Docket #0010 Date Filed: 1/26/2026

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

In re:	Chapter 11
SHANNON WIND, LLC,	Case No. 26-90124 (ARP)
Debtor.[1]	(Emergency Hearing Requested)

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

EMERGENCY RELIEF HAS BEEN REQUESTED. RELIEF IS REQUESTED NOT LATER THAN 3:00 P.M. (PREVAILING CENTRAL TIME) ON JANUARY 28, 2026. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST APPEAR AT THE HEARING IF ONE IS SET, OR FILE A WRITTEN RESPONSE PRIOR TO THE DATE THAT RELIEF IS REQUESTED IN THE PRECEDING PARAGRAPH. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

A HEARING WILL BE CONDUCTED ON THIS MATTER ON JANUARY 28, 2026, AT 3:00 P.M. (PREVAILING CENTRAL TIME) IN COURTROOM 400, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. PARTICIPATION AT THE HEARING WILL ONLY BE PERMITTED BY AN AUDIO AND VIDEO CONNECTION. AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE PÉREZ'S CONFERENCE ROOM NUMBER IS 282694. VIDEO COMMUNICATION WILL BE BY USE OF THE GOTOMEETING PLATFORM. CONNECT VIA THE FREE GOTOMEETING APPLICATION OR CLICK THE LINK ON JUDGE PÉREZ'S HOMEPAGE. CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF BOTH ELECTRONIC AND IN-PERSON HEARINGS. TO MAKE YOUR APPEARANCE, CLICK THE "ELECTRONIC APPEARANCE" LINK ON JUDGE PÉREZ'S HOMEPAGE. SELECT THE CASE NAME, COMPLETE THE

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

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REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

Shannon Wind, LLC as debtor and debtor in possession in the above-captioned chapter 11 case (the "**Debtor**"), respectfully represents as follows:

Relief Requested

1. By this motion (the "**Motion**"), pursuant to sections 105(a), 362(d), 363(b), and 363(c) of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 4001, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 9013-1(b) of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Local Rules**"), the Debtor requests entry of interim (in substantially in the form attached hereto) and final orders, (collectively, the "**Proposed Orders**"): (i) authorizing the Debtor to (a) continue the Insurance Policies (each as defined below) in the ordinary course of business, and (b) pay prepetition and postpetition obligations arising under the Insurance Policies and the Insurance Finance Agreement, as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders) and (ii) granting related relief.

2. A proposed form of order granting the relief requested herein on an interim basis is annexed hereto as **Exhibit A** (the "**Proposed Interim Order**").

JURISDICTION AND NOTICE

3. The Bankruptcy Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

A. Case Background

4. On January 25, 2025 (the "**Petition Date**"), the Debtor filed a voluntary petition

for relief under Chapter 11 of the Bankruptcy Code, thereby commencing the instant case (the "**Chapter 11 Case**"). The Debtor continues to manage and operate its assets as debtor-in-possession under Bankruptcy Code §§ 1107 and 1108.

5. No trustee, examiner, or official committee has been appointed in the Chapter 11 Case.

6. Additional information regarding the Debtor's business and capital structure and the circumstances leading to the commencement of these chapter 11 cases is set forth in filed the *Declaration of John Shepherd in Support of Chapter 11 Petition and First Day Pleadings* (the "**First Day Declaration**")[2], filed contemporaneously herewith and incorporated herein by reference.

B. Overview of Insurance Policies

7. As described in more detail in the First Day Declaration, the Debtor owns a 204.1 MW wind farm in Clay County, Texas (the "**Project**") comprising 119 General Electric 1.7-103 wind turbines.

