Docket #0032 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: **SHANNON WIND, LLC,** **Debtor.**[1]	Chapter 11 Case No. 26-90124 (ARP)

ORDER GRANTING DEBTOR'S EMERGENCY MOTION FOR INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTORS TO (A) CONTINUE INSURANCE POLICIES AND (B) PAY ALL OBLIGATIONS WITH RESPECT THERETO; AND (II) GRANTING RELATED RELIEF

Upon the motion, dated January 25, 2026 (the "**Motion**"),[2] of the Debtor, for entry of interim and final orders, pursuant to sections 105(a), 362(d), 363(b), and 363(c) of the Bankruptcy Code and Bankruptcy Rules 4001, 6003, and 6004, and Bankruptcy Local Rule 9013-1(b), (i) authorizing the Debtor to (a) continue the Insurance Policies in the ordinary course of business, and (b) pay prepetition and postpetition obligations arising under the Insurance Policies, 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

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

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

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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First Day Declaration; and upon any hearing held on the Motion; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted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 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 Debtor is authorized, but not directed, pursuant to the limitations set forth herein, to pay and honor all prepetition and postpetition obligations on account of the Insurance Policies as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders as defined herein); *provided*, that the Debtor is not authorized to pay (directly or indirectly) claims of "insider[s]" (as that term is defined in section 101(31) of the Bankruptcy Code), employees, or "professional persons" (as that phrase appears in section 327(a) of the Bankruptcy Code) pursuant to this Order;

2. The Debtor is authorized, but not directed, to maintain its Insurance Policies in the ordinary course of business and in accordance with practices and procedures that were in effect before the Petition Date as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders as defined herein); *provided* that the Debtor will notify the U.S. Trustee, the Secured Party (as defined in the Cash Collateral Orders), and any statutory committee appointed in these cases if the Debtor renews, amends, supplements, extends, terminates, replaces,

increases, or decreases existing insurance or change insurance, enter into any new Insurance Finance Agreements, or obtain additional insurance coverage.

3. The Debtor is authorized, but not directed, to revise, extend, renew, rollover, replace, cancel, or obtain new Insurance Policies as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders as defined herein), and to take all appropriate actions in connection therewith, in the ordinary course of business.

4. The Debtor is authorized, but not directed, to (i) honor the terms of the Insurance Finance Agreement and pay all obligations thereunder, (ii) renew the Insurance Finance Agreement, and (iii) enter into, renew, amend, supplement, extend, replace, or obtain new Insurance Finance Agreements, in connection with its Insurance Policies in the ordinary course of business, all as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders as defined herein). In the event the Debtor [or its non-debtor] affiliates enter into a new Insurance Finance Agreement after the Petition Date and does not timely make any of the payments due under such agreement, then following five (5) business days' written notice via email by the financier to (i) the Debtor, (ii) counsel to the the U.S. Trustee, (iii) counsel to any statutory committee appointed in these chapter 11 cases, and an opportunity for the Debtor to (i) cure such payment default during the longer of such five (5) business day period and the applicable state law notice period and (ii) seek an emergency hearing with the Court during the such five (5) business day period and the applicable state law notice period for the purpose of contesting whether, in fact, a payment default has occurred and is continuing and, if so, the appropriate relief therefor, the automatic stay shall be deemed lifted, without further order of this court, to enable the financier and/or third parties, including insurance companies providing coverage under related policies, to take all steps necessary and appropriate to exercise their rights under the insurance financing

agreement, including canceling the policies, collecting the collateral or unearned premiums, and applying said unearned premiums to the indebtedness owed to the financier by the Debtor. All rights, remedies, defenses, and claims of the parties arising under any Insurance Financing Agreement are expressly preserved.

5. Notwithstanding anything to the contrary in this Interim Order, the Debtors shall not pay any prepetition Deductible, and such relief may be sought pursuant to a separate court order.

6. The Debtors are authorized, but not directed, to pay all Brokers' Fees, as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders as defined herein).

7. Nothing in 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**").

8. Each of the Banks at which the Debtor maintain its accounts relating to the payment of the Insurance Obligations 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.

9. 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, as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders as defined herein).

10. The Debtor shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the date and amount of the payment; (c) the category or type of payment, as further described and classified in the Motion. Debtors shall provide a copy of such matrix/schedule to (i) the U.S. Trustee on a confidential basis and (ii) the Secured Party (as defined in the Cash Collateral Orders) and (iii) any statutory committee appointed in these chapter 11 cases on a confidential, professionals'-eyes only basis, by the last day of each month beginning on the last day of the first full month following the Petition Date.

11. Nothing in 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 (i) an admission as to the validity of any claim against the Debtor or any liens satisfied pursuant to this Interim 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.

12. 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.

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

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

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

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

17. 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.

18. The Final Hearing to consider the relief requested in the Motion shall be held on **February 18, 2026, at 1:00 pm.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