IN THE 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.	

APPLICATION OF SHANNON WIND, LLC PURSUANT TO 11 U.S.C. § 327(a), FED. R. BANKR. P. 2014(a) AND 2016, AND LOCAL RULES 2014-1 AND 2016-1 FOR AUTHORITY TO RETAIN AND EMPLOY BRADLEY ARANT BOULT CUMMINGS LLP AS ATTORNEYS FOR SHANNON WIND, LLC EFFECTIVE AS OF THE PETITION DATE

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH PARAGRAPH OF THIS PLEADING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY-ONE (21) DAYS FROM THE DATE YOU WERE SERVED WITH THIS PLEADING. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

Shannon Wind, LLC, as debtor and debtor-in-possession in the above-captioned case, hereby submits this application (the "**Application**"). In support of this Application, the Debtor states as follows:

RELIEF REQUESTED

1. By this Application, and pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Rules 2014-1 and 2016-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "**Local Rules**"), the

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Debtor requests authority to retain and employ Bradley Arant Boult Cummings LLP ("**Bradley**" or the "**Firm**"), as attorneys for the Debtor effective as of the Petition Date.

2. The Debtor requests that the Court approve the retention of Bradley, under a general retainer, to allow its attorneys to perform the extensive legal services that will be required during these chapter 11 cases in accordance with Bradley's normal hourly rates in effect when services are rendered and Bradley's normal reimbursement policies. In support of this Application, the Debtor submits the declaration of Jarrod B. Martin, a partner of Bradley, which is attached hereto as **Exhibit A** (the "**Martin Declaration**"), and the declaration of John Shepherd, the Debtor's Chief Restructuring Officer, which is attached hereto as **Exhibit B** (the "**Shepherd Declaration**").

BACKGROUND

3. On January 25, 2026, (the "**Petition Date**"), the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code, thereby commencing the above-captioned bankruptcy case. The Debtor is authorized to continue to operate its business as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. No trustee, examiner, or statutory committee has been appointed in this chapter 11 case.

5. Additional information regarding the Debtor's business and capital structure and the circumstances leading to the commencement of these chapter 11 cases are set forth in the *Declaration of John Shepherd in Support of Chapter 11 Petition and First Day Pleadings* (the "**Shepherd Declaration**"),[1] filed on the January 26, 2026. ECF No. 14.

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

JURISDICTION AND VENUE

6. The Court has jurisdiction and authority to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334.

7. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

8. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BASIS FOR RELIEF REQUESTED

9. Section 327(a) of the Bankruptcy Code provides that "the trustee, with the court's approval, may employ one or more attorneys . . . that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under [the Bankruptcy Code]." 11 U.S.C. §327(a).

A. Bradley's Qualifications

10. Bradley began providing legal advice to the Debtor in November 2025 in connection with a review of strategic alternatives to deleverage the Debtor's balance sheet. Bradley was extensively involved in prepetition negotiations with the Debtor's management in analyzing the Debtor's strategic alternatives. As a result of its pre-petition representation of the Debtor, Bradley possesses an in-depth knowledge of the Debtor's capital structure and has gained additional insight into the current condition of the Debtor's business and operations. Accordingly, the Debtor believe Bradley is uniquely situated with the necessary background to address the potential legal issues that may arise in the context of the Debtor's chapter 11 case.

11. The Debtor has also selected Bradley as its attorneys because of the Firm's extensive general bankruptcy experience and knowledge, including its expertise in the field of creditors' rights, bankruptcy trustee representation, and the general administration of cases under chapter 11 of the Bankruptcy Code. For example, Bradley's bankruptcy practice group represents

or has previously represented debtors, landlords, vendors, statutory creditor committees, and trustees.

12. The Debtor has been informed that Jarrod B. Martin, a partner of Bradley, as well as other partners and associates of Bradley who will be employed in this chapter 11 case, are members in good standing of, among others, the Bar of the State of Texas and the United States District Court for the Southern District of Texas. Accordingly, Bradley is both well qualified and uniquely able to represent the Debtor in this chapter 11 case in an efficient and timely manner.

13. The terms of Bradley's retention are set forth in the engagement letter by and between Bradley and the Debtor, a copy of which is attached hereto as **Exhibit C** (the "**Engagement Letter**").

B. Scope of Services

14. The services to be performed by Bradley are appropriate and necessary to enable the Debtor to execute faithfully its duties as debtor and debtor-in-possession and to prosecute this chapter 11 case. Subject to the entry of an order by this Court, it is proposed that Bradley be employed to render the following professional services:

a. take all necessary action to protect and preserve the Debtor's estate, including the prosecution of actions on the Debtor's behalf, the defense of any actions commenced against the Debtor, the negotiation of disputes in which the Debtor is involved and the preparation of objections to claims filed against the Debtor's estate;

b. prepare on behalf of the Debtor, as debtor-in-possession, all necessary motions, applications, answers, orders, reports, and other papers in connection with the administration of the Debtor's estate;

c. take all necessary actions in connection with any chapter 11 plan and related disclosure statement and all related documents, and such further actions as may be required in connection with the administration of the Debtor's estate;

d. take all necessary actions in connection with any sale of the Debtor's assets pursuant to section 363 of the Bankruptcy Code;

e. take all necessary actions to protect and preserve the value of the Debtor's estate; and

f. perform all other necessary legal services in connection with the prosecution of this chapter 11 case; *provided, however*, that to the extent Bradley determines that such services fall outside of the scope of services historically or generally performed by Bradley as debtor's counsel in a bankruptcy case, Bradley will file a supplemental declaration.

15. It is necessary for the Debtor to employ attorneys to render the foregoing professional services. Bradley has stated its desire and willingness to act in this case and render the necessary professional services as attorneys for the Debtor.

16. In addition to this Application, the Debtor has filed, or expects to file shortly, an application to employ Accordion Partners, LLC ("**Accordion**") as its financial advisor, and designate John Shepherd, at Accordion, as Chief Restructuring Officer. The Debtor may also file applications to employ additional professionals. Rather than resulting in any extra expense to the Debtor's estate, it is anticipated that the efficient coordination of efforts of the Debtor's attorneys and other professionals will greatly add to the progress and effective administration of these chapter 11 cases.

C. No Duplication of Services

17. As described in the Martin Declaration, Bradley will work with the Debtor's other professionals to ensure a clear delineation of each professional's respective roles in connection with representation of the Debtor in this chapter 11 case to prevent duplication of services and ensure the case is administered in the most efficient fashion possible.

D. Bradley's Disinterestedness

18. To the best of the Debtor's knowledge, the partners of, counsel to, and associates of Bradley do not have any connection with or any interest adverse to the Debtor, its creditors, or

any other party in interest, or its respective attorneys and accountants, except as may be disclosed in the Martin Declaration.

19. Based upon the Martin Declaration, Bradley is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and Bradley does not hold any interest adverse to the Debtor's estate, as required by 11 U.S.C. § 327(a). The Debtor has been informed that Bradley will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise. If any new relevant facts or relationships are discovered, Bradley will supplement its disclosure to the Court.

E. Professional Compensation

20. As set forth in the Martin Declaration, for the 90 days prior to the Petition Date, Bradley received payments and advances in the aggregate amount of $362,046.86 for professional services performed and to be performed, including the commencement and prosecution of this chapter 11 case. Bradley has a remaining credit balance in favor of the Debtor for professional services performed and to be performed, and expenses incurred and to be incurred, in connection with this chapter 11 case in the amount of $23,030.90 (the "**Fee Advance**"). Bradley intends to apply the Fee Advance to any outstanding amounts relating to the period prior to the Petition Date that were not processed through Bradley's billing system as of the Petition Date. Bradley intends to retain the balance on account for services rendered and expenses incurred subsequent to the Petition Date.

21. Bradley does not vary its billing rates or the material terms of an engagement depending on whether such engagement is a bankruptcy or a non-bankruptcy engagement. Bradley informed the Debtor that, subject to this Court's approval, it will bill at the following hourly rates,

which reflect a 10% discount from Bradley's standard hourly rates: $980 to $666 for partners and counsel, $655 to $535.50 for associates, and $397 for paraprofessionals.

22. Bradley believes these rates are consistent with market rates for comparable services and Bradley sets its hourly rates on an annual basis (typically January 1st of each year) to reflect economic and other conditions.

23. Bradley has also informed the Debtor that it will maintain detailed records of actual and necessary costs and expenses incurred in connection with the legal services it provides to the Debtor.

24. The Debtor understands and has agreed that Bradley hereafter will apply to the Court for allowances of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the "**Fee Guidelines**"), and any further orders of the Court (the "**Orders**") for all professional services performed and expenses incurred after the Petition Date.

25. Subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Fee Guidelines, and the Orders, the Debtor proposes to compensate Bradley for services rendered at its customary hourly rates that are in effect from time to time, as set forth in the Martin Declaration, and to reimburse Bradley according to its customary reimbursement policies. The Debtor respectfully submits that Bradley's rates and policies stated in the Martin Declaration are reasonable.

STATEMENT REGARDING U.S. TRUSTEE GUIDELINES

26. In accordance with the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.SC. ¶ 330 by Attorneys in Larger Chapter 11 Cases* (the "**Appendix B Guidelines**"), Bradley has informed the Debtor that it will apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtor's chapter 11 case in compliance with Sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any applicable procedures and orders of the Court. Bradley will use commercially reasonable efforts to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the Appendix B Guidelines, both in connection with this Application and the interim and final fee applications to be filed by Bradley in this Chapter 11 Case.

NOTICE

27. Notice of this Application will be provided to: (a) the U.S. Trustee; (b) the United States Attorney's Office for the Southern District of Texas; (c) those creditors holding the thirty largest unsecured claims against the Debtor's estate; and (e) counsel to the Prepetition Secured Parties. In light of the nature of the relief requested herein, the Debtor submits that no other or further notice is necessary.

