

ENTERED

December 11, 2025

Nathan Ochsner, Clerk

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

In re:)	
)	Chapter 11
)	
Computer Simulation & Analysis, Inc. ¹)	Case No. 24-90391 (MI)
)	
Reorganized Debtor.)	

**STIPULATION AND AGREED ORDER
REGARDING THE CLAIM OF COMMONWEALTH ELECTRIC**

This stipulation and agreed order (this “**Stipulation and Agreed Order**”) is made by and among Zachry Holdings, Inc. and its affiliated reorganized debtors (collectively, and including Zachry Industrial, Inc., the “**Reorganized Debtors**”), Commonwealth Electric Company of the Midwest (“**Commonwealth Electric**”), and Travelers Casualty and Surety Company and Pacific Indemnity Company (together, the “**Sureties**” and, together with the Reorganized Debtors and Commonwealth Electric, the “**Parties**” and each a “**Party**”). The Parties hereby stipulate and agree as follows:

WHEREAS, on May 21, 2024, the Reorganized Debtors commenced these chapter 11 cases (the “**Chapter 11 Cases**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”);

¹ The last four digits of the federal tax identification number for Computer Simulation & Analysis, Inc. are 4097. The location of the Reorganized Debtor’s service address in this chapter 11 case is: P.O. Box 240130, San Antonio, Texas 78224. On June 27, 2025, the Bankruptcy Court entered the *Final Decree Closing Certain of the Chapter 11 Cases* (Case No. 24-90377 (MI), Docket No. 3178) closing the chapter 11 cases for Zachry Holdings, Inc., Zachry EPC Holdings, Inc., Zachry Engineering Corporation, ZEC New York, Inc., Zachry High Voltage Solutions, LLC, UE Properties, Inc., ZEC Michigan, Inc., Zachry Constructors, LLC, Zachry Industrial, Inc., Zachry Enterprise Solutions, LLC, Moss Point Properties, LLC, Zachry Nuclear Construction Inc., Zachry Nuclear, Inc., Zachry Nuclear Engineering, Inc., Zachry Plant Services Holdings, Inc., JVIC Fabrication, LLC, Zachry Industrial Americas, Inc., Zachry Maintenance Services, LLC, J.V. Industrial Companies, LLC, Madison Industrial Services Team, LLC.



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WHEREAS, on August 23, 2024, Commonwealth Electric sued the Sureties in the U.S. District Court for the District of Nebraska (Case No. 24-CV-3149, the “**Nebraska Litigation**”), seeking payment from the Sureties of all amounts allegedly owed by the Debtors to Commonwealth Electric;

WHEREAS, on August 27, 2024, Commonwealth Electric filed its proof of claim in the Chapter 11 Cases (Claim No. 1003) (the “**Claim**”), seeking the same amount at issue in the Nebraska Litigation;

WHEREAS, on February 20, 2025, the Reorganized Debtors filed the *Debtors’ Objection to the Claim of Commonwealth Electric Company of the Midwest (Claim No. 1003)* [Docket No. 2336] (the “**Claim Objection**”), disputing the validity of the Claim;

WHEREAS, on March 21, 2025, Commonwealth Electric filed its *Response to Debtors’ Objection to the Claim of Commonwealth Electric Company of the Midwest (Claim No. 1003)* [Docket No. 2602] (the “**Response**”);

WHEREAS, on April 10, 2025, the Plan went effective (the “**Effective Date**”);²

WHEREAS, on May 23, 2025, Commonwealth Electric filed its *Motion for Summary Judgment with Respect to Debtors’ Objection to the Claim of Commonwealth Electric Company of the Midwest* [Doc. 2953] (the “**Summary Judgment Motion**”);

WHEREAS, on July 15, 2025, the United States District Court for the District of Nebraska entered an order (the “**Stay Order**”) staying the Nebraska Litigation.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the *Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Case No. 24-90377 (MI), Docket No. 2362].

WHEREAS, in August 2025, the Reorganized Debtors caused a partial payment of the Claim to be made to Commonwealth Electric, totaling \$2,764,286.76, utilizing escrowed retainage from the Standing Bear Lake Station project;³

WHEREAS, to avoid unnecessary costs and the uncertainty of litigation, the Parties have agreed to settle their disputes with respect to 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 Claim (Claim No. 1003) shall be settled and allowed, pursuant to the Plan, as a General Unsecured Claim in the amount of \$2,594,743.86, *plus* interest required under the GUC Note Documents and Article III.C.6 of the Plan (including postpetition interest totaling \$118,425.69), and *excluding* attorneys' fees, costs and any additional amounts sought by Commonwealth Electric from the Reorganized Debtors in the Claim or otherwise (the "**Allowed Commonwealth Claim Amount**").

2. The GUC Note Administrative Agent is hereby directed to update the notes register maintained pursuant to the Plan and GUC Note Documents to reflect Commonwealth Electric's entitlement to a GUC Promissory Note with a value equaling the Allowed Commonwealth Claim Amount.

3. Within five (5) business days of the entry of this Stipulation and Agreed Order and the Reorganized Debtors' receipt of payment instructions from Commonwealth Electric, whichever is later, the Reorganized Debtors shall pay \$100,000.00 to Commonwealth Electric in cash.

³ See Order (I) Approving Settlement By and Among the Debtors and Omaha Public Power District, (II) Authorizing the Debtors to Amend and Assume (As Amended) the Omaha Public Power District Contract, and (III) Granting Related Relief [Docket No. 961].

4. Upon (a) the GUC Note Administrative Agent's issuance of a GUC Promissory Note pursuant to paragraph 2, and (b) the Reorganized Debtors' payment to Commonwealth Electric pursuant to paragraph 3 (the time at which both (a) and (b) have occurred, the "**Effective Time**"), the Claim shall be deemed satisfied in full and all liabilities of the Reorganized Debtors in respect of the Claim shall be deemed settled, extinguished, and discharged, except for the Reorganized Debtors' payment obligations of the GUC Promissory Note pursuant to the Plan and applicable law, and subject to paragraph 8 below.

5. Upon the Effective Time, except as set forth in paragraph 8 below, the Reorganized Debtors (on behalf of themselves and each of their respective Related Parties (as defined in the Plan)), Commonwealth Electric (on behalf of itself and its Related Parties), and the Sureties shall be deemed to have mutually released each other and each of their Related Parties from any and all claims and causes of action whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part, the Claim, the Debtors, the Estates, the Reorganized Debtors, the Chapter 11 Cases, and the business or contractual arrangements or interactions between the Debtors or Reorganized Debtors (as applicable) and Commonwealth Electric, including without limitation claims or causes of action that may be held by Commonwealth Electric against the Reorganized Debtors related to any warranties, guarantees, bonds, advance payments, default damages, delay damages, rejection damages, subrogation claims, and/or vendor or subcontractor payments, in all cases based upon

any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Time. Notwithstanding anything to the contrary herein, nothing herein shall be construed as a waiver of any of the Sureties' rights under any agreement of indemnity, including but not limited to any general agreement of indemnity with the Reorganized Debtors. The foregoing Release in paragraph 5 expressly reserves and does not waive or release Commonwealth Electric's rights against the Reorganized Debtors under the GUC Promissory Note issued by the GUC Note Administrative Agent.

