reduce the Adequate Assurance Deposit maintained in the Utility Deposit Account on account of such Utility Company by the amount of such other value without further order of the Court.

(d) The funds in the Utility Deposit Account shall constitute adequate assurance for each Utility Company in the amount set forth for such Utility Company in the column labeled "Adequate Assurance Deposit" on the Utility Services List.

(e) If an amount relating to Utility Services provided postpetition by a Utility Company is not paid when due, and remains unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Utility Deposit Account by giving notice to: (i) proposed counsel for the Debtor, Bradley Arant Boult Cummings LLP, 600 Travis, Suite 5600 Houston, Texas 77002 (Attn: Jarrod B. Martin, Esq. (jbmartin@bradley.com), Michael K. Riordan, Esq. (mriordan@bradley.com), and James B. Bailey, Esq. (jbailey@bradley.com)), (ii) the United States Trustee for the Southern District of Texas, (iii) counsel for Citigroup Energy Inc. and Citibank, N.A. and (iv) counsel for any official committee of unsecured creditors appointed in these chapter 11 case (collectively, the "**Utility Notice Parties**"). The Debtor shall honor such request within five business days after the date the request is received by the Debtor, subject to the ability of the Debtor and any such requesting Utility Company to resolve any dispute regarding such request without further order of the Court. To the extent a Utility Company receives a disbursement from the Utility Deposit Account, the Debtor will replenish the Utility Deposit Account in the amount so disbursed.

(a) The portion of the Adequate Assurance Deposit attributable to each Utility Company shall be returned to the Debtor automatically, without further order of the Court, on the earlier of (i) reconciliation and payment by the Debtor of the Utility Company's final invoice in accordance with applicable nonbankruptcy law following the Debtor's termination of Utility Services from such Utility Company, (ii) the effective date of any chapter 11 plan confirmed in this chapter 11 case, or (iii) such time as this chapter 11 case may be closed; provided, however, that if the Debtor has remitted the portion of the Adequate Assurance Deposit attributable to a given Utility Company to such Utility Company for use as a deposit as authorized under Paragraph 1 of this Order, such Utility Company shall return such Adequate Assurance Deposit funds in its possession to the Debtor upon ten (10) business days' written notice of the occurrence of one of the foregoing contingencies from the Debtor.

(b) Any Utility Company desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "**Additional Assurance Request**") on the Utility Notice Parties.

(c) The Additional Assurance Request must: (i) be made in writing, (ii) set forth the location(s) for which Utility Services are provided, the account number(s) for such location(s), and the outstanding balance for each such account, (iii) summarize the Debtor's payment history relevant to the affected account(s), including any security deposits, and (iv) explain why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

(d) Any Additional Assurance Request must be made and actually received by the Utility Notice Parties by no later than 20 days after entry of the Utilities Order. If a Utility Company fails to file and serve a timely Additional Assurance Request, it

shall be (i) deemed to have received adequate assurance of payment "satisfactory" to such Utility Company in compliance with section 366 of the Bankruptcy Code and (ii) forbidden to discontinue, alter, or refuse service to, or discriminate against, the Debtor on account of the commencement of this chapter 11 case or any unpaid prepetition charges or require additional assurance of payment other than the Proposed Adequate Assurance.

(e) The Debtor may, without further order from the Court, resolve an Additional Assurance Request by mutual agreement with a Utility Company, and the Debtor may, in connection with any such agreement, provide a Utility Company with additional adequate assurance of payment including cash deposits, prepayments, or other forms of security if the Debtor believe that such adequate assurance is reasonable.

(f) If the Debtor and the Utility Company are not able to reach a resolution within 14 days of receipt of the Additional Assurance Request, the Debtor shall request a hearing before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Company (the "**Determination Hearing**") pursuant to section 366(c)(3) of the Bankruptcy Code.

(g) Pending resolution of the Determination Hearing, the Utility Company filing such Additional Assurance Request will be prohibited from altering, refusing, or discontinuing Utility Services to the Debtor on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.

5. Notwithstanding anything in this Order, upon a timely objection filed and served on the Utility Notice Parties by any Utility Company, this Court shall conduct a hearing on _____, 2026, at _____ (Prevailing Central Time) (the "**Final Hearing**") to resolve any dispute between the Debtor and such Utility Company regarding the Adequate Assurance Procedures. If no such motion or objection is filed by _____, 2026, at 4:00 p.m. (Prevailing Central Time) (the "**Objection Deadline**"), the Final Hearing shall be canceled.

