

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

In re:	§	
ZACHRY HOLDINGS, INC., <i>et al.</i> ,	§	Civil Action No. 4:25-cv-05980
Reorganized Debtors.	§	
	§	Bankruptcy Case No. 24-90377
ENCINA DEVELOPMENT	§	
GROUP, LLC	§	Hon. Charles Eskridge
Appellant,	§	
	§	
v.	§	
	§	
ZACHRY HOLDINGS, INC., <i>et al.</i> ,	§	
Appellees.	§	

BRIEF OF APPELLANT ENCINA DEVELOPMENT GROUP, LLC



DISCLOSURE STATEMENT

Pursuant to Rule 8012(a) of the Federal Rules of Bankruptcy Procedure, counsel for Appellant Encina Development Group, LLC states that no parent corporation or publicly held corporation owns 10% or more of the stock of Encina Development Group, LLC.

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JURISDICTIONAL STATEMENT

This appeal arises from a final Order and Memorandum Opinion the United States Bankruptcy Court for the Southern District of Texas (Isgur, J.) entered on November 24, 2025, denying Encina Development Group, LLC’s Emergency Motion to Permit Filing Proof of Claim After Bar Date (the “Order”). Bankr. ECF 3279, AA 417. The Bankruptcy Court had jurisdiction pursuant to 28 U.S.C. §§ 1334(b) and 157(b)(2)(B). Appellant timely filed a Notice of Appeal on December 8, 2025. Bankr. ECF 3281, AA 425. This Court has jurisdiction to hear this appeal pursuant to 28 U.S.C. § 158(a)(1), as the Bankruptcy Court’s Order finally adjudicates Appellant’s rights as to its claims against Appellee. An appeal to a district court from the bankruptcy court “shall be taken in the same manner as appeals in civil proceedings generally are taken to the courts of appeals from the district courts[.]” 28 U.S.C. § 158(c)(2).

ISSUE ON APPEAL & STANDARD OF REVIEW

The sole issue raised by this appeal is whether the Bankruptcy Court erred in finding that Encina's late-filed proof of claim was not due to excusable neglect and thus denying Encina's motion brought pursuant to Bankruptcy Rule 9006.

A bankruptcy court's order refusing to allow a late filed claim is reviewed for abuse of discretion. *In re CJ Holding Co.*, 27 F.4th 1105, 1111 (5th Cir. 2022) (citations omitted). The bankruptcy court's findings of fact are reviewed for clear error, and its conclusions of law are reviewed *de novo*. *Id.* at 1111-12.

STATEMENT OF THE CASE

I. The State Court Proceedings

Zachry Engineering Corporation (“ZEC”), an affiliate of Zachry Holdings, Inc. (“ZH”), filed suit against Encina Development Group, LLC (“Encina”) in Texas state court on January 15, 2021¹ (the “Encina Lawsuit”). Bankr. ECF² 3279 at 1, Appellant App. (“AA”) 417; Bankr. ECF 2120 at 2, AA 223. ZEC asserted causes of action for suit on a sworn account and breach of contract against Encina and sought monetary damages of more than \$1,000,000. Bankr. ECF 2120 at 2, AA 223. ZEC filed an Amended Petition on May 19, 2021, adding a cause of action for declaratory judgment and withdrawing a cause of action asserted against an individual defendant who was dismissed from the case. *Id.*

Encina filed a Counterclaim against ZEC on April 5, 2021, asserting two causes of action for breach of contract and seeking monetary damages of more than \$1,000,000. *Id.* at 3, AA 224. Encina then filed an Amended Counterclaim on April 7, 2022, asserting the same causes of action. *Id.*

ZEC filed a Motion to Dismiss Encina’s Counterclaim on October 7, 2021. *Id.* The trial court heard the motion on January 28, 2022, and entered an order denying

¹ A timeline of key dates is attached hereto as **Exhibit 1**.

² Citations to “Bankr. ECF” refer to documents filed in the underlying bankruptcy case, *In re Zachry Holdings, Inc.*, et al., Case No. 24-90377.

ZEC's motion on March 22, 2022. *Id.* ZEC filed an accelerated interlocutory appeal of the order on April 9, 2022. *Id.* On May 18, 2023, the Court of Appeals affirmed the trial court's ruling. *Id.* ZEC filed a Petition for Review in the Supreme Court of Texas on July 3, 2023. *Id.* The Supreme Court requested merits briefing, which was completed on February 14, 2024. *Id.* A decision on the Petition for Review was pending when ZEC filed for bankruptcy and the case was automatically stayed. *Id.* ZEC filed a Notice of Bankruptcy with the Supreme Court on June 3, 2024. Bankr. ECF 2348-1, AA 250. Following the lift of the bankruptcy stay, the Texas Supreme Court denied ZEC's petition for review on September 5, 2025 and the case returned to the trial court.

II. The Chapter 11 Bankruptcy Proceedings

ZH, ZEC, and other affiliated entities filed Voluntary Petitions for Bankruptcy on May 21, 2024 and moved for the cases to be administered jointly. Bankr. ECF 1, AA 2.

In its Schedule of Assets and Liabilities filed on July 16, 2024, the Zachry entities stated that they "have made reasonable efforts to report all general unsecured claims against the Debtors on Schedule E/F, part 2 based upon the Debtors' existing books and records." Bankr. ECF 513 at 14, AA 44. ZEC listed the Encina Lawsuit on its Schedule A/B as a cause of action against a third party. *Id.* at 32, AA 62. It did not, however, list Encina as a creditor on its Schedule E/F, despite Encina's pending

counterclaim. *Id.* at 51-57, AA 81-87. ZEC's Statement of Financial Affairs, also filed on July 16, 2025, listed the Encina Lawsuit as a legal action but did not list Encina's counterclaim as a potential obligation. Bankr. ECF 534 at 47, AA 140. ZEC filed an Amended Schedule E/F on August 30, 2024, but did not list the Encina Lawsuit. Bankr. ECF 859, AA 191. ZEC filed another Amended Schedule E/F on December 20, 2024, and again did not list the Encina Lawsuit, despite Encina having filed its proof of claim on December 10. Bankr. ECF 1773, AA 210.

The Bankruptcy Court entered the Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(B)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including Section 503(B)(9) Requests, (IV) Approving Notice of Bar Dates, and (V) Granting Related Relief ("Bar Date Order") on July 26, 2024, setting September 16, 2024 as the Bar Date. Bankr. ECF 643 at 1-14, AA 145. The Certificate of Notice filed on July 28, 2024 reflects that Encina was not served with the Bar Date Order at that time. *Id.* at 41-45, AA 185-89. ZEC's claims and noticing agent filed a Supplemental Certificate of Service stating that it served the Notice of Deadlines for the Filing of Proofs of Claim on counsel for Encina on November 7, 2024 by email and first class mail. Bankr. ECF 1446, AA 203. Nonetheless, Encina's counsel did not receive the notice

until November 19, 2024, two months after the Bar Date passed. Tr. of 11/17/25 Hr'g at 16:10-11, AA 463.

Encina filed its proof of claim on December 10, 2024 (Case No. 24-90391 ECF 323-2, AA 430), and its motion to permit the claim on February 11, 2025 (Bankr. ECF 2120, AA 222). The Court confirmed the Zachry entities' Chapter 11 Plan of Reorganization on February 27, 2025. Bankr. ECF 2431, AA 262. The Plan became effective on April 10, 2025. *Id.*

III. Ruling Presented for Review

Encina filed its proof of claim on December 10, 2024 (Bankr. ECF 232-2, AA 430) and its Emergency Motion to Permit Filing Proof of Claim After Bar Date on February 11, 2025 (Bankr. ECF 2120, AA 222). A hearing was held on November 17, 2025. AA 448. On November 24, 2025, the Bankruptcy Court entered its Order and Memorandum Opinion denying Encina's motion. Bankr. ECF 3279, AA 417. Encina asserted three grounds for relief in its motion but appeals the Bankruptcy Court's ruling on only one of those grounds: Whether the Bankruptcy Court erred in not extending Encina's time to file its proof of claim pursuant to Bankruptcy Rule 9006(b)(1)(B).

SUMMARY OF THE ARGUMENT

The Bankruptcy Court abused its discretion in concluding that Encina's late-filed proof of claim was not the product of excusable neglect and declining to extend Encina's time to file its proof of claim as permitted by Bankruptcy Rule 9006(b)(1)(B). First, in considering the reason for delay to be the "most important" factor in the equitable *Pioneer* framework, the Bankruptcy Court adopted a legal standard not recognized by the Fifth Circuit. *See Pioneer Inv. Services Co. v. Brunswick Assocs. Ltd. Partnership*, 507 U.S. 380 (1993). Second, the *Pioneer* factors weigh in Encina's favor, especially in light of the Bankruptcy Court's express findings that allowing Encina's claim would not prejudice ZEC or adversely affect administration of the bankruptcy proceedings. Third, the Bankruptcy Court counted up scores on each of the four *Pioneer* factors, improperly converting an equitable analysis to arithmetic. Because the Bankruptcy Court's ruling rests on an incorrect legal premise and an internally inconsistent application of the *Pioneer* factors, it constitutes an abuse of discretion.

ARGUMENT

I. Bankruptcy Rule 9006 and the *Pioneer* Factors

Bankruptcy Rule 9006 allows a court to extend the time to act if “the failure to act within that period resulted from excusable neglect.” Fed. R. Bankr. P. 9006(b)(1)(B). The Bankruptcy Rules do not define the term, but the Supreme Court has provided the *Pioneer* factors as a framework for courts to evaluate whether a late filing was due to excusable neglect. *Pioneer*, 507 U.S. at 389.

The Supreme Court stated that excusable neglect “is a somewhat ‘elastic concept’ and is not limited strictly to omissions caused by circumstances beyond the control of the movant.” *Id.* at 392. In defining excusable neglect, the Court reasoned that, “Congress plainly contemplated that the courts would be permitted, where appropriate, to accept late filings caused by inadvertence, mistake, or carelessness, as well as by intervening circumstances beyond the party’s control.” *Id.* at 388. Whether neglect is excusable is an equitable inquiry, “taking account of all relevant circumstances surrounding the party’s omission.” *Id.* at 395. The circumstances that the Supreme Court enumerated are:

- [1] the danger of prejudice to the debtor;
- [2] the length of the delay and its potential impact on judicial proceedings;
- [3] the reasons for the delay, including whether it was within the reasonable control of the movant; and

[4] whether the movant acted in good faith.

Id.

In the present case, the Bankruptcy Court found that “[t]wo of the *Pioneer* factors, including the most important factor, weigh in favor of disallowing Encina’s claim; one factor weighs in favor of allowance,” and that the fourth factor was neutral. ECF 3279 at 6, AA 422. The Bankruptcy Court erred in reaching that conclusion and the Order should be reversed.

II. The Bankruptcy Court Applied an Incorrect Legal Standard by Treating One *Pioneer* Factor as the “Most Important.”

The Bankruptcy Court stated that “Courts have recognized the third *Pioneer* factor as carrying more weight than the others,” and then relied on that concept to deny relief. *Id.* The Bankruptcy Court later reiterated that “two of the *Pioneer* factors, including the most important factor,” favored disallowance. *Id.* at 7, AA 423. The Bankruptcy Court’s emphasis on one *Pioneer* factor over the others is an incorrect application of the law. The Fifth Circuit explicitly does not hold that any *Pioneer* factor is more important than the others. *In re CJ Holding Co.*, 27 F.4th at 1114.

The *Pioneer* inquiry is “at bottom an equitable one,” requiring consideration of “all relevant circumstances,” not a hierarchy that makes one factor presumptively controlling. *Pioneer*, 507 U.S. at 395. By elevating one factor as “most important,” the Bankruptcy Court improperly applied the equitable analysis *Pioneer* requires and

treated the remaining factors—particularly prejudice and case impact—as subordinate even though they are central to equity and finality concerns.

III. Properly Applied, the *Pioneer* Factors Favor Relief.

Even under deferential review, this Court should reverse the Order because the Bankruptcy Court’s own factual findings establish that the equities do not support its denial of Encina’s motion.

A. Factor One (Danger of Prejudice to the Debtor) Strongly Favors Encina, as the Bankruptcy Court Correctly Found.

The Bankruptcy Court correctly found that the first factor weighs in favor of permitting Encina’s proof of claim. Bankr. ECF 3279 at 5-6, AA 421-22. As the Bankruptcy Court stated, “Debtors knew of Encina’s claim at the commencement of their case and Debtors concede that permitting Encina to file its proof of claim will not prejudice them.” *Id.* ZEC initiated the Encina Litigation years before it filed for bankruptcy, and listed its claims against Encina in its financial statements in the bankruptcy case. ZEC was actively pursuing an appeal of a ruling in the Encina Litigation at the time it filed for bankruptcy. As in other cases where the debtor knows of a claim before its plan is confirmed, ZEC was not prejudiced when a claim that it knew of was filed after the Bar Date. *E.g., In re CJ Holding Co.*, 27 F.4th at 1112; *In re Eagle Bus Mfg., Inc.*, 62 F.3d 730, 737 (5th Cir. 1995).

B. Factor Two (Length of Delay and Impact on Proceedings) Was Incorrectly Applied Because the Court Acknowledged Minimal Impact Yet Treated “Sheer Length” as Overriding.

Pioneer’s second factor is a two-part inquiry; a court must examine both the length of the delay and its impact on the proceedings. The Bankruptcy Court did examine both in this case, but erred in giving the length of the delay significantly more weight than the lack of impact on the proceedings.

ZEC filed a Notice of Bankruptcy in the Encina Litigation on June 3, 2024. Its next communication to Encina about the bankruptcy was not until November 2024, when the claims and noticing agent served the Notice of Deadlines listing the Bar Date that passed two months prior. In the intervening time, ZEC filed three financial statements that did not list Encina’s counterclaims as potential liabilities, and the Bankruptcy Court entered an order setting a Bar Date of September 16, 2024. Encina filed its proof of claim on December 10, 2024, within weeks of receiving the Notice of Deadlines. ZEC then filed another financial statement that still did not include Encina’s counterclaim as a potential liability.

The Bankruptcy Court found that Encina’s delay of five weeks between when the claims agent states it served the Notice and when Encina filed its proof of claim, and the twenty-seven week delay between ZEC’s bankruptcy notice in the Encina Litigation and when Encina filed its proof of claim are of such an egregious length that this element weighs against allowing Encina’s claim. Bankr. ECF 3279 at 6, AA

422. But in the same sentence, the Bankruptcy Court expressly found that “Encina’s claim is unlikely to adversely impact the post-confirmation proceedings.” *Id.* Encina filed its proof of claim two and a half months before ZEC’s Plan was confirmed and four months before it took effect. Encina filed its proof of claim far enough in advance of the confirmation date that its delay would not have affected the confirmation process. Also, and similar to the facts of *Eagle Bus*, it was almost certain that the Encina Litigation would be resolved after the Plan was confirmed. *See In re Eagle Bus Mfg.*, 62 F.3d at 739. The Texas Supreme Court’s determination of the issue on appeal in the Encina Litigation was stayed while ZEC’s bankruptcy was pending. The ruling would not dispose of the entire case, so the Encina Litigation would necessarily have to go back to the trial court for the case to be litigated after the bankruptcy stay was lifted. As in *Eagle Bus*, “it was contemplated that resolution of these claims would be an on-going and lengthy process that would continue even after the plan’s confirmation.” *In re Eagle Bus Mfg.*, 62 F.3d at 739. Allowing Encina’s late-filed claim would have no impact on the administration of the bankruptcy proceedings. The Bankruptcy Court abused its discretion by giving no weight to the second part of this two-part factor.

C. Factor Three (Reason for Delay) Was Misapplied Because the Bankruptcy Court Disregarded the Undisputed Notice Gap.

The Bankruptcy Court found that Encina “provides no reason for delay after it received actual notice of the bankruptcy case,” and declared “[t]he situation here

is indistinguishable from *In re Unit Corp.*” Bankr. ECF 3279 at 6, AA 422. But the record includes an undisputed circumstance that bears directly on Encina’s reason for delay: ZEC did not serve Encina with notice of the Bar Date until long after it passed. A known creditor who does not receive actual notice of the bar date may establish excusable neglect on that ground. *In re William B. Wilson Mfg. Co.*, 59 B.R. 535, 538 (Bankr. W.D. Tex. 1986). The question is not whether Encina could have searched the docket; it is whether Encina was required to do so when ZEC included the Encina Litigation as an asset but not a potential debt in its bankruptcy filings and did not give Encina notice of the Bar Date until after it passed. ZEC even stated in its bankruptcy filings that it “made reasonable efforts to report all general unsecured claims,” but did not list Encina’s counterclaim. If ZEC had listed the counterclaim, Encina would have been included on the list of creditors who received timely notice of the Bar Date. Encina’s reliance on ZEC to fulfill its obligations was not unreasonable. Similar to the facts of *Eagle Bus*, Encina’s delay was incidentally caused by ZEC, which the Bankruptcy Court should have considered when weighing this factor. *See In re Eagle Bus Mfg.*, 62 F.3d at 739.

The Bankruptcy Court’s reliance on the unpublished opinion in *Unit Corp.* in considering this factor is erroneous. First, the circumstances of *Unit Corp.* are distinguishable from this case. In *Unit Corp.*, the debtor’s noticing agent mailed the bar date notice to the creditor’s counsel before the bar date passed. *Unit Corp. v.*

Gilmore, No. 4:21-CV-435, 2022 WL 956226, at *1 (S.D. Tex. Mar. 30, 2022). In the present case, ZEC’s noticing agent did not notify Encina of the Bar Date until at least November 7, 2024—more than seven weeks after the Bar Date passed—despite listing the Encina Lawsuit as a potential asset in its bankruptcy filings. Second, *Unit Corp.* conflates a due process analysis with an excusable neglect inquiry and relies on inapplicable case law to reach its conclusion on this factor. *Id.* at *7-8. In *Robbins v. Amoco Prod. Co.*, 952 F.2d 901 (5th Cir. 1992), the Fifth Circuit held that receiving notice that a company has filed for bankruptcy puts a creditor on constructive or inquiry notice that its claim may be affected. It does not address whether filing a proof of claim after a bankruptcy bar date is excusable neglect. *In re Sam*, 894 F.2d 778 (5th Cir. 1990), and *In re Christopher*, 28 F.3d 512 (5th Cir. 1994), do address late-filed proofs of claim. They do so, however, in the context of a due process analysis, which is a separate inquiry from whether the delay was due to excusable neglect. None of the three cases addresses the standard for excusable neglect. By conflating the question of whether due process was met with an inquiry into whether excusable neglect occurred, the Bankruptcy Court’s analysis reaches the same erroneous conclusion of law.

D. Factor Four (Good Faith) Was Neutral.

Encina does not challenge the Bankruptcy Court’s finding that “[t]he final *Pioneer* factor is neutral.” Bankr. ECF 3279 at 6, AA 422.

IV. The Bankruptcy Court’s Factor Counting Is Inconsistent with *Pioneer*’s Equitable Inquiry and with the Court’s Own Findings.

The Bankruptcy Court concluded its analysis of whether it should permit Encina’s late-filed claim based on excusable neglect with a mathematical application of the *Pioneer* factors:

Two of the *Pioneer* factors, including the most important factor, weigh in favor of disallowing Encina’s claim; one factor weighs in favor of allowance. In consideration of the extreme delay in this case, the Court concludes that Encina’s neglect was not excusable.

Bankr. ECF 3279 at 7; AA 423. The *Pioneer* framework requires courts to engage in individualized, case-specific analysis rather than mechanical factor-counting; the Bankruptcy Court’s reliance on a tally of factors is an abuse of discretion. The determination of whether neglect of a deadline is excusable “is at bottom an equitable one, taking account of all relevant circumstances surrounding the party’s omission.” *Pioneer*, 507 U.S. at 395. No single factor is determinative, and courts must weigh how factors interact in the specific circumstances presented. Even where some factors might weigh against a finding of excusable neglect, compelling circumstances relating to other factors can justify relief. The Bankruptcy Court found that Encina’s late filing caused no prejudice and was “unlikely to adversely impact the post-confirmation proceedings,” yet still treated “sheer length of delay” as overriding without explaining how equity works in a case where the debtor caused the notice gap.

CONCLUSION

For the reasons set forth herein, Encina respectfully requests that this Court reverse and vacate the Bankruptcy Court's Order disallowing Encina's claim and render a decision that Encina's Emergency Motion to Permit Filing Proof of Claim After Bar Date should be granted. Appellant prays for such other and further relief as is just.

Dated: February 13, 2025

Respectfully submitted,

By: /s/ Kathryn Skagerberg

Kathryn Skagerberg

Texas Bar No. 24058578

Federal ID No. 1121430

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Counsel for Appellant

Encina Development Group, LLC

Timeline of Key Events

Date	Event	ECF No.
01/15/2021	ZEC files suit against Encina in Texas state court.	2120, 3279
04/05/2021	Encina files a Counterclaim against ZEC.	2120
05/19/2021	ZEC files an Amended Petition.	2120
10/07/2021	ZEC files a Motion to Dismiss Encina's Counterclaim.	2120
01/28/2022	The trial court hears ZEC's Motion to Dismiss.	2120
03/22/2022	The trial court enters an order denying ZEC's Motion to Dismiss.	2120
04/07/2022	Encina files an Amended Counterclaim.	2120
04/09/2022	ZEC files an accelerated interlocutory appeal of the order denying its Motion to Dismiss.	2120
05/18/2023	The Court of Appeals affirms the trial court's ruling.	2120
07/03/2023	ZEC files a Petition for Review in the Supreme Court of Texas.	2120
02/14/2024	The parties complete merits briefing.	2120
05/21/2024	ZEC files for bankruptcy.	1
06/03/2024	ZEC files a Notice of Bankruptcy with the Supreme Court of Texas.	2348-1
07/16/2024	ZEC files a Schedule of Assets and Liabilities and Statement of Financial Affairs listing the Encina Lawsuit as an asset but not as a liability.	513, 534
07/26/2024	The Bankruptcy Court enters the Bar Date Order.	643

Date	Event	ECF No.
08/30/2024	ZEC files an Amended Schedules of Assets and Liabilities, again listing the Encina Lawsuit as an asset but not as a liability.	859
09/16/2024	The Bar Date.	643
11/07/2024	The date Encina is served with the Bar Date Notice, according to the Supplemental Certificate of Service.	1448
11/19/2024	The date Encina's counsel receives the Bar Date Notice.	AA Tab 14
12/10/2024	Encina files its proof of claim.	323-2
12/20/2024	ZEC files an Amended Schedules of Assets and Liabilities, again listing the Encina Lawsuit as an asset but not as a liability.	1773
02/27/2025	The Bankruptcy Court confirms ZEC's Chapter 11 Plan of Reorganization.	2431
04/10/2025	Effective date of ZEC's Plan.	2431

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

In re:	§	
ZACHRY HOLDINGS, INC., <i>et al.</i> ,	§	Civil Action No. 4:25-cv-05980
Reorganized Debtors.	§	
	§	Bankruptcy Case No. 24-90377
ENCINA DEVELOPMENT	§	
GROUP, LLC	§	Hon. Charles Eskridge
Appellant,	§	
	§	
v.	§	
	§	
ZACHRY HOLDINGS, INC., <i>et al.</i> ,	§	
Appellees.	§	

APPENDIX OF APPELLANT ENCINA DEVELOPMENT GROUP, LLC

APPENDIX TABLE OF CONTENTS**Documents Filed in Case No. 24-90377
In re Zachry Holdings, Inc., et al. (Bankr. S.D. Tex.)**

Tab No.	Filing Date	ECF No.	Description	Page No.
1	05/21/24	1	Chapter 11 Voluntary Petition	AA 1-29
2	07/16/24	513	Schedules of Assets and Liabilities for ZEC	AA 30-92
3	07/16/24	534	Statement of Financial Affairs for ZEC	AA 93-143
4	07/28/24	643	Bar Date Order with Certificate of Service	AA 144-189
5	08/30/24	859	ZEC's Amended Schedules of Assets and Liabilities	AA 190-201
6	11/18/24	1446	Supplemental Certificate of Service	AA 202-208
7	12/20/24	1773	ZEC's Amended Schedules of Assets and Liabilities	AA 209-220
8	02/11/25	2120	Encina's Emergency Motion to Permit Filing Proof of Claim After Bar Date	AA 221-235
9	02/21/25	2348	Debtors' Objection to Encina's Motion to Permit the Filing of a Late Proof of Claim	AA 236-260
10	02/27/25	2431	Order Confirming Chapter 11 Plan	AA 261-415
11	11/24/25	3279	Order and Memorandum Opinion Denying Encina's Motion to Permit Filing Proof of Claim After Bar Date	AA 416-423

Tab No.	Filing Date	ECF No.	Description	Page No.
12	12/08/25	3281	Encina's Notice of Appeal and Statement of Election	AA 424-428

Documents Filed in Case No. 24-90391
In re: Computer Simulation & Analysis, Inc. (Bankr. S.D. Tex.)