6. The Summary Judgment Motion is hereby dismissed as moot.

7. Within five (5) business days of the Effective Time, Commonwealth Electric shall dismiss the Nebraska Litigation with prejudice and without an award of costs and attorneys' fees associated with the litigation.

8. Commonwealth and the Sureties have executed a Release and Guarantee Agreement, wherein the Sureties agreed to guarantee the Reorganized Debtors' payment of the Allowed Commonwealth Claim Amount. A copy of the Release and Guarantee Agreement is attached as **Exhibit 1** and incorporated by reference herein. The Reorganized Debtors' payment obligations of the Allowed Commonwealth Claim Amount are governed by the Plan. The Reorganized Debtors reaffirm their obligations as set forth in the Plan to the Sureties to repay any losses incurred by the Sureties, in accordance with the terms of any general agreement of indemnity and the Release and Guarantee Agreement.

9. The Claim Objection as to Claim No. 1003 is deemed resolved on the terms set forth herein.

10. 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.

11. 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.

12. The terms and conditions of this Stipulation and Agreed Order shall be immediately effective and enforceable upon entry by the Court, except as otherwise set forth herein.

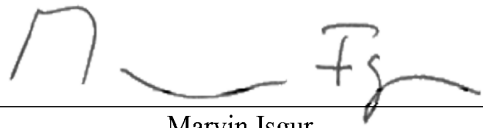
13. This Stipulation and Agreed Order may be signed in counterparts and signatures may be delivered by fax or email, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each of the undersigned counsel that executes this Stipulation and Agreed 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.

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

15. 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.

16. 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: December 11, 2025


Marvin Isgur
United States Bankruptcy Judge

STIPULATED AND AGREED THIS 10TH DAY OF DECEMBER, 2025:

/s/ Charles R. Koster

WHITE & CASE LLP

Charles R. Koster (Texas Bar No. 24128278)
609 Main Street, Suite 2900
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Facsimile: (713) 496-9701
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-and-

WHITE & CASE LLP

Bojan Guzina (admitted *pro hac vice*)
Andrew F. O'Neill (admitted *pro hac vice*)
Fan B. He (admitted *pro hac vice*)
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Counsel to the Reorganized Debtors

/s/ Michael E. Collins

MANIER & HEROD, P.C

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*Counsel to Travelers Casualty and Surety
Company and Pacific Indemnity Company*

/s/ T. Josh Judd

ANDREWS MYERS P.C.

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-and-

WOODS AITKEN LLP

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asvane@woodsaitken.com

Counsel to Commonwealth Electric

Certificate of Service

I certify that on December 10, 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/ Charles R. Koster

Charles R. Koster

Exhibit 1

Release and Guarantee Agreement

RELEASE AND GUARANTEE AGREEMENT

This Release and Guarantee Agreement (the “Agreement”) is entered into on the date referenced below by Travelers Casualty and Surety Company of America (“Travelers”) and Pacific Indemnity Company (“Pacific”) (collectively, the “Surety”), and Commonwealth Electric Company of the Midwest (“Commonwealth”). The Surety and Commonwealth are collectively referred to herein as the “Parties.”

RECITALS

1. Commonwealth has asserted claims against the Surety, which arose out of Payment and Performance Bonds, identified as Travelers Bond No. 107261753 and Pacific Bond No. 82455022 (the “Bonds”), executed on behalf of Zachry Industrial, Inc. (“Zachry”). As set forth in the Bonds, the Bonds were provided to guarantee Zachry’s work and payment obligations at the Turtle Creek Electrical Power Generation Facility (the “Turtle Creek Project”) and the Standing Bear Lake Station Electric Power Generation Facility (the “Standing Bear Project”) (collectively, the “Projects”);

2. On or around August 11, 2023, Commonwealth and Zachry executed five (5) subcontract agreements to provide labor and materials on the Turtle Creek and Standing Bear Projects (the “Subcontracts”), identified as Subcontract 605028; Subcontract 600327; Subcontract 598870; Subcontract 598862; and Subcontract 600359;

3. On May 21, 2024, Zachry commenced Chapter 11 cases (“Zachry’s Bankruptcy”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”);

4. On August 23, 2024, Commonwealth sued the Surety in the U.S. District Court for the District of Nebraska (Case No. 24-CV-3149, the “Nebraska Litigation”), seeking payment from the Surety of all amounts allegedly owed by Zachry to Commonwealth;

5. On August 27, 2024, Commonwealth filed its proof of claim in the Chapter 11 Cases (Claim No. 1003) (the “Claim”), seeking the same amount at issue in the Nebraska Litigation;

6. On September 19, 2024, the Surety filed its Answer and Jury Demand in the Nebraska Litigation, wherein the Surety disputed Commonwealth’s claims and asserted certain affirmative defenses;

7. On February 27, 2025, the Bankruptcy Court issued its Findings of Fact, Conclusions of Law, and Order (I) Approving the Debtors’ Disclosure Statement on a Final Basis and (II) Confirming the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates, including Zachry Industrial, Inc. (the “Plan”);

8. On July 15, 2025, the Court in the Nebraska Litigation issued its Memorandum and Order, wherein the Court stayed the Nebraska Litigation pending the resolution of Commonwealth’s Claim in the Bankruptcy Court;

9. Zachry Holdings, Inc. and its Debtor Affiliates, including Zachry Industrial, Inc. and Commonwealth settled Commonwealth's Claim in the Bankruptcy Court subject to a Stipulation and Agreed Order, which includes the Surety's guarantee of certain payments from Zachry to Commonwealth (but no other payments by Zachry to any other creditor), as set forth in this Agreement. The Surety's obligations under this Agreement shall only arise if there is an uncured default by Zachry on its payment obligations to Commonwealth pursuant to the Stipulation and Agreed Order Regarding the Claim of Commonwealth and Zachry's Bankruptcy Plan;

10. The Parties anticipate that the debt will be repaid as follows, subject to the approval of the Bankruptcy Court.

11. Under the GUC Note Payment Schedule and Zachry's bankruptcy plan, Zachry will issue a promissory note to Commonwealth for Commonwealth's General Unsecured Claim in the amount of \$2,594,743.86 plus post-petition interest totaling \$118,425.69 for a total GUC Note amount of \$2,713,169.55, which shall accrue 15% interest from the effective date of the Plan through the GUC Note's maturity. 7.5% of interest on the GUC Note shall be paid in kind at the GUC Note's maturity as part of a Balloon Payment. The 7.5% cash interest is payable to Commonwealth on the schedule and in the amounts set forth below:

