

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS**

In re: Zachry Holdings, Inc., et al.

Case No.: 24-90377

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Edward Lee Isler

Name of Transferee

Isler Dare, P.C.

Name of Transferor

Name and address where notices to transferee should be sent:

Court Claim (if known): Claim #547

Edward Lee Isler
10002 Fox Spring Court
Oakton, VA 22124

Amount of Claim: \$48,762.50
Date Claim Filed: 07/23/2024
Schedule Amount: \$48,762.50

Phone 703-967-4588
Email: eisler@islerdare.com

Transferor Phone: 703-748-2690

Name and address where transferee payments should be sent:

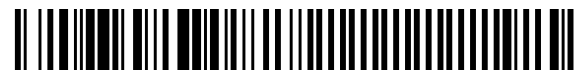
SAME AS ABOVE

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s Edward Lee Isler
Transferee/Transferee's Agent

Date: 04/09/2025

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.



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NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. 547 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other Than For Security in the clerk's office of this court on April 10, 2025.

Isler Dare, P.C.

Name of Alleged Transferor

1945 Old Gallows Road, Suite 650

Vienna, VA 22182

Address of Alleged Transferor

Edward Lee Isler

Name of Transferee

10002 Fox Spring Court

Vienna Oakton, VA 22124

Address of Transferee

~~ DEADLINE TO OBJECT TO TRANSFER ~~

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: _____

CLERK OF THE COURT

EVIDENCE OF TRANSFER OF CLAIM NO. 547

Exhibit A
To
Transfer Of Claim For Security

ASSIGNMENT OF CLAIM AGREEMENT

Isler Dare, P.C., a Virginia professional corporation with offices at 1945 Old Gallows Road, Suite 650, Vienna, Virginia 22182 ("Assignor"), for receipt of good and valuable consideration, hereby absolutely and unconditionally transfers and grants to Edward Lee Isler, 10002 Fox Spring Court, Oakton, Virginia 22124 ("Assignee"), all right, title and interest in and to the Proof of Claim identified below and all cash and other proceeds paid or issued in respect thereof (the "Transferred Rights") of (the "Claim"), in the outstanding principal amount of not less than \$48,762.50 (the "Claim Amount") against Zachry Holdings, Inc. (the "Debtor") the debtor-in-possession in the Chapter 11 case, Case No. 24-90377 (the "Case"), pending in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court").

1. Assignment; Payment of Price. In consideration of the mutual covenants and agreements in, and subject to the terms and conditions of, this Assignment of Claim (this "Assignment"), Assignor irrevocably sells, transfers, assigns, grants, and conveys the Claim to Assignee with effect on and after the date (the "Effective Date") on which the Assignor receives a purchase price of \$48,762.50 (the "Purchase Price") from Assignee. Assignee shall pay the Purchase Price within five (5) business days following Assignee's receipt of this Assignment, Evidence of Transfer and/or Change of Address attached hereto, each duly executed by Assignor & Assignee, and any consent or lien release reasonably necessary to effect the assignment of the Claim, duly executed by the appropriate party.
2. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) no consent, approval, filing, corporate or other action is required in connection with the execution, delivery and performance of this Assignment; (b) this Assignment has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Assignment and the transactions contemplated by this Assignment are not in contravention of any law, order, regulation or agreement by which Assignor is bound; (c) this Assignment constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; (d) no payment or other distribution has been received (including, without limitation, by benefit of setoff) by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the Claim; (e) Assignor owns, has, and is hereby selling to Assignee good and sole legal and beneficial title to the Claim free and clear of any and all liens, security interests, encumbrances or claims of any kind and no portion of the Claim has been sold, assigned or pledged to in whole or in part; (f) the Claim is a valid, liquidated, non-contingent, undisputed claim against the Debtor in the amount of not less than the Claim Amount; (g) no objection to the Claim has been filed or threatened; (h) the Claim is not subject to any defense, claim or right of setoff, reduction, impairment, avoidance, disallowance, subordination or preference action (whether or not under Section 547 of the Bankruptcy Code), in whole or in part; (i) if a proof of claim in respect of the Claim has been filed by Assignor, such proof of claim has been duly and timely filed by Assignor, in the amount of \$48,762.50.
3. Transferability. The terms of this Assignment shall be binding upon, and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns. If for any reason the assignment of the Transferred Rights is invalidated, voided, nullified, or otherwise challenged, this agreement shall be deemed to grant Assignee an undivided 100% interest in all of the Transferred Rights. The parties to this agreement hereto acknowledge and agree that none of the Parties hereto intend, nor should such protective participation be deemed, to in any way derogate the absolute assignment of the Transferred Rights by Assignor to Assignee. Assignor hereby acknowledges that Assignee may at any time re-assign the Claim, and all rights, title and interest of Assignee in and to this Assignment. All representations and warranties made herein shall survive the execution and delivery of this Assignment and any such re-assignment.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any action arising under or relating to this Assignment may be brought in any State or Federal court located in the Commonwealth of Virginia.

CONSENT AND WAIVER: Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment and hereby waives its right to raise any objections thereto and its right to receive notice pursuant to Rule 3001 of the Rule of Bankruptcy Procedure. Assignor consents to the substitution of Assignee for Assignor for all purposes in the Bankruptcy Case. This Assignment may be filed by Assignee with the Bankruptcy Court as evidence of the transfer.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the date set forth below

ASSIGNOR

ISLER DARE, P.C., A VIRGINIA PROFESSIONAL CORPORATION


By: 

Steven W. Ray, President

Date: April 9, 2025

ASSIGNEE

EDWARD LEE ISLER, AN INDIVIDUAL


Edward Lee Isler

Date: April 9, 2025