8. In the ordinary course of business, the Debtor maintains a number of insurance policies (the "**Insurance Policies**") that are underwritten by various insurance carriers (the "**Insurance Carriers**"). These policies provide coverage for both general and commercial business risks, including, but not limited to property, general liability, cybersecurity, and terrorism coverage as well as director and officer coverage. A schedule of the Insurance Policies is attached hereto as **Exhibit B**, which is incorporated herein by reference.[3]

9. Continuation and renewal of the Insurance Policies and entry into new Insurance

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

[3] The relief requested herein is requested for all Insurance Policies, whether or not omitted from the list set forth in **Exhibit B**.

Policies are essential to preserving the value of the Debtor's businesses, properties, and assets. In many cases, coverage provided by the Insurance Policies is required by the regulations, laws, and contracts that govern the Debtor's commercial activities, including the Bankruptcy Code and the *Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees* (the "**Operating Guidelines**") published by the Office of the United States Trustee for Region 7 (the "**U.S. Trustee**"), which require, among other things, that a debtor maintain adequate coverage given the circumstances of its chapter 11 case.

10. The Debtor's obligations with respect to the Insurance Policies include costs associated with Insurance Premiums and the Insurance Finance Agreement (each, as defined below and, collectively, the "**Insurance Obligations**").

11. By this Motion, the Debtor seeks authorization to maintain the existing Insurance Policies, satisfy any prepetition obligations related thereto, including the Insurance Obligations, and to renew, amend, supplement, extend, or purchase new Insurance Policies in the ordinary course of business on a postpetition basis consistent with past practice, all as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders).

C. Insurance Premiums and Insurance Finance Agreement

12. In the ordinary course of business, the Debtor incurs premium obligations in connection with its Insurance Policies that are negotiated at the time of initial purchase and subsequent renewal (the "**Insurance Premiums**"). The Debtor finances payment of most Insurance Premiums through AFCO Credit Corporation ("**AFCO**") under that certain Premium Finance Agreement – Promissory Note (the "**Insurance Finance Agreement**") as may be amended or supplemented from time to time.

13. As of the Petition Date, the Debtor owes approximately $25,000 in prepetition

amounts on account of the Insurance Premiums aside from any amounts owed in connection with the Insurance Finance Agreement. However, out of an abundance of caution, by this Motion, the Debtor seeks authority, but not direction, to continue to honor its payment obligations with respect to the Insurance Premiums, including paying prepetition amounts, in the ordinary course of business on a postpetition basis.

14. As noted, for the current policy periods, Insurance Premiums for the Insurance Policies are financed through the Insurance Finance Agreement. Pursuant to the Insurance Finance Agreement, AFCO has agreed to pay the Insurance Premiums due under the Insurance Policies directly to Insurance Carriers or to brokers in exchange for the Debtor's agreement to make monthly payments of $66,611.40 due on the 15th of each month.

15. As of the Petition Date, the Debtor believes approximately $532,891.20 remains outstanding on account of the Insurance Finance Agreement for the current policy periods, although no amounts are currently due and owing. By this Motion, the Debtor seeks authority, but not direction, to pay any prepetition amounts due and owing in connection with the Insurance Finance Agreement and continue to pay amounts owed in connection with the Insurance Finance Agreement as they come due in the ordinary course of business on a postpetition basis, as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders). Further, the Debtor seeks authority, but not direction, to enter into new Insurance Finance Agreements, as necessary or appropriate, in the ordinary course, as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders).

D. Deductibles

16. Certain of the Insurance Policies require the Debtor to pay a deductible (collectively, the "**Deductibles**") on claims made under the applicable Insurance Policy.

Generally, if a claim is made under an Insurance Policy with a Deductible, the Debtor is obligated to pay any defense costs and/or indemnity payments up to the amount of the Deductible, and the applicable Insurance Carriers are responsible for any amounts in excess of the Deductible, up to the limit of the applicable Insurance Policy. If a claim is made against one of the Debtor's Insurance Policies with a Deductible, the applicable Insurance Carriers typically will administer the claim and make any payments in connection therewith, including amounts within the applicable Deductible. The Debtor then reimburses the Insurance Carrier for the amount within the Deductible.