<u>Payment Due Date</u>	<u>Payment Amount</u>
12/31/2025	\$147,737.66
03/31/2026	\$52,907.19
06/30/2026	\$54,484.34
09/30/2026	\$56,113.04
12/31/2026	\$57,173.81
03/31/2027	\$56,988.23
06/30/2027	\$58,687.03
09/30/2027	\$60,441.37
12/31/2027	\$61,583.96
03/31/2028	\$61,896.53
06/30/2028	\$63,050.74
07/03/2028	\$2,117.36

12. Once the GUC Note reaches maturity (per Zachry's bankruptcy Plan), Zachry will issue a balloon payment in the amount of \$3,448,468.16 on July 3, 2028 ("Balloon Payment"). The Balloon Payment reflects the starting note balance of \$2,713,169.55, plus accrued paid in kind interest and the final cash interest due at maturity; and

13. The Parties desire to settle on mutually satisfactory terms the claims and disputes and Nebraska Litigation relating to the Subcontracts, Bonds, and the Projects, without resorting to further litigation.

AGREEMENT

The Parties agree as follows:

1. **GUARANTEE**. In consideration of the releases and assignments set forth below, the Surety hereby agrees to guarantee Zachry's payment obligations to Commonwealth under the Stipulation and Agreed Order Regarding the Claim of Commonwealth and Zachry's Bankruptcy Plan. If at any time Zachry fails to issue payment to Commonwealth as required under Zachry's Bankruptcy Plan, Commonwealth will provide written notice to the Surety of Zachry's failure to issue the payment to allow the Surety an opportunity to cure the missed payment. Notice shall be provided to the Surety via U.S. First Class Mail and Electronic Mail as follows:

Travelers Casualty and Surety Company of America

Meryle Dunlap
MFDUNLAP@travelers.com
P.O. Box 2989
Hartford, CT 06104-2989

Sam Poteet
SPOTEET@manierherod.com
1201 Demonbreun Street, Suite 900
Nashville, TN 37203

Connor Cantrell
CLC@thlf.com
4643 South Ulster Street, Suite 1250
Denver, CO 8023

Pacific Indemnity Company

Morgan Fletcher
Morgan.Fletcher@chubb.com
202B Halls Mill Road,
Whitehouse Station, NJ 08889-1650

Sam Poteet
SPOTEET@manierherod.com
1201 Demonbreun Street, Suite 900
Nashville, TN 37203

Connor Cantrell
CLC@thlf.com
4643 South Ulster Street, Suite 1250
Denver, CO 8023

If the Surety or Zachry have not cured the missed payment within ten days of the Surety receiving notice of the missed payment, the Surety shall issue payment to Commonwealth for the entire remaining amount due to Commonwealth, with interest then accrued to date within forty-five days of the Surety's and Zachry's failure to cure the missed payment (the "Surety Payment"). The Surety's obligations are limited to the Unpaid Principal Balance of the GUC Note owed by Zachry to Commonwealth (but no other creditor) as set out in Recital Paragraph 12 above, plus any interest accrued prior to the Surety Payment.

The Surety shall be obligated to pay accrued to date paid in kind interest and any accrued cash interest that is due at the time of the Surety Payment, and which has not previously been paid by Zachry, but the Surety shall have no liability for any interest that accrues after the Surety Payment or be liable for any other expenses or costs, including attorney fees, under the GUC Note, the Stipulation, and/or this Agreement. If a conflict exists between the GUC Note, the Stipulation, or this Agreement, this Paragraph 1 shall control as to the Surety's Obligations.

2. **RELEASE AND DISCHARGE**. In consideration of the guarantee called for herein and other good and adequate consideration, Commonwealth does hereby for itself and its heirs, executors, administrators, predecessors, successors, assigns, branches, subsidiaries, agents, servants, and all other persons, firms, corporations, associations or partnerships and any and all other parties claiming through or under Commonwealth, all of whom are simply referred to herein as "Commonwealth", unequivocally and without reservation, releases, acquits, and forever discharges the Surety and its agents, employees, predecessors, successors, servants, heirs, executors, administrators, subsidiaries, obligees, attorneys and all other persons, firms, corporations, associations and partnerships of and from any and all liability, actions, causes of action, claims, demands, damages, costs, loss of services, loss of properties, expenses, compensation and any and all consequential damages or injuries, based on claims, known or unknown, which were brought or could have been brought in Case No. 24-CV-3149 or any other case sounding in statute, contract, tort or any other legal theory, which Commonwealth now has, or which may hereafter arise, be discovered or accrue, known or unknown, suspected or unsuspected, on account of, relating to, or in any way growing out of the Subcontracts, the Bonds, the Projects, the Claim, the Nebraska Litigation, and Zachry's Bankruptcy. The Surety's liability to Commonwealth under the Bonds is hereby forever extinguished as are any and all claims in relation thereto, however attenuated. Notwithstanding the foregoing, this Release shall not apply to the Parties' obligations under this Agreement. Further, nothing herein shall be construed as a waiver of any of the Surety's rights under any agreement of indemnity, including but not limited to any general agreement of indemnity and any riders thereto between Surety and Zachry and/or any of its affiliates. Through the Stipulation and Agreed Order Regarding the Claim of Commonwealth Electric filed in Zachry's bankruptcy proceedings, Zachry has reaffirmed its obligations to the Surety to repay any losses incurred by the Surety, including any losses the Surety incurs pursuant to this Agreement.

3. **GENERAL RELEASE**. Commonwealth hereby acknowledges and agrees that the Release set forth above in paragraph 2 constitutes a general release of claims against the Surety and Commonwealth further expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which Commonwealth does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known,

would materially affect Commonwealth's decision to enter into this Agreement. Commonwealth further agrees that Commonwealth has accepted the benefit of the Surety's guarantee of Zachry's payment obligations under the Stipulation and Agreed Order Regarding the Claim of Commonwealth and Zachry's Bankruptcy Plan as outlined in paragraph 1 of this Agreement as a complete compromise of matters between and among Commonwealth and the Surety involving the Projects, the Subcontracts, the Bonds, the Claim, the Nebraska Litigation, and Zachry's Bankruptcy and disputed issues of law and fact, and Commonwealth assumes the risk that the facts or law may be otherwise than Commonwealth believes. It is understood and agreed by Commonwealth that this settlement is a compromise of disputed claims between and among Commonwealth and the Surety, and the payment provided for herein is not to be construed as an admission of liability on the part of the Surety, by whom liability is expressly denied.

