Docket #0102 Date Filed: 03/16/2026
United States Bankruptcy Court
Southern District of Texas
ENTERED
March 16, 2026
Nathan Ochsner, Clerk

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.[1]	

ORDER (I) AUTHORIZING THE DEBTOR TO (A) RETAIN AND EMPLOY ACCORDION PARTNERS, LLC TO PROVIDE THE DEBTOR A CHIEF RESTRUCTURING OFFICER AND CERTAIN ADDITIONAL PERSONNEL AND (B) DESIGNATE JOHN SHEPHERD AS CHIEF RESTRUCTURING OFFICER EFFECTIVE AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF

This matter coming before the Court on the *Debtor's Application for Entry of Order (I) Authorizing It to (A) Retain and Employ Accordion Partners, LLC to Provide the Debtor a Chief Restructuring Officer and Certain Additional Personnel and (B) Designate John Shepherd as Chief Restructuring Officer Effective as of the Petition Date and (II) Granting Related Relief* (the "**Application**"),[2] filed by the debtor in the above-captioned case (the "**Debtor**"); the Court having reviewed the Application, the Shepherd Declaration, and having considered the statements of counsel and the evidence adduced with respect to the Application at a hearing before the Court (the "**Hearing**"); the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (d) the Court may enter a

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

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

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final order consistent with Article III of the United States Constitution, (e) notice of the Application and the Hearing was sufficient under the circumstances, (f) Accordion does not hold or represent any interest materially adverse to the Debtor's estate and is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required by section 327 of the Bankruptcy Code, and (g) the Application and all related schedules and exhibits fully comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures and the Guidelines; and the Court having determined that the legal and factual bases set forth in the Application, and the Shepherd Declaration, establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. Pursuant to sections 327(a) and 1107(b) of the Bankruptcy Code, the Debtor is authorized to employ and retain Accordion to provide the Debtor a CRO and certain Additional Personnel and designate Mr. Shepherd as CRO of the Debtor effective as of the Petition Date in accordance with the terms set forth in the Application and the Engagement Letter.

2. Accordion and Mr. Shepherd shall be empowered and authorized to carry out all duties, services and responsibilities set forth in the Engagement Letter.

3. Accordion shall file interim and final requests for allowance of compensation and reimbursement of expenses incurred in this chapter 11 case, pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules and Local Rules, the Complex Case Procedures and any other procedures as may be fixed by the order of the Court, including any Interim Compensation Order.

4. Accordion's compensation terms set forth in the Engagement Letter are approved, and Accordion shall be compensated and reimbursed pursuant to section 327 of the Bankruptcy Code in accordance with the terms of the Engagement Letter, subject to the procedures set forth in

the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of the Court. The Debtor will reimburse Accordion for reasonable expenses incurred in connection with the performance of services set forth in the Application, including, without limitation the reasonable expenses of Accordion's counsel to the extent provided in the Engagement Letter, which counsel shall not be required to be retained pursuant to section 327 of the Bankruptcy Code or otherwise; provided, however, that Accordion shall not seek reimbursement from the Debtor's estate for any fees incurred in defending any of Accordion's fee applications in this chapter 11 case. If Accordion requests reimbursement for any attorneys' fees or expenses, the invoices and supporting time records, redacted as appropriate for privilege, shall be included in Accordion's application for compensation of fees and reimbursement of expenses.

5. Accordion shall: (a) complete its reconciliation of the fees and expenses actually incurred prior to the Petition Date no later than the filing of its first interim fee application in the chapter 11 case; (b) make a corresponding adjustment to the amount of the Retainer on or about that date; and (c) disclose such adjustment in its first interim fee application. Subject to the foregoing adjustment, Accordion is authorized to hold the Retainer following such reconciliation subject to the terms of any Interim Compensation Order entered in this chapter 11 case.

6. The indemnification provisions in the Engagement Letter are approved subject to the following:

(a) subject to the provisions of subparagraphs (b) and (c) below and approval of the Court, the Debtor is authorized to indemnify, and shall indemnify, Accordion for any claim arising from, related to, or in connection with Accordion's engagement under this Application, but not for any claim arising from, related to, or in connection with Accordion's performance of any other services other than those in connection with the engagement, unless such services and indemnification therefor are approved by this Court;

(b) the Debtor shall have no obligation to indemnify Accordion for any claim or expense that is either (i) judicially determined (the

determination having become final and non-appealable) to have arisen primarily from Accordion's gross negligence, fraud, self-dealing, bad faith, or willful misconduct, or from Mr. Shepherd's breach of fiduciary duty, or (ii) settled prior to a judicial determination as to Accordion's gross negligence, fraud, self-dealing, bad faith, or willful misconduct, or from Mr. Shepherd's breach of fiduciary duty, but determined by this Court, after notice and a hearing, to be a claim or expense for which Accordion is not entitled to receive indemnity under the terms of the Application; and

(c) if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this Chapter 11 Case (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing this Chapter 11 Case, Accordion believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification obligations under the Application, including, without limitation, the advancement of defense costs, Accordion must file an application in this Court, and the Debtor may not pay any such amounts to Accordion before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Accordion for indemnification, and not as a provision limiting the duration of the Debtor's obligation to indemnify Accordion.

7. Accordion shall provide ten business days' notice to the Debtor and the U.S. Trustee in connection with any increase in the hourly rates listed in the Application.

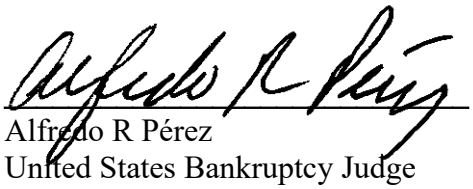
8. Accordion shall use its reasonable efforts to avoid any unnecessary duplication of services provided by the Debtor's other retained professionals.

9. If there is any inconsistency between the terms of the Application, the Engagement Letter, the Shepherd Declaration or this Order, this Order shall govern.

10. The Debtor is authorized to take all actions necessary or appropriate to effectuate the relief granted in this Order.

11. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: March 16, 2026



Alfredo R Pérez
United States Bankruptcy Judge