6. Absent compliance with the procedures set forth in the Motion and this Order, the Utility Companies, including those listed on **Exhibit 1** to the Order, are prohibited from altering, refusing, or discontinuing Utility Services, or otherwise discriminating against the Debtor, on account of any unpaid prepetition charges or any perceived inadequacy of the Debtor's Proposed

Adequate Assurance. The Utility Companies are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures set forth herein.

7. The inclusion of any entity in, as well as any omission of any entity from, the Utility Services List shall not be deemed an admission by the Debtor that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtor reserves all rights and defenses with respect thereto.

8. The Debtor is authorized to amend the Utility Services List attached to the Order as **Exhibit 1**, to add or delete any Utility Companies, with such amendment to be filed with this Court and timely served on the affected Utility Company (the "**Subsequently Identified Utility Company**") as provided in paragraph 10 of this Order to allow sufficient time for parties to object.

9. The Debtor shall serve a copy of this Order upon any Subsequently Identified Utility Company added to the Utility Services List within three business days. Upon such amendment, any Subsequently Identified Utility Company that is added to the Utility Services List has the right to object to such inclusion within 14 days after it receives notice of the Motion and this Order. If no objection is timely received, the provisions of this Order shall apply to the Subsequently Identified Utility Company. Should any objection properly be made, such Subsequently Identified Utility Company shall be permitted to make an Additional Assurance Request in accordance with the Adequate Assurance Procedures set forth herein.

10. The Debtor shall increase the amount of the Adequate Assurance Deposit if an additional Utility Company is added to the Utility Services List by an amount equal to two weeks of the Utility Services provided by such Subsequently Identified Utility Company, calculated, where practicable, using the historical average for such payments during the 12 months prior to the Petition Date.

11. The Debtor may terminate the services of any Utility Company and reduce the Adequate Assurance Deposit by the amount held on account of such terminated Utility Company upon reconciliation and payment by the Debtor of the Utility Company's final invoice in accordance with applicable non-bankruptcy law following the Debtor's termination of Utility Services provided by such Utility Company; *provided* that there are no outstanding disputes related to postpetition payments due; *provided, further*, that the Debtor shall, to the extent reasonably practicable, provide at least seven days' notice to any Utility Company prior to removal and shall only reduce the Adequate Assurance Deposit absent a response from any such Utility Company.

12. The Debtor is authorized, but not directed, to adjust the Adequate Assurance Deposit if the Debtor determines that a service provider listed on the Utility Services List is not a "utility" as that term is used in section 366 of the Bankruptcy Code or if the Debtor makes other arrangements with certain Utility Companies for adequate assurance of payment. Notwithstanding the foregoing, the Debtor shall provide 14 days' notice to the Utility Company that it is being removed from the Utility Services List and that the corresponding amount in the Adequate Assurance Deposit will be deducted from the Adequate Assurance Account. If an objection is received, the Debtor may request a hearing before this Court regarding such objection. The Debtor shall not deduct the Adequate Assurance Deposit in the amount set aside for any Utility Company that the Debtor seeks to terminate or delete from the Utility Services List unless and until the 14-day notice period has expired.

13. The relief granted herein is for all Utility Companies providing Utility Services to the Debtor and is not limited to those parties or entities listed on the Utility Services List.

14. Nothing in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be construed as (i) an admission as to the validity

of any claim against the Debtor or any liens satisfied pursuant to this Order, (ii) an agreement or obligation to pay any claims, (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (iv) a waiver of the Debtor's or any appropriate party in interest's rights to dispute any claim, (v) a waiver or limitation of the Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (vi) a waiver of the obligation of any party in interest to file a proof of claim, or (vii) an approval, assumption, or rejection of any unexpired lease or executory contract under section 365 of the Bankruptcy Code.

15. Notwithstanding anything to the contrary contained in the Motion or this 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 Order, the terms of the Cash Collateral Orders shall control. Nothing in the Motion or this Order shall constitute a waiver or substitution of any consent right required under the Cash Collateral Orders.

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

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

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

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

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

Dated: _____, 2026
Houston, Texas

_____
ALFREDO R. PÉREZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Utility Services List

Utility Provider	Utility	Average Monthly Billing	Deposit Held (if any)
JAC Electric Cooperative	Electric	$3,150	11,000.00
Tenaska Power	Electric	$5,000	N/A
Comcell	Telephone	$1,850	N/A
Safety Kleen	Garbage	$650	N/A
Waste Connections	Garbage	$950	N/A
WaterPro	Water	$1,000	N/A
Avg. Monthly Total		**$12,600**	
Avg. Monthly Total (Utilities w/o deposit)		**$9,450**	