17. As of the Petition Date, the Debtor does not believe there are any outstanding Deductible amounts currently due and owing under its Insurance Policies. By this Motion, the Debtor seeks authority, but not direction, to honor its payment obligations with respect to any Deductibles that arise on a postpetition basis in the ordinary course of business, as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders).

E. Brokerage Fees

18. The Debtor obtains its Insurance Policies and Insurance Finance Agreements through insurance brokers (the "**Insurance Brokers**"). The Insurance Brokers, among other things, assist the Debtor in negotiating and obtaining comprehensive insurance coverage, enabling the Debtor to obtain Insurance Policies and Insurance Finance Agreements on advantageous terms and at competitive rates. The Insurance Brokers collect fees for services rendered in connection with placing the Insurance Policies and Insurance Finance Agreements (the "**Brokerage Fees**"). As of the Petition Date, the Debtor is not aware of any outstanding amounts owed to Insurance Brokers on account of unpaid Brokerage Fees.

19. By this Motion, the Debtor seeks authority, but not direction, to continue to pay

Brokerage Fees as they come due in the ordinary course of business on a postpetition basis and consistent with past practice, as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders).

BASIS FOR RELIEF REQUESTED

A. Continuation of the Insurance Policies is Authorized by Section 363(c) of the Bankruptcy Code

20. The Debtor believes that payments made to maintain the Insurance Policies fall within the ordinary course of business and are therefore authorized pursuant to section 363(c)(1) of the Bankruptcy Code. The purpose of section 363(c)(1) is to provide a debtor in possession with the flexibility to engage in the ordinary transactions required to operate its business without unneeded oversight by its creditors or the court. *See Med. Malpractice Ins. Ass'n v. Hirsch (In re Lavigne)*, 114 F.3d 379, 384 (2d Cir. 1997); *Chaney v. Off. Comm. of Unsecured Creditors of Crystal Apparel, Inc. (In re Crystal Apparel, Inc.)*, 207 B.R. 406, 409 (S.D.N.Y. 1997).

21. Here, maintaining the Insurance Policies and honoring certain obligations arising thereunder, including undertaking renewals or extensions as they expire, or entering into new arrangements through the Insurance Carriers, sureties, or issuers, as applicable, are the type of ordinary course transactions contemplated by section 363(c)(1). Accordingly, under section 363(c)(1) of the Bankruptcy Code, the Debtor is authorized to continue the Insurance Policies in the ordinary course of business without the Court's approval.

B. Maintenance of Insurance Policies is Required by Law, Bankruptcy Code, and U.S. Trustee Operating Guidelines

22. To the extent the relief requested herein is found to fall outside the Debtor's ordinary course of business, the Court may grant the relief requested herein pursuant to section 363(b) of the Bankruptcy Code, which provides, in relevant part, that "[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the

estate." 11 U.S.C. § 363(b)(1). Courts in the Fifth Circuit have granted a debtor's request to use property of the estate outside of the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code upon a finding that such use is supported by sound business reasons. *See, e.g.*, *Black v. Shor (In re BNP Petroleum Corp.)*, 642 F. App'x 429, 434–35 (5th Cir. 2016) (noting that section 363 "requires that a sale of the estate's assets be supported by an articulated business justification, good business judgment, or sound business reasons") (internal quotation and citation omitted); *Inst. Creditors of Cont'l Air Lines, Inc. v. Cont'l Air Lines, Inc. (In re Cont'l Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986) ("[F]or the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.") (internal citation omitted); *see also In re Crutcher Res. Corp.*, 72 B.R. 628, 631 (Bankr. N.D. Tex. 1987) ("A Bankruptcy Judge has considerable discretion in approving a § 363(b) sale of property of the estate other than in the ordinary course of business, but the movant must articulate some business justification for the sale."); *In re Terrace Gardens Park P'ship*, 96 B.R. 707, 714 (Bankr. W.D. Tex. 1989) ("[T]here must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.") (internal citation omitted).