Tab No.	Filing Date	ECF No.	Docket Text	Page No.
13	12/10/24	323-2	Encina's Proof of Claim	AA 439-446

Other Documents

Tab No.	Filing Date	ECF No.	Docket Text	Page No.
14			Transcript of hearing held in Case No. 24-90377 on 11/17/25	AA 447-476

Tab 1

24-90377 ECF No. 1

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas
(State)

Case number (if known): Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Zachry Engineering Corporation

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 20 - 3603134

4. Debtor's address

Principal place of business

527 Logwood Avenue
Number StreetSan Antonio TX 78221
City State ZIP CodeBexar County
County

Mailing address, if different from principal place of business

Number Street

P.O. Box 240130
P.O. BoxSan Antonio TX 78224
City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. Debtor's website (URL) https://zachrygroup.com

Case 24-90379 Document 1 Filed in TXSB on 05/21/24 Page 2 of 28

Debtor Zachry Engineering Corporation
Name

Case number (if known) _____

6. Type of debtor

- ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____

7. Describe debtor's business

A. Check one:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.2 3 7 9

8. Under which chapter of the Bankruptcy Code is the debtor filing?

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

Check one:

- ☐ Chapter 7
☐ Chapter 9

☒ Chapter 11. Check all that apply:

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11**. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

- ☐ Chapter 12

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Debtor Zachry Engineering Corporation Case number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

☒ No

☐ Yes. District _____ When MM / DD / YYYY Case number _____

If more than 2 cases, attach a separate list.

District _____ When MM / DD / YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

☐ No

☒ Yes. Debtor See Schedule 1 Relationship Affiliate

District Southern District of Texas When _____

List all cases. If more than 1, attach a separate list.

Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district?

Check all that apply:

☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? *(Check all that apply.)*

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property? _____

Number _____ Street _____

City _____ State ZIP Code _____

Is the property insured?

☐ No

☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

Debtor Zachry Engineering Corporation
Name

Case number (if known) _____

13. Debtor's estimation of available funds

Check one:

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

☐ 1-49	☒ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☐ 200-999		

15. Estimated assets (on a consolidated basis)

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities (on a consolidated basis)

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 5/21/2024
MM / DD / YYYY

X

/s/ James R. Old

Signature of authorized representative of debtor

Title General CounselJames R. Old

Printed name

Debtor Zachry Engineering Corporation Case number (if known) _____
Name

18. Signature of attorney

X /s/ Charles R. Koster Date 5/21/2024
Signature of attorney for debtor MM / DD / YYYY

Charles R. Koster
Printed name
White & Case LLP
Firm name
609 Main Street, Suite 2900
Number Street
Houston Texas 77002-4403
City State ZIP Code
(713) 496-9700 charles.koster@whitecase.com
Contact phone Email address
24128278 Texas
Bar number State

Schedule 1**Affiliated Entities**

On the date hereof, each of the affiliated entities listed below (collectively, the “Debtors”) filed in this Court a petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Zachry Holdings, Inc.

	Debtor	Corporate ID No.
1.	Zachry Holdings, Inc.	26-1256814
2.	Zachry EPC Holdings, LLC	20-2340077
3.	Zachry Engineering Corporation	20-3603134
4.	Zachry High Voltage Solutions, LLC	20-5791090
5.	ZEC New York, Inc.	31-0825897
6.	UE Properties, Inc.	75-2052226
7.	ZEC Michigan, Inc.	20-0404627
8.	Zachry Industrial, Inc.	74-2887583
9.	Zachry Constructors, LLC	85-3449094
10.	Moss Point Properties, LLC	46-0851616
11.	Zachry Enterprise Solutions, LLC	85-3532706
12.	Zachry Nuclear, Inc.	26-3117807
13.	Zachry Nuclear Construction, Inc.	26-3383241
14.	Zachry Nuclear Engineering, Inc.	06-1067568
15.	Computer Simulation & Analysis, Inc.	82-0424097
16.	Zachry Plant Services Holdings, Inc.	46-0901383
17.	JVIC Fabrication, LLC	85-3659726
18.	Zachry Industrial Americas, Inc.	27-1310902
19.	Zachry Maintenance Services, LLC	85-3519005
20.	J.V. Industrial Companies, LLC	76-0660821
21.	Madison Industrial Services Team, LLC	20-0696261

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

In re:)
) Chapter 11
)
 ZACHRY HOLDINGS, INC., *et al.*¹) Case No. 24-____ (____)
)
 Debtors.) (Joint Administration Requested)
)

**CONSOLIDATED CORPORATE OWNERSHIP STATEMENT
AND LIST OF EQUITY INTEREST HOLDERS PURSUANT TO
FED. BANKR. P. 1007(A)(1), 1007(A)(3), AND 7007.1**

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above-captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity identified as the equity holder thereof on **Exhibit A**.
2. Zachry Holdings, Inc. is the direct or indirect parent of each of the other Debtors and its equity securities are wholly owned by non-debtor Zachry, LLC.

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Zachry Holdings, Inc. (6814); Zachry EPC Holdings, LLC (0077); Zachry Engineering Corporation (3134); Zachry High Voltage Solutions, LLC (1090); ZEC New York, Inc. (5897); UE Properties, Inc. (2226); ZEC Michigan, Inc. (4627); Zachry Industrial, Inc. (7583); Zachry Constructors, LLC (9094); Moss Point Properties, LLC (1616); Zachry Enterprise Solutions, LLC (2706); Zachry Nuclear, Inc. (7807); Zachry Nuclear Construction, Inc. (3241); Zachry Nuclear Engineering, Inc. (7568); Computer Simulation & Analysis, Inc. (4097); Zachry Plant Services Holdings, Inc. (1383); JVIC Fabrication, LLC (9726); Zachry Industrial Americas, Inc. (0902); Zachry Maintenance Services, LLC (19005); J.V. Industrial Companies, LLC (0821); Madison Industrial Services Team, LLC (6261). The location of the debtors' service address in these chapter 11 cases is: P.O. Box 240130, San Antonio, Texas 78224.

Exhibit A

	Entity	Equity Holder	% Ownership	Last Known Address of Equity Holder
1.	Zachry Holdings, Inc.	Zachry, LLC	100%	527 Logwood Avenue, San Antonio, Texas 78221
2.	Zachry EPC Holdings, LLC	Zachry Holdings, Inc.	100%	527 Logwood Avenue, San Antonio, Texas 78221
3.	Zachry Engineering Corporation	Zachry EPC Holdings, LLC	100%	527 Logwood Avenue, San Antonio, Texas 78221
4.	Zachry High Voltage Solutions, LLC	Zachry Engineering Corporation	100%	527 Logwood Avenue, San Antonio, Texas 78221
5.	ZEC New York, Inc.	Zachry Engineering Corporation	100%	527 Logwood Avenue, San Antonio, Texas 78221
6.	UE Properties, Inc.	Zachry Engineering Corporation	100%	527 Logwood Avenue, San Antonio, Texas 78221
7.	ZEC Michigan, Inc.	Zachry Engineering Corporation	100%	527 Logwood Avenue, San Antonio, Texas 78221
8.	Zachry Industrial, Inc.	Zachry EPC Holdings, LLC	100%	527 Logwood Avenue, San Antonio, Texas 78221
9.	Zachry Construction, LLC	Zachry Industrial, Inc.	100%	527 Logwood Avenue, San Antonio, Texas 78221
10.	Moss Point Properties, LLC	Zachry Industrial, Inc.	100%	527 Logwood Avenue, San Antonio, Texas 78221
11.	Zachry Enterprise Solutions, LLC	Zachry Holdings, Inc.	100%	527 Logwood Avenue, San Antonio, Texas 78221
12.	Zachry Nuclear, Inc.	Zachry Holdings, Inc.	100%	527 Logwood Avenue, San Antonio, Texas 78221
13.	Zachry Nuclear Corporation, Inc.	Zachry Nuclear, Inc.	100%	527 Logwood Avenue, San Antonio, Texas 78221
14.	Zachry Nuclear Engineering, Inc.	Zachry Nuclear, Inc.	100%	527 Logwood Avenue, San Antonio, Texas 78221
15.	Zachry Computer Simulation & Analysis, Inc.	Zachry Nuclear Engineering, Inc.	100%	527 Logwood Avenue, San Antonio, Texas 78221
16.	Zachry Plant Services Holdings, Inc.	Zachry Holdings, Inc.	100%	527 Logwood Avenue, San Antonio, Texas 78221
17.	JVIC Fabrication, LLC	Zachry Plant Services Holdings, Inc.	100%	527 Logwood Avenue, San Antonio, Texas 78221
18.	Zachry Industrial Americas, Inc.	JVIC Fabrication, LLC	100%	527 Logwood Avenue, San Antonio, Texas 78221
19.	Zachry Maintenance Services, LLC	Zachry Plant Services Holdings, Inc.	100%	527 Logwood Avenue, San Antonio, Texas 78221
20.	J.V. Industrial Companies, LLC	Zachry Plant Services Holdings, Inc.	100%	527 Logwood Avenue, San Antonio, Texas 78221
21.	Madison Industrial Services Team, LLC	J.V. Industrial Companies, LLC	100%	3741 Red Bluff Road, Pasadena, Texas 77503

Fill in this information to identify the case:	
Debtor name	<u>Zachry Holdings, Inc.</u>
United States Bankruptcy Court for the:	<u>Southern</u> District of <u>Texas</u> (State)
Case number (if known):	<u></u>

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	SUNBELT RENTALS, INC. 1799 Innovation Pt. Fort Mill, SC 29715	Michael Christian, michael.christian@sunbeltrentals.com, (803) 578-9413	Trade	CUD			\$133,310,610
2	D REYNOLDS COMPANY, LLC 2680 Sylvania Cross Dr, Fort Worth, TX 76137	Scott George, sageorge@reynco.com, (210) 862-1148	Trade	CUD			\$17,576,934
3	BO-MAC CONTRACTORS LTD 1020 Lindbergh Drive Beaumont, TX, 77707	Dan Brown danbrown@bo-mac.com (409) 842-2125	Trade	CUD			\$15,608,639
4	BIGGE CRANE AND RIGGING CO. 2400 Maury Street, Richmond, VA 23224	Eric Jones, ejones@bigge.com, (804) 271-9356	Trade	CUD			\$14,746,479
5	RUSH RESOURCES, LLC 2781 County Road 639 Buna, TX, 77612	John Rush Jr., jrush@rushllc.com, (409) 781-5911	Trade	CUD			\$12,566,163
6	MAMMOET USA, INC. 20525 FM 521. Rosharon, TX 77583	Mike Hamic, mike.hamic@mammoet.com, (281) 369-2200	Trade	CUD			\$10,836,424
7	TECON SERVICES, INC. 515 Garden Oaks Blvd. Houston, TX 77018	Cynthia Jaime, cjaime@teconservices.com, (713) 691-2700	Trade	CUD			\$10,125,679
8	GULFSPAN INDUSTRIAL, LLC 600 N Shepherd Dr, Suite 300, Houston, TX 77007	Luis Gallardo, lgallardo@gulfspan.net, (409) 673-0800	Trade	CUD			\$7,997,804

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Debtor Zachry Holdings, Inc.
Name

Case number (if known) _____

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	SABER POWER SERVICES, LLC 9841 Saber Power Lane, Rosharon, TX 77583	Jared Penney, jpenney@saberpower.com, (713) 222-9102	Trade	CUD			\$5,854,479
10	MMR CONSTRUCTORS, INC. 15961 Airline Hwy. Baton Rouge, LA 70817	John Cloutre, jcloutre@mmrgp.com, (225) 756-5090	Trade	CUD			\$5,709,681
11	INSULATIONS, INC. 880 W. Commerce Rd, Suite 104, Harahan, LA 70123	Debbie Koper, dkoper@insulationsinc.com, (504) 733-5033	Trade	CUD			\$4,879,234
12	ISC CONSTRUCTORS, LLC 20480 Highland Road, Baton Rouge, LA 70817	Mario Rispone, mrispone@iscgrp.com, (225) 756-7585	Trade	CUD			\$4,809,862
13	INNOVATIVE HEAT TREATMENT SOLUTIONS 11318 Hirsch Rd, Houston, TX 77016	Juan Solitaire, j.solitaire@ihtsinc.com, (346) 207-8081	Trade	CUD			\$4,622,399
14	HOTARD COACHES, INC. 2838 Touro Street, New Orleans, LA 70122	Callen Hotard, callen@hotard.com, (504) 944-8660	Trade	CUD			\$4,607,991
15	SYSTEM ONE HOLDINGS, LLC 210 Sixth Avenue Suite 3100, Pittsburgh, PA 15222	Carla Snell, carla.snell@systemone.com, (717) 701-9240	Trade	CUD			\$4,529,021
16	PK INDUSTRIAL, LLC 10811 E. Harry St, Wichita, KS 67207	Landon Riggs, lriggs@pksti.com, (855) 759-2800	Trade	CUD			\$4,346,948
17	CAJUN INDUSTRIES LLC 1020 Lindbergh Drive, Beaumont, TX, 77707	William J Cloutre williamc@cajunusa.com (225) 753-5857	Trade	CUD			\$4,267,647
18	CALCAM LOGISTICS & CONTRACTING, LLC 3010 Spurlock Rd., Nederland, TX 77627	Lennie Stephens, lennie@calcam.net, (601) 270-4965	Trade	CUD			\$3,915,946
19	ANALYTIC STRESS RELIEVING, INC. 3118 W Pinhook Rd #202, Lafayette, LA 70508	Bryan Willis, bryan.willis@analyticstress.com, (281) 471-9600	Trade	CUD			\$3,674,321
20	COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST 3910 South Street, Lincoln, NE 68506	Scott Lamoreux, slamoreux@commonwealthelectric.com, (402) 514-2646	Trade	CUD			\$3,628,994

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Debtor Zachry Holdings, Inc.
Name

Case number (if known) _____

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	FERGUSON ENTERPRISES, INC. 751 Lakefront Commons, Newport News, VA, 23606	Chris Fadden, chris.fadden@ferguson.com, (330) 931-7078	Trade	CUD			\$3,537,084
22	THOMPSON CONSTRUCTION GROUP, INC. 100 North Main Street, Sumter, SC 29150	Hal Turner, hturner@thompsonind.com, (803) 972-1011	Trade	CUD			\$3,459,913
23	P&I SUPPLY CO. 2220 N Fares Avenue, Evansville, IN 47711	Bruce Stallings, bstallings@pisupply.com, (812) 894-4531	Trade	CUD			\$3,219,621
24	THOMPSON CONSTRUCTION GROUP, INC. 100 North Main Street, Sumter, SC 29150	Hal Turner, hturner@thompsonind.com, (803) 972-1011	Trade	CUD			\$3,049,882
25	TRADESMEN INTERNATIONAL, LLC 9760 Shepard Road, Macedonia, OH 44056	Dan Bennet, daniel.bennet@tradesmeninternational.com, (352) 246-4756	Trade	CUD			\$2,908,191
26	SUN COAST RESOURCES LLC 6405 Calvalcade St., Houston, TX 77026	Brian Robinson, legal@suncoastresources.com, (800) 231-7584	Trade	CUD			\$2,723,957
27	BAKER HUGHES HOLDINGS 17021 Aldine Westfield Rd., Houson, TX 77073	Randy Coghlin, randy.coghlin@bakerhughes.com, (713) 906-8407	Trade	CUD			\$2,645,419
28	NES COMPANIES LP. PO Box 205572, Dallas TX, 75320-5572	Kimberly Tran kimberly.tran@nesgt.com (346) 320-0709	Trade	CUD			\$2,610,909
29	REDWINE ENTERPRISES INC 2114 LEE STREET NEDERLAND, TX, 77627	Pat Redwine tredwinde@gt.rr.com (409)722-8373	Trade	CUD			\$2,564,492
30	PORT ARTHUR TECHNICAL SERVICES 2901 Turtle Creek Dr., Port Arthur, TX 77642	Reynald Reyes, reynald.reyes@pa-ts.com, (587) 779-3201	Trade	CUD			\$2,515,695

**OMNIBUS RESOLUTIONS OF THE
BOARDS OF DIRECTORS, SOLE SHAREHOLDERS, AND SOLE MEMBERS**

May 20, 2024

After due deliberation, (i) the members of the board of directors of Zachry Holdings, Inc. (the “**Company**”) and (ii) the undersigned, being the sole shareholder or the sole member, as the case may be, of each of the companies set forth on **Annex A** attached hereto (collectively, the “**Companies**,” and the governing body of each Company, each a “**Governing Body**”), do hereby consent to, adopt, and approve the following resolutions pursuant to the certification of incorporation or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company’s name on **Annex A**:

Chapter 11 Filing

WHEREAS, each Governing Body has reviewed and considered (a) the presentations by each Company’s management and financial and legal advisors regarding the liabilities and liquidity of each Company, the strategic alternatives available to it, and the impact of the foregoing on each Company’s businesses, (b) the information and advice previously provided to and reviewed by each Governing Body, and (c) the related matters reported on at the meeting of each Governing Body;

WHEREAS, in connection therewith, the Company seeks to appoint Mr. Mohsin Meghji as Chief Restructuring Officer of the Company upon the filing of the Chapter 11 Cases (as defined below);

WHEREAS, each Governing Body has had the opportunity to consult with each of the Companies’ management and financial and legal advisors and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, based on their review of all available alternatives and advice provided by such financial and legal advisors, each Governing Body deems it advisable and in the best interest of each of the Companies, their creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT,

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the Companies, their creditors, and other parties in interest to file, or cause to be filed, voluntary petitions for relief (the “**Chapter 11 Cases**”) under the provisions of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and to take any and all actions, that they deem necessary or appropriate.

RESOLVED, that the officers of each Company and Mr. Mohsin Meghji (each, an “**Authorized Signatory**” and collectively, the “**Authorized Signatories**”), acting alone or with one or more other Authorized Signatories be, and they hereby are, authorized, empowered and directed, together with the Companies’ advisors, to execute and file on behalf of each Company all petitions, schedules, lists and other motions, applications, pleadings, papers, or documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of each Company’s businesses and in connection with the Chapter 11 Cases, with a view to the successful prosecution of the cases.

Retention of Professionals

RESOLVED, that Mr. Mohsin Meghji shall serve as Chief Restructuring Officer of the Company immediately after the filing of the Chapter 11 Cases and shall have the powers and duties as set forth in an engagement letter, the material terms of which have been described to the Governing Bodies, for the term set forth in such letter or, if earlier, until his earlier resignation or removal.

RESOLVED, that Mr. Mohsin Meghji will receive the benefit of the most favorable indemnification provisions provided by the Company to its directors, officers, and any equivalently placed employees, whether under the Company's charter or by-laws, by contract or otherwise and such indemnification obligation shall be primary to, and without allocation against, any similar indemnification obligations that M3 Advisory Partners, LP ("**M3**") may offer to its personnel generally.

RESOLVED, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ the law firm of White & Case LLP ("**W&C**") as general bankruptcy counsel to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law.

RESOLVED, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ the law firm of Susman Godfrey L.L.P. ("**Susman**") as special litigation counsel to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Susman in accordance with applicable law.

RESOLVED, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ the law firm of Hicks Thomas, LLP ("**Hicks Thomas**") as special litigation counsel to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Hicks Thomas in accordance with applicable law.

RESOLVED, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ the firm of M3 as financial advisor to each Company to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company's rights and obligations; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and cause to be filed an appropriate application for authority to employ or retain the services of M3 in accordance with applicable law.

RESOLVED, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ the firm of Kurtzman Carson Consultants LLC ("**KCC**") as notice and claims agent to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company's rights and obligations; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate

retention agreements, pay appropriate retainers, and cause to be filed appropriate applications for authority to retain the services of KCC in accordance with applicable law.

RESOLVED, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ any other professionals, including legal counsel, accountants, financial advisors, investment bankers, and other professionals, to assist each Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary.

General

RESOLVED, that each of the Authorized Signatories be, and they hereby are, authorized and empowered, on behalf of and in the name of the Company to amend, supplement, or otherwise modify from time to time the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in the foregoing resolutions.

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein.

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice.

RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate has been specifically authorized in advance by resolution of each Governing Body.

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions.

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Secretary's Certificate

The undersigned, being duly elected as General Counsel and Corporate Secretary of Zachry Holdings, Inc. ("ZHI"), a Delaware corporation, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by the Board of Directors of ZHI on behalf of ZHI at a meeting of the Board of Directors held on May 20, 2024; and (ii) these resolutions have not been amended and or modified or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 20th day of May, 2024.

By: _____

James R. Old

General Counsel and Corporate Secretary

IN WITNESS WHEREOF, the undersigned has duly executed this consent as of the date first set forth above.

ZACHRY HOLDINGS, INC., THE SOLE MEMBER OF:

ZACHRY EPC HOLDINGS, LLC

ZACHRY ENTERPRISE SOLUTIONS, LLC

By: _____

James R. Old

General Counsel and Corporate Secretary

IN WITNESS WHEREOF, the undersigned has duly executed this consent as of the date first set forth above.

ZACHRY HOLDINGS, INC., THE SOLE SHAREHOLDER OF:

ZACHRY NUCLEAR, INC.

ZACHRY PLANT SERVICES HOLDINGS, INC.

By: 
James R. Old
General Counsel and Corporate Secretary

IN WITNESS WHEREOF, the undersigned has duly executed this consent as of the date first set forth above.

**ZACHRY PLANT SERVICES HOLDINGS, INC., THE SOLE
MEMBER OF:**

**J.V. INDUSTRIAL COMPANIES, LLC
ZACHRY MAINTENANCE SERVICES, LLC
JVIC FABRICATION, LLC**

By: 

James R. Old
General Counsel

IN WITNESS WHEREOF, the undersigned has duly executed this consent as of the date first set forth above.