4. **RESERVATION OF RIGHTS.** Nothing herein shall be construed as a waiver of any of the Surety's rights under any agreement of indemnity, including but not limited to any general agreement of indemnity or riders, or otherwise. The Surety expressly reserves any and all rights it may have to recover any and all losses it incurs from Zachry or from any other indemnitors relating to the Bonds and/or any indemnity agreement.

5. **SCOPE OF AGREEMENT.** This Agreement is intended as a release of all claims of the kind or nature set forth above as to all persons, firms or corporations, regardless of whether such persons are specifically named or designated herein, and regardless of whether such persons, firms or corporations are parties to any litigation arising out of this matter, except to the extent any limitations are specifically designated herein to the contrary.

6. **ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST.** This Agreement contains the entire agreement between the Parties regarding the matters set forth herein. Further, the terms of this Agreement are contractual and not a mere recital. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, devisees, agents, employees, officers, directors, trustees, conservators, guardians, beneficiaries, heirs, successors and assigns of each.

7. **NO ADMISSION OF LIABILITY.** It is understood and agreed that this Agreement is a compromise of disputed claims, and that payment thereon is not to be construed as an admission of liability on the part of the Surety, Commonwealth, or Zachry, by whom liability is expressly denied.

8. **MISTAKE.** The Parties expressly assume all risks that this Agreement was a result of any mistake of any kind, waiving all claims or defenses based upon the doctrine of mistake. This Agreement shall act as an accord and satisfaction with respect to the Parties and all claims designated herein.

9. **SEVERABILITY.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

10. **HEADINGS.** The headings of the various paragraphs contained herein are for convenience of reference only and shall not affect the meaning or construction of any of the provisions of this Agreement.

11. **CONSTRUCTION OF THE AGREEMENT.** Except to the extent modified herein, this entire Agreement shall be construed and interpreted in accordance with the laws of the State of Nebraska. Further, the language of this Agreement shall be construed as a whole, according to its intent, and not strictly for or against any of the Parties, regardless of who drafted or was primarily responsible for drafting any of the language in this Agreement. The Parties acknowledge that they have been given the opportunity to object to, request modification of, or reject any clause or provision herein to which they do not agree. Should any Court find any provision in this Agreement to be ambiguous, then such provision shall be construed in the broadest possible manner.

12. **REPRESENTATION OF COMPREHENSION OF DOCUMENT.** In entering into this Agreement, each individual undersigned represents that he has relied upon the legal advice of his attorneys, who were the attorneys of his own choice, and that the terms of the Agreement have been completely read and explained to him by his attorneys, and that the terms are fully understood and voluntarily accepted by him, and that he has signed the Agreement as his own free act, pursuant to the by-laws of and on behalf of the applicable Party. No Party has relied upon any statements or representations made by the other or any of its agents, attorneys, employees or other persons representing that Party in entering into this Agreement.

13. **ATTORNEY FEES AND COSTS.** It is understood and agreed that each Party hereto shall not claim from the other any of its own attorneys' fees and costs arising from the claims released herein. In no way is this provision or this Agreement intended to limit the Surety's ability to recover any and all losses it incurs from Zachry or from other indemnitors relating to the Bonds and/or any indemnity agreement and as set forth in the Plan.

14. **ADDITIONAL DOCUMENTS.** The Parties agree to cooperate fully and execute any and all supplementary documents including, but not limited to, a Stipulation for Dismissal with Prejudice of the Nebraska Litigation, and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms of this Agreement.

15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

16. **EFFECTIVENESS.** This Agreement shall become effective following its full execution by the Parties.

COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST

By: _____

Title: _____

Date: _____

TRAVELERS CASUALTY AND SURETY COMPANY

By: _____

Title: _____

Date: _____

PACIFIC INDEMNITY COMPANY

By: _____

Title: _____

Date: _____

United States Bankruptcy Court
Southern District of Texas

In re:
Zachry Holdings, Inc.
Madison Industrial Services Team, LLC
Debtors

Case No. 24-90377-mi
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Dec 11, 2025

User: ADIuser
Form ID: pdf002

Page 1 of 9
Total Noticed: 135

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
++	Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. § 342(f)/Fed. R. Bank. P. 2002(g)(4).
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.
##	Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 13, 2025:

Recip ID	Recipient Name and Address
db	+ Zachry Holdings, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ Computer Simulation & Analysis, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ J.V. Industrial Companies, LLC, 3741 Red Bluff Road, Pasadena, TX 77503-3319
jdb	+ JVIC Fabrication, LLC, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ Madison Industrial Services Team, LLC, 3741 Red Bluff Road, Pasadena, TX 77503-3318
jdb	+ Moss Point Properties, LLC, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ UE Properties, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ ZEC Michigan, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ ZEC New York, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ Zachry Constructors, LLC, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ Zachry EPC Holdings, LLC, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ Zachry Engineering Corporation, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ Zachry Enterprise Solutions, LLC, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ Zachry High Voltage Solutions, LLC, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ Zachry Industrial Americas, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ Zachry Industrial, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
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jdb	+ Zachry Nuclear Construction, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ Zachry Nuclear Engineering, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ Zachry Nuclear, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+ Zachry Plant Services Holdings, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
cr	Alfred Miller Contracting Company, Lake Charles, LA
op	+ CB&I LLC, 757 North Eldridge Parkway, Houston, TX 77079-4527
cr	Corpro Companies, Inc., c/o Dore Rothberg Law, Attn: Laura Crabtree, 16225 Park Ten Place Dr., Suite 700, Houston, TX 77084 UNITED STATES
cr	+ EnerMech Mechanical Services, Inc., 12101 Cutten Road, Houston, TX 77066, UNITED STATES 77066-1811
cr	Kennedy Wire Rope & Sling Company, Inc., C/O Dore Rothberg Law, P.C., Attn: Connor Smith, 16225 Park Ten Place Dr., Suite 700, Houston, TX 77084 UNITED STATES
op	+ Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, El Segundo, CA 90245-5648
cr	++ MISSISSIPPI POWER, 420 W PINE STREET, HATTIESBURG MS 39401-3830 address filed with court:, Mississippi Power Company, 2992 Beach Boulevard, Gulfport, MS 39501, UNITED STATES
cr	+ National Labor Relations Board - Region 15, 600 South Maestri Place, 7th Floor, New Orleans, LA 70130-3413, UNITED STATES 70130-3414
cr	Siemens Industry, Inc., c/o Phillips Lytle LLP, Angela Z. Miller (AM 4473), One Canalside, 125 Main Street, Buffalo, NY 14203-2887
cr	+ Wells Fargo Equipment Finance, Inc., c/o Daniel J. Ferretti, Baker Donelson, 1301 McKinney, Suite 3700, Houston, TX 77010-3034