CONCLUSION

WHEREFORE the Debtor respectfully requests entry of the Proposed Order, attached hereto as **Exhibit D**, granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

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Dated: February 20, 2026

/s/ John Shepherd
John Shepherd
Chief Restructuring Officer
Shannon Wind, LLC

CERTIFICATE OF SERVICE

I hereby certify that on February 20, 2026, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the claims, noticing, and solicitation agent.

/s/ Jarrod B. Martin
Jarrod B. Martin

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

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

DECLARATION OF JARROD B. MARTIN IN SUPPORT OF APPLICATION OF SHANNON WIND, LLC PURSUANT TO 11 U.S.C. § 327(a), FED. R. BANKR. P. 2014(a) AND 2016, AND LOCAL RULES 2014-1 AND 2016-1 FOR AUTHORITY TO RETAIN AND EMPLOY BRADLEY ARANT BOULT CUMMINGS LLP AS ATTORNEYS FOR DEBTOR EFFECTIVE AS OF THE PETITION DATE

Pursuant to 28 U.S.C. § 1746, I, Jarrod B. Martin, hereby declare as follows:

1. I am a partner of the firm of Bradley Arant Boult Cummings LLP ("**Bradley**" or the "**Firm**"), a law firm with its principal office at 1819 Fifth Avenue North, Birmingham, Alabama 35203; and regional offices in Huntsville and Montgomery, Alabama; Washington, D.C.; Houston and Dallas, Texas; Jackson, Mississippi; Tampa, Florida; Knoxville, Chattanooga and Nashville, Tennessee; Atlanta, Georgia; and Charlotte, North Carolina. I am an attorney-at-law, duly licensed to practice in the states of Texas and Georgia and admitted to the United States District Courts for the Southern, Eastern, Northern and Western Districts of Texas, Northern District of Georgia and District of Colorado.

2. I submit this declaration (this "**Declaration**") in connection with the Application submitted on the date hereof (the "**Application**") of the Debtor, as debtor and debtor-in-possession (the "**Debtor**"), for authority to employ and retain Bradley as its attorneys in the above-captioned Chapter 11 case, effective as of January 25, 2026 (the "**Petition Date**"), at Bradley's normal hourly rates in effect from time to time and in accordance with Bradley's normal reimbursement policies,

in compliance with sections 327(a), 328(a), 329, and 504 of title 11 of the United States Code (the "**Bankruptcy Code**"), and to provide the disclosure required under Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rules 2014-1 and 2016-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "**Local Rules**"). Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein. To the extent any information disclosed herein requires amendment or modification upon Bradley's completion of further review, or as additional information regarding parties in interest becomes available, a supplemental declaration will be submitted to the Court reflecting such amended, supplemented, or otherwise modified information.

3. Neither I, Bradley, nor any partner of, counsel to, or associate of the Firm represents any entity other than the Debtor in connection with this Chapter 11 case. In addition, except as set forth herein, to the best of my knowledge, after due inquiry, neither I, Bradley, nor any partner of, counsel to, or associate of the Firm represents any party in interest in this Chapter 11 case in matters related to this Chapter 11 case.

Bradley's Disclosure Procedures

4. Bradley, which employs approximately 750 attorneys, has a large and diversified legal practice that encompasses the representation of many financial institutions and commercial corporations. Bradley has, in the past represented, currently represents, and may, in the future, represent entities that are claimants or interest holders of the Debtor in matters unrelated to this Chapter 11 case. Some of those entities are, or may consider themselves to be, creditors or parties in interest in this Chapter 11 case or otherwise have interests in this case.

5. In preparing this Declaration, I used a set of procedures developed by Bradley to ensure compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules regarding the retention of professionals by a debtor under the Bankruptcy Code (the

"**Firm Disclosure Procedures**"). Pursuant to the Firm Disclosure Procedures, I performed, or caused to be performed, the following actions to identify the parties relevant to this Declaration and to ascertain Bradley's connection to such parties:

a. A comprehensive list of the types of entities that may have contacts with the Debtor was developed through discussions with the Bradley attorneys who have provided services to the Debtor and in consultation with the advisors to and senior management of the Debtor (the "**Retention Checklist**"). A copy of the Retention Checklist is attached hereto as **Exhibit 1**.

b. Bradley obtained information responsive to the Retention Checklist through several inquiries of the Debtor's senior management and advisors and review of documents provided by the Debtor to Bradley. Bradley then used that information, together with other information identified by Bradley, to compile a list of the names of entities that may be parties in interest in this chapter 11 case (the "**Potential Parties in Interest**"). A list of the Potential Parties in Interest is attached hereto as **Exhibit 2**.

c. Bradley maintains a master client database as part of its conflict clearance and billing records. The master client database includes the names of the entities for which any attorney time charges have been billed since the database was first created (the "**Client Database**"). The Client Database includes the names of all current and former clients, the names of the parties who are or were related or adverse to such current and former clients, and the names of the Bradley personnel who are or were responsible for current or former matters for such clients. Bradley's policy is that no new matter may be accepted or opened within the Firm without completing and submitting to those charged with maintaining the conflict clearance system the information necessary to check each such matter for conflicts, including the identity of the prospective client, the name of the matter, adverse parties, and, in some cases, parties related to the client or to an adverse party. Accordingly, the database is updated for every new matter undertaken by Bradley. The accuracy of the system is a function of the completeness and accuracy of the information submitted by the attorney opening a new matter.

d. Bradley compared the names of each of the Potential Parties in Interest to client matters in the Client Database for which professional time was recorded during the two years prior to the comparison.[1] Any matches to names in the Client Database generated by the comparison were compiled,

[1] For purposes of the Firm Disclosure Procedures, Bradley considers an entity a "former client" if professional time was recorded within the past two years, but all matters for such client have since been closed. Because the Firm Disclosure Procedures only reflect client activity during the past two years, matches to client matters outside that timeframe are not reflected in this Declaration.

together with the names of the respective Bradley personnel responsible for the identified client matters (the "**Client Match List**").

e. A Bradley attorney then reviewed the Client Match List and deleted obvious name coincidences and individuals or entities that were adverse to Bradley's clients in both this matter and the matter referenced on the Client Match List.

f. Using information in the Client Database concerning entities on the Client Match List and making general and, if applicable, specific inquiries of Bradley personnel, Bradley verified that it does not represent and has not represented any entity on the Client Match List (other than the Debtor) in connection with this Chapter 11 case.

g. In addition, a general inquiry was sent by electronic mail to all Bradley personnel (attorneys and staff) to determine whether any such individuals or any members of their households (i) own any debt or equity securities of the Debtor; (ii) hold a claim against or interest adverse to the Debtor; (iii) are or were officers, directors, or employees of the Debtor or any of its affiliates or subsidiaries; (iv) are related to or have any connections to Bankruptcy Judges in the Southern District of Texas; or (v) are related to or have any connections to anyone working in the Office of the United States Trustee for the Southern District of Texas (the "**U.S. Trustee**").

Bradley's Connections with the Debtor

6. Bradley compiled responses to the foregoing inquiries for the purpose of preparing this Declaration. Responses to the inquiry described in paragraph 5(g) above reflect that, as of the Petition Date, except as may be set forth herein, Bradley: (a) is not a creditor of the Debtor, an equity security holder of the Debtor, or an "insider" of the Debtor, as that term is defined in section 101(31) of the Bankruptcy Code; (b) is not and has not been, within two (2) years before the Petition Date, a director, officer, or employee of the Debtor; and (c) does not have an interest materially adverse to the interests of the Debtor's estate or of any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in the Debtor, or for any other reason.[2]

[2] Bradley has not determined whether Bradley personnel or members of the households of Bradley personnel unknowingly hold stock or other interests in the Debtor in blind accounts, discretionary accounts, or mutual funds.

7. Prior to their appointment to the United States Bankruptcy Court for the Southern District of Texas, United States Bankruptcy Judges Christopher M. Lopez and Alfredo R Pérez were employed by and counsel to Weil Gotshal & Manges LLP ("**Weil**"). Prior to his current employment at Bradley, attorney Michael Riordan worked in the bankruptcy group at Weil from 2010-2013 with Judges Perez and Lopez. Except for the foregoing, no Bradley lawyers or support staff or their family members is related to or has any other connections to Bankruptcy Judges in the Southern District of Texas. Prior to my current employment at Bradley, I worked in the office of the United States Trustee from 2011-2014. Except for the foregoing, no Bradley lawyers or support staff or their family members is related to or has any other connections to the U.S. Trustee.

8. Bradley began providing legal advice to the Debtor in November 2025 in connection with a review of strategic alternatives to deleverage the Debtor's balance sheet. Bradley was extensively involved in prepetition negotiations with the Debtor's management in analyzing the Debtor's strategic alternatives. Bradley was primarily responsible for the preparation of the Chapter 11 petition, motions, and applications relating to the Debtor's Chapter 11 case and its commencement.

Bradley's Connections with Parties in Interest in
Matters Unrelated to this Chapter 11 Case

9. Either I, or an attorney working under my supervision, reviewed the connections between Bradley and the clients identified on the Client Match List, and the connections between those entities and the Debtor. After such review, either I, or an attorney working under my supervision, determined, in each case, that Bradley does not hold or represent an interest that is adverse to the Debtor's estate and that Bradley is a "disinterested person" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, for the reasons discussed below.

10. Bradley previously represented, currently represents, and may, in the future, represent the entities (or their affiliates) described below, in matters unrelated to the Debtor and its Chapter 11 case. An entity is described as a "Current Client" if Bradley has any open matters for such entity and attorney time charges have been recorded on any such matters within the past two years.

11. Disclosures relating the categories on the Retention Checklist, attached hereto as **Exhibit 3** (the "**Disclosure Schedule**"), are the product of implementing the Firm Disclosure Procedures. Bradley has not represented, does not represent, and will not represent any entities listed on the Disclosure Schedule in matters directly related to the Debtor or this Chapter 11 case.