ZACHRY NUCLEAR, INC., THE SOLE SHAREHOLDER OF:

ZACHRY NUCLEAR CONSTRUCTION, INC.

ZACHRY NUCLEAR ENGINEERING, INC.

By: 

James R. Old

General Counsel

IN WITNESS WHEREOF, the undersigned has duly executed this consent as of the date first set forth above.

ZACHRY EPC HOLDINGS, LLC, THE SOLE SHAREHOLDER OF:
ZACHRY ENGINEERING CORPORATION
ZACHRY INDUSTRIAL, INC.

By: _____


James R. Old
General Counsel

IN WITNESS WHEREOF, the undersigned has duly executed this consent as of the date first set forth above.

**ZACHRY ENGINEERING CORPORATION, THE SOLE MEMBER
OF:**

ZACHRY HIGH VOLTAGE SOLUTIONS, LLC

By: _____

James G. Old
General Counsel



IN WITNESS WHEREOF, the undersigned has duly executed this consent as of the date first set forth above.

**ZACHRY ENGINEERING CORPORATION, THE SOLE
SHAREHOLDER OF:**

**ZEC NEW YORK, INC.
UE PROPERTIES, INC.
ZEC MICHIGAN, INC.**

By: _____


James R. Old
General Counsel

IN WITNESS WHEREOF, the undersigned has duly executed this consent as of the date first set forth above.

ZACHRY INDUSTRIAL, INC., THE SOLE MEMBER OF:

**ZACHRY CONSTRUCTORS, LLC
MOSS POINT PROPERTIES, LLC**

By: _____


James R. Old
General Counsel

IN WITNESS WHEREOF, the undersigned has duly executed this consent as of the date first set forth above.

**ZACHRY NUCLEAR ENGINEERING, INC., THE SOLE
SHAREHOLDER OF:**

COMPUTER SIMULATION & ANALYSIS, INC.

By: _____


James R. Old
General Counsel

Case 24-90379 Document 1 Filed in TXSB on 05/21/24 Page 25 of 28

IN WITNESS WHEREOF, the undersigned has duly executed this consent as of the date first set forth above.

**JVIC FABRICATION, LLC, THE SOLE SHAREHOLDER OF:
ZACHRY INDUSTRIAL AMERICAS, INC.**

By: 
James R. Old
General Counsel

IN WITNESS WHEREOF, the undersigned has duly executed this consent as of the date first set forth above.

**J.V. INDUSTRIAL COMPANIES, LLC, THE SOLE MEMBER OF:
MADISON INDUSTRIAL SERVICES TEAM, LLC**

By: 
James R. Old
General Counsel

Annex A
Companies

Name of Company	Jurisdiction of Incorporation
Zachry Holdings, Inc.	Delaware
Zachry EPC Holdings, LLC	Texas
Zachry Engineering Corporation	Delaware
Zachry High Voltage Solutions, LLC	Texas
ZEC New York, Inc.	New York
UE Properties, Inc.	Texas
ZEC Michigan, Inc.	Michigan
Zachry Industrial, Inc.	Texas
Zachry Constructors, LLC	Texas
Moss Point Properties, LLC	Texas
Zachry Enterprise Solutions, LLC	Texas
Zachry Nuclear, Inc.	Delaware
Zachry Nuclear Construction, Inc.	Delaware
Zachry Nuclear Engineering, Inc.	Delaware
Computer Simulation & Analysis, Inc.	Idaho
Zachry Plant Services Holdings, Inc.	Texas
JVIC Fabrication, LLC	Texas
Zachry Industrial Americas, Inc.	Delaware
Zachry Maintenance Services, LLC	Texas
J.V. Industrial Companies, LLC	Texas
Madison Industrial Services Team, LLC	Texas

Fill in this information to identify the case and this filing:

Debtor Name Zachry Engineering Corporation
 United States Bankruptcy Court for the: Southern District of Texas
 (State)
 Case number (If known): _____

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended Schedule _____
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☒ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 5/21/2024
 MM / DD / YYYY

X /s/ James R. Old

Signature of individual signing on behalf of debtor

James R. Old

Printed name

General Counsel

Position or relationship to debtor

Tab 2

24-90377 ECF No. 513

**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)
	)	

**SCHEDULES OF ASSETS AND LIABILITIES FOR
ZACHRY ENGINEERING CORPORATION CASE NO. 24-90379 (MI)**

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 Debtors' proposed claims and noticing agent at <https://veritaglobal.net/zhi>. these chapter 11 cases is: P.O. Box 240130, San Antonio, Texas 78224.



**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)

**GLOBAL NOTES, METHODOLOGY, AND SPECIFIC
DISCLOSURES REGARDING THE DEBTORS' SCHEDULES OF
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

INTRODUCTION

Zachry Holdings, Inc. (“**Zachry**”) and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), with the assistance of their advisors, have filed their respective Schedules of Assets and Liabilities (the “**Schedules**”) and Statements of Financial Affairs (the “**Statements**”) with the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”), pursuant to section 521 of title 11 of the United States Code (the “**Bankruptcy Code**”) and rule 1007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

These *Global Notes, Methodology, and Specific Disclosures Regarding the Debtors’ Schedules of Assets and Liabilities and Statements of Financial Affairs* (the “**Global Notes**”) pertain to, are incorporated by reference in, and comprise an integral part of each of the Debtors’ Schedules and Statements. The Global Notes should be referred to, considered, and reviewed in connection with any review of the Schedules and Statements.

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“**GAAP**”), nor are they intended to be fully reconciled with the financial statements of each Debtor. Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment and reflects the Debtors’ commercially reasonable efforts to report the assets and liabilities of each Debtor on an unconsolidated basis. The Schedules and Statements and Global Notes should not be relied upon by any persons for information relating to current or future financial conditions, events, or performances of the Debtors.

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’ proposed claims and noticing agent at <https://veritaglobal.net/zhi>. The location of the Debtors’ service address in these chapter 11 cases is: P.O. Box 240130, San Antonio, Texas 78224.

Although the Debtors' management has made reasonable efforts to ensure that the Schedules and Statements are as accurate and complete as possible under the circumstances, based on information available at the time of preparation, subsequent information or discovery may result in material changes to these Schedules and Statements, and inadvertent errors, inaccuracies, or omissions may have occurred. Notwithstanding any subsequent information or discovery, the Debtors and their agents, attorneys, and financial advisors do not undertake any obligation to update, modify, revise, or re-categorize the information provided herein, or to notify any third party should the information be updated, modified, revised, or re-categorized. In no event shall the Debtors or their agents, attorneys, and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business, or lost profits), whether foreseeable or unforeseeable and however caused, even if the Debtors or their agents, attorneys, and financial advisors are advised of the possibility of such damages.

Mr. Mohsin Y. Meghji, in his capacity as the Chief Restructuring Officer of the Debtors, is an authorized signatory for each of the Debtors and has signed each of the Schedules and Statements. In reviewing and signing the Schedules and Statements, Mr. Meghji necessarily has relied upon the efforts, statements, and representations of various personnel employed by the Debtors and the Debtors' proposed advisors. Mr. Meghji has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and Statements, including statements and representations concerning amounts owed to creditors, classification of such amounts, and creditor addresses.

Disclosure of information in one or more Schedules, Statements, or exhibits or attachments to the Schedules or Statements, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedules, Statements, exhibits, or attachments. In the event that the Schedules or Statements differ from any of the Global Notes, the Global Notes shall control.

GLOBAL NOTES AND OVERVIEW OF METHODOLOGY

1. **Reservation of Rights.** Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may exist. The Debtors reserve all rights to: (i) amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to the description, designation, or Debtor against which any claim (each, a "**Claim**")² is asserted; (ii) dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; (iii) subsequently designate any Claim as "disputed," "contingent," or "unliquidated;" or (iv) object to the extent, validity, enforceability, priority or avoidability of any Claim. Any failure to designate a Claim in the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such Claim or amount is not "disputed," "contingent," or "unliquidated." Listing a Claim does not constitute an

² For the purposes of these Global Notes, the term "Claim" shall have the meaning as defined under section 101(5) of the Bankruptcy Code.

admission of liability by the Debtor against which the Claim is listed or against any of the Debtors. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to the Debtors' chapter 11 cases, including, without limitation, issues involving Claims, substantive consolidation, defenses, equitable subordination, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation or rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph. Notwithstanding the foregoing, the Debtors shall not be required to update the Schedules and Statements.

2. **Description of Cases and "As Of" Information Date.** On May 21, 2024 (the "**Petition Date**"), the Debtors each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On June 4, 2024, the United States Trustee for the Southern District of Texas appointed an official committee of unsecured creditors. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

On the Petition Date, the Court entered the *Order (I) Directing Joint Administration of Cases and (II) Waiving Requirements of Bankruptcy Code Section 345(c)(1) and Bankruptcy Rules 1005 and 2002(n)* [Docket No. 21] (the "**Joint Administration Order**"). The Joint Administration Order authorized the joint administration of the Debtors chapter 11 cases under lead case number 24-90377 for procedural purposes only. Accordingly, each Debtor has filed its own Schedules and Statements.

The asset and liability information provided herein represents asset and liability data of the Debtors as of April 30, 2024, except as otherwise noted. As noted below, the amounts of the Debtors' funded debt obligations and certain amounts related to the Debtors' requests for "first day" relief are represented as of the Petition Date.

3. **Net Book Value of Assets.** Unless otherwise indicated, the Debtors' Schedules and Statements reflect net book values as April 30, 2024. The book values of certain assets may materially differ from their fair market values or other measures of value. For the avoidance of doubt, nothing contained in the Schedules and Statements is indicative of the Debtors' enterprise value or the amount a third party might be willing to pay in connection with any asset disposition.

For financial reporting purposes, Zachry prepares consolidated financial statements. Unlike Zachry's consolidated financial statements, these Schedules and Statements, except as indicated herein, reflect the assets and liabilities of each Debtor and do not include the assets and liabilities of certain of Zachry's non-Debtor affiliates, as well as do not include certain eliminations and re-classifications. Accordingly, combining the assets and Claims set forth in the Schedules and Statements of the Debtors would result in amounts that would be substantially different from financial information for Zachry and its respective consolidated subsidiaries.

Book values of assets generally do not reflect the current performance of the assets and may differ materially from the actual value and/or performance of the underlying assets. Additionally, because the book values of assets may materially differ from their fair market values, a number of assets have undetermined values as of May 21, 2024, and are listed accordingly. Furthermore, assets that have been fully depreciated or fully amortized, or were expensed for GAAP accounting purposes, have no net book value and are therefore not included in the Schedules and Statements, or are included with an “undetermined” or “not applicable” value.

4. **Estimates and Assumptions.** The preparation of the Schedules and Statements required the Debtors to make certain estimates and assumptions that affected the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported amounts of revenues and expenses. Actual results could differ materially from these estimates. Further, certain immaterial assets and liabilities may have been excluded from the Schedules and Statements. The Debtors reserve all rights to amend the reported amounts of assets and liabilities to reflect changes in those estimates or assumptions.
5. **Recharacterization.** The Debtors have made reasonable efforts to properly characterize, classify, categorize, or designate certain Claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. However, the Debtors may nevertheless have improperly characterized, classified, categorized, designated, or omitted certain items due to the complexity and size of the Debtors’ businesses. Accordingly, the Debtors reserve their rights to recharacterize, reclassify, recategorize, redesignate, add, or delete items reported in the Schedules and Statements at a later time as is necessary or appropriate.
6. **Liabilities.** The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available the allocation of liabilities between the prepetition and postpetition periods may change. Accordingly, the Debtors reserve all of their rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary or appropriate.

The liabilities listed on the Schedules do not reflect a complete analysis of Claims rights to be treated as an administrative claim under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors reserve all of their rights to dispute or challenge the validity of any asserted administrative Claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor’s Claim.

7. **Excluded Assets and Liabilities.** The Debtors have excluded book values for certain categories of assets and liabilities from the Schedules and Statements, including, without limitation, accrued salaries, employee benefit accruals, tax accruals, and assets with a net book value of zero. For confidentiality reasons, the Debtors have not listed individual customer accounts receivable information or individual retention agreements for

participants in the Debtors' prepetition employee retention programs. However, any payments made to "insiders," as such term is defined in section 101(31) of the Bankruptcy Code, on account of prepetition retention programs are listed in the Schedules and Statements subject to the reservations regarding insider designations below. In addition, certain immaterial assets and liabilities may have been excluded.

8. **Insiders.** For purposes of the Schedules and Statements, the Debtors defined "insiders" as such term is defined in section 101(31) of the Bankruptcy Code. However, parties referenced as "insiders" have been included for informational purposes only and the designation of a party as an "insider" in the Schedules and Statements shall not constitute an admission that such parties are insiders for purposes of section 101(31) of the Bankruptcy Code or that such parties were insiders at the time the applicable payment or transfer listed on the Schedules and Statements was made or incurred. The Debtors have attempted to identify parties who could properly be considered "insiders" at any point during the applicable periods identified in the Schedules and Statements. The Debtors were inclusive in their interpretation of what may constitute an "insider." However, the Debtors do not take any position with respect to: (a) any referenced insider's influence over the control of the Debtors; (b) the management responsibilities or functions of any referenced insider; (c) the decision making or corporate authority of any referenced insider; or (d) whether the Debtors or any referenced insider could successfully argue that such party is not an "insider" under applicable law or with respect to any theories of liability or for any other purpose.
9. **Intellectual Property Rights.** Exclusion of any intellectual property shall not be construed as an admission that such intellectual property rights have been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction.
10. **Umbrella/Master Agreements.** Certain contracts and/or leases listed in the Schedules and Statements may be umbrella or master agreements that cover relationships with some or all of the Debtors across multiple of the Debtors' projects. Where relevant, such agreements have been listed in the Schedules and Statements of the Debtor entity that signed the original umbrella or master agreement. Other Debtors, however, may be liable together with such Debtor on account of such agreements and the Debtors reserve all rights to amend the Schedules and Statements to reflect changes regarding the liability of the Debtors with respect to such agreements, if appropriate. None of these umbrella or master agreements listed in the Schedules and Statements reflect any decision by the Debtors as to whether or not such agreements are executory in nature. The Debtors expressly reserve their rights to challenge whether any such umbrella or master agreement and respective sub-agreements under such umbrella or master agreements (i.e., purchase orders) constitute an executory contract, a single or integrated contract or agreement, multiple contracts or agreements, or severable or separate contracts or agreements.
11. **Executory Contracts.** Although efforts have been made to accurately reflect each Debtor's executory contracts in the Schedules and Statements, inadvertent errors or omission may have occurred. Certain information, such as the contact information of the

counterparty, may not be included where such information could not be obtained using reasonable efforts. Listing a contract or agreement in the Schedules and Statements does not constitute an admission that such contract or agreement (a) is an executory contract, (b) was in effect on the Petition Date, (c) is valid or enforceable, or (d) is a single integrated agreement or made up of multiple several agreements. The Debtors do not make, and specifically disclaim, any representation or warranty as to the completeness or accuracy of the information set forth on Schedule G.

Although the Debtors made diligent attempts to attribute each executory contract to the correct Debtor, the Debtors may have inadvertently failed to do so. Certain confidentiality and non-compete agreements may not be listed on Schedule G. The contracts and agreements listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments and other documents that may not be listed despite the Debtors' use of reasonable efforts to identify such documents. Certain of the contracts and agreements listed on Schedule G may also consist of several parts, including purchase orders, letters, and other documents that may not be listed on Schedule G or that may be listed as a single entry. Unless otherwise specified on Schedule G, each executory contract listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, purchase orders, statements of work, requests for service, or other agreements made directly or indirectly. Certain purchase orders issued without a governing Master Service Agreement, Purchase Order Terms and Conditions document, or any similar agreement or document otherwise, may be inadvertently omitted on Schedule G despite the Debtors' use of reasonable efforts to identify such contracts. The Debtors expressly reserve their rights to challenge whether such related materials constitute an executory contract, a single or integrated contract or agreement, multiple contracts or agreements, or severable or separate contracts or agreements.

The Debtors expressly reserve their rights, Claims, and causes of actions with respect to the executory contracts, including the right to dispute or challenge the characterization of any agreement on Schedule G as executory.

12. **Guarantees and Other Secondary Liability Claims.** The Debtors have made reasonable efforts to locate and identify guarantees and other secondary liability Claims (collectively, the "**Guarantees**") in the executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements to which any Debtor is a party. Where Guarantees have been identified, they have been included in the relevant Schedule for the Debtor or Debtors affected by such Guarantees. The Debtors have placed the Guarantees on Schedule H for both the primary obligor and the guarantor of the relevant obligation. It is possible that certain Guarantees embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements may have been inadvertently omitted. Additionally, failure to list any Guarantees in the Schedules and Statements, including in any future amendments to the Schedules and Statements, shall not affect the enforceability of any Guarantees not listed.

13. **Duplication.** Certain of the Debtors' assets, liabilities, and prepetition payments may properly be disclosed in multiple parts of the Statements and Schedules. To the extent these disclosures would be duplicative, the Debtors have determined to only list such assets, liabilities, and prepetition payments once.
14. **Classifications.** Listing (a) a Claim on Schedule D as "secured," (b) a Claim on Schedule E/F as "priority," (c) a Claim on Schedule E/F as "unsecured," or (d) a contract on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors that such claim is entitled to priority treatment, including under sections 503 and/or 507 of the Bankruptcy Code or a waiver of the Debtors' rights to re-characterize or reclassify such Claims or contracts or to setoff such Claims. For the avoidance of doubt, the Debtors reserve all rights to dispute the amount and/or the priority status of any claim on any basis at any time.
15. **Claims Description.** Schedules D and E/F permit each of the Debtors to designate a Claim as "disputed," "contingent," and/or "unliquidated." Any failure to designate a Claim on a given Debtor's Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by that Debtor that such amount is not "disputed," "contingent," or "unliquidated," or that such Claim is not subject to objection. The Debtors reserve all of their rights to dispute, or assert offsets or defenses to, any Claim reflected on their respective Schedules and Statements on any grounds, including liability or Classification.
16. **Causes of Action.** Despite their commercially reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third-parties as assets in the Schedules and Statements, including, without limitation, causes of actions arising under chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. The Debtors reserve all of their rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross claim, counterclaim, or recoupment and any Claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (collectively, "**Causes of Action**") they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any Claims or Causes of Action or in any way prejudice or impair the assertion of such Claims or Causes of Action.
17. **Summary of Significant Reporting Policies.** The following is a summary of significant reporting policies:
 - **Undetermined Amounts.** The description of an amount as "unknown," "TBD," or "undetermined" is not intended to reflect upon the materiality of such amount.

- Totals. All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.
 - Paid Claims. The Debtors were authorized to pay certain outstanding prepetition Claims pursuant to various orders entered by the Court. To the extent the Debtors pay or have paid any of the Claims listed in the Schedules and Statements pursuant to any orders entered by the Court, the Debtors reserve all of their rights to amend or supplement the Schedules and Statements or take other action as is necessary or appropriate to avoid over-payment of or duplicate payments for any such liabilities, including seeking satisfaction of such claims without further amendment to the Schedules and Statements.
 - Liens. Property and equipment listed in the Schedules and Statements is presented without consideration of any liens that may attach (or have attached) to such property and equipment.
18. **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.
19. **Intercompany Payables and Receivables.** The Debtors engage in certain intercompany transactions with other Debtor and non-Debtor affiliates. Intercompany receivable account balances are shown in Schedule A/B and intercompany liabilities are shown in Schedule E/F. Intercompany claims are generally reflected as receivables and payables in each Debtor's general ledger. Intercompany transactions are generally not settled by actual transfers of cash, but instead are reconciled and cleared monthly on a consolidated basis on the applicable Debtor's balance sheet.
20. **Inventories, Property, and Equipment.** Inventories consist of tools, materials and supplies. These inventories are listed at net book value. Inventories, property, and equipment are recorded at cost or at fair value at the date of acquisition in the case of certain previously acquired businesses. All inventories, property, and equipment are presented without consideration of any statutory or consensual liens.
21. **Other Leases.** The Debtors lease offices, equipment and facilities under certain lease agreements. These equipment and facilities leases are reported on Schedule G of each applicable Debtor.
22. **Effect of "First Day" Orders.** The Court has authorized the Debtors to pay various outstanding prepetition Claims including certain payments to employees, critical vendors, and taxing authorities. Where the Schedules and Statements list creditors and set forth the Debtors' scheduled amount of such Claims, such scheduled amounts are intended to reflect amounts owed as of the Petition Date, adjusted for any postpetition payments made on account of such Claims pursuant to the authority granted to the Debtors by the Court as of May 21, 2024. To the extent any further adjustments are necessary to account for any additional Court-authorized postpetition payments, such adjustments have not been

included in the Schedules and Statements unless otherwise noted on the applicable Schedule or Statement. Estimates of Claims set forth in the Schedules and Statements may not reflect assertions by the Debtors' creditors of a right to have such Claims paid or reclassified under the Bankruptcy Code or orders of the Court.

23. **Setoffs.** The Debtors periodically setoff certain obligations in the ordinary course of business. Such ordinary course setoffs can result from various items including, but not limited to, intercompany transactions, pricing discrepancies, returns, warranties, refunds, negotiations and/or disputes between Debtors and their customers regarding regulatory or governmental impositions costs incurred by Debtors, and other disputes between the Debtors and their customers and/or suppliers. These normal setoffs are consistent with the ordinary course of business in the Debtors' industry and can be particularly voluminous, making it unduly burdensome and costly for the Debtors to list such ordinary course setoffs. Therefore, although such setoffs and other similar rights may have been accounted for when scheduling certain amounts, these ordinary course setoffs are not independently accounted for, and as such, are or may be excluded from the Debtors' Schedules and Statements.
24. **Confidentiality.** There are instances within the Schedules and Statements where names, addresses, or amounts have been left blank. Due to the nature of an agreement between the Debtors and a third party, concerns of confidentiality, or concerns for the privacy of an individual, the Debtors may have deemed it appropriate and necessary to avoid listing such names, addresses, and amounts.

SPECIFIC DISCLOSURES WITH RESPECT TO THE DEBTORS' SCHEDULES

Schedules Summary. The Schedules do not purport to represent financial statements prepared in accordance with GAAP, nor are they intended to be fully reconciled with the Debtors' financial statements. Additionally, the Schedules contain unaudited information that is subject to further review and potential adjustment and reflect the Debtors' commercially reasonable efforts to report the assets and liabilities of each Debtor on an unconsolidated basis. Given, among other things, the uncertainty surrounding the collection and ownership of certain assets and the valuation and nature of certain liabilities, to the extent that a Debtor's Schedules or Statements show more assets than liabilities, it shall not constitute an admission that such applicable Debtor was solvent as of the Petition Date or at any time before the Petition Date. Likewise, to the extent a Debtor's Schedules and Statements show more liabilities than assets, it shall not constitute an admission that such applicable Debtor was insolvent as of the Petition Date or at any time before the Petition Date.