TOTAL: 31

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
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Date Rcvd: Dec 11, 2025

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aty	+ Email/Text: bankruptcy.legaldepartment.us@siemens.com	Dec 11 2025 21:17:00	Stephanie Mitchell, Esq., LC RC - US Lit., 4800 North Point Parkway, Alpharetta, GA 30022-3732
cr	+ Email/Text: jking@offermanking.com	Dec 11 2025 21:17:00	4 Horn Industrial, c/o James W. King, 6420 Wellington Pl, Beaumont, TX 77706-3206
cr	Email/Text: curt@acklamcorp.com	Dec 11 2025 21:18:00	Curt Acklam, Acklam, Inc., 133 S 27th Ave., Brighton, CO 80601, UNITED STATES
cr	Email/Text: COURTS@ARGOPARTNERS.NET	Dec 11 2025 21:18:00	ARGO PARTNERS, 12 W 37TH ST RM 900, NEW YORK, NY 10018-7381
cr	^ MEBN	Dec 11 2025 21:12:43	Air Specialty & Equipment Co., 406 S. Navigation, Corpus Christi, TX 78405-4001
cr	+ Email/Text: bankruptcynotices@anb.com	Dec 11 2025 21:18:00	Amarillo National Bank, Mullin Hoard and Brown, LLP, Attn: Brad W. Odell, P.O. Box 2585, Lubbock, TX 79408-2585
intp	+ Email/Text: bbentley@apacheip.com	Dec 11 2025 21:18:00	Apache Industrial Services, Inc., 250 Assay Street, Suite 500, Houston, TX 77044-3507
cr	^ MEBN	Dec 11 2025 21:13:18	Avis Lamotte, c/o Stranch, Jennings & Garvery, PC, 223 Rosa Parks Ave., Suite 200, Nashville, TN 37203-3513
cr	+ Email/Text: notices@crgfinancial.com	Dec 11 2025 21:18:00	CRG Financial LLC, 84 Herbert Avenue, Building B, Suite 202, Closter, NJ 07624, UNITED STATES 07624-1343
cr	+ Email/Text: schylar.harris@cajunusa.com	Dec 11 2025 21:18:54	Cajun Industries, LLC, 15635 Airline Hwy, Baton Rouge, LA 70817-7318
br	+ Email/Text: vjel@cherokeeacq.com	Dec 11 2025 21:19:00	Cherokee Acquisition, 1384 Broadway, Suite 906, New York, NY 10018-6146
cr	+ Email/Text: notifications@cstrial.com	Dec 11 2025 21:18:00	Cheyenne Adams, CAIN & SKARNULIS PLLC, c/o Ryan E. Chapple, 303 Colorado Street, Suite 2850, Austin, TX 78701, UNITED STATES 78701-0137
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 11 2025 21:19:00	City of Houston, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 11 2025 21:19:00	City of Pasadena, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	^ MEBN	Dec 11 2025 21:12:38	Consolidated Concrete, L.L.C., c/o Jordan W. Adam, 409 South 17th Street, Omaha, NE 68102-2603
cr	+ Email/Text: eparrott@MaynardNexsen.com	Dec 11 2025 21:19:00	Consolidated Pipe and Supply Company, Inc. d/b/a H, c/o Evan N. Parrott, 11 N. Water St., Suite 24290, Mobile, AL 36602-5024
cr	^ MEBN	Dec 11 2025 21:14:04	Countless Supply LLC, c/o Chamberlain Hrdlicka, Attn: Bankruptcy Department, 1200 Smith Street, Suite 1400, Houston, TX 77002-4496
cr	+ Email/Text: jking@offermanking.com	Dec 11 2025 21:17:00	Cy-Fair Tire, c/o James W. King, 6420 Wellington Pl, Beaumont, TX 77706-3206
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 11 2025 21:19:00	Cypress-Fairbanks ISD, Linebarger Goggan Blair & Sampson LLP, C/O Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: rusty.bay@dashiell.com	Dec 11 2025 21:18:00	Dashiell Corporation, 12301 Kurland Drive, Suite 110, Houston, TX 77034
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 11 2025 21:19:00	Deer Park ISD, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	^ MEBN		

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		Dec 11 2025 21:12:36	Diamond Oil Field Supply Inc, Charles M. Rush, APLC, 202 Magnate Dr, Lafayette, LA 70508, UNITED STATES 70508-3830
cr	Email/Text: eisler@islerdare.com		
		Dec 11 2025 21:19:00	Edward L Isler Dare, P.C., 1945 Old Gallows Rd, Suite 650, Vienna, VA 22182, UNITED STATES
cr	+ Email/Text: bankruptcy-notification.ena@engie.com		
		Dec 11 2025 21:19:00	ENGIE Resources LLC, c/o Legal Department, 1360 Post Oak Blvd., Suite 400, Houston, TX 77056-3030
cr	^ MEBN		
		Dec 11 2025 21:14:33	F.E. Moran, Inc. Special Hazard Systems, c/o Saul Ewing LLP, 701 Brickell Avenue, Suite 1700, Miami, FL 33131-2832
cr	Email/Text: fred.glass@fairharborcapital.com		
		Dec 11 2025 21:18:00	Fair Harbor Capital, LLC, PO Box 237037, New York, NY 10023, US
asee	Email/Text: fred.glass@fairharborcapital.com		
		Dec 11 2025 21:18:00	Fair Harbor Capital, LLC, PO Box 237037, New York, NY 10023
cr	Email/Text: bfranke@clarkhill.com		
		Dec 11 2025 21:18:00	Flowserve Us Inc., c/o Clark Hill PLC, Attn Robert P Franke, 901 Main Street, Suite 6000, Dallas, TX 75202
cr	Email/Text: dpapiez@foxrothschild.com		
		Dec 11 2025 21:19:00	LinkedIn Corporation, Fox Rothschild LLP, Attn: David P. Papiez, 1001 4th Ave., Suite 4400, Seattle, WA 98154
cr	Email/Text: houston_bankruptcy@LGBS.com		
		Dec 11 2025 21:19:00	Fort Bend County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	Email/Text: bankruptcy@germer.com		
		Dec 11 2025 21:18:00	Patriot Security EOC, Germer, PLLC, Gary C. Coker, P.O. Box 4915, Beaumont, Tx 77704
cr	Email/Text: bankruptcy@germer.com		
		Dec 11 2025 21:18:00	Port of Beaumont, Gary W. Coker - Germer PLLC, P.O. Box 4915, Beaumont, TX 77704
cr	Email/Text: bankruptcy@germer.com		
		Dec 11 2025 21:18:00	G&G Enterprises Construction Corp, Germer PLLC, C/o Gary W. Coker, P.O. Box 4915, Beaumont, TX 77704
cr	Email/Text: cleavins@germer.com		
		Dec 11 2025 21:18:00	Metal Depot Orange, LLC, GERMER PLLC, P.O. Box 4915, Beaumont, TX 77704
cr	Email/Text: cwgoehringer@germer.com		
		Dec 11 2025 21:18:00	James J. Flanagan Shipping Corporation, GERMER PLLC, 550 Fannin Street, Suite 400, Beaumont, Tx 77701, UNITED STATES
cr	Email/Text: cwgoehringer@germer.com		
		Dec 11 2025 21:18:00	Sabine River Authority of Texas, Germer PLLC, 550 Fannin Street, Suite 400, Beaumont, TX 77701, UNITED STATES
cr	Email/Text: cwgoehringer@germer.com		
		Dec 11 2025 21:18:00	Martin Creek Holdings, LLC, Germer PLLC, 550 Fannin Street, Suite 400, Beaumont, TX 77701, UNITED STATES
cr	+ Email/Text: ar@gajeske.com		
		Dec 11 2025 21:18:00	Gajeske, Inc., 6200 N Houston Rosslyn Road, Houston, TX 77091-3410
cr	+ Email/Text: smarmon@cjmhlaw.com		
		Dec 11 2025 21:18:00	Glesby Marks, Ltd., Crady Jewett McCulley & Houren LLP, c/o Shelley B. Bush, 2727 Allen Parkway, Suite 1700, Houston, TX 77019-2125
cr	^ MEBN		
		Dec 11 2025 21:13:00	Graco Mechanical, Inc., 5910 Schumacher Lane, Houston, TX 77057-7188
cr	^ MEBN		
		Dec 11 2025 21:14:29	Graybar Electric Company, Inc., c/o Nancy Hamren, Coats Rose, P.C., 9 Greenway Plaza, Suite 1000, Houston, TX 77046-0900
cr	+ Email/Text: bankruptcy@abernathy-law.com		
		Dec 11 2025 21:18:00	Grayson Taxing Entities (City of Sherman and Howe, Abernathy, Roeder, Boyd & Hullett, P.C., 1700 Redbud Blvd., Suite 300, McKinney, TX 75069-3276