23. In addition, the Court has authority, pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, to authorize the relief requested herein because such relief is necessary for the Debtor to carry out its duties under section 1107(a) of the Bankruptcy Code. Section 1107(a) of the Bankruptcy Code "contains an implied duty of the debtor-in-possession to 'protect and preserve the estate, including an operating business' going-concern value.'" *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)). Under section 105(a) of the Bankruptcy Code, "[t]he court

may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a); *see CoServ*, 273 B.R. at 491–93 & n.6 (holding that sections 105 and 1107 of the Bankruptcy Code provide authority for a debtor-in-possession to pay prepetition claims); *see also In re Tusa-Expo Holdings, Inc.*, No. 08-45057-DML-11, 2008 WL 4857954, at *1 (Bankr. N.D. Tex. Nov. 7, 2008); *In re CEI Roofing*, 315 B.R. at 56. Moreover, Bankruptcy Rule 6003 itself implies that the payment of prepetition obligations may be permissible within the first 21 days of a case where doing so is "needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003. Accordingly, the Bankruptcy Code authorizes the postpetition payment of prepetition claims where, as here, such payments are critical to preserving the going concern value of the debtor's estate.

24. The Debtor's use of estate funds to pay the Insurance Obligations is justified because such obligations are necessary costs of preserving the Debtor's estate. The Debtor is legally and contractually required to maintain certain Insurance Policies, including under key contracts with critical vendors, as well as the operating guidelines of the Office of the United States Trustee for Region 7, which includes the Southern District of Texas. Additionally, section 1112(b)(4)(C) of the Bankruptcy Code provides that "failure to maintain appropriate insurance that poses a risk to the estate or to the public" is "cause" for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C).

25. Further, the Insurance Policies are essential to the Debtor's operations, as the Debtor would be exposed to significant liability if such programs were allowed to lapse or terminate. Such exposure could detrimentally impact the Debtor's ability to administer the chapter 11 case in a cost-effective manner and maximize value to creditors. Therefore, it is critical that the Debtor has the authority to supplement, amend, extend, renew, or replace its Insurance Policies,

as needed, in its business judgement in the ordinary course of business.

26. The Court should also authorize the Debtor to pay the Brokers' Fees in the ordinary course of business. The Insurance Brokers are intimately familiar with the Debtor's Insurance Policies and Insurance Obligations. The Debtor believes that any loss or interruption to the services provided by the Insurance Brokers could result in a costly disruption to the administration of the Debtor's estate and have negative consequences on the Debtor's ability to renew coverage and maintain its Insurance Policies.

27. For the foregoing reasons, payment of the obligations in connection with Insurance Policies is necessary, appropriate, and in the best interests of the Debtor, its estate, and all other parties-in-interest in these cases. Accordingly, the Court should authorize the Debtor to maintain all of its Insurance Policies, and to pay all obligations, including any prepetition obligations, related thereto, as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders).

C. Applicable Financial Institutions Should Be Authorized to Receive, Process, Honor, and Pay Checks Issued and Transfers Requested in Connection with Insurance Obligations

28. The Debtor further requests that the Court authorize applicable financial institutions (the "**Banks**") to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by or on behalf of the Debtor relating to the Insurance Obligations to the extent that sufficient funds are on deposit and standing in the Debtor's credit in the applicable bank accounts to cover such payment. The Debtor represents that these checks are drawn on identifiable disbursement accounts and can be readily identified as relating directly to the authorized payment of Insurance Obligations. Accordingly, the Debtor believes that checks other than those relating to authorized payments will not be honored inadvertently. Any such financial institution may rely on the representations of such Debtor as to

which checks are issued or wire transfers are made (or, as applicable, requested to be issued or made) and authorized to be paid in accordance with this Motion without any duty of further inquiry. The Debtor also seeks authority, but not direction, to issue new postpetition checks or effect new postpetition electronic funds transfers in replacement of any checks or funds transfer requests on account of Insurance Obligations that are dishonored or rejected as a result of the commencement of the Debtor's chapter 11 case, as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders).