Claims of Third-Party Related Entities. Although the Debtors have made every effort to properly classify each Claim listed in the Schedules as being either disputed or undisputed, liquidated or unliquidated, and contingent or noncontingent, the Debtors have not been able to fully reconcile all payments made to certain third parties and their related entities on account of the Debtors' obligations to both such entity and its affiliates. Therefore, to the extent that the Debtors have classified their estimate of Claims of a creditor as disputed, all Claims of such creditor's affiliates listed in the Schedules and Statements shall similarly be considered as disputed, whether or not they are designated as such.

Schedule A/B, Parts 1– Cash and Cash Equivalents. The amounts represented in Schedule A/B, Part 1, Question 1 are as of the Petition Date.

Amount presented in Schedule A/B Part 1 exclude certain accounts related to the Debtors’ joint ventures (“**JV Accounts**”). The Debtors have an interest in the JV Accounts but do not maintain unilateral control over the funds deposited in them.

The Debtors’ failure to list any rights in real property on Schedule A/B should not be construed as a waiver of any such rights that may exist, whether known or unknown at this time.

Schedule A/B, Part 2 – Deposits and Prepayments. The Bankruptcy Court, pursuant to the *Order (I) Determining Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utilities from Discontinuing Service, (III) Establishing Procedures for Determining Adequate Assurance of Payment, and (IV) Granting Related Relief* [Docket No. 80], authorized the Debtors to provide adequate assurance of payment for future utility services. In addition, certain retainers or deposits reflect payments to professionals made by a certain Debtor entity, but may be subject to applicable allocation amongst the Debtors.

Certain reported prepaid or amortized assets are listed in accordance with the Debtors’ books and records. The amounts listed in Part 2 do not necessarily reflect assets the Debtors will be able to monetize. The amounts listed in Part 2 include, among other things, leases, temporary worker expenses, and other prepaid expenses.

In the ordinary course of the Debtors’ business, the Company prepays various items including insurance, software licenses, prepaid cards, etc. The various prepayments have been listed by the party holding the prepaid deposit or have been grouped to represent similar prepaid amounts. The prepaid balance generally represents the unamortized or remaining balance related to a contract or asset.

Schedule A/B, Part 3 – Accounts Receivable. Amounts listed are as of the Petition Date for the corresponding Debtor. The Debtors’ accounts receivable balance includes trade receivables, related party receivables, accrued receivables, retainage and other miscellaneous receivables all generated in the ordinary course of the Debtors’ business.

Schedule A/B, Part 4 – Investments.

The Debtors offer a supplemental non-qualified deferred compensation plan providing tax deferred income for certain employees (the “**Deferred Compensation Plan**”). For purposes of the Schedules, the Debtors have listed the value of investments historically related to funding of the Deferred Compensation Plan.

In the ordinary course of business, the Debtors maintain a defined contribution plan for the benefit of all eligible employees meeting the requirements of sections 401(a) and 401(k) of the Internal Revenue Code (the “**401(k) Plan**”). The Debtors remit certain withholdings from employees’ wages to the 401(k) Plan’s trustee and the contributions may be placed in a mix of investments,

including mutual funds. Because the Debtors have no ownership interest in the funds held in the 401(k) Plan these funds are not included in response to Part 4, question 14.

Ownership interests in subsidiaries, partnerships, and joint ventures have been listed in Schedule A/B, Part 4 with undetermined amounts because the fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from their net book value.

For purposes of the Schedules, the Debtors have listed the value of such ownership interests as undetermined because the fair market value of such stock or interests is dependent on numerous variables and factors and may differ significantly from the net book value.

Schedule A/B, Part 5 – Inventory, Excluding Agricultural Assets. The Debtors’ inventories consist of materials and supplies. These inventories are listed at net book value. On a monthly basis the Debtors perform informal inventories through intercompany billings and performs a physical inventory count. Each location having possession of the Debtors assets is provided a monthly invoice for the assets assigned to that location.

The Debtors are in possession of properties from certain vendors that may constitute consigned inventory. Such properties are not listed in Part 5, Question 21. For the avoidance of doubt, nothing in Part 5, Question 21 or in these Global Notes or the Statements shall constitute an admission or waiver with respect to the inventory’s status as consigned inventory or the legitimacy of any alleged lien rights asserted by any vendors with respect to the same.

In the ordinary course of business, the Debtors classify certain tools owned by third parties as inventory. The Debtors do not own such tools however, the Debtors have included these tools in its answer to Part 5, question 22.

In the ordinary course of business, the Debtors maintain records of all inventories purchased as of the date received (“**Receipt Date**”). For certain inventory, the Receipt Date reflects the date that the Debtors internally processed the delivery of the inventory, which may vary from the date the inventory is received. The Debtors have included all inventory responsive to Part 5, Question 25 using the Receipt Date as reflected in the Debtors’ systems. To determine the actual date received for all the inventory would be unduly burdensome and cost prohibitive.

Schedule A/B, Part 6 – Farming and Fishing-Related Assets. While the Debtors’ primary operations relate to the turnkey engineering, construction, maintenance, turnaround, and fabrication services, the Debtors maintain an interest in and own certain ancillary assets on a hunting property. For purposes of this schedule, the Debtors have presented all assets held at the Ojo de Agua hunting lease.

Schedule A/B, Part 7 – Office Furniture, Fixtures, and Equipment; and Collectibles. Dollar amounts are presented net of accumulated depreciation and other adjustments.

Collectibles are grouped into a single line-item containing the various sculptures and artwork owned by the Debtors.

Schedule A/B, Part 8 – Machinery, Equipment, and Vehicles. For those Debtors that own machinery, equipment and vehicles, dollar amounts are presented net of accumulated depreciation and other adjustments.

The Debtors own and lease various types of machinery, equipment, and vehicles that have been labeled as such. Both owned machinery, equipment, and vehicles as well as leased machinery, equipment, and vehicles accounted for as operating leases are included in the Schedules. Each owned or leased item is listed individually with identifying information, including internally generated asset identification number, description, and year (where applicable). Other machinery and equipment and tools/supplies have been grouped as “Other Machinery, Fixtures, and Equipment” and mats are grouped as a separate item as designated in the Debtors’ accounting system.

The Debtors lease equipment and facilities under various operating and capital lease agreements, the latter of which the Debtors have very few. These equipment leases are reported on Schedule A/B and Schedule G of each applicable Debtor.

Schedule A/B, Part 9 – Real Property. Real property (either leased or leasehold interests) is recorded at cost and depreciated (as appropriate) on a straight-line basis over the estimated useful lives of the assets.

For any Debtors that own real property or buildings and leasehold improvements, they are reported, except where otherwise noted, at net book value. The Debtors may have listed certain assets as real property when such assets are in fact personal property, or the Debtors may have listed certain assets as personal property when such assets are in fact real property. The Debtors reserve all of their rights to recategorize and/or recharacterize such asset holdings to the extent the Debtors determine that such holdings were improperly listed. Buildings and land improvements are listed on Schedule A/B, Part 9, independent of whether the real property to which the building or land improvement is connected is Debtor-owned property.

In addition, certain of the instruments reflected on Schedule A/B, Part 9 may contain renewal options, guarantees of payments, options to purchase, rights of first refusal, rights to lease additional lands, and other miscellaneous rights. Such rights, powers, duties, and obligations are not separately set forth on Schedule A/B, Part 9. The Debtors hereby expressly reserve the right to assert that any instrument listed on Schedule A/B, Part 9 is an executory contract within the meaning of section 365 of the Bankruptcy Code.

Schedule A/B, Part 10 – Intangibles and Intellectual Property. The Debtors review goodwill and other intangible assets having indefinite lives for impairment annually or when events or changes in circumstances indicate the carrying value of these assets might exceed their current fair values. The Debtors report intellectual property assets as undetermined value whenever applicable. For purposes of the Schedules, the Debtors have listed intangible assets and intellectual property only at entities for which these assets are recorded on their books. The exclusion of listing similar assets at additional Debtors should not be construed as an admission that other Debtors do not possess similar assets

Customer relationships include customer lists, mailing lists, and other compilations. Trade names include patents, copyrights, trademarks, and trade secrets. The Debtors do not have a recent available valuation of such intangibles and intellectual property and accordingly have listed the value of these items as undetermined or at their net book value in the Schedules.

Schedule A/B, Part 11 – All Other Assets. In the ordinary course of their businesses, the Debtors may have accrued, or may subsequently accrue, certain rights to counter-claims, cross-claims, setoffs, credits, rebates, or refunds with their customers and suppliers, or potential warranty claims against their suppliers. Additionally, certain of the Debtors may be party to pending litigation in which such Debtor has asserted, or may assert, Claims as a plaintiff or counter-claims and/or cross-claims as defendant.

Schedule D – Creditors Who Have Claims Secured by Property. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of liens. Detailed descriptions of the Debtors' prepetition debt structure and descriptions of collateral relating to the debt contained on Schedule D are contained in the *Declaration of Mohsin Y. Meghji In Support of Debtors' Petition and Requests for First Day Relief* [Docket No. 7] (the "**First Day Declaration**"). Certain of the Debtors are guarantors to the secured loans and letters of credit.

The Debtors have made every effort to identify the liens filed against the Debtors' assets, and/or related to any of its projects. However, given the turnover, the size of the business, and the tremendous use of subcontractors, some liens may have been inadvertently omitted. Further, the Debtors are reviewing whether such purported liens have been properly perfected and the Debtors' reserve any and all rights to dispute the validity, perfection, and amount of such liens included in Schedule D.

Except as otherwise agreed pursuant to a stipulation, agreed order, or other order entered by the Court, the Debtors reserve their right to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D of any Debtor. In certain circumstances, a Debtor may be a co-obligor or guarantor with respect to the scheduled Claims of other Debtors, and no Claim set forth on Schedule D of any Debtor is intended to acknowledge Claims of creditors that are otherwise satisfied or discharged by other entities. The descriptions provided on Schedule D are intended only as a summary. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of any liens. Nothing in Schedule D and/or the Global Notes shall be deemed a modification or interpretation of the terms of such agreements.

Except as specifically stated herein, parties that may hold security deposits have not been listed on Schedule D. The Debtors reserve all of their rights, Claims and Causes of Action with respect to Claims associated with any contracts and agreements listed on Schedule D or Schedule G, including the right to dispute or challenge the characterization or the structure of any transaction, document or instrument (including any intercompany agreement) related to a creditor's Claim.

Nothing herein shall be construed as an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors' right to recharacterize or reclassify such Claim or contract.

The Debtors have not included parties that may assert such Claims are secured through setoff rights or inchoate statutory lien rights on Schedule D.

Schedule E/F, Part 1 – Creditors with Priority Unsecured Claims.

Except as discussed herein, the Debtors have not listed on Schedule E/F any wage or wage-related obligations which the Debtors have been granted authority to pay pursuant to the *Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) to Continue Employee Benefits Programs and (II) Granting Related Relief* [Docket No. 56] (“**Wage Order**”).

Certain employees of the Debtors are guaranteed payment for accrued and unused paid time off (“**PTO**”) if they are terminated or resign from the Debtors. Other employees are not paid for accrued and unused PTO upon termination or resignation from the Debtors. Under the Wage Order, the Debtors are authorized to pay outstanding PTO upon termination of an employee to the extent required by applicable non-bankruptcy law. The Debtors estimate that the value of the total claims associated with accrued PTO pursuant is approximately \$10 million as of the Petition Date, which is subject to change. Out of abundance of caution, without limiting in anyway their rights under the Wage Order, the Debtors have listed in Schedule F the prepetition accrued PTO in excess of the statutory cap set forth in section 507(a)(4) of the Bankruptcy Code.

Pursuant to the *Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief* [Docket No. 48] (the “**Taxes Order**”), the Debtors have been granted the authority to pay certain tax liabilities that accrued prepetition. Accordingly, any priority unsecured Claim based upon prepetition tax accruals that have been paid pursuant to the Taxes Order are not listed on Schedule E/F. Certain of the tax Claims may be subject to on-going audits, and the Debtors are otherwise unable to determine with certainty the amount of many, if not all, of the tax Claims listed on Schedule E/F. Therefore, the Debtors have listed certain of these Claims as undetermined in amount, pending final resolution of on-going audits or outstanding issues. In addition, there may be other numerous contingent, unliquidated Claims from state taxing authorities, not all of which are listed.

The beneficiaries of the Debtors' Deferred Compensation Plan have been included in response to Schedule E/F Part 1. The Debtors have redacted the personal information of such individuals due to concerns for the confidentiality and privacy of the individuals.

The listing of a Claim on Schedule E/F, Part 1, does not constitute an admission by the Debtors that such Claim or any portion thereof is entitled to priority status.

Schedule E/F, Part 2 – Creditors with Non-Priority Unsecured Claims. The Debtors have made reasonable efforts to report all general unsecured Claims against the Debtors on Schedule E/F, Part 2 based upon the Debtors' existing books and records. The Claims of individual creditors for other things, products, goods, or services are listed as either the lower of the amounts invoiced

by the creditor or the amounts entered on the Debtors' books and records, and may not reflect credits or allowances due from such creditors to the Debtors. The Debtors reserve all rights with respect to any such credits and allowances including the right to assert Claims, objections and/or setoffs. The Claims listed on Schedule E/F, Part 2, arose or were incurred on various dates. In certain instances, the date on which a Claim arose is an open issue of fact. While reasonable efforts have been made, determining the date upon which each Claim in Schedule E/F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors do not list a date for every Claim listed on Schedule E/F.

Schedule E/F contains information regarding pending litigation involving the Debtors. In certain instances, the Debtor that is subject of the litigation is uncertain or undetermined. Where the named defendant is "Zachry Holdings, Inc." plus "et al.," the Debtors have listed such Claim on Schedule E/F of Zachry. However, to the extent that litigation involving a particular Debtor has been identified, information regarding that litigation is contained in Schedule E/F for that Debtor. The amounts for these potential Claims are listed as "undetermined" and are marked as contingent, unliquidated, and disputed in the Schedules and Statements.

Schedule G – Executory Contracts and Unexpired Leases. The businesses of the Debtors are complex. Although the Debtors' existing books, records, financial systems, and contracts management systems have been relied upon to identify and schedule executory contracts for each of the Debtors and commercially reasonable efforts have been made to ensure the accuracy of Schedule G, inadvertent errors, omissions, or overinclusion may have occurred. The Debtors reserve all of their rights to dispute the validity, status or enforceability of any contracts, agreements, or leases set forth on Schedule G and to amend or supplement such Schedule, as necessary. The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppels, certificates, letters, memoranda and other documents, instruments and agreements that may not be listed on Schedule G, despite the Debtors' use of reasonable efforts to identify such documents. In some cases, the same supplier or provider appears multiple times on Schedule G. This multiple listing is intended to reflect distinct agreements between the applicable Debtor and such supplier or provider. Certain of the real property leases listed on Schedule G may contain renewal options, guarantees of payments, options to purchase, rights of first refusal, rights to lease additional space and other miscellaneous rights. Such rights, powers, duties and obligations are not separately set forth on Schedule G. The presence of a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease.

In addition, the Debtors may have entered into various other types of agreements in the ordinary course of business, such as subordination, supplemental agreements, amendments/letter agreements, title agreements, and confidentiality agreements. Such documents may not be set forth on Schedule G. Certain of the contracts, agreements and leases listed on Schedule G may have been entered into by more than one of the Debtors. Further, the specific Debtor obligor to certain of the executory contracts could not be specifically ascertained in every circumstance. In such cases, the Debtors made their best efforts to determine the correct Debtors' Schedule G on which to list such executory contract or unexpired lease. Certain of the executory contracts may not have been memorialized and could be subject to dispute. Each unexpired lease listed in

Schedule G may include one or more ancillary documents, including but not limited to any underlying assignment and assumption agreements, amendments, supplements, full and partial assignments, renewals and partial releases.

While reasonable efforts have been made to ensure the accuracy of Schedule G, inadvertent errors or omissions may have occurred. Additionally, some relationships between the Debtors and certain counterparties are governed by a master services agreement, under which such counterparties also place work and purchase orders, which may be considered executory contracts. Disclosure of these purchase and work orders, however, is impracticable and unduly burdensome. Accordingly, to the extent the Debtors have determined to disclose non-confidential master services agreements in Schedule G, purchase and work orders placed thereunder have been omitted.

Schedule H – Co-Debtors. Although the Debtors have made every effort to ensure the accuracy of Schedule H, inadvertent errors, omissions, or inclusions may have occurred. The Debtors hereby reserve all rights to dispute the validity, status, and enforceability of any obligations set forth on Schedule H and to further amend or supplement such Schedule as necessary.

The Debtors further reserve all rights, claims, and causes of action with respect to the obligations listed on Schedule H, including the right to dispute or challenge the characterization or the structure of any transaction, document, or instrument related to a creditor's claim. The listing of a contract, guarantee, or other obligation on Schedule H shall not be deemed an admission that such obligation is binding, valid, or enforceable.

In the ordinary course of their business, the Debtors may be involved in pending or threatened litigation and Claims arising out of certain ordinary business transactions. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross Claims and counter-claims against other parties. Due to the volume of such Claims, and because all such Claims are contingent, unliquidated, and disputed, and listed elsewhere in the Schedules and Statements, such Claims have not been set forth individually on Schedule H.

Schedule H reflects Guarantees, if any, by various Debtors of obligations of related affiliates, or co-borrowings by various Debtors. The Debtors have made every effort to, but inadvertently may not have identified certain Guarantees that are embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and other such agreements. Certain of the Guarantees reflected on Schedule H, if any, may have expired or no longer be enforceable. Thus, the Debtors reserve their rights to amend Schedule H to the extent that additional Guarantees are identified or such Guarantees are discovered to have expired or are unenforceable, or to contest the validity or enforceability of the Guarantees in another filing.

SPECIFIC DISCLOSURES WITH RESPECT TO THE DEBTORS' STATEMENTS

Statements, Part 1, Question 1 – Gross Revenue From Business. The amount shown for year-to-date 2024 includes revenue from business for the period of January 1, 2024 to May 20, 2024.

Statements, Part 1, Question 2 – Non-Business Revenue. The amount shown for year-to-date 2024 includes non-business revenue for the period of January 1, 2024 to May 20, 2024, which

consists primarily of interest revenue from now-closed bank accounts. YTD Revenue is derived from the Debtors' unaudited Statements of Operations as of May 31, 2024 and are pro-rated to reflect the period of May 1, 2024 through May 20, 2024.

Statements, Part 2, Question 3 – Payments and Transfers to Certain Creditors Within 90 Days. The Debtors have made reasonable efforts to identify all disbursements made in the 90 days prepetition. Due to the complex nature of the Debtors' cash management system and system reporting limitation, the listed 90-day payments may not constitute an exhaustive list.

Payments to the Debtors' bankruptcy professionals for work related to the bankruptcy, debt consolidation or restructuring, payments to potential insiders, and payments on account of intercompany transactions are not included in the payments to creditors. Payments to the aforementioned parties are included in the following locations within the Statements: bankruptcy professionals (Statement 11), potential insiders (Statement 4), and intercompany transactions (Statement 4). The listing of any individual or entity as an insider does not constitute an admission or determination that any such individual is or is not an insider.

The dates set forth in the "Dates" column relate to one of the following: (a) the date of a wire transfer; (b) the date of an "ACH" payment; or (c) the check date. Disbursements made on account of multiple invoices may be reflected as a single payment.

Statements, Part 2, Question 4 – Payments to Insiders.

The Debtors' listing of individuals as "insiders" is subject to the methodology and reservations of rights described in paragraph 8 hereof. In the interest of disclosure, the Debtors have listed all payments during the applicable period to parties that may have qualified as an insider at any point during such period. Disclosed payments include payments to parties that may not have been an "insider" at the time of the payment because such party was subsequently terminated or otherwise ceased to be an insider, and, accordingly may not be considered an "insider" at the time certain of the listed payments were made.

Statements, Part 2, Question 5 – Repossessions, Foreclosures and Returns. The Debtors routinely return damaged, unsatisfactory or out-of-specification raw materials and other goods to vendors in the ordinary course of business. These ordinary course returns have not been listed in Statements Part 2, Question 5.

Statements, Part 2, Question 6 – Setoffs. For a discussion of setoffs incurred by the Debtors, refer to paragraph 23 of these Global Notes.

Statements, Part 3, Question 7 – Legal Actions or Assignments. The Debtors are party to certain pending litigation matters that the Debtors believed may have potential recoveries. The actual value of such litigation matters is contingent on their outcome. The Debtors routinely participate in administrative actions and appeals with state agencies in the ordinary course of their business and have identified those administrative actions that were pending within one year of the Petition Date.

Statements, Part 4, Question 9 – Certain Gifts and Charitable Contributions. The Debtors at their discretion may periodically match employees' donations to various charities. From January 1, 2024 to the Petition Date, the Debtors have not made any such matching donations.

Statements, Part 5, Question 10 – All Losses from Fire, Theft, or Other Casualty Within 1 Year Before Filing This Case. The Debtors have experienced losses of small hand tools and similar items due to, amongst other things, theft over the past year. However, these losses have not been reported or pursued through insurance claims, as they did not exceed the deductible amount of \$5,000 for hand tools.

Statements, Part 11, Question 21 – Property Held for Another. The Debtors are in possession of inventory from certain vendors that may constitute consigned inventory. For the avoidance of doubt, nothing in Part 5, Question 21 or in these Global Notes or the Statements shall constitute an admission or waiver with respect to the inventory's status as consigned inventory or the legitimacy of any alleged lien rights asserted by any vendors with respect to the same.

The Debtors withhold or retain certain funds from employees for payment to certain governmental authorities. These funds are held in trust for turnover to the applicable governmental authority. Given that the Debtors do not retain control of such funds and such funds are not considered property of the Debtors' estate, amounts of such funds have not been listed under Part 11 of the Statements.

The Debtors have on-site vending machines containing tools and parts owned by third-parties that workers can purchase during work. These items have not been included in the Statements.

The entries shown for JVIC Fabrication represent items that have been bought and supplied by customers and sent to the JVIC Fabrication facility for use in fabrication services for those customers.

Statements, Part 12, Questions 22-24 – Details about Environmental Information. Certain Debtors have, in the last ten years, reported releases of material to the relevant government agencies. The Debtors do not believe the releases are significant or include hazardous material, as applicable. The inclusion of the releases in response to Part 12, Question 24 does not constitute an admission of liability by the Debtor or that the material released constitutes hazardous material under applicable environmental law.

Statements, Part 13, Question 25 – Other Businesses in Which the Debtor Has or Has Had an Interest. The Debtors underwent a corporate reorganization in 2021. The interests shown in response to Question 25 reflect the current organizational structure post-reorganization.

Statements, Part 13, Question 26 – Books, Records and Financial Statements. In the ordinary course, the Debtors provide certain parties, such as banks, auditors, potential investors, vendors, and financial advisors with certain financial reporting, the Debtors do not maintain complete records of all parties that requested or obtained copies of any of financial reporting or complete lists to track such disclosures. As such, the Debtors are unable to and have not listed all these parties in response to Part 13, Question 26 of the Statements.

Statements, Part 13, Question 27 –Any Inventories of the Debtor’s Property Been Taken Within 2 Years Before Filing This Case. In addition to annual or ordinary course inventories included in question 27, on a monthly basis, the Debtors perform informal inventories through intercompany billings and performs a physical inventory count. Each location having possession of the Debtors assets is provided a monthly invoice for the assets assigned to that location.