12. The annual fees for each of the last two years paid to Bradley by any party on the Client Match List or its affiliates did not exceed 1% of the Firm's annual gross revenue.

13. In addition to the foregoing, through diligent inquiry, I have ascertained no connection, as such term is used in section 101(14)(C) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and Bankruptcy Rule 2014(a), between Bradley and (i) the U.S. Trustee or any person employed by the U.S. Trustee, (ii) any attorneys, accountants, or financial consultants in this Chapter 11 case, or (iii) any investment bankers who represent or may represent the Debtor, claimants, or other parties in interest in this Chapter 11 case, except as set forth herein and on the Disclosure Schedule. As part of its practice, Bradley appears in cases, proceedings, and transactions involving many different attorneys, accountants, financial consultants, and investment bankers, some of whom now, or may in the future, represent claimants and other parties in interest in this case. Bradley has not represented, and will not represent, any such parties in relation to the Debtor or this Chapter 11 case. Bradley does not have any

relationship with any such attorneys, accountants, financial consultants, or investment bankers that would be adverse to the Debtor or its estate.

14. Certain of the parties in interest in this Chapter 11 case may be or may have been, from time to time, members of ad hoc or official creditors' committees represented by Bradley in matters unrelated to this Chapter 11 case. In such instances, Bradley only represented the committee or group and did not represent the creditors in their individual capacities, and no attorney-client relationship exists or existed between Bradley and such parties in interest unless specifically noted. Bradley does not and will not represent any of these parties in connection with this Chapter 11 case.

15. Bradley also makes the following specific disclosures:

a. Berkshire Hathaway has been listed as an affiliate parent of tax equity investor of the Debtor. Bradley represents or represented certain affiliates or subsidiaries of Berkshire Hathaway, including the following clients or former clients: Benjamin Moore & Co., Clayton Homes, Fruit of the Loom, Inc., McLane Company, Inc., Russell Brands, LLC, Shaw Industries, Vanderbilt Mortgage and Finance, Inc., 21st Mortgage Corporation, CMH Services, Inc. and HomeServices of America, Inc. as well as their immediate affiliates in various matters that are unrelated to the Debtor.

b. Lotus Infrastructure Partners has been listed as a party-in-interest, and we understand that Starwood Capital Group is the parent of Lotus Infrastructure Partners. Starwood Capital Group is a current client of Bradley in matters that are unrelated to the Debtor.

c. Wilmington Trust has been listed as a banking services provider of the Debtor. Wilmington Trust, National Association is a current Bradley client in three open matters that are unrelated to the Debtor.

d. Citibank, NA has been listed as first lien agent of the Debtor. CitiMortgage is a current client of the firm in matters unrelated to the Debtor.

e. AFCO Credit Corporation has been listed as an insurer of the Debtor. AFCO Credit Corporation is a subsidiary of Truist Bank, which is a current client of Bradley in matters unrelated to the Debtor.

f. PWC has been listed as a professional of the Debtor. PWC Companies is a current client of Bradley with two open matters that are unrelated to the Debtor.

g. Tenaska Power has been listed as a vendor of the Debtor. Tenaska Power is a current client of Bradley in one matter that is unrelated to the Debtor.

h. Wanzek Construction has been listed as a vendor of the Debtor. Wanzek Construction is a subsidiary of MasTec. Mastec Power Corporation is a current client of Bradley with two open matters that are unrelated to the Debtor.

16. Despite the efforts described herein to identify and disclose Bradley's connections with the parties in interest in this Chapter 11 case, and because the Debtor may have numerous relationships, Bradley is unable to state with certainty that every client relationship or other connection has been disclosed. Therefore, Bradley will continue to apply the Firm Disclosure Procedures. If any new material, relevant facts, or relationships are discovered or arise, Bradley will promptly file a supplemental disclosure with the Court.

17. In the event that Bradley's representation of the Debtor in connection with any matter in this case would result in Bradley becoming adverse to a party in interest in a manner that gives rise to a professional conflict, Bradley will advise the Debtor to utilize separate conflicts counsel as appropriate.

Bradley Is Disinterested

18. Based on the foregoing, insofar as I have been able to ascertain after diligent inquiry, I believe Bradley does not hold or represent an interest adverse to the Debtor's estate in the matters upon which Bradley is to be employed and that Bradley is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

Bradley's Retainer, Rates, and Billing Practices

19. Bradley is not a creditor of the Debtor. During the 90-day period prior to the Petition Date, Bradley received payments and advances in the aggregate amount of $362,046.86 for services performed and expenses incurred, and also to be performed and incurred, including in preparation for the commencement of this Chapter 11 case. As of the Petition Date, Bradley has a remaining credit balance in favor of the Debtor for professional services performed and to be performed, and expenses incurred and to be incurred, in connection with this Chapter 11 case in the amount of $23,030.90 (the "**Fee Advance**"). Bradley intends to apply the Fee Advance to any outstanding amounts relating to the period prior to the Petition Date that were not processed through Bradley's billing system as of the Petition Date. Bradley intends to retain the balance on account for services rendered and expenses incurred subsequent to the Petition Date.

20. Bradley intends to charge the Debtor for services rendered in this Chapter 11 case at Bradley's normal hourly rates in effect at the time the services are rendered, with a 10% discount from Bradley's customary hourly rates. Bradley informed the Debtor that, subject to this Court's approval, it will bill at the following hourly rates, which reflect a 10% discount from Bradley's standard hourly rates: $980 to $666 for partners and counsel, $655 to $535.50 for associates, and $397 for paraprofessionals.

21. Bradley also intends to seek reimbursement for expenses incurred in connection with its representation of the Debtor in accordance with Bradley's normal reimbursement policies, subject to any modifications to such policies that Bradley may be required to make to comply with orders of this Court, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the "**Fee Guidelines**"). Bradley's disbursement policies pass through all out-of-pocket

expenses at actual cost or an estimated actual cost when the actual cost is difficult to determine. For example, with respect to duplication charges, Bradley charges $.10 per printed black and white page and $.50 per color page because the actual cost is difficult to determine. Similarly, as it relates to computerized research, Bradley believes that it does not make a profit on that service as a whole, although the cost of any particular search is difficult to ascertain. Other reimbursable expenses (whether the service is performed by Bradley in-house or through a third-party vendor) include facsimiles, overtime, overtime meals, deliveries, court costs, cost of food at meetings, transcript fees, travel fees, and clerk fees.

22. No promises have been received by Bradley, or any partner, counsel, or associate of Bradley, as to payment or compensation in connection with this Chapter 11 case other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Fee Guidelines. Furthermore, Bradley has no agreement with any other entity to share compensation received by Bradley or by such entity.

23. The Application requests approval of Bradley's retention on rates, terms, and conditions consistent with what Bradley charges non-Chapter 11 debtors, namely, prompt payment of Bradley's hourly rates, as adjusted from time to time, and reimbursement of out-of-pocket disbursements at cost or based on formulas that approximate the actual cost where the actual cost is not easily ascertainable. Subject to these terms and conditions, Bradley intends to apply for allowance of compensation for professional services rendered in this Chapter 11 case and for reimbursement of actual and necessary expenses relating thereto, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Fee Guidelines, and any other applicable procedures and orders approved by the Court. The terms of Bradley's

retention are set forth in the applicable engagement letter by and between Bradley and the Debtor, a copy of which is attached hereto as **Exhibit 4**.

Coordination with Other Professionals for the Debtor

24. Bradley is aware that the Debtor has submitted, or intends to submit, separate applications to retain other professionals in this case. Bradley, in conjunction with the Debtor's management, intends to carefully monitor and coordinate the efforts of all professionals retained by the Debtor in this Chapter 11 case and will delineate their respective duties so as to prevent duplication of services whenever possible.

Attorney Statement Pursuant to Fee Guidelines

25. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the Fee Guidelines.

Question:	Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?
Response:	No.
Question:	Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?
Response:	No.
Question:	If you represented the client in the twelve (12) months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the twelve (12) months prepetition. If your billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference.
Response:	Bradley represented the Debtor for approximately two months prior to the Petition Date. Bradley's engagement has been based on hourly rates in effect from time to time. Bradley's rates are subject to periodic adjustment, and such an adjustment occurred January 1, 2026. Bradley's billing rates and material financial terms with respect to this matter have not changed post-petition.
Question:	Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?
Response:	Bradley is developing a prospective budget and staffing plan for this Chapter 11 case. Bradley and the Debtor will review such budget following the close of the budget period to determine a budget for the following period.

26. The foregoing constitutes the statement of Bradley pursuant to sections 327(a), 328(a), 329, and 504 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b), and Local Rules 2014-1 and 2016-1.