D. The Debtor Has Satisfied Bankruptcy Rule 6003(a)

29. Pursuant to Bankruptcy Local Rule 9013-1, the Debtor respectfully requests emergency consideration of this Motion under Bankruptcy Rule 6003. Bankruptcy Rule 6003(a) provides that, to the extent relief is needed to avoid immediate and irreparable harm, a bankruptcy court may issue an order granting a motion to "use, sell, or lease property of the estate, including a motion to pay all or a part of a claim that arose before the petition was filed" or a motion to "incur any other obligation regarding the property of the estate" prior to 21 days after the Petition Date. Fed. R. Bankr. P. 6003(a). As explained above and in the First Day Declaration, the Debtor would suffer immediate and irreparable harm if the relief sought herein is not promptly granted. Accordingly, the Debtor submits that the relief requested herein is needed to avoid immediate and irreparable harm, and, therefore, Bankruptcy Rule 6003 is satisfied.

E. The Debtor's Compliance with Bankruptcy Rule 6004(a) and 6004(h)

30. To implement the foregoing successfully, the Debtor requests that the Court find that notice of the Motion is adequate under Bankruptcy Rule 6004(a) and waive the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As explained above, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtor. Accordingly, ample cause exists to justify finding that the notice requirements under

Bankruptcy Rule 6004(a) have been satisfied and to grant a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

F. Reservation of Rights

31. Nothing contained herein is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtor or any liens satisfied pursuant to this Motion, (ii) an agreement or obligation to pay any claims, (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (iv) a waiver of the Debtor's or any appropriate party in interest's rights to dispute any claim, (v) a waiver or limitation of the Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (vi) a waiver of the obligation of any party in interest to file a proof of claim, or (vii) an approval, assumption, or rejection of any unexpired lease or executory contract under section 365 of the Bankruptcy Code. The Debtor expressly reserves all rights with respect to the foregoing matters. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtor's or any other party in interest's rights to dispute such claim subsequently.

G. Notice

32. Notice of this Motion has been or will be provided to: (a) counsel for the U.S. Trustee; (b) counsel for the United States District Attorney's Office for the Southern District of Texas; (c) those creditors holding the twenty largest unsecured claims against the Debtor's estate; (d) Debtor's Insurance Carriers; (e) AFCO Credit Corporation; (f) Debtor's Insurance Broker; (g) Claimant Firms[4]; (h) counsel to Citigroup Energy Inc. and Citibank, N.A., Attn:

[4] As defined in the *Debtor's Emergency Motion for an Order (I) Approving Notice Procedures for Litigation Claimants; and (II) Approving Form and Notice of Commencement of this Case* filed contemporaneously with

Jennifer Hardy (JHardy2@willkie.com); (h) Lotus Infrastructure Partners; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

H. No Previous Request

33. No previous request for the relief sought herein has been made by the Debtor to this or any other court.

WHEREFORE the Debtor respectfully requests entry of the Proposed Interim Order and Proposed Final Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

this motion.

January 26, 2026
Houston, Texas

Respectfully submitted,

/s/ Jarrod B. Martin

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Proposed Counsel to the Debtor and Debtor in Possession

CERTIFICATE OF ACCURACY

In accordance with Local Rule 9013-1(i), I hereby certify that the foregoing statements regarding the nature of the emergency with respect to the Debtor are true and accurate to the best of my knowledge.