Statements, Part 13, Question 28 and 29 – Debtors’ Officers and Directors. While the Debtors have made reasonable efforts to list all current and former officers, directors and beneficial owners, and their interest in the applicable Debtor, for each Debtor in response to questions 28 and 29, some may have inadvertently been omitted.

Statements, Part 13, Question 30 – Payments, Distributions or Withdrawals to Insiders. The response to Part 13, Question 30 of the Statements incorporates by reference items listed in the responses to Part 2, Question 4 of the Statements.

Fill in this information to identify the case:

Debtor Name: In re : Zachry Engineering Corporation
 United States Bankruptcy Court for the: Southern District of Texas
 Case number (if known): 24-90379 (MI)

☐ Check if this is an amended filing

Official Form 206Sum**Summary of Assets and Liabilities for Non-Individuals****12/15****Part 1: Summary of Assets****1. Schedule A/B: Assets—Real and Personal Property** (Official Form 206A/B)**1a. Real property:**Copy line 88 from *Schedule A/B*

\$ 4,923,228.46

1b. Total personal property:Copy line 91A from *Schedule A/B*

\$ 99,571,377.03

1c. Total of all property:Copy line 92 from *Schedule A/B*

\$ 104,494,605.49

Part 2: Summary of Liabilities**2. Schedule D: Creditors Who Have Claims Secured by Property** (Official Form 206D)Copy the total dollar amount listed in Column A, *Amount of claim*, from line 3 of *Schedule D*

\$ 282,371,252.61

3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)**3a. Total claim amounts of priority unsecured claims:**Copy the total claims from Part 1 from line 5a of *Schedule E/F*

\$ 0.00

3b. Total amount of claims of nonpriority amount of unsecured claims:Copy the total of the amount of claims from Part 2 from line 5b of *Schedule E/F*

+ \$ 29,412,052.44

4. Total liabilities

Lines 2 + 3a + 3b

\$ 311,783,305.05

Fill in this information to identify the case:

Debtor Name: In re : Zachry Engineering Corporation
 United States Bankruptcy Court for the: Southern District of Texas
 Case number (if known): 24-90379 (MI)

☐ Check if this is an amended filing

Official Form 206A/B**Schedule A/B: Assets - Real and Personal Property**

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents**1. Does the debtor have any cash or cash equivalents?**

- ☐ No. Go to Part 2.
☒ Yes. Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor**Current value of debtor's interest****2. Cash on hand**

2.1 None \$

3. Checking, savings, money market, or financial brokerage accounts (Identify all)

Name of institution (bank or brokerage firm) Type of account Last 4 digits of account number

3.1 See Schedule A/B 3 Attachment \$ 4,761,432.15

4. Other cash equivalents (Identify all)

4.1 None \$

5. Total of Part 1

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

\$ 4,761,432.15

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Debtor: Zachry Engineering Corporation
Name

Case number (if known): 24-90379

Part 2: Deposits and prepayments**6. Does the debtor have any deposits or prepayments?**

- ☐ No. Go to Part 3.
☒ Yes. Fill in the information below.

Current value of debtor's interest

7. Deposits, including security deposits and utility deposits

Description, including name of holder of deposit

7.1 See Schedule A/B 7 Attachment

\$ 33,709.00

8. Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent

Description, including name of holder of prepayment

8.1 None

\$

9. Total of Part 2.

Add lines 7 through 8. Copy the total to line 81.

\$ 33,709.00

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 3: Accounts receivable**10. Does the debtor have any accounts receivable?**

- ☐ No. Go to Part 4.
- ☒ Yes. Fill in the information below.

Current value of debtor's
interest**11. Accounts receivable**

	Description	face amount	doubtful or uncollectible accounts		
11a. 90 days old or less:	Accounts Receivable	\$ 23,968,326.16	- \$ 96,151.36	=..... →	\$ 23,872,174.80
11b. Over 90 days old:	Accounts Receivable	\$ 1,268,144.08	- \$ 375,387.18	=..... →	\$ 892,756.90

12. Total of Part 3.

Current value on lines 11a + 11b = line 12. Copy the total to line 82.

\$ 24,764,931.70

Case 24-90377 Document 513 Filed in TXSB on 07/16/24 Page 25 of 62

Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 4: Investments

13. Does the debtor own any investments?

- ☐ No. Go to Part 5.
- ☒ Yes. Fill in the information below.

Valuation method used
for current value

Current value of debtor's interest

14. Mutual funds or publicly traded stocks not included in Part 1

Name of fund or stock:

14.1 None \$

15. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture

Name of entity:

% of ownership:

15.1 See Schedule A/B 15 Attachment Undetermined \$ Undetermined

16. Government bonds, corporate bonds, and other negotiable and non-negotiable instruments not included in Part 1

Describe:

16.1 None \$

17. Total of Part 4.

Add lines 14 through 16. Copy the total to line 83.

\$ 0.00

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 5: Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

- ☒ No. Go to Part 6.
☐ Yes. Fill in the information below.

General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19. Raw materials		\$		\$
20. Work in progress		\$		\$
21. Finished goods, including goods held for resale		\$		\$
22. Other inventory or supplies		\$		\$

23. Total of Part 5.

Add lines 19 through 22. Copy the total to line 84.

\$ 0.00

24. Is any of the property listed in Part 5 perishable?

- ☐ No
☐ Yes

25. Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed?

- ☐ No
☐ Yes. Description _____ Book value \$ _____ Valuation method _____ Current value \$ _____

26. Has any of the property listed in Part 5 been appraised by a professional within the last year?

- ☐ No
☐ Yes

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

- ☒ No. Go to Part 7.
- ☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
28. Crops—either planted or harvested	\$ _____		\$ _____
29. Farm animals <i>Examples:</i> Livestock, poultry, farm-raised fish	\$ _____		\$ _____
30. Farm machinery and equipment (Other than titled motor vehicles)	\$ _____		\$ _____
31. Farm and fishing supplies, chemicals, and feed	\$ _____		\$ _____
32. Other farming and fishing-related property not already listed in Part 6	\$ _____		\$ _____
33. Total of Part 6. Add lines 28 through 32. Copy the total to line 85.			\$ _____ 0.00

34. Is the debtor a member of an agricultural cooperative?

- ☐ No
- ☐ Yes. Is any of the debtor's property stored at the cooperative?
- ☐ No
- ☐ Yes

35. Has any of the property listed in Part 6 been purchased within 20 days before the bankruptcy was filed?

- ☐ No
- ☐ Yes. Description _____ Book value \$ _____ Valuation method _____ Current value \$ _____

36. Is a depreciation schedule available for any of the property listed in Part 6?

- ☐ No
- ☐ Yes

37. Has any of the property listed in Part 6 been appraised by a professional within the last year?

- ☐ No
- ☐ Yes

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

- ☐ No. Go to Part 8.
- ☒ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39. Office furniture			
39.1 Furniture and Fixtures	\$ 1,972,275.93	Net book value	\$ 1,972,275.93
40. Office fixtures			
40.1 None	\$		\$
41. Office equipment, including all computer equipment and communication systems equipment and software			
41.1 Computer Equipment and Software	\$ 249,993.40	Net book value	\$ 249,993.40
42. Collectibles <i>Examples:</i> Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles			
42.1 None	\$		\$
43. Total of Part 7. Add lines 39 through 42. Copy the total to line 86.			\$ 2,222,269.33

44. Is a depreciation schedule available for any of the property listed in Part 7?

- ☐ No
- ☒ Yes

45. Has any of the property listed in Part 7 been appraised by a professional within the last year?

- ☒ No
- ☐ Yes

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 8: Machinery, equipment, and vehicles

46. Does the debtor own or lease any machinery, equipment, or vehicles?

- ☐ No. Go to Part 9.
- ☒ Yes. Fill in the information below.

General description	Net book value of debtor's interest	Valuation method used for current value	Current value of debtor's interest
Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	(Where available)		

47. Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles

47.1 See Schedule A/B 47 Attachment \$ 7,499.94 Net book value \$ 7,499.94

48. Watercraft, trailers, motors, and related accessories Examples: Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels

48.1 None \$ \$

49. Aircraft and accessories

49.1 None \$ \$

50. Other machinery, fixtures, and equipment (excluding farm machinery and equipment)

50.1 None \$ \$

51. Total of Part 8.

Add lines 47 through 50. Copy the total to line 87.

\$ 7,499.94

52. Is a depreciation schedule available for any of the property listed in Part 8?

- ☐ No
- ☒ Yes

53. Has any of the property listed in Part 8 been appraised by a professional within the last year?

- ☒ No
- ☐ Yes

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 9: Real property

54. Does the debtor own or lease any real property?

- ☐ No. Go to Part 10.
- ☒ Yes. Fill in the information below.

55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest

Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building), if available.	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
55.1 See Schedule A/B 55 Attachment		\$ 4,923,228.46	Net book value	\$ 4,923,228.46

56. Total of Part 9.

Add the current value on lines 55.1 through 55.6 and entries from any additional sheets. Copy the total to line 88.

\$ 4,923,228.46

57. Is a depreciation schedule available for any of the property listed in Part 9?

- ☐ No
- ☒ Yes

58. Has any of the property listed in Part 9 been appraised by a professional within the last year?

- ☒ No
- ☐ Yes

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 10: Intangibles and intellectual property

59. Does the debtor have any interests in intangibles or intellectual property?

- ☐ No. Go to Part 11.
- ☒ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60. Patents, copyrights, trademarks, and trade secrets			
60.1 Copyright - Ambitrack	\$ N/A	N/A	\$ N/A
60.2 Trade name	\$ 533,893.32	Net book value	\$ 533,893.32
61. Internet domain names and websites			
61.1 Ambitech.com	\$ Undetermined		\$ Undetermined
62. Licenses, franchises, and royalties			
62.1 None	\$		\$
63. Customer lists, mailing lists, or other compilations			
63.1 Customer relationships	\$ 4,307,460.41	Net Book Value	\$ 4,307,460.41
64. Other intangibles, or intellectual property			
64.1 None	\$		\$
65. Goodwill			
65.1 Goodwill	\$ 52,650,144.00	Net Book Value	\$ 52,650,144.00
66. Total of Part 10.			
Add lines 60 through 65. Copy the total to line 89.			\$ 57,491,497.73

67. Do your lists or records include personally identifiable information of customers (as defined in 11 U.S.C. §§ 101(41A) and 107)?

- ☒ No
- ☐ Yes

68. Is there an amortization or other similar schedule available for any of the property listed in Part 10?

- ☐ No
- ☒ Yes

69. Has any of the property listed in Part 10 been appraised by a professional within the last year?

- ☒ No
- ☐ Yes

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Debtor: Zachry Engineering Corporation
Name

Case number (if known): 24-90379

Part 11: All other assets**70. Does the debtor own any other assets that have not yet been reported on this form?**

Include all interests in executory contracts and unexpired leases not previously reported on this form.

- ☐ No. Go to Part 12.
- ☒ Yes. Fill in the information below.

Current value of debtor's
interest**71. Notes receivable**

Description (include name of obligor)	Total face amount	doubtful or uncollectible accounts	
71.1 None	\$	- \$	=.... → \$

72. Tax refunds and unused net operating losses (NOLs)

Description (for example, federal, state, local)	Tax year	\$
72.1 None		

73. Interests in insurance policies or annuities

73.1 None	\$

74. Causes of action against third parties (whether or not a lawsuit has been filed)

74.1 Encina Solutions	Interlocutory appeal concerning a question of first impression involving the exception to the certificate-of-merit requirement applicable in actions against a licensed or registered professional	\$ Undetermined
Nature of claim		
Amount requested	\$ Unspecified	

75. Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims

75.1 None	\$
Nature of claim	
Amount requested	\$

76. Trusts, equitable or future interests in property

76.1 None	\$

77. Other property of any kind not already listed Examples: Season tickets, country club membership

77.1 See Schedule A/B 77 Attachment	\$ 10,290,037.18

78. Total of Part 11.

Add lines 71 through 77. Copy the total to line 90.

\$ 10,290,037.18

79. Has any of the property listed in Part 11 been appraised by a professional within the last year?

- ☒ No
- ☐ Yes

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Debtor: Zachry Engineering Corporation
Name

Case number (if known): 24-90379

Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form.

Type of property	Current value of personal property	Current value of real property
80. Cash, cash equivalents, and financial assets. <i>Copy line 5, Part 1.</i>	\$ 4,761,432.15	
81. Deposits and prepayments. <i>Copy line 9, Part 2.</i>	\$ 33,709.00	
82. Accounts receivable. <i>Copy line 12, Part 3.</i>	\$ 24,764,931.70	
83. Investments. <i>Copy line 17, Part 4.</i>	\$ 0.00	
84. Inventory. <i>Copy line 23, Part 5.</i>	\$ 0.00	
85. Farming and fishing-related assets. <i>Copy line 33, Part 6.</i>	\$ 0.00	
86. Office furniture, fixtures, and equipment; and collectibles. <i>Copy line 43, Part 7.</i>	\$ 2,222,269.33	
87. Machinery, equipment, and vehicles. <i>Copy line 51, Part 8.</i>	\$ 7,499.94	
88. Real property. <i>Copy line 56, Part 9.</i>→		\$ 4,923,228.46
89. Intangibles and intellectual property. <i>Copy line 66, Part 10.</i>	\$ 57,491,497.73	
90. All other assets. <i>Copy line 78, Part 11.</i>	\$ 10,290,037.18	
91. Total. Add lines 80 through 90 for each column.....91a.	\$ 99,571,377.03	\$ 4,923,228.46 + 91b.
92. Total of all property on Schedule A/B. Lines 91a + 91b = 92.		\$ 104,494,605.49

Fill in this information to identify the case:

Debtor Name: In re : Zachry Engineering Corporation
 United States Bankruptcy Court for the: Southern District of Texas
 Case number (if known): 24-90379 (MI)

☐ Check if this is an amended filing

Official Form 206D**Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

- ☐ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
☒ Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims**2. List in alphabetical order all creditors who have secured claims.** If a creditor has more than one secured claim, list the creditor separately for each claim.

Column A
Amount of claim
 Do not deduct the value of collateral.

Column B
Value of collateral that supports this claim

2.1 Creditor's name**Describe debtor's property that is subject to a lien**

See Schedule D Part 1 Attachment

\$ 282,371,252.61 \$ Undetermined

Creditor's Name

Creditor's mailing address**Describe the lien**

Notice Name

Street

City State ZIP Code

Country

Creditor's email address, if known**Is the creditor an insider or related party?**

- ☐ No
☐ Yes

Is anyone else liable on this claim?

- ☐ No
☐ Yes. Fill out *Schedule H: Codebtors(Official Form 206H)*.

Date debt was incurred**Last 4 digits of account number****As of the petition filing date, the claim is:**
Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Do multiple creditors have an interest in the same property?

- ☐ No
☐ Yes. Have you already specified the relative priority?
☐ No. Specify each creditor, including this creditor, and its relative priority.
☐ Yes. The relative priority of creditors is specified on lines

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.

\$ 282,371,252.61

Part 2: List Others to Be Notified for a Debt Already Listed in Part 1

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address	On which line in Part 1 did you enter the related creditor?	Last 4 digits of account number for this entity
Name	Line	
Notice Name		
Street		
City	State	ZIP Code
Country		

Fill in this information to identify the case:

Debtor Name: In re : Zachry Engineering Corporation
 United States Bankruptcy Court for the: Southern District of Texas
 Case number (if known): 24-90379 (MI)

☐ Check if this is an amended filing

Official Form 206E/F**Schedule E/F: Creditors Who Have Unsecured Claims**

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

- ☐ No. Go to Part 2.
☒ Yes. Go to Line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

		Total claim	Priority amount
2.1	Priority creditor's name and mailing address	As of the petition filing date, the claim is: \$	Undetermined
	See Schedule E/F, Part 1 Attachment	Check all that apply.	
	Creditor Name	☐ Contingent	
	Creditor's Notice name	☐ Unliquidated	
	Address	☐ Disputed	
		Basis for the claim:	
	City State ZIP Code		
	Country		
	Date or dates debt was incurred		
	Last 4 digits of account number	Is the claim subject to offset?	
	Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) ()	☐ No	
		☐ Yes	

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

		Amount of claim
3.1 Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is:	\$ 29,412,052.44
See Schedule E/F, Part 2 Attachment	<i>Check all that apply.</i>	
Creditor Name	☐ Contingent	
	☐ Unliquidated	
Creditor's Notice name	☐ Disputed	
Address	Basis for the claim:	
City	State	ZIP Code
Country		
Date or dates debt was incurred	Is the claim subject to offset?	
	☐ No	
Last 4 digits of account number	☐ Yes	

Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors. If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address

On which line in Part 1 or Part 2 is the related creditor (if any) listed?

Last 4 digits of account number, if any

Name

Line

☐ Not Listed.Explain

Notice Name

Street

City

State

ZIP Code

Country

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

		Total of claim amounts
5a. Total claims from Part 1	5a.	\$ 0.00
5b. Total claims from Part 2	5b. +	\$ 29,412,052.44
5c. Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c.	\$ 29,412,052.44

Fill in this information to identify the case:

Debtor Name: In re : Zachry Engineering Corporation
 United States Bankruptcy Court for the: Southern District of Texas
 Case number (if known): 24-90379 (MI)

☐ Check if this is an amended filing

Official Form 206G**Schedule G: Executory Contracts and Unexpired Leases****12/15**

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?

- ☐ No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.
- ☒ Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

2. List all contracts and unexpired leases

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.1 State what the contract or lease is for and the nature of the debtor's interest

See Schedule G Attachment

Name

Notice Name

State the term remaining

Address

List the contract number of any government contract

City

State

ZIP Code

Country

Fill in this information to identify the case:

Debtor Name: In re : Zachry Engineering Corporation
 United States Bankruptcy Court for the: Southern District of Texas
 Case number (if known): 24-90379 (MI)

☐ Check if this is an amended filing

Official Form 206H**Schedule H: Codebtors****12/15**

Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

1. Does the debtor have any codebtors?

- ☐ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.
☒ Yes

2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

Column 1: Codebtor			Column 2: Creditor	
Name	Mailing address		Name	Check all schedules that apply:
2.1 Zachry Holdings, Inc.	P.O. Box 240130		Columbia Texas Westchase Park Land, LLC	☐ D
	Street			☐ E/F
				☒ G
	San Antonio	TX 78224		
	City	State ZIP Code		
	Country			
2.2 Zachry Holdings, Inc.	P.O. Box 240130		Executive Towers Illinois Realty LP	☐ D
	Street			☐ E/F
				☒ G
	San Antonio	TX 78224		
	City	State ZIP Code		
	Country			

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Debtor: Zachry Engineering Corporation		Case number (if known): 24-90379	
Name			
2.3 Zachry Holdings, Inc.	P.O. Box 240130	Haddad Milestone Property SPE, LLC	☐ D
Street			☐ E/F
			☒ G
San Antonio	TX	78224	
City	State	ZIP Code	
Country			

Fill in this information to identify the case:

Debtor Name: In re : Zachry Engineering Corporation

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 24-90379 (MI)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☒ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☒ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☒ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☒ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☒ *Schedule H: Codebtors* (Official Form 206H)
- ☒ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)

☐ Amended Schedule _____

☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)

☐ Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 07/16/2024

MM / DD / YYYY

✱ / s / Mohsin Y. Meghji

Signature of individual signing on behalf of debtor

Mohsin Y. Meghji

Printed name

Chief Restructuring Officer of Zachry Holdings, Inc

Position or relationship to debtor

In re: Zachry Engineering Corporation**Case No. 24-90379**

Schedule A/B 3

Checking, savings, money market, or financial brokerage accounts

Name of institution (bank or brokerage firm)	Type of account	Account number (last 4 digits)	Current value of debtor's interest
Bank of America	Disbursement	0213	\$0.00
Bank of America	Operating	8034	\$897,000.00
Bank of America	Tax	8047	\$130.84
Bank of America	Payroll Tax	8050	\$1,360.28
Frost National Bank	Payroll	1168	\$5,000.00
JPMorgan Chase Bank	Operating	5223	\$3,857,941.03
JPMorgan Chase Bank	Disbursement	5538	\$0.00
TOTAL:			\$4,761,432.15

In re: Zachry Engineering Corporation**Case No. 24-90379**

Schedule A/B 7

Deposits, including security deposits and utility deposits

Description	Name of holder of deposit	Current value of debtor's interest
Office Space - IL	Hughes Real Estate	\$450.00
Office Space - IL	Robeson Champaign Properties, LLC	\$3,339.00
Office Space - IN	S. M. Ruzich	\$1,525.00
Office Space - IN	CJF3 LLC	\$3,500.00
Office Space - IN	Center Point Properties	\$4,500.00
Office Space - TX	JV Industrial	\$10,000.00
Office Utilities - IN	NIPSCo	\$10,395.00
TOTAL:		\$33,709.00

In re: Zachry Engineering Corporation**Case No. 24-90379**

Schedule A/B 15

Non-publicly traded stock and interests

Name of entity	% of ownership	Valuation method used for		Current value of debtor's interest
		current value	Undetermined	
UE Properties, Inc.	100.00%		Undetermined	Undetermined
Zachry Asia Inc.	100.00%		Undetermined	Undetermined
Zachry High Voltage Solutions, LLC	100.00%		Undetermined	Undetermined
ZEC Michigan, Inc.	100.00%		Undetermined	Undetermined
ZEC New York, Inc.	100.00%		Undetermined	Undetermined
			TOTAL:	Undetermined

In re: Zachry Engineering Corporation
Case No. 24-90379

Schedule A/B 47

Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles

Unit #	Year	Make	Model	Identification Number (i.e. VIN, HIN or N-number)	Net book value of debtor's interest (where available)	Valuation method used for current value	Current value of debtor's interest
000975	2019	Chevy	Silverado	3GCPWAEF3KG229528	\$0.00	Net book value	\$0.00
000976	2019	Chevy	Silverado	3GCUYAEF8KG298082	\$0.00	Net book value	\$0.00
000989	2008	Chevy	Silverado	2CNDL13F586022766	\$782.50	Net book value	\$782.50
000991	2018	Dodge	Caravan	2C4RDGBG5JR173518	\$0.00	Net book value	\$0.00
000992	2018	Dodge	Caravan	2C4RDGBG5JR173519	\$0.00	Net book value	\$0.00
000999	2012	Jeep	Liberty	1C4PJMAK4CW126222	\$1,495.00	Net book value	\$1,495.00
001000	2005	Jeep	Grand Cherokee	1J4GR48KX5C634417	\$715.00	Net book value	\$715.00
001035	2020	Chevy	Silverado	3GCPWAEF4LG332412	\$0.00	Net book value	\$0.00
001046	2021	Chevy	Silverado	3GCPWAEF8MG421269	\$4,507.44	Net book value	\$4,507.44
				TOTAL:	\$7,499.94	TOTAL:	\$7,499.94