27. I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Dated: February 20, 2026

/s/ Jarrod B. Martin
Jarrod B. Martin, Partner
Bradley Arant Boult Cummings LLP

Exhibit 1

Retention Checklist

- Debtors
- Debtor's Trade Names and Aliases (up to 8 years) (a/k/a, f/k/a, d/b/a)
- Affiliates
- Bank Accounts
- Bankruptcy Judges and Staff (for the Southern District of Texas)
- Contract Counterparties (includes patents and intellectual property)
- Current Officers and Directors (include senior management)
- Current Officers and Directors Affiliations
- Debtors Professionals (law firms, accountants and other professionals)
- Former Officers and Directors (include senior management if readily available)
- Former Officers and Directors Affiliations
- Insurance/Insurance Provider/Surety Bonds
- Landlords and other Parties to Material Unexpired Leases with the Debtors
- Lenders and Agent Under the Credit Agreement
- Litigation Counterparties/Litigation Pending Lawsuits – includes threatened litigation
- Material Suppliers and Vendors (greater than $1 million spend in the last 6 months)
- Non-Debtors Professionals (law firms, accountants, and other professionals)
- Ordinary Course Professionals
- Other Secured Parties
- Parties to Material Contracts with the Debtors (>$1 Million in value remaining)
- Regulatory and Government (Federal, State, and Local)
- Shareholders of Affiliates
- Significant Competitors
- Taxing Authorities (Federal, State, and Local; trust fund, use property, franchise, sales)
- Top 100 Unsecured Creditors
- UCC Search Results
- United States Trustee and Staff (for the Southern District of Texas)
- Utility Providers/Utility Brokers
- Vendors/Suppliers

Exhibit 2

Potential Parties in Interest[3]

Debtor
Shannon Wind, LLC

Banking Services
Wilmington Trust

Insurance
AFCO Credit Corporation
CAC Speciality
Moore-McNeil
Homeland Insurance Company of New York
United Specialty Underwriters
Federal Insurance Company (Chubb)
AIG
First Insurance

Court Staff
Aaron Jackson
Aimee Hernandez
Akeita House
Ana Castro
Hon. Alfredo R. Perez
Hon. Christopher M. Lopez
Hon. Eduardo V. Rodriguez
Hon. Jeffrey P. Norman
Hon. Marvin Isgur
Isaac Pavlik
Jeannie Chavez
Nathan Ochsner
Rosario Saldana
Shannon Holden
Sierra Thomas-Anderson
Tracey Conrad
Tyler Laws
Yesenia Lila

U.S. Trustee's Office
Alethea Caluza
Alicia Barcomb
Alina Samko-Yu
Andrew Jimenez
Christine Green
Christopher R. Travis
Christy Simmons
Glenn Otto
Gwen Smith
Ha Nguyen
Hector Duran
Ivette Gerhard
Jana Whitworth
Jayson B. Ruff
Kevin M. Epstein
Linda Motton
Luci Johnson-Davis
Millie Aponte Sall
Rajalakshmi Krishnan
Samantha Chilton
Susan B. Hersh
Vianey Garza
Yasmine Rivera

Landlords
Wichita Falls Area Community Foundation
Arthur H. Litteken and Shirley D. Litteken
Cletus J. Schroeder and Darla J. Schroeder
David Lynn Jackson and Cheryl Dawne Jackson
Douglas J. Wolf and Betty S. Wolf
Lloyd A. Wolf, Sr.
Edward C. Moer, Jr. and Debra K. More
Jerome T. Horn, Vergie M. Horn and Kevin Horn

[3] Potential Parties in Interest that could be listed under multiple categories are only listed once.

Jimmy M. Horn
Joey R. Horn and Jessica Juan Wang
Kaye Sschreiber Nichols, Bob Schreiber and Pauline A. Schreiber
Michael Dale Jackson and Judy Kay Jackson
Robert E. Steinberger, Sr. and Carolyn Sue Cox Steinberger
Terrence Lee Schroeder and Scotta Lea Schroeder
Michael L. Garrett and Antoinette I. Garrett Trustees of the Garrett Family Trust
Prairie Grove Ranch Partnership, LLC
Robert Alvin Schroeder and Rebecca Lynn Schroeder
Teddy W. Conrady and Adanna J. Conrady

First Lien Agent
Citibank, N.A.

Secured Creditors
Citigroup Energy Inc

Parties-In-Interest
Lotus Infrastructure Partners

Professionals
Bradley Arant Boult Cummings
Alliant Insurance Services
Capitol Airspace Group
Cummings Westlake
DNV
Dorsey and Whitney LLP
Husch Blackwell
O'Melveny & Myers LLP
PWC
Quinn Emmanuel
Winston & Strawn LLP
Accordion
ICF
Leidos
Nomura
ESE Partners
KPMG
Willkie Farr & Gallagher LLP
McGuire Woods

Property Taxes
Clay County Appraisal District
Clay County Judge
Midway ISD

Regulatory Agency
Electric Reliability Council of Texas
Texas Public Utility Commission
Texas Commission on Environmental Quality
Texas Reliability Entity / NERC
Energy Information Administration
Occupational Safety and Health Administration
Texas Railroad Commission

State Tax / Fees
Texas State Comptroller

Regulatory Agency
Federal Aviation Agency
Texas Excavation Safety Systems

Related Legal Entity
Shannon Greenwich Holdings, LLC
Shannon Group Holdings, LLC
Shannon Partnership Holdings, LLC
Shannon Wind Holdings, LLC

Affiliate Parent of Tax Equity Investor
Berkshire Hathaway

Tax Equity Investor
MidAmerican Wind Tax Equity Holdings, LLC

Utilities
Comcell Community
WaterPro Inc.
JAC Electric Cooperative
Tenaska Power
Safety Kleen
Waste Connections

Vendors

CAMS Renewable Services, LLC
GE Vernova International LLC
Alamo Transformer
Benita Barron
Blanton & Associates Inc.
Bo's Workshop
CAMS Bluewire
CAMS eSPARC
CommTech
DTN
Electric Power Engineers, LLC
Electric Power Systems
iDeals
Lonestar Wastewater
Priority Power
Renewstar
Renewable Performance Engineering LLC
Risk Work
Simon Wind
True Steel
Wanzek Construction
Whitaker Services
Wolf's Legendairy

Chief Restructuring Officer

John Shepherd

Independent Manager

John Jones
Redbud New Energy

Tax Authority

IRS

Claims Agent

Kurtzman Carson Consultants LLC
dba Verita Global

Litigation Claimant Counsel

Scott Douglass LLP
The Buzbee Law Firm
Abraham Watkins
Robins Cloud LLP
Brent Coon & Assocs.
Fears Nachawati PLLC
Danae Benton
Spagnoletti Law Firm
Spagnoletti Law Firm
Denenberg Tuffley, PLLC
Mostyn Law
Butler Weihmuller LLP
Grotefeld Hoffmann
Matthiesen Wickert
Forester Haynie PLLC
Fort Bend County, Texas
Wood, Smith, Henning & Berman, LLP
Napoli Shkolnik
Thompson Brody & Kaplan, LLP
Hendler Flores Law
Dick Law Firm
Grotefeld Hoffmann, LLP
Harrison Davis Morrison Jones, PC
The Law Office of Jeffrey S. Reddall
Property Tax Group
Cox, PLLC
Law Office of Frank J Webb

Exhibit 3

Disclosure Schedule

Matched Entity	Relationship to Debtor	Relationship to Bradley
Berkshire Hathaway	Affiliate parent of tax equity investor	Affiliate or Subsidiary of Current Client
Wilmington Trust	Banking services	Current Client
Citibank, NA	First lien agent	Affiliate or Subsidiary of Current Client
AFCO Credit Corporation	Insurance	Affiliate or Subsidiary of Current Client
Lotus Infrastructure Partners	Party-in-Interest	Affiliate or Subsidiary of Current Client
KPMG	Professionals	Former Client
PWC	Professionals	Affiliate or Subsidiary of Current Client
Winston & Strawn LLP	Professionals	A member of the Attorneys' Liability Assurance Society (ALAS) alongside Bradley
McGuire Woods	Professionals	A member of the Attorneys' Liability Assurance Society (ALAS) alongside Bradley
Tenaska Power	Utilities	Current Client
Waste Connections	Utilities	Former Client
Wanzek Construction	Vendors	Affiliate or Subsidiary of Current Client
Abraham Watkins	Litigation Claimant Counsel	Former Client

Exhibit 4

Engagement Letter

Jarrod B. Martin
Partner
Email: jbmartin@bradley.com
Direct: 713.576.0388
Facsimile: 713.576.0301
Admitted in Texas and Georgia

January 14, 2026

Shannon Wind, LLC
c/o John Shepherd, Chief Restructuring Officer
1920 McKinney Ave, Suite 950
Dallas, Texas 75201

Email: John.shepherd@accordion.com

Re: *Contract for legal services*

Dear Mr. Shepherd:

Thank you for asking Bradley Arant Boult Cummings LLP ("Bradley") to represent Shannon Wind, LLC ("Client" or "you"). This letter confirms our engagement and describes the basis on which we will provide our legal services. If at any time you have questions or there is some action on our part that will better suit your needs, please let us know. We want you to be fully satisfied with the legal services we provide.

Client. You will be our only client in this matter. Unless we agree otherwise in writing, persons and entities related to you or sharing your interests, including affiliated companies, owners, officers, or directors, are not our clients.

Prior to our agreeing to accept specific future matters, you agree to identify for us the matter and any other parties involved in that matter so that we can perform an appropriate conflict search with regard to those parties. If at that time we determine conflict issues exist with regard to any of the newly identified parties, we will contact you, to the extent allowed under applicable rules of professional conduct, to discuss the conflicts and to determine whether we can, in fact, represent you in the matter.

Scope of Engagement. The scope of our engagement includes all services related to a potential Chapter 11 bankruptcy case of Shannon Wind, LLC and includes all services rendered by our firm on or prior to the date of this letter in connection with such case. Our representation will include preparation and filing of the voluntary Chapter 11 petition, schedules, statements of financial affairs, and related documents required for case commencement. We will prepare and prosecute first day motions, including emergency motions for cash collateral use, critical vendor payments, utility assurances (to the extent necessary), cash manage, and related relief necessary to stabilize operations at the outset of the case. Our engagement includes negotiation and documentation of cash collateral orders and debtor-in-possession financing arrangements with Citicorp Energy, Inc. or any of its parents, subsidiaries, or affiliates, and any other secured creditors, including all related financing documents and court filings. We will attend the §341 meeting of creditors, initial debtor interview, and periodic status conferences, and provide general advice regarding debtor-in-possession operations, fiduciary duties, and compliance with the Bankruptcy Code and court orders. Our representation includes communications and negotiations

with the Office of the United States Trustee, any creditors' committees that may be appointed, and major creditors throughout the case.

We will develop a sales process, and prepare, file, and prosecute a plan of reorganization and disclosure statement on your behalf. This includes negotiations with stakeholders regarding plan terms and treatment, and prosecution of disclosure statement approval and plan confirmation. Our engagement includes representation in contested matters and adversary proceedings arising from or related to the bankruptcy case, including but not limited to disputes with the equity sponsor, cash collateral and DIP financing disputes, lift-stay motions, objections to claims, and other litigation matters as they arise in the bankruptcy case.