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cr	Email/Text: susan.fuertes@harriscountytexas.gov	Dec 11 2025 21:18:00	Harris County, ATTN: Property Tax Division, Harris County Attorney's Office, P.O. Box 2848, Houston, TX 77252-2928, UNITED STATES
cr	+ Email/Text: arapoport@haincapital.com	Dec 11 2025 21:20:00	Hain Capital Group, LLC, 301 Route 17 North, Suite 816A, Rutherford, NJ 07070, UNITED STATES 07070-2575
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 11 2025 21:19:00	Harris County ESD #09, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 11 2025 21:19:00	Harris County ESD #48, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 11 2025 21:19:00	Harris County ESD #60, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	^ MEBN	Dec 11 2025 21:14:31	Hayden & Company, c/o Clark Hill PLC, Attn Robert P Franke, 901 Main Street, Suite 6000, Dallas, TX 75202-3748
sp	^ MEBN	Dec 11 2025 21:10:56	Hicks Thomas LLP, 700 Louisiana, Suite 2000, Houston, TX 77002-2822
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 11 2025 21:19:00	Houston Community College System, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 11 2025 21:19:00	Houston ISD, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	Email/Text: jwall@ims-dts.com	Dec 11 2025 21:19:00	Industrial Measurement Solutions, LLC, 42035 Yokum Road, Ponchatoula, LA 70454
cr	Email/Text: shirleyluhmann@infinityautoexpress.com	Dec 11 2025 21:18:00	Infinity Auto Express, Inc., 200 S Babcock St, Melbourne, FL 32901
cr	^ MEBN	Dec 11 2025 21:12:34	IWS Gas and Supply of Texas, Ltd., Chamberlain Hrdlicka Attorneys at Law, 1200 Smith, Suite 1400, Houston, TX 77002, UNITED STATES 77002-4496
cr	^ MEBN	Dec 11 2025 21:14:35	International Bank of Commerce, c/o Michael G. Colvard, 112 E Pecan Street, Suite 1616, San Antonio, Tx 78205-8902
cr	^ MEBN	Dec 11 2025 21:13:58	J2 Resources, LLC, Patel Gaines, PLLC, 221 West Exchange Avenue, Suite 306, Fort Worth, TX 76164, UNITED STATES 76164-3614
cr	+ Email/Text: notifications@cstrial.com	Dec 11 2025 21:18:00	James Adams, CAIN & SKARNULIS PLLC, c/o Ryan E. Chapple, 303 Colorado Street, Suite 2850, Austin, TX 78701, UNITED STATES 78701-0137
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 11 2025 21:19:00	Jefferson County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: lloyd.lim@keanmiller.com	Dec 11 2025 21:18:00	PK Technology, c/o Lloyd A. Lim, Kean Miller LLP, 711 Louisiana, Ste. 1800, Houston, TX 77002
cr	Email/Text: lloyd.lim@keanmiller.com	Dec 11 2025 21:18:00	PK Industrial LLC, c/o Lloyd A. Lim, Kean Milller LLP, 711 Louisiana, Ste. 1800, Houston, TX 77002
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 11 2025 21:19:00	Katy ISD, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemier, PO Box 3064, Houston, TX 77253-3064
op	+ Email/Text: kccnoticing@kccllc.com	Dec 11 2025 21:18:00	Kurtzman Carson Consultants, LLC dba Verita