In re: Zachry Engineering Corporation

Case No. 24-90379

Schedule A/B 55

Real property

Description of property	Location of property	Nature and extent of debtor's interest in property	Net book value of debtor's interest (where available)	Valuation method used for current value	Current value of debtor's interest
3rd Floor Breakroom Flooring	1115 North 102nd Court, Omaha, NB	OWNED	-	Net book value	-
5/6 FLOOR RENO- SECURITY SYSTEM	1411 Opus Pl Downers Grove, IL	OWNED	258,337.36	Net book value	258,337.36
5/6 FLOOR RENO- STRUCTURAL	1411 Opus Pl Downers Grove, IL	OWNED	\$1,187,617.03	Net book value	1,187,617.03
5/6 FLOOR RENO-STRUCTURAL/ARCHITECTUR	1411 Opus Pl Downers Grove, IL	OWNED	\$37,626.74	Net book value	37,626.74
CWIP - Leasehold improvements - Omaha	1115 North 102nd Court, Omaha, NB	OWNED	\$259,026.20	Net book value	259,026.20
Electrical- TCT Construction	1501 interstate dr, Champaign, IL	OWNED	\$0.00	Net book value	-
Electrical-D.E. Harvey	3600 West Sam Houston Pkwy Houston, TX	OWNED	\$124,714.50	Net book value	124,714.50
Elevator-D.E. Harvey	3600 West Sam Houston Pkwy Houston, TX	OWNED	\$644.00	Net book value	644.00
Entryway Flooring	1115 North 102nd Court, Omaha, NB	OWNED	\$0.00	Net book value	-
Fire Protec.- D. E. Harvey	3600 West Sam Houston Pkwy Houston, TX	OWNED	\$15,318.39	Net book value	15,318.39
Hammond HVAC System	4531 Columbia, Hammond, IN	OWNED	\$4,210.53	Net book value	4,210.53
Houston Suite 200- 3 Offices	3600 West Sam Houston Pkwy Houston, TX	OWNED	\$89,434.95	Net book value	89,434.95
HVAC-D.E. Harvey	3600 West Sam Houston Pkwy Houston, TX	OWNED	\$49,495.08	Net book value	49,495.08
Knight Security System	1501 interstate dr, Champaign, IL	OWNED	\$6,905.69	Net book value	6,905.69
LEASED PROPERTY - CHAMPAIGN	1501 INTERSTATE DRIVE, CHAMPAIGN, IL	LEASED	\$50,262.55	Net book value	50,262.55
LEASED PROPERTY - CORPUS CHRISTI	539 N CARANCAHUA ST, STE 5300, CORPUS CHRISTI, TX	LEASED	\$81,208.11	Net book value	81,208.11
LEASED PROPERTY - DOWNERS GROVE	1411 OPUS PLACE, DOWNERS GROVE, IL	LEASED	\$392,997.06	Net book value	392,997.06
LEASED PROPERTY - HAMMOND	4527-4531 COLUMBIA, HAMMOND, IN	LEASED	\$60,456.22	Net book value	60,456.22
LEASED PROPERTY - HOUSTON	3600 West Sam Houston Parkway South, Houston, TX	LEASED	\$1,801,058.89	Net book value	1,801,058.89
LEASED PROPERTY - OMAHA	1115 NORTH 102ND COURT, OMAHA, NE	LEASED	\$193,604.20	Net book value	193,604.20
LH Improvements in service December 2011	1115 North 102nd Court, Omaha, NB	OWNED	\$0.00	Net book value	\$0.00
LH Improvements in service January 2012	1115 North 102nd Court, Omaha, NB	OWNED	\$0.00	Net book value	\$0.00
LH Improvements in service March 2012	1115 North 102nd Court, Omaha, NB	OWNED	\$0.00	Net book value	\$0.00
LH Improvements in service March 2012	1115 North 102nd Court, Omaha, NB	OWNED	\$0.00	Net book value	\$0.00
LH Improvements in service March 2014	1115 North 102nd Court, Omaha, NB	OWNED	\$0.00	Net book value	\$0.00
LH Improvements/Office Expansion May 2007	1115 North 102nd Court, Omaha, NB	OWNED	\$0.00	Net book value	\$0.00
LI - Move to new Location Nov 2006	1115 North 102nd Court, Omaha, NB	OWNED	\$0.00	Net book value	\$0.00
Plumbing-D.E. Harvey	3600 West Sam Houston Pkwy Houston, TX	OWNED	\$12,600.32	Net book value	12,600.32
Security-D. E. Harvey	3600 West Sam Houston Pkwy Houston, TX	OWNED	\$6,313.49	Net book value	6,313.49
Structural- D.E. Harvey	3600 West Sam Houston Pkwy Houston, TX	OWNED	\$202,846.26	Net book value	202,846.26
Structural- JLD/E. Harvey	3600 West Sam Houston Pkwy Houston, TX	OWNED	\$60,393.92	Net book value	60,393.92
Structural-Ziegler Cooper	3600 West Sam Houston Pkwy Houston, TX	OWNED	\$28,156.97	Net book value	28,156.97
		TOTAL:	\$4,923,228.46	TOTAL:	\$4,923,228.46

In re: Zachry Engineering Corporation
Case No. 24-90379

Schedule A/B 77

Other property of any kind not already listed

Other property of any kind not already listed	Current value of debtor's interest
Beacon Engineering And Electric - Unbilled charges on incomplete contracts	\$5,254.00
Ben-Hur Construction Company - Unbilled charges on incomplete contracts	\$2,308.00
Class One Professionals LLC - Unbilled charges on incomplete contracts	\$111.00
Evers Electric Inc - Unbilled charges on incomplete contracts	\$495.00
Florida Power And Light Company - Unbilled charges on incomplete contracts	\$1.00
Intercompany Receivable - Zachry Asia Inc.	\$3,331,781.03
Intercompany Receivable - Zachry EPC Holdings	\$6,896,883.64
Intercompany Receivable - ZEC Michigan, Inc.	\$7,252.13
Louisiana State - Tax W/H Refund	\$2,273.38
Strobel Energy Group - Unbilled charges on incomplete contracts	\$43,677.00
Superior Weighting Products, LLC - Unbilled charges on incomplete contracts	\$1.00
TOTAL:	\$10,290,037.18

In re: Zachry Engineering Corporation
Case No. 24-90379
Schedule D, Part I
Creditors Who Have Claims Secured by Property

Line	Creditor's Name	Address 1	City	State	Zip	Date incurred	Account number (last 4 digits)	Multiple creditors (Y/N)	If multiple creditors, specify each creditor, including this creditor, and its relative priority.	Describe debtor's property that is subject to a lien	Describe the lien	Insider / related party (Y/N)	Creditor (Y/N)	Contingent	Disputed	Amount of claim Do not deduct the value of collateral.	Value of collateral that supports this claim
2.1	Bank of America	P.O. Box 300	San Antonio	TX	78291	5/2/2023	N/A	Y	First Priority	Personal property and future property	Term Loan	N	Y	N	N	\$156,936,907.12	Undetermined
2.2	Bank of America	P.O. Box 300	San Antonio	TX	78291	5/2/2023	N/A	Y	First Priority	Personal property and future property	Revolving Loan	N	Y	N	N	\$50,219,810.28	Undetermined
2.3	Bank of America	P.O. Box 300	San Antonio	TX	78291	12/6/2023	N/A	Y	First Priority	Personal property and future property	Revolving Loan	N	Y	N	N	\$75,214,535.21	Undetermined
2.4	Bank of America	P.O. Box 300	San Antonio	TX	78291	1/6/2015	1617	Y	First Priority	All assets of the Debtor	Standby Letter of Credit	N	Y	Y	N	Undetermined	Undetermined
2.5	Bank of America	P.O. Box 300	San Antonio	TX	78291	2/25/2019	9428	Y	First Priority	All assets of the Debtor	Standby Letter of Credit	N	Y	Y	N	Undetermined	Undetermined
2.6	Bank of America	P.O. Box 300	San Antonio	TX	78291	5/27/2022	1080	Y	First Priority	All assets of the Debtor	Standby Letter of Credit	N	Y	Y	N	Undetermined	Undetermined
2.7	Bank of America	P.O. Box 300	San Antonio	TX	78291	11/22/2022	1127	Y	First Priority	All assets of the Debtor	Standby Letter of Credit	N	Y	Y	N	Undetermined	Undetermined
2.8	Bank of America	P.O. Box 300	San Antonio	TX	78291	11/16/2022	1192	Y	First Priority	All assets of the Debtor	Standby Letter of Credit	N	Y	Y	N	Undetermined	Undetermined
2.9	Bank of America	P.O. Box 300	San Antonio	TX	78291	3/9/2023	1312	Y	First Priority	All assets of the Debtor	Standby Letter of Credit	N	Y	Y	N	Undetermined	Undetermined
2.10	Bank of America	P.O. Box 300	San Antonio	TX	78291	6/5/2023	1382	Y	First Priority	All assets of the Debtor	Standby Letter of Credit	N	Y	Y	N	Undetermined	Undetermined
TOTAL:																\$282,371,252.61	Undetermined

In re: Zachry Engineering Corporation
Case No. 24-90379
Schedule E-1, Part 1
Creditors Who Have PRIORITY Unsecured Claims

Line	Priority Creditors Name	Creditor Notice Name	Address 1	City	State	Zip	Country	Date Incurred	Account number (last 4 digits)	Specify Code subsection: 11 § U.S.C. 507(e)(1)	Subject to offset (Y/N)	Contingent	Unsecured	Total claim	Priority amount
2.1	Alabama Department of Revenue		PO Box 327430	Montgomery	AL	36132-7430		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.2	Alaska Department of Revenue - Tax Division		PO Box 110420	Juneau	AK	99811-0420		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.3	Alaska Tax Assessor Collector		PO Box 368	Alief	TX	77411		Undetermined	x0771	8	N	N	N	Undetermined	Undetermined
2.4	Arizona Department of Revenue		PO Box 28079	Phoenix	AZ	85038-0079		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.5	Arkansas Corporate Income Taxing Authority		PO Box 919	Little Rock	AR	72203-0919		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.6	California Franchise Tax Board		PO Box 942857	Sacramento	CA	94257-0500		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.7	City and County of Denver		201 W. Colfax Ave	Denver	CO	80202		Undetermined	x0063	8	N	N	N	Undetermined	Undetermined
2.8	Colorado Department of Revenue		PO Box 17087	Denver	CO	80217-0087		Undetermined	x2396	8	N	N	N	Undetermined	Undetermined
2.9	Colorado Department of Revenue		PO Box 17087	Denver	CO	80217-0087		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.10	Comptroller of Maryland		110 Carroll St	Annapolis	MD	21411-0002		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.11	Connecticut Department of Revenue		PO Box 150406	Hartford	CT	06115-0406		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.12	Delaware Division of Revenue		820 N French St	Wilmington	DE	19801		Undetermined	x0016	8	N	N	N	Undetermined	Undetermined
2.13	Delaware Division of Revenue		820 N French St	Wilmington	DE	19801-2044		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.14	Douglas County Treasurer		PO Box 2855	Omaha	NE	68103-2855		Undetermined	x107B	8	N	N	N	Undetermined	Undetermined
2.15	Florida Department of Revenue		5050 W. Tennessee St	Tallahassee	FL	32399-0135		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.16	Florida Department of Revenue		5050 W. Tennessee St	Tallahassee	FL	32399-0135		Undetermined	x9152	8	N	N	N	Undetermined	Undetermined
2.17	Georgia Department of Revenue		PO Box 740397	Atlanta	GA	30374-0397		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.18	Georgia Department of Revenue		PO Box 740397	Atlanta	GA	30374-0397		Undetermined	x5595	8	N	N	N	Undetermined	Undetermined
2.19	Harris County Tax Assessor Collector		PO Box 4422	Houston	TX	77241-0422		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.20	Hawaii Department of Taxation		PO Box 359	Honolulu	HI	96811-0359		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.21	Idaho State Tax Commission		PO Box 56	Boise	ID	83796-0056		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.22	Illinois Department of Revenue		PO Box 19008	Springfield	IL	62794-9008		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.23	Illinois Department of Revenue	Retailers Occupation Tax	PO BOX 19035	Springfield	IL	62796-0001		Undetermined	x1316	8	N	N	N	Undetermined	Undetermined
2.24	Indiana Department of Revenue	Corporate Tax Return Processing	PO Box 7231	Indianapolis	IN	46207-7231		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.25	Iowa Department of Revenue		PO Box 10468	Des Moines	IA	50306-0468		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.26	Iowa Department of Revenue		PO Box 10412	Des Moines	IA	50306-0412		Undetermined	x3328	8	N	N	N	Undetermined	Undetermined
2.27	Kansas Corporate Tax		915 SW Harrison St	Topeka	KS	66612-1588		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.28	Kansas Department of Revenue		PO Box 3506	Topeka	KS	66625-3506		Undetermined	x4F01	8	N	N	N	Undetermined	Undetermined
2.29	Kentucky Department of Revenue		501 High St	Frankfort	KY	40601		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.30	Lake County Treasurer		2283 North Main Street	Crown Point	IN	46307		Undetermined	x3100	8	N	N	N	Undetermined	Undetermined
2.31	Louisiana Department of Revenue		PO Box 91011	Baton Rouge	LA	70801-0111		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.32	Maine Revenue Services		PO Box 1004	Augusta	ME	04332-1004		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.33	Massachusetts Department of Revenue		PO Box 7005	Boston	MA	02204		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.34	Mecklenburg County Tax Collector		PO Box 31457	Charlotte	NC	28231-1457		Undetermined	x8287	8	N	N	N	Undetermined	Undetermined
2.35	Michigan Department of Treasury		600 N Robert St, Mail Station 6330	Lansing	MI	48909		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.36	Minnesota Department of Revenue		600 N Robert St, Mail Station 1250	St. Paul	MN	55146-6330		Undetermined	x8839	8	N	N	N	Undetermined	Undetermined
2.37	Minnesota Franchise Tax Board		PO Box 23050	St. Paul	MN	55145-1250		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.38	Mississippi Department of Revenue		PO Box 960	Jackson	MS	39205-3050		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.39	Mississippi Department of Revenue		PO Box 960	Jackson	MS	39205-3050		Undetermined	x5884	8	N	N	N	Undetermined	Undetermined
2.40	Missouri Department of Revenue		PO Box 700	Jefferson City	MO	65105-0701		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.41	Montana Department of Revenue		PO Box 8021	Helena	MT	59604-8021		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.42	NC Department of Revenue		PO Box 23010	Raleigh	NC	27602-3502		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.43	Nebraska Department of Revenue		PO Box 9823	Lincoln	NE	68509-9823		Undetermined	x6921	8	N	N	N	Undetermined	Undetermined
2.44	Nebraska Department of Revenue		PO Box 9823	Lincoln	NE	68509-9823		Undetermined	x6921	8	N	N	N	Undetermined	Undetermined
2.45	Nevada Department of Taxation		PO Box 51107	Las Vegas	CA	90051-5407		Undetermined	x3321	8	N	N	N	Undetermined	Undetermined
2.46	New Hampshire Department of Revenue - Administration		PO Box 637	Concord	NH	03302-6338		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.47	New Jersey Department of Revenue	Division of Taxation	PO Box 666	Trenton	NJ	08646-0667		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.48	New Mexico Taxation and Revenue Department		1200 South St, Francis Drive	Santa Fe	NM	87505		Undetermined	x3000	8	N	N	N	Undetermined	Undetermined
2.49	New Mexico Taxation and Revenue Department		PO Box 25127	Santa Fe	NM	87504-5127		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.50	North Carolina Department of Revenue		PO Box 25000	Raleigh	NC	27604-0640		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined
2.51	Nueces County Tax Assessor Collector		PO Box 2810	Corpus Christi	TX	78403-2810		Undetermined	x120000	8	N	N	N	Undetermined	Undetermined
2.52	Office of State Tax Commissioner		600 E. Boulevard Ave., Dept. 127	Bismark	ND	58505-0599		Undetermined	x3134	8	N	N	N	Undetermined	Undetermined

In re: Zachry Engineering Corporation
Case No. 24-90379
Schedule E-1, Part 1
Creditors Who Have PRIORITY Unsecured Claims

Line	Priority Creditors Name	Creditor Notice Name	Address 1	City	State	Zip	Country	Date Incurred	Account number (last 4 digits)	Specify Code sub-section: §07(e)(1) U.S.C.	Subject to offset (Y/N)	Contingent	Unpaid	Total claim	Priority amount
2.53	Ohio Department of Revenue - Administration	Vandalla	PO Box 727	Vandalla	OH	45377-0727		Undetermined	x3134	8	Income Tax	N	Y	Undetermined	Undetermined
2.54	Oklahoma Tax Commission		2501 N Lincoln Blvd	Oklahoma City	OK	73194		Undetermined	x0906	8	Consumer Use Tax	N	Y	Undetermined	Undetermined
2.55	Oklahoma Tax Commission		PO Box 26800	Oklahoma City	OK	73126-0800		Undetermined	x3134	8	Income Tax	N	Y	Undetermined	Undetermined
2.56	Oregon Department of Tax and Revenue		PO Box 14177	Salem	OR	97309-0940		Undetermined	x3134	8	Income Tax	N	Y	Undetermined	Undetermined
2.57	Rhode Island Department of Revenue		PO Box 260708	Hartshurg	PA	17128-0708		Undetermined	x3134	8	Income Tax	N	Y	Undetermined	Undetermined
2.58	Rhode Island Division of Taxation		One Capitol Hill, Suite 9	Providence	RI	02908-5811		Undetermined	x3134	8	Income Tax	N	Y	Undetermined	Undetermined
2.59	SC Department of Revenue	Corporate Refund	PO Box 125	Columbia	SC	29214-0032		Undetermined	x3134	8	Income Tax	N	Y	Undetermined	Undetermined
2.60	South Dakota Department of Revenue		445 East Capitol Ave	Pierre	SD	57501-3165		Undetermined	x805T	8	Sales & Use Tax	N	Y	Undetermined	Undetermined
2.61	Tennessee Department of Revenue		Andrew Jackson State Office Building, 500 Deaderick Street	Nashville	TN	37243		Undetermined	x3134	8	Income Tax	N	Y	Undetermined	Undetermined
2.62	Texas Comptroller of Public Accounts		PO Box 149348	Austin	TX	78744-9348		Undetermined	x347	8	Franchise Tax	N	Y	Undetermined	Undetermined
2.63	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station	Austin	TX	78711-3528		Undetermined	x1347	8	Sales & Use Tax	N	Y	Undetermined	Undetermined
2.64	Utah State Tax Commission		210 N 1950 W	Salt Lake City	UT	84134-0300		Undetermined	x3134	8	Income Tax	N	Y	Undetermined	Undetermined
2.65	Utah State Tax Commission		210 N 1950 W	Salt Lake City	UT	84134-0300		Undetermined	x45TC	8	Sales & Use Tax	N	Y	Undetermined	Undetermined
2.66	Virginia Department of Taxation		PO Box 1500	Richmond	VA	23218-1501		Undetermined	x3134	8	Income Tax	N	Y	Undetermined	Undetermined
2.67	Virginia Department of Taxation		PO Box 26627	Richmond	VA	23261-6627		Undetermined	xF001	8	Out of State Dealers Sales	N	Y	Undetermined	Undetermined
2.68	West Virginia State Tax Department		PO Box 1202	Charleston	WV	25324-1202		Undetermined	x3134	8	Income Tax	N	Y	Undetermined	Undetermined
2.69	West Virginia State Tax Department		PO Box 1826	Charleston	WV	25327-1826		Undetermined	x5268	8	Sales & Use Tax	N	Y	Undetermined	Undetermined
2.70	Wisconsin Department of Revenue		PO Box 8808	Madison	WI	53708-8808		Undetermined	x3134	8	Income Tax	N	Y	Undetermined	Undetermined
												TOTAL:		Undetermined	Undetermined

In re: Zachry Engineering Corporation

Case No. 24-90379

Schedule E/F, Part 2

Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	Date incurred	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
	Alvarez, Naker, Individually and on Behalf of the Estate of Juan			6363 Woodway, Suite 400	Houston	TX	77056		Undetermined	Personal Injury	N	Y	Y	Y	Undetermined
3.1	Fuenmayor, et al.	Yuk S. Vujasinovic	VB ATTORNEYS												
3.2	AMBITECH ENGINEERING CORP		PO BOX 240130		SAN ANTONIO	TX	78224-0130		Undetermined	Trade Payables	N	N	N	N	16,700.00
3.3	APEX SYSTEMS LLC		P. O. BOX 411289		BOSTON	MA	02241-1289		Undetermined	Trade Payables	N	N	N	N	63,840.00
3.4	ASAP DRUG SOLUTIONS INC		PO BOX 7035		PASADENA	CA	91109-7035		Undetermined	Trade Payables	N	N	N	N	412.00
3.5	AS-BUILT MANAGEMENT INC		13731 SOUTH ROUTE 30	SUITE 111	PLAINFIELD	IL	60544		Undetermined	Trade Payables	N	N	N	N	1,400.00
3.6	AT&T CORP		PO BOX 5019		CAROL STREAM	IL	60197-5019		Undetermined	Trade Payables	N	N	N	N	277.19
3.7	AVEVA SOFTWARE LLC		33183 COLLECTION CENTER DRIVE		CHICAGO	IL	60693-0331		Undetermined	Trade Payables	N	N	N	N	5,880.00
3.8	BAKER ENGRNG & RISK CONSULTANT		3330 OAKWELL COURT, STE 100		SAN ANTONIO	TX	78218-3024		Undetermined	Trade Payables	N	N	N	N	14,000.00
3.9	BENTLEY SYSTEMS INC		PO BOX 828836		PHILADELPHIA	PA	19182-8836		Undetermined	Trade Payables	N	N	N	N	21,171.36
3.10	Billings in Excess		N/A						Undetermined	Billings in Excess	N	Y	N		Undetermined
3.11	BMA SOLUTIONS INC		PO BOX 733528		DALLAS	TX	75373-3528		Undetermined	Trade Payables	N	N	N	N	36,000.00
3.12	BOTTOM LINE EQUIPMENT LLC		PO BOX 81217		LAFAYETTE	LA	70598		Undetermined	Trade Payables	N	N	N	N	10,478.75
3.13	CANON FINANCIAL SERVICES INC		14904 COLLECTIONS CENTER DR		CHICAGO	IL	60693-0149		Undetermined	Trade Payables	N	N	N	N	913.72
3.14	CANON SOLUTIONS AMERICA		12379 COLLECTIONS CENTER DRIVE		CHICAGO	IL	60693		Undetermined	Trade Payables	N	N	N	N	28,794.50
3.15	CAROLINA LIFT STATIONS LLC		PO BOX 746		YORK	SC	29745		Undetermined	Trade Payables	N	N	N	N	420.47
3.16	CDW DIRECT LLC		PO BOX 75723		CHICAGO	IL	60675-5723		Undetermined	Trade Payables	N	N	N	N	9,323.36
3.17	CINTAS CORPORATION		PO BOX 630921		CINCINNATI	OH	45263-0921		Undetermined	Trade Payables	N	N	N	N	7,518.81
3.18	CITADEL INFORMATION MANAGEMENT		1287 NAPERVILLE DR		ROMEDEVILLE	IL	60446		Undetermined	Trade Payables	N	N	N	N	878.27
3.19	CODEWARE INC		6530 SAWYER LOOP RD		SARASOTA	FL	34238		Undetermined	Trade Payables	N	N	N	N	4,844.19
3.20	COMCAST CORPORATION		PO BOX 1577		NEWARK	NJ	07101-1577		Undetermined	Trade Payables	N	N	N	N	245.02
3.21	COMMONWEALTH EDISON		PO BOX 6111		CAROL STREAM	IL	60197		Undetermined	Trade Payables	N	N	N	N	85.63
3.22	CONSOLIDATED ELECTRICAL DISTRI		PO BOX 850658		MINNEAPOLIS	MN	55485-0658		Undetermined	Trade Payables	N	N	N	N	4,954.10
3.23	CONTRACTORS SAFETY COUNCIL		PO BOX 23066		CORPUS CHRISTI	TX	78403		Undetermined	Trade Payables	N	N	N	N	957.00
3.24	CS BUSINESS SYSTEMS		1236 MAIN STREET		BUFFALO	NY	14209		Undetermined	Trade Payables	N	N	N	N	573.23
3.25	CURTIS WRIGHT FLOW CNTRL SRV		PO BOX 77521		DETROIT	MI	48277-2521		Undetermined	Trade Payables	N	N	N	N	12,433.05
3.26	CUSTOM SYSTEMS DESIGN INC		1108 SHERWOOD DR		CANYON LAKE	TX	78133-4072		Undetermined	Trade Payables	N	N	N	N	1,276.28
3.27	DATASHIELD CORPORATION		PO BOX 8458		OMAHA	NE	68108		Undetermined	Trade Payables	N	N	N	N	290.40
3.28	Daugherty, Albert James Daugherty, Vanessa Lee Daugherty, and Geraldine Beasley v. Dale Martin Kemp and Patriot Security, Inc.	The Daws Law Firm	Malachi Daws, Ryan Sherer	4055 Dowlen Road	Beaumont	TX	77706		Undetermined	Personal Injury	N	Y	Y	Y	Undetermined