Our representation is limited to Shannon Wind, LLC as debtor and debtor-in-possession. We do not represent, and this engagement does not create an attorney-client relationship with, any principals, members, managers, equity sponsors, affiliates, or other related parties of Shannon Wind, LLC.

You acknowledge that following the filing of the bankruptcy petition, our employment and fees will be subject to Bankruptcy Court approval under 11 U.S.C. §§327 and 330, and we will file an application for approval of our employment as debtor's counsel.

Our scope of work will also include assistance and advice related to the §363 sales process including preparation and negotiation of all transaction related documentation and any post-closing claims and assistance related to such §363 sales.

What we need from you. Please keep us informed of developments that may affect the work we are doing for you. Also, we expect that you will commit sufficient resources to meet the demands of the matter and be available to attend meetings and necessary legal proceedings. Please provide us with all documents and other information necessary for us to perform our work for you. We also ask that you promptly review and pay our invoices. Please ask us any questions you may have about our services or charges.

Advice about Possible Outcomes. During the course of our representation, we may advise you about various courses of action or results that might be obtained. That advice will be based on the information and circumstances known to us at the time. You should not regard our advice as a promise of what may happen in the future or a guarantee of future results.

Fees, Costs, and Staffing. Our fees are based on hourly rates that vary depending on the lawyer, paralegal, or other professional staff involved. They are also subject to periodic adjustment. My hourly rate is currently $980. In connection with the §363 sales process and related general corporate services rendered in connection therewith, David Sheinbein will assist on this matter and his hourly rate is currently $885. Other attorneys and professional staff will assist on this matter as necessary, including James Bailey, Michael Riordan, Rodrigo Martiz, and Mary Snapp (whose current hourly rates are set forth below). As a courtesy, these rates reflect a 10% discount from our standard hourly rates.

James Baily - $810

Michael Riordan - $900
Mary Snapp - $740
Rodrigo Martinez - $655

At times and as appropriate, we may utilize junior lawyers and other personnel with lower hourly rates in an effort to reduce or lower the cost of legal fees. Time devoted by professional staff to client matters may be charged at hourly billing rates, which are also subject to adjustment from time to time by the firm. The time for which we will charge you will include, but will not be limited to, communications with you (including by telephone, email, and office conferences), counsel for other parties, witnesses, consultants, and others; conferences among our legal personnel; factual investigation; legal research; responding to clients' requests for us to provide information to their auditors in connection with reviews or audits of financial statements; preparation of letters, agreements, prospectuses, pleadings, briefs and other documents; travel time; time spent in court; and time in depositions and other discovery proceedings.

In addition to our legal fees, we will bill you for costs and expenses we incur on your behalf or in the course of our representation. These may include items such as copy costs, messenger and delivery service, Westlaw and Lexis-Nexis research, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), court costs, and filing fees. We use unit rates or similar charges for some expenses, such as copies (10 cents per page). For such items, the amount charged approximates our cost as closely as possible. We do not charge for routine incoming or outgoing facsimiles or for long-distance phone calls. Items of a non-routine nature will be charged at the actual cost to Bradley as submitted by the carrier. We have negotiated favorable rates with Westlaw for the majority of their databases. Charges for research performed in Westlaw reflect the discount we receive from Westlaw under our agreement. Databases that are not part of our Westlaw agreement are charged at Westlaw retail rates. Unless special arrangements are made at the outset, fees and expenses of others (such as outside copy services, experts, investigators, witnesses, consultants, and court reporters) will not be paid by us and will be the responsibility of, and billed directly to, you. Depending on the nature of the expense, we may ask that certain expenses be billed to you and be paid directly by you.

Estimates. If you request, we will provide you with an estimate or range of legal fees or costs. Any such estimate or range will necessarily be based on assumptions about the remaining scope of services and expected level of effort. It will also be based on information and circumstances known to us at the time. Any estimate or range is not binding, is subject to periodic revision, and should not be construed as a promise or guarantee that your matter can be concluded within the estimate or range of fees or costs.

Retainer. In certain matters, we require payment before rendering service. In this matter, we will a require a retainer of $150,000.

Invoicing and Payment for our Services. We expect to send our bills to you monthly. Unless you instruct otherwise, your billing address will be the same address used to send you this letter. If an insurer, indemnitor, or other third party agrees to receive, review, or pay our bills, we should address in advance the legal and ethical ramifications of such an arrangement. For example,

if you arrange for a third party to receive, review, or pay our bills on your behalf, such payment does not itself make the payor a client, and the payor has no right to instruct us in our representation of you. Moreover, in such a situation, our duty of confidentiality runs to you alone. In other words, we will not, without your permission, disclose your confidential information to the payor. Finally, you agree that any third-party payment arrangement does not affect Client's own obligation to pay any outstanding fees and expenses. Our bills are due upon receipt. Invoices over 30 days aged are considered past due. If we are not promptly paid, we reserve the right to withdraw from representing you or to suspend further service to you until such time as we reach a resolution regarding payment. Bradley will deliver to the Client weekly and cumulative accruals for all Bradley professionals and staff.

Data Management Services. For eDiscovery and other purposes, Bradley offers data hosting and management services. Bradley employs eDiscovery professionals within the firm and also contracts with outside vendors as needed. If the scope of this engagement includes these services or is expanded to include these services, we will bill you for the costs of such services, whether provided by professionals in our offices or by outside vendors whose work we supervise.

Digital Tools. We may find it useful to use or create digital tools in this representation. For example, we may allow you access to our computer system via an extranet or create databases for use in this matter. The use of certain of these tools may require you to sign additional documents to confirm responsibility for password protection and to address other appropriate concerns. We will not be required to maintain these tools beyond the termination of this engagement, absent a written agreement to the contrary.

Generative Artificial Intelligence. We anticipate that during this engagement, Bradley may use generative artificial intelligence ("GenAI") to enhance and streamline certain aspects of our services. Specifically, we may use this technology to assist us with performing due diligence, contract and document review, conducting legal research, drafting legal documents, or other legal tasks if appropriate under the circumstances of this engagement in order to create efficiencies that enable us to provide more cost-effective legal services. We undertake efforts to ensure that the GenAI tools that we utilize are appropriate for use in representing our clients, including the security and protection of Client's confidential information, but despite our efforts, just like information contained in academia and media sources published on the Internet, Wikipedia, and even case law, erroneous data and biases may be present and remain undiscovered in the data sources used for GenAI and affect the output from GenAI technology. We are also aware that output from AI technology is not a substitute for human judgement and legal expertise. Our attorneys will continue to provide legal advice and make final decisions on matters based on their experience, knowledge, and legal analysis, all as required pursuant to applicable ethical obligations. Although we may use GenAI technology to assist us in our work, it will not replace the professional judgement of our attorneys, and our lawyers maintain oversight of GenAI-generated outputs to safeguard against the risk of errors in content generated using GenAI tools. Accordingly, we believe and, by signing this letter below, you agree that the benefits of using this technology outweigh the related risks, and you consent to Bradley's use of this technology.

Conflicts of Interest and Waiver. We have evaluated this engagement for conflicts of interest on the basis that we represent only you in this matter. We are not presently aware of any conflicts except as more fully detailed below.

As we have discussed, our firm represents the adverse party, Citicorp North America Inc. ("Citi"), or one or more affiliates thereto, in other unrelated matters, and accordingly we wish to obtain a conflicts waiver from both Citi and Client as a condition to representing Client in this matter. We do not believe that our representation of Client in this matter will adversely affect our relationships with Client or Citi. Our present engagements for Citi are limited. We have never represented Citi in the negotiations or transactions between Client and Citicorp Energy, Inc. or the Matter and we have not received any information about the Client during our representation of Citi. We would also owe each of Client and Citi, in each client's separate matters for which we serve as counsel, the duty of confidentiality with respect to any information Client or Citi have shared with us and to represent Client diligently and competently within the bounds of the law. By signing below, you agree to waive any conflict of interest, that may presently exist or arise in the future, as a result of our representation of Client in this matter while simultaneously representing Citi or its affiliates in other unrelated matters. We have separately requested Citi's consent to the same. Although we believe it is appropriate for us to accept this representation upon the approval of both clients, we also believe it is appropriate that we agree to withdraw and represent neither of Client nor Citi if either client commences litigation against the other in connection with the Matter. Thus, it is possible Client would need to engage alternate counsel if a significant dispute arose with Citi regarding the same.

Additionally, Bradley is a large law firm that represents many other companies and individuals in a variety of matters. It is possible that during the time we are representing you, some of our present or future clients may have transactions or disputes with you. You have agreed that Bradley may continue to represent or may undertake in the future to represent other clients in any matter not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you or a related entity, and even if such representations would be simultaneous. You also have agreed, as part of this prospective consent, that we may represent one or more of the parties opposite or adverse to you in this matter, in any future new matters unrelated to our work for you, even if such representations would be simultaneous. We agree, however, that your prospective consent to conflicting representations will not apply in an instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential or non-public information that, if known to any such other client of ours, could be used in any such other matter by such other client to your material disadvantage, and if screening procedures and similar measures would be insufficient to protect and maintain the confidentiality of that information. Please know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you. You also understand and agree that we may disclose to other clients and prospective clients, as well as prospective lateral attorney candidates, the fact that we represent you to address conflicts issues or obtain similar corresponding waiver and consents from them, provided we will not, without your approval, disclose to such third party the details regarding the specifics of the legal services we are providing you.

Termination of Engagement. You may terminate our engagement at any time by written notice. Likewise, Bradley may also terminate this engagement at any time by written notice, subject to applicable rules of professional conduct. In the event we terminate our representation, we will take such steps as are reasonably practicable to protect your interests in the above matter, and you agree to take all steps necessary to free us of any obligation to perform further. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, you fail to cooperate or follow our advice on a material matter, or any fact or circumstance would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will cooperate with us in taking all steps necessary to complete our withdrawal. If our engagement terminates for any reason, you will remain responsible for paying for all services rendered and costs or expenses paid or incurred on your behalf through and including the date of any withdrawal or termination.

Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated, our representation will conclude when we complete the specific services you have retained us to perform. At your request, we will return your papers and property to you upon our receipt of final payment. We will retain our own files pertaining to the matter, including, for example, firm administrative records, internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research.

Please retain all documents that we send you in accordance with your own records retention practices. All documents we retain will be transferred to the person responsible for administering our records retention program at the end of our representation. Unless we agree otherwise, documents and other materials we retain may be destroyed or disposed of within a reasonable time after termination or conclusion of this engagement. Bradley discourages substantive or important communications with our clients by text message or other messaging services and applications (herein "Text Messages"). Bradley does not maintain Text Messages sent to or received from clients, or their contents, and does not consider Text Messages to be, and does not maintain text messages as, part of the client's file. Text Messages are not retained as part of a client's file materials under our Document Retention Policy.

Additionally, Bradley has internal ethics and professional responsibility counsel, who advise Bradley attorneys regarding their ethical, professional, and legal duties. From time to time, the attorneys working on your matter may consult these lawyers. You acknowledge that any such consultation is protected by Bradley's own attorney-client privilege and not subject to discovery. You also agree that such communications are property of the firm and are not part of the client's file materials.

Use of E-mail. Documents we send to you by e-mail (whether or not containing confidential information) will not be encrypted unless you request us, in writing, to encrypt outgoing e-mail and we are able to agree with you and implement mutually acceptable encryption standards and protocols. We make reasonable attempts to exclude from our e-mails and any attachments any virus or other defect that might affect any computer or IT system. However, it is your responsibility to put in place measures to protect your computer or IT system against any such virus or defect, and we do not accept any liability for any loss or damage that may arise from the receipt or use of electronic communications from us.

Post-Engagement Matters. You are engaging Bradley to provide legal services in connection with a specific matter. After the matter concludes, we may inform you from time to time of developments and changes in the law that might interest you, by newsletter or otherwise. These communications, however, do not create a new attorney-client relationship.

After this matter is concluded, changes in law or circumstances may occur that could impact your future rights and liabilities. Unless you specifically engage us to provide advice on matters arising in the future, we have no continuing obligation to advise you with respect to future developments.

Choice of Law. The relationship between you and Bradley, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law and professional conduct rules of Texas, without regard to conflicts of laws principles.

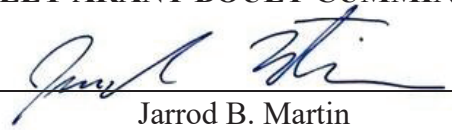
Texas Lawyer's Creed. Bradley's Texas offices subscribe to "The Texas Lawyer's Creed – A Mandate for Professionalism," promulgated by The Supreme Court of Texas. We intend to abide by this, and the Client, upon signing this Agreement, is consenting to its application. "The Texas Lawyer's Creed," in general, promotes civility and professionalism in litigation. We have attached a copy of the Creed in the event the Client wishes to review it.

IOLTA. Texas attorneys are required in some circumstances to place client funds in an interest-bearing account, the interest from which must be paid directly by the financial institution to the Texas Equal Access to Justice Foundation. The Foundation distributes the interest to non-profit organizations that provide civil legal assistance to low-income Texas residents.

State Bar of Texas. The State Bar of Texas requires the following information to be provided to clients: "The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of General Counsel will provide you with information about how to file a complaint."

Please sign a copy of this letter and return it to me. While we prefer to have a signed copy of this letter in our file before beginning work on this matter, we will begin work earlier if circumstances require. Accordingly, our performance of services with your knowledge will be deemed your consent to the terms of the letter unless we hear from you to the contrary. We look forward to working with you on this matter.

BRADLEY ARANT BOULT CUMMINGS LLP

By: 

Jarrod B. Martin

ACCEPTED:

Shannon Wind, LLC

By: John Shepherd

Printed Name: John Shepherd

Title: Chief Restructuring Officer

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

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

DECLARATION OF JOHN SHEPHERD IN SUPPORT OF APPLICATION OF SHANNON WIND, LLC, PURSUANT TO 11 U.S.C. § 327(a), FED. R. BANKR. P. 2014(a) AND 2016, AND LOCAL RULES 2014-1 AND 2016-1, FOR AUTHORITY TO RETAIN AND EMPLOY BRADLEY ARANT BOULT CUMMINGS LLP AS ATTORNEYS FOR SHANNON WIND, LLC EFFECTIVE AS OF THE PETITION DATE

Pursuant to 28 U.S.C. § 1746, I, John Shepherd, hereby declare as follows:

1. I am the Chief Restructuring Officer of Shannon Wind, LLC (the "**Debtor**"). In my current role, I am responsible for overseeing and managing the Debtor's efforts towards a successful restructuring.

2. On January 25, 2026 (the "**Petition Date**"), the Debtor commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"). I submit this Declaration in support of the Debtor's application (the "**Application**"),[1] pursuant to sections 327(a), 328, and 330 of the Bankruptcy Code, Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 2014-1 and 2016-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "**Local Rules**"), for authority to employ and retain Bradley Arant Boult Cummings LLP ("**Bradley**" or the "**Firm**"), as attorneys for the Debtor in the above-captioned chapter 11 case effective as of the Petition Date.

[1] Capitalized terms used, but not otherwise defined, herein shall have the same meanings ascribed to such terms in the Application.

3. This Declaration is provided pursuant to Paragraph D.2 of the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases,* effective November 1, 2013 (the "**Fee Guidelines**"). Except as otherwise indicated herein, the facts set forth in this Declaration are based upon my personal knowledge, information provided to me by the Debtor's advisors, or my opinion based upon knowledge and experience as Chief Restructuring Officer of the Debtor. I am authorized to submit this Declaration on behalf of the Debtor.

4. The Debtor recognizes that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that their bankruptcy professionals are subject to the same client-driven market forces, security, and accountability as professionals in non-bankruptcy engagements. Following interviews with potential counsel, the Debtor engaged Bradley in November 2025 to assist the Debtor with debt restructuring options. The Debtor chose Bradley based upon (i) Bradley's reputation and experience in the restructuring field, (ii) the Debtor's particular circumstances, (iii) Bradley's hourly rate structure, and (iv) discussions with Bradley's attorneys who were proposed to work on this matter.

5. Since November 2025, Bradley has assisted the Debtor in, among other things, evaluating potential restructuring alternatives and, in the process, the Firm has become intimately familiar with the Debtor's capital structure and operations, as well as with the key stakeholders in this chapter 11 case. In this regard, Bradley has been extensively involved in negotiations with key stakeholders regarding the use of cash collateral, and potential alternative transactions pursuant to section 363 of the Bankruptcy Code.

6. Bradley has confirmed to me that the Firm does not vary its billing rates or the material terms of an engagement depending on whether such engagement is a bankruptcy or a non-

bankruptcy engagement. Bradley has advised me its rates in this matter will be as follows, which reflect a 10% discount from Bradley's standard hourly rates: $980 to $666 for partners and counsel, $655 to $535.50 for associates, and $397 for paraprofessionals. It is my understanding that Bradley reviews and adjusts its billing rates annually, typically on or around January 1st of each year. Bradley has advised me that it will inform the Debtor of any adjustment to its existing rate structure.

7. I am informed by Bradley that its attorneys' billing rates are aligned each year to ensure that its rates are comparable to the billing rates of its peer firms. To the extent that there is any disparity in such rates, however, I nevertheless believe that Bradley's retention by the Debtor is warranted in this case for the reasons set forth in the Debtor's Application.

8. I understand that Bradley's fees and expenses will be subject to periodic review during the pendency of this chapter 11 case by, among other parties, the Office of the U.S. Trustee and the Debtor, in accordance with the terms of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders of the Court governing the procedures for approval of interim compensation of professionals retained in chapter 11 cases.

9. As Chief Restructuring Officer, I focus on the day-to-day operations of a 204.1-megawatt wind farm in Clay County, Texas (the "**Project**"), communicating with the Project's stakeholders, ensuring the Debtor has sufficient cash for operations while considering strategic and financial restructuring alternatives, including a potential sale of the Project. I am also responsible for ensuring that all requested fees and expenses are reasonable and correspond with necessary or beneficial services rendered on behalf of the Debtor and its estate. Moreover, Bradley has informed me that the Debtor will have an opportunity to review all invoices and request adjustments to such invoices to the extent that the managers or advisors for the Debtor determine

that such adjustments are necessary and appropriate, which requests will be carefully considered by Bradley.

10. I will continue to review the invoices that the Debtor submits and, together with Bradley, amend such invoices as necessary.

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

Dated: February 20, 2026

/s/ John Shepherd
John Shepherd
Chief Restructuring Officer
Shannon Wind, LLC

Jarrod B. Martin
Partner
Email: jbmartin@bradley.com
Direct: 713.576.0388
Facsimile: 713.576.0301
Admitted in Texas and Georgia

January 14, 2026

Shannon Wind, LLC
c/o John Shepherd, Chief Restructuring Officer
1920 McKinney Ave, Suite 950
Dallas, Texas 75201

Email: John.shepherd@accordion.com

Re: *Contract for legal services*

Dear Mr. Shepherd:

Thank you for asking Bradley Arant Boult Cummings LLP ("Bradley") to represent Shannon Wind, LLC ("Client" or "you"). This letter confirms our engagement and describes the basis on which we will provide our legal services. If at any time you have questions or there is some action on our part that will better suit your needs, please let us know. We want you to be fully satisfied with the legal services we provide.

Client. You will be our only client in this matter. Unless we agree otherwise in writing, persons and entities related to you or sharing your interests, including affiliated companies, owners, officers, or directors, are not our clients.