/s/ *Jarrod B. Martin*
Jarrod B. Martin

CERTIFICATE OF SERVICE

I certify that on the date hereof, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/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**.[1]	Chapter 11 Case No. 26-90124 (ARP)

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

Upon the motion, dated January 25, 2026 (the "**Motion**"),[2] of the Debtor, for entry of interim and final orders, pursuant to sections 105(a), 362(d), 363(b), and 363(c) of the Bankruptcy Code and Bankruptcy Rules 4001, 6003, and 6004, and Bankruptcy Local Rule 9013-1(b), (i) authorizing the Debtor to (a) continue the Insurance Policies in the ordinary course of business, and (b) pay prepetition and postpetition obligations arising under the Insurance Policies, and (ii) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction and authority to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and 1334(b); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances, and it

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

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

appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and upon consideration of the First Day Declaration; and upon any hearing held on the Motion; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor and its estate as contemplated by Bankruptcy Rule 6003 and is in the best interests of the Debtor and its estate and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Debtor is authorized, but not directed, pursuant to the limitations set forth herein, to pay and honor all prepetition and postpetition obligations on account of the Insurance Policies as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders as defined herein); *provided*, that the Debtor is not authorized to pay (directly or indirectly) claims of "insider[s]" (as that term is defined in section 101(31) of the Bankruptcy Code), employees, or "professional persons" (as that phrase appears in section 327(a) of the Bankruptcy Code) pursuant to this Order;

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

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

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

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

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

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

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

7. Nothing in this Interim Order shall be deemed to authorize the Debtor to accelerate any payments not otherwise due prior to the date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis (the "**Final Hearing**").

8. Each of the Banks at which the Debtor maintain its accounts relating to the payment of the Insurance Obligations are authorized to (i) receive, process, honor, and pay all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by or on behalf of the Debtor, to the extent that sufficient funds are on deposit in those accounts and (ii) accept and rely on all representations made by the Debtor with respect to which checks, drafts, wires, or electronic funds or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or electronic funds or automated clearing house transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

9. The Debtor is authorized, but not directed, to issue new postpetition checks, or effect new electronic funds or automated clearing house transfers, and to replace any prepetition

checks or electronic fund or automated clearing house transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtor's chapter 11 cases with respect to any prepetition amounts that are authorized to be paid pursuant to this Interim Order, as consistent with the Approved Budget (as that term is defined in the Cash Collateral Orders as defined herein).

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

11. Nothing in this Interim Order or any payment made pursuant to the authority granted by this Interim Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtor or any liens satisfied pursuant to this Interim Order, (ii) an agreement or obligation to pay any claims, (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (iv) a waiver of the Debtor's or any appropriate party in interest's rights to dispute any claim, (v) a waiver or limitation of the Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (vi) a waiver of the obligation of any party in interest to file a proof of claim, or (vii) an approval, assumption, or rejection of any unexpired lease or executory contract under section 365 of the Bankruptcy Code.

12. Notwithstanding anything to the contrary contained in this Interim Order, any payment made or to be made pursuant to the authority granted herein, and any authorization contained herein, shall be subject to and in accordance with any interim and final orders, as applicable, entered by the Court approving the Debtor's use of cash collateral (such orders, the "**Cash Collateral Orders**") and any Approved Budget in connection with any use of cash collateral authorized therein (subject to any permitted variances). To the extent there is any inconsistency between the terms of the Cash Collateral Orders and any action taken or proposed to be taken under this Interim Order, the terms of the Cash Collateral Orders shall control. Nothing in the Motion or this Interim Order shall constitute a waiver or substitution of any consent right required under the Cash Collateral Orders.

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

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

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

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

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

18. The Final Hearing to consider the relief requested in the Motion shall be held on **[_____], 2026, at _____** (Prevailing Central Time) and any objections or responses to the Motion shall be filed and served on or prior to **[_____], 2026, at _____** (Prevailing Central Time).

Dated: _____, 2026
Houston, Texas

_____
ALFREDO R. PÉREZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit B
Insurance Policies

Type of Policy Coverage	Insurance Carrier
Property	Federal Insurance Company (Chubb)
Automobile Liability	Federal Insurance Company (Chubb)
Umbrella Liability	Federal Insurance Company (Chubb)
Excess Liability	United Specialty Underwriters
Cyber	Homeland Insurance Company of New York
Director & Officer	AIG