

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

In re:)	
)	Chapter 11
ZACHRY HOLDINGS, INC., <i>et al.</i> ¹)	
)	Case No. 24-90377 (MI)
Debtors.)	(Jointly Administered)
)	Re: Dkt. Nos. 2636, 2709, 2708, 2790, 2853

**STIPULATION AND AGREED ORDER REGARDING THE CLAIM OF FAIRWAY
METHANOL, LLC**

This stipulation and agreed order (the “**Stipulation and Agreed Order**”) is made by and among Fairway Methanol, LLC (“**Fairway Methanol**”) and Zachry Engineering Corporation (“**ZEC**”) (together with ZEC’s affiliated reorganized debtors, the “**Debtors**”) (collectively “**Parties**”). The Parties hereby stipulate and agree as follows:

WHEREAS on September 16, 2024, Fairway Methanol filed a Proof of Claim [Claim No. 1323] against ZEC (the “**Claim**”) (Dkt. No. 2636-3);

WHEREAS on March 28, 2025, the Debtors filed the Debtors’ Objection to Fairway Methanol, LLC’s Claim [Claim No. 1323] (the “**Objection**”) (Dkt. No. 2636);

WHEREAS the Parties have reached an agreement with respect to the Claim, and have agreed to the treatment of the Claim on the terms and conditions set forth in this Stipulation and Agreed Order.

NOW, THEREFORE, IT IS HEREBY STIPULATED, AGREED, AND ORDERED:

¹ The last four digits of Zachry Holdings, Inc.’s tax identification number are 6814. A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors’ claims and noticing agent at www.veritaglobal.net/ZHI. The location of the Debtors’ service address in these chapter 11 cases is: P.O. Box 240130, San Antonio, Texas 78224.



1. Claim No. 1323 shall be allowed in the total amount equal to \$112,500.00, which shall be a General Unsecured Claim.²

2. The remaining amount asserted in Claim No. 1323 shall be disallowed.

3. The Objection as to the Claim is deemed resolved and withdrawn without prejudice.

4. Kurtzman Carson Consultants, LLC (dba Verita Global), as claims, noticing and solicitation agent, is authorized and directed to update the claims register maintained in these Chapter 11 Cases to reflect the relief granted in this Stipulation and Agreed Order.

5. This Stipulation and Agreed Order is subject to the approval of the Court and shall be of no force and effect unless it is approved by the Court.

6. The terms and conditions of this Stipulation and Agreed Order shall be immediately effective and enforceable upon entry by the Court.

7. This Stipulation and Agreed Order may be signed in counterparts and signatures may be delivered by fax or email, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each of the undersigned counsel that executes this Stipulation and Agreed Order by or on behalf of each respective Party represents and warrants that such undersigned counsel has been duly authorized and empowered to execute and deliver this Stipulation and Agreed Order on behalf of such Party.

8. Each Party represents and warrants that it is duly authorized to enter into and be bound by this Stipulation and Agreed Order.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2363].

9. This Stipulation and Agreed Order constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall not be modified, altered, amended, or vacated without the prior written consent of all Parties hereto or by order of the Court.

10. Each of the Parties hereby fully, finally, and forever releases, acquits, and discharges the other Party, and each of their respective current and former officers, directors, employees, agents, attorneys, representatives, affiliates, successors, and assigns, from any and all claims, demands, liabilities, obligations, debts, damages, actions, causes of action, suits, costs, expenses, and attorneys' fees, whether known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, asserted or unasserted: (1) arising on or prior to the date hereof; but (2) **expressly excluding** any rights and obligations under this Stipulation (including with respect to the General Unsecured Claim allowed herein) and the rights and obligations of the Parties under the Plan, Confirmation Order, the GUC Promissory Note, and the GUC Note Documents.

11. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Stipulation and Agreed Order.

Signed: _____

Marvin Isgur
United States Bankruptcy Judge

STIPULATED AND AGREED THIS 9TH DAY OF JUNE, 2025:

/s/ D. Ryan Cordell, Jr.

John B. Thomas (Attorney-in-Charge)
Texas Bar No. 19856150
S.D. Tex. ID No. 10675
jthomas@hicks-thomas.com
D. Ryan Cordell, Jr.
Texas Bar No. 24109754
S.D. Tex. ID No. 3455818
rcordell@hicks-thomas.com
Mariana L. Jantz
Texas Bar No. 24139241
S.D. Tex. ID No. 3862084
mjantz@hicks-thomas.com
Hicks Thomas LLP
700 Louisiana Street, Suite 2300
Houston, Texas 77002
Telephone: (713) 547-9100
Facsimile: (713) 547-9150

Counsel for Reorganized Debtors

/s/ Bradley R. Foxman*

Bradley R. Foxman
Texas Bar No. 24065243
S.D. Tex. ID No. 1089006
bfoxman@velaw.com
Vinson & Elkins
2001 Ross Avenue, Suite 3900
Dallas, Texas 75201
Telephone: (214) 220-7784

Counsel for Fairway Methanol, LLC

*signed by permission - DRC

Certificate of Service

I certify that on June 9, 2025, 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/ D. Ryan Cordell, Jr.

D. Ryan Cordell, Jr.