In re: Zachry Engineering Corporation
Case No. 24-90379
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	Date incurred	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.29	DELL MARKETING LP		PO BOX 802816		CHICAGO	IL	60680-2816		Undetermined	Trade Payables	N	N	N	N	5,857.20
3.30	DISA GLOBAL SOLUTION INC		DEPT 3731		DALLAS	TX	75312-3731		Undetermined	Trade Payables	N	N	N	N	5,957.86
3.31	DUKE ENERGY		PO BOX 1094		CHARLOTTE	NC	28201-1094		Undetermined	Trade Payables	N	N	N	N	16,107.48
3.32	ECAD INC		3300 N A ST BLDG 7 STE 110		MIDLAND	TX	79705		Undetermined	Trade Payables	N	N	N	N	5,347.55
3.33	EEOC - Name on File 10		Address on File						Undetermined	Employment Discrimination	N	Y	Y	Y	Undetermined
3.34	Employee Accrued Vacation 003		Address on File						CY 2024 Pre-petition	Accrued Vacation (Non-priority portion)	N	Y	Y	N	610.51
3.35	Employee Accrued Vacation 006		Address on File						CY 2024 Pre-petition	Accrued Vacation (Non-priority portion)	N	Y	Y	N	1,369.11
3.36	Employee Accrued Vacation 008		Address on File						CY 2024 Pre-petition	Accrued Vacation (Non-priority portion)	N	Y	Y	N	1,027.50
3.37	Employee Accrued Vacation 013		Address on File						CY 2024 Pre-petition	Accrued Vacation (Non-priority portion)	N	Y	Y	N	2,343.02
3.38	ENGINE RESOURCES LLC		1990 POST OAK BLVD		HOUSTON	TX	77056		Undetermined	Trade Payables	N	N	N	N	3,403.81
3.39	ENTERPRISE SECURITY SYSTEMS		10910 GRANITE ST		CHARLOTTE	NC	28273		Undetermined	Trade Payables	N	N	N	N	772.20
3.40	ESC CONSULTING ENGINEERS		1922 N BROADWAY AVENUE		SPRINGFIELD	MO	65803		Undetermined	Trade Payables	N	N	N	N	1,111.00
3.41	Fairway Mahand, LLC		9502 Bayport Blvd		Pasadena	TX	77507		Undetermined	Contract	N	Y	Y	Y	Undetermined
3.42	FARNSWORTH GROUP INC		2211 WEST BRADLEY AVENUE		CHAMPAIGN	IL	61821		Undetermined	Trade Payables	N	N	N	N	3,926.30
3.43	FEDERAL EXPRESS		PO BOX 94515		PALATINE	IL	60094-4515		Undetermined	Trade Payables	N	N	N	N	336.16
3.44	FEDEX CORPORATION		PO BOX 660481		DALLAS	TX	75266-0481		Undetermined	Trade Payables	N	N	N	N	1,651.70
3.45	FEHR GRAHAM & ASSOCIATES LLC		101 WEST STEPHENSON STR		FREEMONT	IL	61032		Undetermined	Trade Payables	N	N	N	N	7,239.25
3.46	FISCILLA BUILDING SERVICES INC		1003 N EASTERN AVE		URBANA	IL	61802		Undetermined	Trade Payables	N	N	N	N	394.85
3.47	FLEXIMATION SYSTEMS INC		2680 MATHESON BLVD EAST		MISSISSAUGA	CA	L4W 0A5	CANADA	Undetermined	Trade Payables	N	N	N	N	744.80
3.48	FORTRA LLC		P.O. BOX 735324		CHICAGO	IL	60673-5324		Undetermined	Trade Payables	N	N	N	N	167,191.44
3.49	FREEDOM WASTE MANAGEMENT INC		PO BOX 153		CHAMPAIGN	IL	61824		Undetermined	Trade Payables	N	N	N	N	27.00
3.50	FRONTIER COMMUNICATIONS OF IND		P O BOX 740407		CINCINNATI	OH	45274-0407		Undetermined	Trade Payables	N	N	N	N	535.09
3.51	FURNITURE MARKETING GROUP INC		PO BOX 648002		DALLAS	TX	75264-9002		Undetermined	Trade Payables	N	N	N	N	196.19
3.52	GEIGER		PO BOX 712144		CINCINNATI	OH	45271-2144		Undetermined	Trade Payables	N	N	N	N	57.47
3.53	GLENN BOUCK INC		9951 W 190TH ST SUITE H		MCKENA	IL	60448		Undetermined	Trade Payables	N	N	N	N	3,450.00
3.54	GREATER OMAHA CHAMBER OF COMME		808 CONAGRA DRIVE		OMAHA	NE	68102-5025		Undetermined	Trade Payables	N	N	N	N	570.00
3.55	GREENWICH INC		PO BOX 831128		SAN ANTONIO	TX	78283		Undetermined	Trade Payables	N	N	N	N	35.18
3.56	HAMMOND 4531 COLUMBIA LLC		4020 KINROSS LAKES PKWY #200		RICHFIELD	OH	44286		Undetermined	Trade Payables	N	N	N	N	869.93
3.57	HD SUPPLY CONSTRUCTION SUPPLY		PO BOX 4862		ORLANDO	FL	32808-4862		Undetermined	Trade Payables	N	N	N	N	1,709.32
3.58	HENNEMAN ENGINEERING INC		1605 S STATE STREET		CHAMPAIGN	IL	61820		Undetermined	Trade Payables	N	N	N	N	1,336.50

In re: Zachry Engineering Corporation

Case No. 24-90379

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Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	Date incurred	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.59	HESSLER ASSOCIATES INC		38329 OLD MILL WAY		OCEAN VIEW	DE	19970		Undetermined	Trade Payables	N	N	N	N	22,521.64
3.60	HIRERIGHT GIS INTERMEDIATE		PO BOX 847891		DALLAS	TX	75284-7891		Undetermined	Trade Payables	N	N	N	N	77.73
3.61	HOST COFFEE SERVICE		9444 J ST		OMAHA	NE	68127		Undetermined	Trade Payables	N	N	N	N	47.82
3.62	HOUSTON AREA SAFETY COUNCIL		PO BOX 621001		DALLAS	TX	75262-1001		Undetermined	Trade Payables	N	N	N	N	306.00
3.63	INDUSTRIAL MEASUREMENT SOLUTION		24 VERSAGGI DRIVE		ST AUGUSTINE	FL	32090		Undetermined	Trade Payables	N	N	N	N	58,800.00
3.64	INTERGRAPH CORPORATION		7088 SOLUTION CENTER		CHICAGO	IL	60677-7000		Undetermined	Trade Payables	N	N	N	N	27,107.16
3.65	INTERMOUNTAIN GAS COMPANY		PO BOX 5600		BISMARCK	ND	58506-5600		Undetermined	Trade Payables	N	N	N	N	54.42
3.66	IRON MOUNTAIN INC		P O BOX 915026		DALLAS	TX	75391-5026		Undetermined	Trade Payables	N	N	N	N	1,245.82
3.67	ISN SOFTWARE CORPORATION		PO BOX 841808		DALLAS	TX	75284-1808		Undetermined	Trade Payables	N	N	N	N	12,259.00
3.68	JORDAN INDUSTRIAL CONTROLS INC		215 CASA PARK DRIVE		MT ZION	IL	62549		Undetermined	Trade Payables	N	N	N	N	7,646.59
3.69	KECKLEY COMPANY		3400 CLEVELAND STREET		SKOKIE	IL	60076		Undetermined	Trade Payables	N	N	N	N	20,492.08
3.70	KONICA MINOLTA		21719 NETWORK PLACE		CHICAGO	IL	60673-1217		Undetermined	Trade Payables	N	N	N	N	24,209.96
3.71	KONICA MINOLTA BUSINESS SOLUTI		500 DAG HILL ROAD		WINDSOR	CT	06095		Undetermined	Trade Payables	N	N	N	N	190.07
3.72	KRYSTAL MEDICINE CLOUD		410 MEMORIAL DR		IDAHO FALLS	ID	83402		Undetermined	Trade Payables	N	N	N	N	500.00
3.73	LANDCARE INNOVATIONS INC		PO BOX 481940		CHARLOTTE	NC	28289		Undetermined	Trade Payables	N	N	N	N	1,900.00
3.74	LATHROP VENDING INC		152 NORWICH NEW LONDON TPKE		UNCASVILLE	CT	06382		Undetermined	Trade Payables	N	N	N	N	436.00
3.75	LINDA J OGRADY		Address on File						Undetermined	Trade Payables	N	N	N	N	2,030.22
3.76	MMMOET USA INC		20525 FM 521		ROSHARON	TX	77583		Undetermined	Trade Payables	N	N	N	N	55,320.00
3.77	MARSH WORTHAM		PO BOX 301659		DALLAS	TX	75303-1659		Undetermined	Trade Payables	N	N	N	N	521.00
3.78	MC FARLANE DOUGLASS & COMPANIES		143 TOWER DR		BURR RIDGE	IL	60527		Undetermined	Trade Payables	N	N	N	N	669.00
3.79	MIDWEST OCCUPATIONAL MEDICINE		325 E MADISON AVENUE		WOOD RIVER	IL	62095		Undetermined	Trade Payables	N	N	N	N	100.00
3.80	MOORE SERVICES INC		1703 READ ST		OMAHA	NE	68112		Undetermined	Trade Payables	N	N	N	N	333.84
3.81	NEWBART PRODUCTS INC		10424 ROCKLEY RD		HOUSTON	TX	77099		Undetermined	Trade Payables	N	N	N	N	31,435.80
3.82	NORTHERN SAFETY CO INC		359 PIKE CT		LA PORTE	TX	77571		Undetermined	Trade Payables	N	N	N	N	127.87
3.83	OCCUPATIONAL HEALTH CENTERS OF		PO BOX 75428		OKLAHOMA CITY	OK	73147-0428		Undetermined	Trade Payables	N	N	N	N	143.00
3.84	OCCUPATIONAL HEALTH CENTERS SW		PO BOX 9005		ADDISON	TX	75001		Undetermined	Trade Payables	N	N	N	N	92.00
3.85	OFFICE DEPOT INC		PO BOX 660113		DALLAS	TX	75266-0113		Undetermined	Trade Payables	N	N	N	N	144.67
3.86	OPERATION TECHNOLOGY INC		17 GOODYEAR SUITE 100		IRVINE	CA	92618		Undetermined	Trade Payables	N	N	N	N	5,361.82
3.87	OPERATIONAL TECHNOLOGIES CORPO		4100 NW LOOP 410 STE 230		SAN ANTONIO	TX	78229-4253		Undetermined	Trade Payables	N	N	N	N	4,489.13
3.88	OSTERMAN PROPANE INC		1870 S WINTON RD STE 200		ROCHESTER	NY	14618		Undetermined	Trade Payables	N	N	N	N	3,012.36

In re: Zachry Engineering Corporation

Case No. 24-90379

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Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	Date incurred	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.80	PARAGON MICRO INC		PO BOX 75695		CHICAGO	IL	60677-5695		Undetermined	Trade Payables	N	N	N	N	179,813.34
3.90	PIERCE COMMUNICATIONS, INC		35 MAIN PLACE, SUITE 150		COUNCIL BLUFFS	IA	51503		Undetermined	Trade Payables	N	N	N	N	90.95
3.91	PLANT INTERSCAPES INC		6436 BABCOCK RD		SAN ANTONIO	TX	78249		Undetermined	Trade Payables	N	N	N	N	764.72
3.92	INDUSTRIE		3730 DACOMA STREET		HOUSTON	TX	77092-8906		Undetermined	Trade Payables	N	N	N	N	124,450.00
3.93	RF COMMUNICATIONS INC		PO BOX 2256		NAPERVILLE	IL	60567-2256		Undetermined	Trade Payables	N	N	N	N	90.00
3.94	RISA TECH INC		27442 PORTOLA PARKWAY		FOOTHILL RANCH	CA	92610		Undetermined	Trade Payables	N	N	N	N	9,275.85
3.95	ROCIO GALLEGOS		Address on File						Undetermined	Trade Payables	N	N	N	N	1,726.23
3.96	RVN INC		3110 BARRONS WAY		SUGAR LAND	TX	77479		Undetermined	Trade Payables	N	N	N	N	254,621.60
3.97	SGS NORTH AMERICA INC		6601 KIRKVILLE RD		EAST SYRACUSE	NY	13057		Undetermined	Trade Payables	N	N	N	N	375.00
3.98	SIMPLY SMART HOLDINGS LLC		PO BOX 99061		HOUSTON	TX	77281		Undetermined	Trade Payables	N	N	N	N	3,240.06
3.99	SKM SYSTEMS ANALYSIS INC		PO BOX 12123		ZEPHYR COVE	NV	89448		Undetermined	Trade Payables	N	N	N	N	1,400.00
3.100	SOUTHWESTERN BELL TELEPHONE CO		PO BOX 5019		CAROL STREAM	IL	60197		Undetermined	Trade Payables	N	N	N	N	870.35
3.101	STATE OF NEW JERSEY DEPARTMENT		PO BOX 929		TRENTON	NJ	08625-0929		Undetermined	Trade Payables	N	N	N	N	9.35
3.102	SYSTEM ONE HOLDINGS LLC		PO BOX 644722		PITTSBURGH	PA	15264-4722		Undetermined	Trade Payables	N	N	N	N	1,053,116.56
3.103	TECHNIP ENERGIES USA INC		11720 KATY FREEWAY		HOUSTON	TX	77079		Undetermined	Trade Payables	N	N	N	N	19,869.00
3.104	TERRACON CONSULTANTS INC		P.O. BOX 959673		ST LOUIS	MO	63195-9673		Undetermined	Trade Payables	N	N	N	N	11,150.00
3.105	THE SHERWIN WILLIAMS COMPANY		PO BOX 840943		DALLAS	TX	75284-0943		Undetermined	Trade Payables	N	N	N	N	870.54
3.106	THOMPSON SAFETY LLC		PO BOX 842365		DALLAS	TX	75284-2365		Undetermined	Trade Payables	N	N	N	N	227.95
3.107	THREE RIVERS MANUFACTURERS ASS		1615 W JEFFERSON STREET		JOLIET	IL	60435		Undetermined	Trade Payables	N	N	N	N	63.00
3.108	TOTAL COMMUNICATIONS INC		333 BURNHAM ST		EAST HARTFORD	CT	06108		Undetermined	Trade Payables	N	N	N	N	1,633.00
3.109	UE Properties, Inc.		PO Box 240130		San Antonio	TX	78224		Undetermined	Intercompany Payable	N	N	Y	N	22,707,916.74
3.110	ULINE SHIPPING SUPPLY UNITED MECHANICAL CORPORATION		980 W BETHEL RD		COPPELL	TX	75019		Undetermined	Trade Payables	N	N	N	N	1,314.25
3.111	VERIZON WIRELESS SERVICES LLC		2811 CENTRAL AVE		CHARLOTTE	NC	28205		Undetermined	Trade Payables	N	N	N	N	2,295.16
3.112	W B MASON CO INC		PO BOX 660108		DALLAS	TX	75266-0108		Undetermined	Trade Payables	N	N	N	N	924.32
3.113	W JOE SHAW LTD		PO BOX 981101		BOSTON	MA	02298		Undetermined	Trade Payables	N	N	N	N	1,399.85
3.114	WADDELL INC		PO BOX 1025		DEER PARK	TX	77536-1025		Undetermined	Trade Payables	N	N	N	N	750.00
3.115	WASTE CONNECTIONS OF NORTH CAR		1705 N KICKAPOO STR		LINCOLN	IL	62656		Undetermined	Trade Payables	N	N	N	N	231.19
3.116	WESCO DISTRIBUTION, INC		5516 ROZZELLES FERRY RD		CHARLOTTE	NC	28214		Undetermined	Trade Payables	N	N	N	N	396.94
3.117	WW GRANGER INC		PO BOX 802578		CHICAGO	IL	60680-2578		Undetermined	Trade Payables	N	N	N	N	923.21
3.118			DEPT 873484703		KANSAS CITY	MO	64141-6267		Undetermined	Trade Payables	N	N	N	N	175.78

In re: Zachry Engineering Corporation

Case No. 24-90379

Schedule E/F, Part 2

Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	Date incurred	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.119	XEROX CORPORATION		PO BOX 802555		CHICAGO	IL	60680		Undetermined	Trade Payables	N	N	N	N	20,727.19
3.120	XPRESS BUSINESS PRODUCT		PO BOX 430906		HOUSTON	TX	77243		Undetermined	Trade Payables	N	N	N	N	602.21
3.121	YARD MULE SPECIALISTS, INC.		8325 BROADWAY ST., SUITE 202		PEARLAND	TX	77581		Undetermined	Trade Payables	N	N	N	N	8,100.00
3.122	Zachry Engineering Corporation		255 E HEBRON STREET		CHARLOTTE	NC	28273-0130		Undetermined	Contract Labor	N	N	Y	N	735,516.30
3.123	Zachry High Voltage Solutions, LLC		PO Box 240130		San Antonio	TX	78224		Undetermined	Intercompany Payable	N	N	Y	N	2,675,141.21
3.124	ZEC New York, Inc.		PO Box 240130		San Antonio	TX	78224		Undetermined	Intercompany Payable	N	N	Y	N	832,560.44
												TOTAL:			29,412,052.44

In re: Zachry Engineering Corporation
Case No. 24-90379
Schedule G
Executory Contracts and Unexpired Leases

Line	Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	State what the contract or lease is for and the nature of the debtor's terms and conditions	State the term remaining, in days	List the contract number of any government contract
2.1	Abeinsa Abener Teyma General Partnership		3030 N Central Avenue Suite 808		Phoenix	AZ	85012		Purchase Order General Terms and Conditions	Undetermined	
2.2	ACH Food Company, Inc		6400 S. Archer Rd		Summit	IL	60501		Engineering Services Agreement	Undetermined	
2.3	AEP Texas Central Company		1 Riverside Plaza		Columbus	OH	43215		Real Property Lease No. TX-42-101	4 Month(s)	
2.4	Afton Chemical Corporation		512 Rudder Road		Fenton	MO	63026		Engineering Services Agreement for Construction Services	Undetermined	
2.5	Albemarle Corporation		4250 Congress Street	Suite 900	Charlotte	NC	28209		Master Professional Services Agreement	7/30/2026	
2.6	Ameren Illinois Company		PO BOX 88034		Chicago	IL	60680		Utility Contract 359527 1044 for Electric & Gas Engineering Services	Undetermined	
2.7	Anheuser-Busch, LLC		One Busch Place		St. Louis	MO	63118-1852		Master Agreement 4504617618 for Engineering Services	Undetermined	
2.8	Amnova Common Infrastructure, LLC		2004 Houston Center		Houston	TX	77007		Purchase Order 50097070 for the services of Pen Rector and supporting staff to provide EPC advisory services for the Amnova Brownsville LNG project.	Undetermined	
2.9	Archer-Daniels-Midland Company		77 W Wacker Dr #4600		Chicago	IL	60601		Engineering Services Agreement for Capital Expenditure Projects	Undetermined	
2.10	Aux Sable Liquid Products LP		6155 US-6		Morris	IL	60450		Master Consulting Services Agreement	Undetermined	
2.11	Basel USA, Inc.		1411 Opus Place	Suite 200	Downers Grove	IL	60515		Master Engineering Procurement, and Construction Management Contract MA-00272 2009	Undetermined	
2.12	BASF Corporation		100 Park Avenue		Floham Park	NJ	07932		Master Engineering and Professional Services Agreement	4/25/2026	
2.13	Beacon Engineering and Electric, Inc.		2131 South West Temple		Salt Lake City	UT	84115		Engineering Services Agreement	Undetermined	
2.14	Beaon Engineering and Electric, Inc.		2131 South West Temple		Salt Lake City	UT	84115		Proposal for Engineering Services	Undetermined	
2.15	Benedich, Inc.		2245 Sequoia Drive	Suite 300	Aurora	IL	60506		Employee Benefits: HSA, Standard PPO, & Enhanced PPO Medical	Undetermined	
2.16	Blue Cross and Blue Shield of Texas		P.O. Box 660044		Dallas	TX	75266-0044		Engineering Services Agreement	Undetermined	
2.17	BMZ Export Terminal Partners		527 Logwood		San Antonio	TX	78221		Agreement for Engineering and Related Professional Services	Undetermined	
2.18	BP Products North America Inc.		150 W. Warrenville Rd		Naperville	IL	60563		Engineering Services Agreement for Professional Construction Services	Undetermined	
2.19	Calpine Operating Services Company, Inc.		717 Texas Avenue		Houston	TX	77002		Engineering Services Agreement	Undetermined	
2.20	Cardinal Ethanol, LLC		1554 North 600E		Union City	IN	47390		CARGILL, INCORPORATED Agreement for Purchase of engineering or construction management Services	Undetermined	
2.21	Cargill, Incorporated		15407 McGinty Road West		Wayzata	MN	55391		Select Supplier Engineering Services Agreement to purchase engineering or construction management	Undetermined	
2.22	Cargill, Incorporated		15407 McGinty Road West		Wayzata	MN	55391-2399		Blanket Agreement CPC-16091 for Design Engineering and Drafting Services	Undetermined	
2.23	Chevron Phillips Chemical Company LP		10001 Six Pines Drive		The Woodlands	TX	77380		Employee Benefits: Business Travel Medical Contract 2013-158 For Engineering For Oil Pipe Installation At Combustion Turbine Site For City Of Ames Electric Services	Undetermined	
2.24	Cigna Global Health Benefits		P.O. Box 15111		Wilmington	DE	19850		Department	Undetermined	
2.25	City of Ames, Iowa		PO Box 811		Ames	IA	500010		Contract 2013-216 to provide engineering services for Unit 8 Boiler Bottom Repairs for City of Ames	Undetermined	
2.26	City of Ames, Iowa		PO Box 811		Ames	IA	500010		Contract 2015-091 to provide engineering services for Units 7 and 8 Cooling Tower Replacement for City of Ames	Undetermined	
2.27	City of Ames, Iowa		PO Box 811		Ames	IA	500010		Contract 2016-150 to provide engineering services for Unit 7 Superheater, Furnace Wall and Dump Grate Replacement for City of Ames	Undetermined	
2.28	City of Ames, Iowa		PO Box 811		Ames	IA	500010		Engineering Services Agreement	Undetermined	
2.29	Class One Professionals, LLC		16430 New Ave.	Ste. B	Lemont	IL	60439			Undetermined	