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			Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245-5614
cr	Email/Text: sanantonio.bankruptcy@publicans.com	Dec 11 2025 21:17:00	Eagle Pass ISD, Linebarger Goggan Blair & Sampson, LLP, c/o Don Stecker, 112 E. Pecan Street, Suite 2200, San Antonio, TX 78205
cr	Email/Text: sanantonio.bankruptcy@publicans.com	Dec 11 2025 21:17:00	Bexar County, Linebarger Goggan Blair & Sampson, c/o Don Stecker, 112 E. Pecan Street, Suite 2200, San Antonio, TX 78205
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 11 2025 21:19:00	Lone Star College System, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	Email/Text: bfranke@clarkhill.com	Dec 11 2025 21:18:00	Maxim Crane Works, Inc., c/o Clark Hill PLC, Attn Robert P Franke, 901 Main Street, Suite 6000, Dallas, TX 75202
cr	^ MEBN	Dec 11 2025 21:13:53	Marquis Construction Services, LLC, P.O. Box 548, Clute, TX 77531-0548
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 11 2025 21:19:00	Matagorda County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: burrerk@gtlaw.com	Dec 11 2025 21:18:00	Matheson Tri-Gas, Inc., c/o Karl D. Burrer, Greenberg Traurig, LLP, 1000 Louisiana Stree, Suite 6700, Houston, TX 77002-6003
cr	^ MEBN	Dec 11 2025 21:12:25	Meilssa M Macejko, Estate of Davey Kent, Inc., PO Box 266, Cuyahoga Falls, OH 44222-0266
cr	+ Email/Text: cpinac@excelusa.com	Dec 11 2025 21:19:00	Momentum Building Services, LLC, Attn: Cherie Pinac, 8641 United Plaza Blvd., Baton Rouge, LA 70809-7032
cr	+ Email/Text: brian@lovell-law.net	Dec 11 2025 21:19:00	Northwest Insulation Company, Inc., Lovell, Isern & Farabough, LLP, 112 W 8th Ave, Suite 1000, Amarillo, TX 79101, UNITED STATES 79101-2343
cr	+ Email/Text: notifications@cstrial.com	Dec 11 2025 21:18:00	Nucor Rebar Fabrication South LLC fka Nucor Harris, CAIN & SKARNULIS PLLC, c/o Ryan E. Chapple, 303 Colorado Street, Suite 2850, Austin, TX 78701, UNITED STATES 78701-0137
cr	+ Email/Text: schristianson@buchalter.com	Dec 11 2025 21:17:00	Oracle America, Inc., Buchalter PC, c/o Shawn M. Christianson, 425 Market St., Suite 2900, San Francisco, Ca 94105-2491
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 11 2025 21:19:00	Orange County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	^ MEBN	Dec 11 2025 21:14:32	P&I Supply Company, c/o Patricia B. Tomasco, Quinn Emanuel Urquhart & Sullivan, LLP, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
cr	^ MEBN	Dec 11 2025 21:12:23	Puffer-Sweiven, c/o Mary Elizabeth Heard, Grable Martin PLLC, 7700 Broadway St., Suite 104 PMB 308, San Antonio, TX 78209-3260
cr	Email/Text: cmbrosius@vorys.com	Dec 11 2025 21:19:00	Scott Macon Equipment Rental, Inc., c/o Carrie M. Brosius, Vorys, Sater, Seymour and Pease LLP, 200 Public Square, Suite 1400, Cleveland, OH 44114
cr	Email/Text: bfranke@clarkhill.com	Dec 11 2025 21:18:00	System One Holdings, LLC, Clark Hill PLC, Attn Robert P Franke, 901 Main Street, Suite 6000, Dallas, TX 75202
cr	^ MEBN	Dec 11 2025 21:13:56	Shawna Green, c/o Trip Nix, Holland & Knight LLP, 100 Congress Avenue, Suite 1800, Austin, TX 78701-4042
cr	^ MEBN	Dec 11 2025 21:14:34	Shermco Industries, Inc., c/o Jason P. Kathman,

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			Spencer Fane LLP, 5700 Granite Parkway, Suite 650, Plano, TX 75024-6812
cr	+ Email/Text: tyeates@moorelandrey.com	Dec 11 2025 21:18:00	Sidney Martinez, c/o Tommy Lee Yeates, Moore Landrey, L.L.P., 905 Orleans, Beaumont, TX 77701-2998
cr	+ Email/Text: tyeates@moorelandrey.com	Dec 11 2025 21:18:00	Sindy Martinez, c/o Tommy Lee Yeates, Moore Landrey, L.L.P., 905 Orleans, Beaumont, TX 77701-2998
cr	+ Email/Text: reden@mssattorneys.com	Dec 11 2025 21:19:00	Specialty Distribution Group, LLC dba Distribution, Matthews Shiels Knott, c/o Robert L. Eden, 8131 LBJ Freeway, Suite 700, Dallas, TX 75251, UNITED STATES 75251-1352
cr	+ Email/Text: brittany@rossspence.com	Dec 11 2025 21:18:00	Spitzer Industries, Inc., c/o Ross Spence, Spence, Desenberg & Lee, PLLC, 1770 St. James Place, Suite 625, Houston, TX 77056-3500
cr	+ Email/Text: mstoner@suncoastresources.com	Dec 11 2025 21:19:00	Sun Coast Resources LLC, 6405 Cavalcade St., Bldg. 1, Houston, TX 77026, UNITED STATES 77026-4315
cr	^ MEBN	Dec 11 2025 21:13:48	TECON SERVICES, INC, 1301 Mckinney Street, Suite 1400, Houston, TX 77010-3064
intp	+ Email/Text: tross@trcmllc.com	Dec 11 2025 21:20:00	TR Capital Management, LLC, PO BOX 633, Woodmere, NY 11598-0633
cr	+ Email/Text: jking@offeranking.com	Dec 11 2025 21:17:00	Tate & Company, c/o James W. King, 6420 Wellington Pl, Beaumont, TX 77706-3206
cr	^ MEBN	Dec 11 2025 21:14:02	Texas ReExcavation LC, 5114 Railroad Street, Deer Park, TX 77536-2409
cr	Email/Text: julie.parsons@mvbalaw.com	Dec 11 2025 21:18:00	The County of Brazos, Texas, McCreary Veselka Bragg & Allen, PC, Attn: Julie Anne Parsons, PO Box 1269, Round Rock, TX 78680-1269
cr	+ Email/Text: julie.parsons@mvbalaw.com	Dec 11 2025 21:18:00	The County of Medina, Texas, McCreary, Veselka, Bragg & Allen, P.C., P.O. Box 1269, Round Rock, TX 78680, UNITED STATES 78680-1269
cr	+ Email/Text: BKECF@traviscountytx.gov	Dec 11 2025 21:18:00	Travis County, c/o Jason A. Starks, P.O. Box 1748, Austin, TX 78767-1748
cr	+ Email/Text: BKNotice@andrewsmyers.com	Dec 11 2025 21:18:00	USA Debusk, LLC, c/o Andrews Myers, PC, Attn: Lisa M. Norman, 1885 Saint James Place, 15th floor, Houston, TX 77056-4176
cr	^ MEBN	Dec 11 2025 21:13:38	United Site Services, Inc., c/o Armistead M. Long, Gordon Arata Montgomery Barnett, 1015 Saint John Street, Lafayette, LA 70501, UNITED STATES 70501-6711
cr	^ MEBN	Dec 11 2025 21:13:44	Ursula Andres, c/o Tommy Yeates, 905 Orleans, Beaumont, TX 77701-3520
cr	+ Email/Text: smarmon@cjmhlaw.com	Dec 11 2025 21:18:00	Victory Air & Equipment, LLC, Crady Jewett McCulley & Houren LLP, c/o Shelley B. Bush, 2727 Allen Parkway, Suite 1700, Houston, TX 77019-2125
cr	+ Email/Text: tannweiler@greerherz.com	Dec 11 2025 21:18:00	W. Joe Shaw, Ltd. d/b/a goSafe, c/o Greer, Herz & Adams, LLP, One Moody Plaza, 18th Fl., Galveston, TX 77550-7947
cr	Email/Text: accounting@waterfleet.com	Dec 11 2025 21:18:00	WaterFleet, LLC, 5110 S.E. Loop 410, San Antonio, TX 78222
cr	^ MEBN	Dec 11 2025 21:14:05	Ware Jackson Lee O'Neill Smith & Barrow, LLP, 2929 Allen Parkway, Ste 39th Floor, Houston, TX 77019, US 77019-7100
cr	+ Email/Text: dferretti@bakerdonelson.com	Dec 11 2025 21:19:44	Wells Fargo Equipment Finance, Inc., c/o Daniel J. Ferretti, Baker Donelson, 1301 McKinney, Suite