Prior to our agreeing to accept specific future matters, you agree to identify for us the matter and any other parties involved in that matter so that we can perform an appropriate conflict search with regard to those parties. If at that time we determine conflict issues exist with regard to any of the newly identified parties, we will contact you, to the extent allowed under applicable rules of professional conduct, to discuss the conflicts and to determine whether we can, in fact, represent you in the matter.

Scope of Engagement. The scope of our engagement includes all services related to a potential Chapter 11 bankruptcy case of Shannon Wind, LLC and includes all services rendered by our firm on or prior to the date of this letter in connection with such case. Our representation will include preparation and filing of the voluntary Chapter 11 petition, schedules, statements of financial affairs, and related documents required for case commencement. We will prepare and prosecute first day motions, including emergency motions for cash collateral use, critical vendor payments, utility assurances (to the extent necessary), cash manage, and related relief necessary to stabilize operations at the outset of the case. Our engagement includes negotiation and documentation of cash collateral orders and debtor-in-possession financing arrangements with Citicorp Energy, Inc. or any of its parents, subsidiaries, or affiliates, and any other secured creditors, including all related financing documents and court filings. We will attend the §341 meeting of creditors, initial debtor interview, and periodic status conferences, and provide general advice regarding debtor-in-possession operations, fiduciary duties, and compliance with the Bankruptcy Code and court orders. Our representation includes communications and negotiations

with the Office of the United States Trustee, any creditors' committees that may be appointed, and major creditors throughout the case.

We will develop a sales process, and prepare, file, and prosecute a plan of reorganization and disclosure statement on your behalf. This includes negotiations with stakeholders regarding plan terms and treatment, and prosecution of disclosure statement approval and plan confirmation. Our engagement includes representation in contested matters and adversary proceedings arising from or related to the bankruptcy case, including but not limited to disputes with the equity sponsor, cash collateral and DIP financing disputes, lift-stay motions, objections to claims, and other litigation matters as they arise in the bankruptcy case.

Our representation is limited to Shannon Wind, LLC as debtor and debtor-in-possession. We do not represent, and this engagement does not create an attorney-client relationship with, any principals, members, managers, equity sponsors, affiliates, or other related parties of Shannon Wind, LLC.

You acknowledge that following the filing of the bankruptcy petition, our employment and fees will be subject to Bankruptcy Court approval under 11 U.S.C. §§327 and 330, and we will file an application for approval of our employment as debtor's counsel.

Our scope of work will also include assistance and advice related to the §363 sales process including preparation and negotiation of all transaction related documentation and any post-closing claims and assistance related to such §363 sales.

What we need from you. Please keep us informed of developments that may affect the work we are doing for you. Also, we expect that you will commit sufficient resources to meet the demands of the matter and be available to attend meetings and necessary legal proceedings. Please provide us with all documents and other information necessary for us to perform our work for you. We also ask that you promptly review and pay our invoices. Please ask us any questions you may have about our services or charges.

Advice about Possible Outcomes. During the course of our representation, we may advise you about various courses of action or results that might be obtained. That advice will be based on the information and circumstances known to us at the time. You should not regard our advice as a promise of what may happen in the future or a guarantee of future results.

Fees, Costs, and Staffing. Our fees are based on hourly rates that vary depending on the lawyer, paralegal, or other professional staff involved. They are also subject to periodic adjustment. My hourly rate is currently $980. In connection with the §363 sales process and related general corporate services rendered in connection therewith, David Sheinbein will assist on this matter and his hourly rate is currently $885. Other attorneys and professional staff will assist on this matter as necessary, including James Bailey, Michael Riordan, Rodrigo Martiz, and Mary Snapp (whose current hourly rates are set forth below). As a courtesy, these rates reflect a 10% discount from our standard hourly rates.

James Baily - $810

Michael Riordan - $900
Mary Snapp - $740
Rodrigo Martinez - $655

At times and as appropriate, we may utilize junior lawyers and other personnel with lower hourly rates in an effort to reduce or lower the cost of legal fees. Time devoted by professional staff to client matters may be charged at hourly billing rates, which are also subject to adjustment from time to time by the firm. The time for which we will charge you will include, but will not be limited to, communications with you (including by telephone, email, and office conferences), counsel for other parties, witnesses, consultants, and others; conferences among our legal personnel; factual investigation; legal research; responding to clients' requests for us to provide information to their auditors in connection with reviews or audits of financial statements; preparation of letters, agreements, prospectuses, pleadings, briefs and other documents; travel time; time spent in court; and time in depositions and other discovery proceedings.

In addition to our legal fees, we will bill you for costs and expenses we incur on your behalf or in the course of our representation. These may include items such as copy costs, messenger and delivery service, Westlaw and Lexis-Nexis research, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), court costs, and filing fees. We use unit rates or similar charges for some expenses, such as copies (10 cents per page). For such items, the amount charged approximates our cost as closely as possible. We do not charge for routine incoming or outgoing facsimiles or for long-distance phone calls. Items of a non-routine nature will be charged at the actual cost to Bradley as submitted by the carrier. We have negotiated favorable rates with Westlaw for the majority of their databases. Charges for research performed in Westlaw reflect the discount we receive from Westlaw under our agreement. Databases that are not part of our Westlaw agreement are charged at Westlaw retail rates. Unless special arrangements are made at the outset, fees and expenses of others (such as outside copy services, experts, investigators, witnesses, consultants, and court reporters) will not be paid by us and will be the responsibility of, and billed directly to, you. Depending on the nature of the expense, we may ask that certain expenses be billed to you and be paid directly by you.

Estimates. If you request, we will provide you with an estimate or range of legal fees or costs. Any such estimate or range will necessarily be based on assumptions about the remaining scope of services and expected level of effort. It will also be based on information and circumstances known to us at the time. Any estimate or range is not binding, is subject to periodic revision, and should not be construed as a promise or guarantee that your matter can be concluded within the estimate or range of fees or costs.

Retainer. In certain matters, we require payment before rendering service. In this matter, we will a require a retainer of $150,000.

Invoicing and Payment for our Services. We expect to send our bills to you monthly. Unless you instruct otherwise, your billing address will be the same address used to send you this letter. If an insurer, indemnitor, or other third party agrees to receive, review, or pay our bills, we should address in advance the legal and ethical ramifications of such an arrangement. For example,

if you arrange for a third party to receive, review, or pay our bills on your behalf, such payment does not itself make the payor a client, and the payor has no right to instruct us in our representation of you. Moreover, in such a situation, our duty of confidentiality runs to you alone. In other words, we will not, without your permission, disclose your confidential information to the payor. Finally, you agree that any third-party payment arrangement does not affect Client's own obligation to pay any outstanding fees and expenses. Our bills are due upon receipt. Invoices over 30 days aged are considered past due. If we are not promptly paid, we reserve the right to withdraw from representing you or to suspend further service to you until such time as we reach a resolution regarding payment. Bradley will deliver to the Client weekly and cumulative accruals for all Bradley professionals and staff.

Data Management Services. For eDiscovery and other purposes, Bradley offers data hosting and management services. Bradley employs eDiscovery professionals within the firm and also contracts with outside vendors as needed. If the scope of this engagement includes these services or is expanded to include these services, we will bill you for the costs of such services, whether provided by professionals in our offices or by outside vendors whose work we supervise.

Digital Tools. We may find it useful to use or create digital tools in this representation. For example, we may allow you access to our computer system via an extranet or create databases for use in this matter. The use of certain of these tools may require you to sign additional documents to confirm responsibility for password protection and to address other appropriate concerns. We will not be required to maintain these tools beyond the termination of this engagement, absent a written agreement to the contrary.

Generative Artificial Intelligence. We anticipate that during this engagement, Bradley may use generative artificial intelligence ("GenAI") to enhance and streamline certain aspects of our services. Specifically, we may use this technology to assist us with performing due diligence, contract and document review, conducting legal research, drafting legal documents, or other legal tasks if appropriate under the circumstances of this engagement in order to create efficiencies that enable us to provide more cost-effective legal services. We undertake efforts to ensure that the GenAI tools that we utilize are appropriate for use in representing our clients, including the security and protection of Client's confidential information, but despite our efforts, just like information contained in academia and media sources published on the Internet, Wikipedia, and even case law, erroneous data and biases may be present and remain undiscovered in the data sources used for GenAI and affect the output from GenAI technology. We are also aware that output from AI technology is not a substitute for human judgement and legal expertise. Our attorneys will continue to provide legal advice and make final decisions on matters based on their experience, knowledge, and legal analysis, all as required pursuant to applicable ethical obligations. Although we may use GenAI technology to assist us in our work, it will not replace the professional judgement of our attorneys, and our lawyers maintain oversight of GenAI-generated outputs to safeguard against the risk of errors in content generated using GenAI tools. Accordingly, we believe and, by signing this letter below, you agree that the benefits of using this technology outweigh the related risks, and you consent to Bradley's use of this technology.

Conflicts of Interest and Waiver. We have evaluated this engagement for conflicts of interest on the basis that we represent only you in this matter. We are not presently aware of any conflicts except as more fully detailed below.

As we have discussed, our firm represents the adverse party, Citicorp North America Inc. ("Citi"), or one or more affiliates thereto, in other unrelated matters, and accordingly we wish to obtain a conflicts waiver from both Citi and Client as a condition to representing Client in this matter. We do not believe that our representation of Client in this matter will adversely affect our relationships with Client or Citi. Our present engagements for Citi are limited. We have never represented Citi in the negotiations or transactions between Client and Citicorp Energy, Inc. or the Matter and we have not received any information about the Client during our representation of Citi. We would also owe each of Client and Citi, in each client's separate matters for which we serve as counsel, the duty of confidentiality with respect to any information Client or Citi have shared with us and to represent Client diligently and competently within the bounds of the law. By signing below, you agree to waive any conflict of interest, that may presently exist or arise in the future, as a result of our representation of Client in this matter while simultaneously representing Citi or its affiliates in other unrelated matters. We have separately requested Citi's consent to the same. Although we believe it is appropriate for us to accept this representation upon the approval of both clients, we also believe it is appropriate that we agree to withdraw and represent neither of Client nor Citi if either client commences litigation against the other in connection with the Matter. Thus, it is possible Client would need to engage alternate counsel if a significant dispute arose with Citi regarding the same.

