Docket #0031 Date Filed: 1/28/2026
United States Bankruptcy Court
Southern District of Texas
ENTERED
January 28, 2026
Nathan Ochsner, Clerk

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.

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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First Day Declaration; and upon any hearing held on the Motion; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted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 February 18**, 2026, at 1:00 p.m.** (Prevailing Central Time) and any objections or responses to the Motion shall be filed and served on or prior to **February 11, 2026**.

Signed: January 28, 2026

Alfredo R Pérez
United States Bankruptcy Judge