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			3700, Houston, TX 77010-3034
cr	+ Email/Text: notifications@cstrial.com	Dec 11 2025 21:18:00	Wendy Adams, CAIN & SKARNULIS PLLC, c/o Ryan E. Chapple, 303 Colorado Street, Suite 2850, Austin, TX 78701, UNITED STATES 78701-0137
cr	+ Email/Text: tyeates@moorelandrey.com	Dec 11 2025 21:18:00	Yelina Martinez, c/o Tommy Lee Yeates, 905 Orleans, Beaumont, TX 77701-3520
cr	+ Email/Text: tyeates@moorelandrey.com	Dec 11 2025 21:18:00	Yelina Martinez, c/o Tommy Lee Yeates, Moore Landrey, L.L.P., 905 Orleans, Beaumont, TX 77701-2998
cr	+ Email/Text: legal@highspring.com	Dec 11 2025 21:19:00	c/o James B. Bailey Vaco LLC, Bradley Arant Boulton Cummings LLP, 1819 5th Avenue North, Birmingham, AL 35203-2120

TOTAL: 105

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
aty		Gray Reed
aty		OPPD
aty		Okin Adams Bartlett Curry LLP
aty		Proskauer Rose LLP
cr		Acuren Inspection, Inc.
cr		Allianz Global Risks US Insurance Co.
cr		Bank of America, N.A.
cr		Bank of america, n.a.
cr		Bernhard Capital Partners Management, LP
cr		Bradford Capital Management, LLC
cr		Brown & Root Industrial Services, LLC
intp		Burns & McDonnell Engineering Company, Inc.
cr		Certain Underwriters at Lloyd's of London Subscrib
intp		Chiyoda International Corporation
ip		Clean Harbors Industrial Services, Inc.
ip		Clean Harbors, Inc.
cr		Commonwealth Electric Company of the Midwest
cr		Consolidated Crane & Rigging, LLC
cr		Curtiss-Wright Flow Control Company, Farris
cr		DNOW L.P.
cr		Discount Locksmith and Surveillance, LLC
cr		Element Fleet Corporation
cr		Encina Development Group, LLC
intp		ExxonMobil Corporation
intp		FLNG Liquefaction 2, LLC
intp		FLNG Liquefaction 3, LLC
intp		FLNG Liquefaction, LLC
cr		Ferguson Enterprises Inc
cr		Fircroft Engineering Services Limited a/k/a NES Fi
intp		FloWorks USA LP
cr		Gelco Fleet Trust, as successor to Element Fleet C
intp		Golden Pass LNG Terminal LLC
cr		Great Lakes Insurance SE
cr		Guideone National Insurance Company
intp		HF Sinclair Corporation
md		HPC Industrial Services, LLC
cr		Hammon 4531 Columbia, LLC
intp		Hotard Coaches, Inc.
cr		Houston NFL Holdings, L.P. d/b/a Houston Texans
fa		Huron Consulting Services LLC
cr		IRISNDT Inc.
cr		Integrated Power Co.

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cr	Jabari Porche
intp	KBR, Inc.
intp	Kellogg Brown & Root LLC
cr	Kleberg County
cr	Kraft Heinz Foods Company
cr	Lodge Lumber Company, Inc.
op	M3 Advisory Partners, LP
cr	MMR Constructors, Inc.
cr	McGrath RentCorp
cr	Mobile Modular Management Corp
cr	NES Global Limited a/k/a NES Global Hong Kong
cr	NES Global, LLC
cr	Nooter/Eriksen, Inc.
cr	Nueces County
cr	Nxgen Group Equipment Rentals USA, Inc.
cr	OJay Enterprises LLC
cr	Omaha Public Power District
cr	Orion Construction, LLC
cr	PASADENA INDEPENDENT SCHOOL DISTRICT et al.
cr	PPI Quality & Engineering, LLC
cr	Pacific Indemnity Company
cr	Paladin Technologies USA Inc.
cr	Powell Electrical Systems, Inc.
intp	Premier Trailers, LLC d/b/a Premier Trailer Leasin
cr	Pro-Surve Technical Services, LLC
cr	Raba Kistner, Inc.
cr	Rush, LLC
crecm	Statutory Unsecured Claimholders' Committee
cr	Sunbelt Rentals, Inc., Sunbelt Rentals Scaffold Se
cr	Suncor Energy (U.S.A.), Inc.
cr	TDF Rentals & Leasing, LLC
cr	TNT Crane and Rigging, Inc., SBSB Eastham PLLC, 1001 McKinney, Suite 1400, Houston
cr	Texas Capital Bank
cr	Texas Comptroller of Public Accounts, Revenue Acco, Jamie Kirk
cr	The Reynolds Company
cr	Tokio Marine America Insurance Company, as subroge
cr	Travelers Casualty And Surety Company
sp	Troutman Pepper Locke LLP
cr	Turner Industries Group, L.L.C.
cr	USADebusk, LLC, c/o Wells & Cuellar, P.C., 440 Lousiana, Suite 718, Houston
cr	Valero Refining-Meraux LLC
asee	Valley View Liquidity, LLC, 43 Valley lane N, VALLEY STREAM
intp	Venture Global Plaquemines LNG, LLC
cr	Verizon Communications Inc.
cr	Victoria County
cr	Volunteer Metal Systems, LLC
cr	Wholesale Electric Supply Company of Houston, Inc.
cr	Williams Scotsman, Inc.
cr	Zurich Companies
cr	*+ Yelina Martinez, c/o Tommy Lee Yeates, 905 Orleans, Beaumont, TX 77701-3520
cr	##+ Lasko Electrical Services, LLC, c/o C. Daniel Roberts, C. Daniel Roberts, PC, PO Box 6368, Austin, TX 78762-6368

TOTAL: 91 Undeliverable, 1 Duplicate, 1 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the

District/off: 0541-4

User: ADIuser

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Date Rcvd: Dec 11, 2025

Form ID: pdf002

Total Noticed: 135

complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 13, 2025

Signature: /s/Gustava Winters