Additionally, Bradley is a large law firm that represents many other companies and individuals in a variety of matters. It is possible that during the time we are representing you, some of our present or future clients may have transactions or disputes with you. You have agreed that Bradley may continue to represent or may undertake in the future to represent other clients in any matter not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you or a related entity, and even if such representations would be simultaneous. You also have agreed, as part of this prospective consent, that we may represent one or more of the parties opposite or adverse to you in this matter, in any future new matters unrelated to our work for you, even if such representations would be simultaneous. We agree, however, that your prospective consent to conflicting representations will not apply in an instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential or non-public information that, if known to any such other client of ours, could be used in any such other matter by such other client to your material disadvantage, and if screening procedures and similar measures would be insufficient to protect and maintain the confidentiality of that information. Please know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you. You also understand and agree that we may disclose to other clients and prospective clients, as well as prospective lateral attorney candidates, the fact that we represent you to address conflicts issues or obtain similar corresponding waiver and consents from them, provided we will not, without your approval, disclose to such third party the details regarding the specifics of the legal services we are providing you.

Termination of Engagement. You may terminate our engagement at any time by written notice. Likewise, Bradley may also terminate this engagement at any time by written notice, subject to applicable rules of professional conduct. In the event we terminate our representation, we will take such steps as are reasonably practicable to protect your interests in the above matter, and you agree to take all steps necessary to free us of any obligation to perform further. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, you fail to cooperate or follow our advice on a material matter, or any fact or circumstance would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will cooperate with us in taking all steps necessary to complete our withdrawal. If our engagement terminates for any reason, you will remain responsible for paying for all services rendered and costs or expenses paid or incurred on your behalf through and including the date of any withdrawal or termination.

Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated, our representation will conclude when we complete the specific services you have retained us to perform. At your request, we will return your papers and property to you upon our receipt of final payment. We will retain our own files pertaining to the matter, including, for example, firm administrative records, internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research.

Please retain all documents that we send you in accordance with your own records retention practices. All documents we retain will be transferred to the person responsible for administering our records retention program at the end of our representation. Unless we agree otherwise, documents and other materials we retain may be destroyed or disposed of within a reasonable time after termination or conclusion of this engagement. Bradley discourages substantive or important communications with our clients by text message or other messaging services and applications (herein "Text Messages"). Bradley does not maintain Text Messages sent to or received from clients, or their contents, and does not consider Text Messages to be, and does not maintain text messages as, part of the client's file. Text Messages are not retained as part of a client's file materials under our Document Retention Policy.

Additionally, Bradley has internal ethics and professional responsibility counsel, who advise Bradley attorneys regarding their ethical, professional, and legal duties. From time to time, the attorneys working on your matter may consult these lawyers. You acknowledge that any such consultation is protected by Bradley's own attorney-client privilege and not subject to discovery. You also agree that such communications are property of the firm and are not part of the client's file materials.

Use of E-mail. Documents we send to you by e-mail (whether or not containing confidential information) will not be encrypted unless you request us, in writing, to encrypt outgoing e-mail and we are able to agree with you and implement mutually acceptable encryption standards and protocols. We make reasonable attempts to exclude from our e-mails and any attachments any virus or other defect that might affect any computer or IT system. However, it is your responsibility to put in place measures to protect your computer or IT system against any such virus or defect, and we do not accept any liability for any loss or damage that may arise from the receipt or use of electronic communications from us.

Post-Engagement Matters. You are engaging Bradley to provide legal services in connection with a specific matter. After the matter concludes, we may inform you from time to time of developments and changes in the law that might interest you, by newsletter or otherwise. These communications, however, do not create a new attorney-client relationship.

After this matter is concluded, changes in law or circumstances may occur that could impact your future rights and liabilities. Unless you specifically engage us to provide advice on matters arising in the future, we have no continuing obligation to advise you with respect to future developments.

Choice of Law. The relationship between you and Bradley, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law and professional conduct rules of Texas, without regard to conflicts of laws principles.

Texas Lawyer's Creed. Bradley's Texas offices subscribe to "The Texas Lawyer's Creed – A Mandate for Professionalism," promulgated by The Supreme Court of Texas. We intend to abide by this, and the Client, upon signing this Agreement, is consenting to its application. "The Texas Lawyer's Creed," in general, promotes civility and professionalism in litigation. We have attached a copy of the Creed in the event the Client wishes to review it.

IOLTA. Texas attorneys are required in some circumstances to place client funds in an interest-bearing account, the interest from which must be paid directly by the financial institution to the Texas Equal Access to Justice Foundation. The Foundation distributes the interest to non-profit organizations that provide civil legal assistance to low-income Texas residents.

State Bar of Texas. The State Bar of Texas requires the following information to be provided to clients: "The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of General Counsel will provide you with information about how to file a complaint."

Please sign a copy of this letter and return it to me. While we prefer to have a signed copy of this letter in our file before beginning work on this matter, we will begin work earlier if circumstances require. Accordingly, our performance of services with your knowledge will be deemed your consent to the terms of the letter unless we hear from you to the contrary. We look forward to working with you on this matter.

BRADLEY ARANT BOULT CUMMINGS LLP

By: _____
Jarrod B. Martin

ACCEPTED:

Shannon Wind, LLC

By: John Shepherd

Printed Name: John Shepherd

Title: Chief Restructuring Officer

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

In re: SHANNON WIND, LLC, Debtor.	Chapter 11 Case No. 26-90103 (ARP)

ORDER PURSUANT TO 11 U.S.C. § 327(a), FED. R. BANKR. P. 2014(a) AND 2016, AND LOCAL RULES 2014-1 AND 2016-1 AUTHORIZING RETENTION AND EMPLOYMENT OF BRADLEY ARANT BOULT CUMMINGS LLP AS ATTORNEYS FOR SHANNON WIND, LLC AS OF PETITION DATE

Upon the application (the "**Application**"),[1] of Shannon Wind, LLC (the "**Debtor**") for entry of an order pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1 for authority to retain and employ Bradley as attorneys for the Debtor, effective as of the Petition Date, as more fully set forth in the Application; and upon consideration of the Martin Declaration and the Shepherd Declaration; and this Court being satisfied, based on the representations made in the Application and Martin Declaration, that Bradley is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that Bradley represents no interest adverse to the Debtor's estate with respect to the matters upon which it is engaged; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Application 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. §§

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

1408 and 1409; and due and proper notice of the Application 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 Application; and all objections, if any, to the Application having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that the relief requested in the Application 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 therefore,

IT IS HEREBY ORDERED THAT

1. The Debtor is authorized pursuant to sections 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rule 2014-1, to employ and retain Bradley as its attorneys in this chapter 11 case from the Debtor's Petition Date under a general retainer in accordance with Bradley's normal hourly rates and disbursement policies, all as contemplated by the Application.

2. Bradley is authorized to render the following professional services:

a. take all necessary action to protect and preserve the Debtor's estate, including the prosecution of actions on the Debtor's behalf, the defense of any actions commenced against the Debtor, the negotiation of disputes in which Debtor is involved and the preparation of objections to claims filed against the Debtor's estate;

b. prepare on behalf of the Debtor, as debtor-in-possession, all necessary motions, applications, answers, orders, reports, and other papers in connection with the administration of the Debtor's estate;

c. take all necessary actions in connection with any chapter 11 plan and related disclosure statement and all related documents, and such further actions as may be required in connection with the administration of the Debtor's estate;

d. take all necessary actions in connection with any sale of the Debtor's assets pursuant to section 363 of the Bankruptcy Code;

e. take all necessary actions to protect and preserve the value of the Debtor's estate; and

f. perform all other necessary legal services in connection with the prosecution of this chapter 11 case; *provided, however*, that to the extent Bradley determines that such services fall outside of the scope of services historically or generally performed by Bradley as debtor's counsel in a bankruptcy case, Bradley will file a supplemental declaration.

3. Bradley shall be compensated in accordance with and will file interim and final fee applications for allowance of its compensation and expenses and shall be subject to, sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Local Rules, the Fee Guidelines and any other applicable procedures and orders of the Court. For billing purposes, Bradley shall keep its time in one tenth (1/10) hour increments in accordance with the Fee Guidelines. Bradley also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the Fee Guidelines. All billing records filed in support of fee applications will use an open and searchable LEDES or other electronic data format and will use the U.S. Trustee's standard project categories.

4. Bradley shall be reimbursed for reasonable and necessary expenses as provided by the Fee Guidelines.

5. Bradley shall use its best efforts to avoid any duplication of services provided by any of the Debtor's other retained professionals in this chapter 11 case.

6. Bradley is authorized to apply the remaining amount of the Fee Advance to satisfy the payment of Court approved postpetition fees and expenses; provided, however, that Bradley is authorized without further order of the Court to reserve and apply amounts from the Fee Advance that would otherwise be applied toward payment of postpetition fees and expenses as necessary and appropriate to compensate and reimburse Bradley for fees or expenses incurred on or prior to the Debtor's Petition Date consistent with its ordinary course billing practices.

7. Notwithstanding anything to the contrary in the Application, Bradley shall not be entitled to reimbursement for fees and expenses in connection with any objection to its fees, without further order of this Court.

8. Notice of this Application as provided therein constitutes good and sufficient notice of the Application.

9. Bradley shall provide reasonable notice to the Debtor and the U.S. Trustee of any increase in Bradley's hourly rates as set forth in the Martin Declaration.

10. To the extent the Application is inconsistent with this Order, the terms of this Order shall govern.

11. Notwithstanding the applicability of Bankruptcy Rules 6004(h), 7062, or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

13. This Court shall retain 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