In re: Zachry Engineering Corporation
Case No. 24-90379
Schedule G
Executory Contracts and Unexpired Leases

Line	Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	State what the contract or lease is for and the nature of the debtor's interest	State the term remaining, in days	List the contract number of any government contract
2.30	Columbia Texas Westchase II Office Properties, LLC		1717 McKimsey Avenue Suite 1900		Dallas	TX	75202		Real Property Lease No.: TX-17-L01	23 Month(s)	
2.31	Comcast		PO BOX 4089		Carol Stream	IL	60197-4089		Telecom Contract 8771.40.302.1795263	Undetermined	
2.32	CVS/Caremark		One CVS Drive		Woonsocket	RI	02895		Employee Benefits: Prescription Drugs for HSA, Standard PPO, & Enhanced PPO Medical	Undetermined	
2.33	Dean Snyder Construction		913 N. 14th St.		Clear Lake	IA	50428		Engineering Services Agreement	Undetermined	
2.34	DG Hydrogen LLC		PXX-5748	700 UNIVERSE BLVD	JUNO BEACH	FL	33408		Notated Terms and Conditions for Engineering Services	Undetermined	
2.35	Diamond Shamrock Refining Company, L.P.		6701 FM 119, HCR Box 36		Sunray	TX	789086		Multi-Site Engineering Services Agreement MCAP 10 ES 00001	Undetermined	
2.36	Duke Energy		PO BOX 1094		Charlotte	NC	28201		Utility Contract 9100 3480 3718 for Electric	Undetermined	
2.37	Duront Specialty Products USA, LLC		974 Centre Rd		Wilmington	DE	19805		Master Agreement MA-02652-16	Undetermined	
2.38	Dynco Nobel, Inc		2795 E. Cottonwood Parkway Suite 500		Salt Lake City	UT	84121		Purchase Agreement for Professional Services	Undetermined	
2.39	Dynco Nobel, Inc		6440 S Millrock Drive		Salt Lake City	UT	84121		Service Agreement DNA003964 for Various Services including Design and Drawings	2/23/2026	
2.40	E Energy/Adams, LLC		12328 East Aspen Road		Adams	NE	68301		Engineering Services Agreement for Reports and Drawings	Undetermined	
2.41	E. I. du Pont de Nemours and Company		974 Centre Road		Wilmington	DE	19805		Agreement MA-02652-16 for Engineering, Procurement, and Construction / Construction Management Services	Undetermined	
2.42	Eagle Creek Renewable Energy		293 Highway 740	CRP 735/1125-8	Badin	NC	28009		Terms and Conditions for Purchase Orders for Engineering Services	Undetermined	
2.43	Elk Creek Resources Corp.		7000 South Yosemite		Centennial	CO	80112		Engineering Services Agreement for Reports and Drawings	Undetermined	
2.44	Engle Resources LLC		1300 Post Oak Blvd. Ste 400	Suite 115	Houston	TX	77056		Utility Contract 210326415 for Electric	Undetermined	
2.45	Engle Resources LLC		1300 Post Oak Blvd. Ste 400		Houston	TX	77056		Utility Contract 2294338204 for Electric	Undetermined	
2.46	Engle Resources LLC		1300 Post Oak Blvd. Ste 400		Houston	TX	77056		Utility Contract 334281 9928 for Electric	Undetermined	
2.47	Engle Resources LLC		1300 Post Oak Blvd. Ste 400		Houston	TX	77056		Utility Contract 582005591 for Electric	Undetermined	
2.48	Evers Electric Inc.		311 Campbell Rd.		El Dorado	AR	71730		Engineering Services Agreement	Undetermined	
2.49	Evonik Corporation		299 Jefferson Road		Parsippany	NJ	07054		Agreement for Engineering & Staffing Services to provide professional consulting services	7/20/2024	
2.50	Executive Towers Illinois Realty Lp		Lb Unit 629 PO Box 4857		Portland	OR	97208		Real Property Lease No.: IL-03-L01	5 Month(s)	
2.51	ExxonMobil Global Services Company	Jim Tsai	22777 Springwoods Village Pkwy		Houston	TX	77389		Standard Procurement Agreement A2363749 for Downstream or Chemical Services with Incidental Goods	Undetermined	
2.52	Fairway Methanol LLC		9502 Bayport Blvd		Pasadena	TX	77507		Engineering and Procurement Services Agreement CW2297043 to provide Detailed Engineering services.	Undetermined	
2.53	Flint Hills Resources, LP, et al.		4111 East 37th Street North		Wichita	KS	67220		Service Agreement 6395 for Engineering Work	Undetermined	
2.54	Hammond 4531 Columbia, LLC		One West Ave		Larchmont	NY	10538		Real Property Lease No.: IN-03-L01	8 Month(s)	
2.55	Hartford Life & Accident Insurance Company		P.O. Box 2999	Attn: Benefit Management Services, Group Life Claim Dept.	Hartford	CT	06104-2999		Employee Benefits: Business Travel Accident	Undetermined	
2.56	Hebron Road Holdings		1015 East Westinghouse Blvd		Charlotte	NC	28273		Real Property Lease No.: NC-03-001 for property at 255 Hebron Rd Charlotte NC	20 Month(s)	
2.57	Hemlock Semiconductor Operations LLC		12334 Geddes Rd.		Hemlock	MI	48626		Services Purchase Agreement 100567	2/28/2026	
2.58	Holly Refining & Marketing - Tulsa LLC	Frankie Gregory	1505 W 17th St.		Tulsa	OK	74107		Master Professional Services Agreement TU11098	Undetermined	
2.59	Honeywell International Inc.	Robert C. Koontz	5525 Hwy 3115		Geismar	LA	70776		Master Service Agreement Related to Specialty Materials	Undetermined	

In re: Zachry Engineering Corporation
Case No. 24-90379
Schedule G
Executory Contracts and Unexpired Leases

Line	Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	State what the contract or lease is for and the nature of the debtor's interest	State the term remaining, in days	List the contract number of any government contract
2.60	Innophos, Inc.	Jo Dumas	10810 Hwy 75		Geismar	LA	70734		Professional Services Agreement for Engineering, Procurement, and Construction Management	Undetermined	
2.61	Innophos, Inc.		259 Prospect Plains Road	Building A	Cranbury	NJ	08512		Services Agreement for Engineering Services	Undetermined	
2.62	Insurance Cost Sharing Agreement Parties								Insurance Cost Sharing Agreement	Undetermined	
2.63	JAX Engineering, Inc.		9124 Dove Ct		Benbrook	TX	76126		Engineering Services Agreement	Undetermined	
2.64	JVC Industrial Companies, Ltd.		4040 Red Bluff Road		Pasadena	TX	77503		Engineering Services Agreement to Deliver Reports and Drawings	Undetermined	
2.65	JVC Fabrication, LLC		3741 Red Bluff Rd	Suite 200	Pasadena	TX	77503		Services Agreement 545973	Undetermined	
2.66	Kimberly-Clark Corporation		2100 Winchester Road		Neenah	WI	54956		Blanket Engineering Services Contract 013-9590-06	Undetermined	
2.67	KPK Engineering and Consulting, LLC		3205 Longwood Lane	Suite 210	Aurora	IL	60502		Engineering Services Agreement	Undetermined	
2.68	Kraft Heinz Foods Company		200 E. Randolph Street	Chicago	Chicago	IL	60601		Engineering Services Agreement	11/3/2024	
2.69	LenzaJet, Inc.		520 Lake Cu Rd	SUITE 680	DEERFIELD	IL	60015		Master Agreement For Professional Services Consultant Agreement for Engineering and Field Services	Undetermined	
2.70	Linde North America, Inc.		200 Somerset Corporate Blvd.	Suite 7000	Bridgewater	NJ	08807		Master Engineering Procurement, and Construction Management Contract MA-00272	Undetermined	
2.71	Lyondell Chemical Company	Equistar Chemicals, LP	1221 McKinney Street		Houston	TX	77010		Engineering Services Agreement	Undetermined	
2.72	Lyons Pinner Electric Companies		650 E. Elm Ave		LaGrange	IL	60525			Undetermined	
2.73	Madison Industrial Services Team, Ltd.		3741 Red Bluff Road		Pasadena	TX	77503		Service Agreement Engineering Services	Undetermined	
2.74	MECS, INC.		14522 South Outer Forty Road		Chesterfield	MO	63017		Non-disclosure of MECS confidential property Employee Benefits: Critical Illness, Hospital Indemnity, & Accident Insurance	8/10/2027	
2.75	MeLife		200 Park Avenue		New York	NY	10168		Employee Benefits: Enhanced & Standard Dental	Undetermined	
2.76	MeLife Dental		P. O. Box 981282		El Paso	TX	79998-1282		Employee Benefits: Group Vision	Undetermined	
2.77	MeLife Vision		P. O. Box 385018		Birmingham	AL	35238-5018		Engineering Services Agreement	Undetermined	
2.78	Mid States Electric		1658 Hwy 20		Lawton	IA	51030		Contract 53390A-E0001 for E&I Engineering Work	Undetermined	
2.79	Mitsubishi Heavy Industries America, Inc.		20 Greenway Plaza	Suite 600	Houston	TX	77046		Services Agreement for Engineering Services Engineering Services Continuing Service Agreement	Undetermined	
2.80	Monsanto Company		800 North Lindbergh Boulevard		St. Louis	MO	63167		Master Professional Technical Services Agreement MPTS-006-MEPUEFS	Undetermined	
2.81	Municipal Electric Authority of Georgia		1470 Riveridge Pkwy NW		Atlanta	GA	30328-4640		Engineering Services Agreement	Undetermined	
2.82	Murphy Exploration & Production Company	Murphy Oil Corporation	9805 Katy Freeway Suite G-200		Houston	TX	77024		Engineering Services Agreement	Undetermined	
2.83	Natureworks LLC		15305 Minnetonka Blvd.		Minnetonka	MN	55345		Front End Engineering Design Services Agreement 45952472	Undetermined	
2.84	Net Power, LLC		404 Hunt Street	Ste 410	Durham	NC	27701		Services Agreement SA_Zachry Engineering, 20210920_WA_A	Undetermined	
2.85	Nouryon Chemicals LLC		100 Matsonford Road	Building 5, Suite 550	Rador	PA	19807		Engineering and Procurement Services Agreement to provide Detailed Engineering services.	Undetermined	
2.86	Nouryon Functional Chemicals LLC		100 Matsonford Road	Building 1, Suite 500	Rador	PA	19807		Engineering Services Agreement for Engineering, Procurement, and Construction Management Services Agreement	Undetermined	
2.87	Nouryon Functional Chemicals LLC		100 Matsonford Road	Building 1, Suite 500	Rador	PA	19807		Engineering Services Agreement to Provide Drawing, Specifications, and Other Engineering Documents	Undetermined	
2.88	Nouryon Pulp & Performance		1501 Brookfield Avenue		Howard	WI	54313		Engineering, Procurement, and Construction Management Services Agreement	Undetermined	
2.89	Nouryon Surface Chemistry LLC		100 Matsonford Road	Building 1, Suite 500	Rador	PA	19807		Service Agreement 45550862708 for General Design and Engineering Services	Undetermined	
2.90	Nouryon Surface Chemistry		15200 Alameda Rd		Houston	TX	77053			Undetermined	
2.91	Novozymes Blair, Inc.		600 S. 1st Street		Blair	NE	68008			Undetermined	

In re: Zachry Engineering Corporation
Case No. 24-90379
Schedule G
Executory Contracts and Unexpired Leases

Line	Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Country	State what the contract or lease is for and the nature of the debtor's interest	State the term remaining, in days	List the contract number of any government contract
2.92	Novozymes Blair, Inc.		600 S. 1st Street		Blair	NE	68008		Services Agreement re: Proposal 4551042323 for Design and Engineering Services	Undetermined	
2.93	Novozymes Blair, Inc.		600 S. 1st Street		Blair	NE	68008		Services Agreement re: Proposal 4551048855 for Design and Engineering Services	Undetermined	
2.94	Nuovo Pignone S.r.l.	c/o Baker Hughes Company	575 N. Dairy Ashford Rd., Suite 100		Houston	TX	77079-1121		Purchase Order 440614403 for Indirect Supplies	Undetermined	
2.95	Nuovo Pignone S.r.l.	c/o Baker Hughes Company	575 N. Dairy Ashford Rd., Suite 100		Houston	TX	77079-1121		Purchase Order 440667173 for Performance of Various Services including Feed 1 Study and Development of Estimates	Undetermined	
2.96	Nuovo Pignone S.r.l.	c/o Baker Hughes Company	575 N. Dairy Ashford Rd., Suite 100		Houston	TX	77079-1121		Purchase Order 440669844 for Performance of Various Services including Feed 1 Study and Development of Estimates	Undetermined	
2.97	Occidental Chemical Corporation		14555 Dallas Parkway	Ste 400	Dallas	TX	75254		Master Services Agreement Zachry 2020-0001 for Construction Services	Undetermined	
2.98	Omaha Public Power District		444 S. 16th ST. MALL		OMAHA	NE	68102		Omaha Public Power District General Terms and Conditions for Services	Undetermined	
2.99	Pacific West, LLC		1515 W 2200 South #C		Salt Lake City	UT	84119		Engineering Services Agreement for Union Pacific Railroad Project	Undetermined	
2.100	Pan-American Life		PO Box 981644		El Paso	TX	79998-1644		Employee Benefits: Basic Medical Scope of Work Agreement 66731-1-EPC-CAP for Engineering, Design Work, Energy, and Chemical Services	Undetermined	
2.101	Phillips 66 Company		PO Box 9000		Barlesville	OK	74005		Master Engineering and Engineering Consulting Services Agreement CW2333701 with General Procurement Addendum	Undetermined	
2.102	Phillips 66 Company		Research Center 17591 State Highway 123		Barlesville	OK	74003		Engineering Services Agreement for Union Pacific Railroad Project	Undetermined	
2.103	Power Technology Inc.		1602 Guild Road		Woodland	WA	98674		Professional Services Agreement for Professional Multi-Disciplinary Engineering Services	Undetermined	
2.104	PVS Chemicals, Inc.		10900 Harper Avenue		Detroit	MI	48213		Engineering Services Agreement	Undetermined	
2.105	Rosenhouse		1600 23rd		Columbus	NE	68601		Real Property Lease No. IL-04-L01	26 Month(s)	
2.106	Rosenhouse		201 S State St		Champaign	IL	61820		Engineering Services Agreement	Undetermined	
2.107	Sibelco North America, Inc.		3426 Torrington Way	Suite 106	Charlotte	NC	28277		Master Service Agreement for Construction Services	9/1/2024	
2.108	Sibelco North America, Inc.		3426 Torrington Way	Suite 106	Charlotte	NC	28277		Engineering Services Agreement	Undetermined	
2.109	Siemens Energy, Inc.		4400 Alafaya Trail		Orlando	FL	32826		Engineering Services Agreement	Undetermined	
2.110	SK Siltron CSS		5300 11 Mile Rd		Auburn	MI	48611		Engineering Services Agreement	Undetermined	
2.111	Solar of Alamosa		1674 Meridian Avenue	Suite 420	Miami Beach	GL	33139		Master Agreement 17-53355-M-SCS for Consulting Services	Undetermined	
2.112	Southern Company Services, Inc.		30 Van Allen Jr. Blvd. NW		Atlanta	GA	30308		Professional Services Agreement for Engineering Services	Undetermined	
2.113	Stegan Company		1101 Skokie Blvd Suite 500		Northbrook	IL	60062		Engineering and Construction Management	Undetermined	
2.114	Stegan Company		1135 Skokie Blvd		Northbrook	IL	60062		Engineering Services Agreement	Undetermined	
2.115	Strobel Energy Group LLC		106 S. Green St		Clarks	NE	68628		Agreement between Company and Engineer for Development of a FEED Study for project in Columbus, Nebraska	Undetermined	
2.116	Strobel Energy Group LLC		106 South Green Street		Clarks	NE	68628		Professional Services Agreement TG-000998	3/26/2029	
2.117	TALL GRASS MLP OPERATIONS, LLC		370 Van Gordon St.		Lakewood	CO	80228		Tax Sharing Agreement	Undetermined	
2.118	Tax Sharing Agreement Parties		2115 East Bell Line Road		Carrollton	TX	75006		Engineering Services Agreement	Undetermined	
2.119	Teadate Foods, Inc.		1007 Market Street		Wilmington	DE	19899		Professional Services Master Agreement MA-00658-20	Undetermined	
2.120	The Chemours Company FC, LLC		19 East Chocolate Avenue		Hershey	PA	17033-0810		Master Services Agreement CW1971826	4/25/2025	
2.121	The Hershey Company		29400 Lakeland Boulevard		Wickliffe	OH	44092		Engineering Services Agreement G-1853971	Undetermined	
2.122	The Lubrizol Corporation										

In re: Zachry Engineering Corporation
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2. 123	The Standard		1100 SW 6th Avenue		Portland	OR	97204-1093		Employee Benefits: Basic & Voluntary Term Life, AD&D, Short-Term Disability and Long-Term Disability	Undetermined	
2. 124	Ticona Polymers Inc	Robert Saenz	5738 Co Rd 4		Bishop	TX	78343		Engineering Services Agreement CW289201 to Perform Preliminary Design and Engineering	Undetermined	
2. 125	Trical Commercial Investments, LLC		4100 Del Rey Avenue		Marina Del Rey	CA	90292		Real Property Lease No. TX-41-L01 for property at 3737-3743 Red Bluff Road Pasadena, TX	28 Month(s)	
2. 126	Tri-Point Construction	David Barth	562 Kingwood Dr	Ste. 9	Kingwood	TX	77339		Professional Services Agreement for Engineering Services	Undetermined	
2. 127	Ultramar Inc.		2402 East Anaheim		Wilmington	CA	90744		Multi-Site Engineering Services Agreement MCAP 10 ES.00001	Undetermined	
2. 128	United States Gypsum Company	Larry Lavole	550 West Adams Street		Chicago	IL	60661		Engineering Contract for Continuing Engineering Services	Undetermined	
2. 129	Valero Port Arthur Refinery		1801 South Gulfway Drive		Port Arthur	TX	77640		Multi-Site Engineering Services Agreement MCAP 10 ES.00001	Undetermined	
2. 130	Valero Refining - New Orleans, L.L.C.		14802 River Road		Norco	LA	70079		Multi-Site Engineering Services Agreement MCAP 10 ES.00001	Undetermined	
2. 131	Valero Refining - Texas L.P.		1301 Loop 197 South		Texas City	TX	77590		Multi-Site Engineering Services Agreement MCAP 10 ES.00001	Undetermined	
2. 132	Valero Refining Company - Oklahoma		Hwy. 142 Bypass and East Cameron Road		Ardmore	OK	73401		Multi-Site Engineering Services Agreement MCAP 10 ES.00001	Undetermined	
2. 133	Valero Refining Company - Tennessee, L.L.C.		543 West Mallory		Memphis	TN	38109		Multi-Site Engineering Services Agreement MCAP 10 ES.00001	Undetermined	
2. 134	Valero Refining Company-California		3400 East 2nd St.		Benicia	CA	94510-1097		Multi-Site Engineering Services Agreement MCAP 10 ES.00001	Undetermined	
2. 135	Valero Refining Company-New Jersey		800 Billingsport Rd.		Paulsboro	NJ	08066		Multi-Site Engineering Services Agreement MCAP 10 ES.00001	Undetermined	
2. 136	Valero Renewable Fuels Company,		One Valero Way		San Antonio	TX	78249-1112		Engineering Services Agreement AF09ES8201-00	Undetermined	
2. 137	Valero Services, Inc		One Valero Way		San Antonio	TX	78249-1112		Multi-Site Engineering Services Agreement MCAP 10 ES.00001	Undetermined	
2. 138	Valero Terminaling and Distribution Company		One Valero Way		San Antonio	TX	78249-1112		Engineering and Procurement Services Agreement VT09ES7815-00	Undetermined	
2. 139	Waste Connections of North Carolina		One Valero Way		San Antonio	TX	78249-1112		Utility Contract 6111-375777-001 for Garbage	Undetermined	
2. 140	Westplex Limited Partnership II		5516 Rozzelles Ferry Rd		Charlotte	NC	28214		Real Property Lease No. NE-01-L01	4 Month(s)	
2. 141	Xerox Corporation		1570 West Center Road	100 N.E. Loop 410, Suite 1200	Omaha	NE	68130		Lease agreement 7185164 for various products from Xerox	Undetermined	
2. 142	Xerox Corporation		One International Centre	100 N.E. Loop 410, Suite 1200	San Antonio	TX	78216		Lease agreement 72771000 for various products from Xerox	Undetermined	
2. 143	Zachry Holdings, Inc.		One International Centre	100 N.E. Loop 410, Suite 1200	San Antonio	TX	78216		Employee Benefits: Employee Assistance Program	Undetermined	
2. 143	Zachry Holdings, Inc.		P.O. Box 240130		San Antonio	TX	78224-0130			Undetermined	

Tab 3

24-90377 ECF No. 534

**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)
	)	

**STATEMENT OF FINANCIAL AFFAIRS FOR
ZACHRY ENGINEERING CORPORATION CASE NO. 24-90379 (MI)**

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 number are listed in the Debtors' proposed claims and noticing agent at <https://veritaglobal.net/zhi>. These chapter 11 cases is: P.O. Box 240130, San Antonio, Texas 78224.



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

In re:

ZACHRY HOLDINGS, INC., *et al.*¹

Debtors.

Chapter 11

Case No. 24-90377 (MI)

(Jointly Administered)

**GLOBAL NOTES, METHODOLOGY, AND SPECIFIC
DISCLOSURES REGARDING THE DEBTORS' SCHEDULES OF
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

INTRODUCTION

Zachry Holdings, Inc. (“**Zachry**”) and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), with the assistance of their advisors, have filed their respective Schedules of Assets and Liabilities (the “**Schedules**”) and Statements of Financial Affairs (the “**Statements**”) with the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”), pursuant to section 521 of title 11 of the United States Code (the “**Bankruptcy Code**”) and rule 1007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

These *Global Notes, Methodology, and Specific Disclosures Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs* (the “**Global Notes**”) pertain to, are incorporated by reference in, and comprise an integral part of each of the Debtors' Schedules and Statements. The Global Notes should be referred to, considered, and reviewed in connection with any review of the Schedules and Statements.

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“**GAAP**”), nor are they intended to be fully reconciled with the financial statements of each Debtor. Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment and reflects the Debtors’ commercially reasonable efforts to report the assets and liabilities of each Debtor on an unconsolidated basis. The Schedules and Statements and Global Notes should not be relied upon by any persons for information relating to current or future financial conditions, events, or performances of the Debtors.

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' proposed claims and noticing agent at <https://veritaglobal.net/zhi>. The location of the Debtors' service address in these chapter 11 cases is: P.O. Box 240130, San Antonio, Texas 78224.

Although the Debtors' management has made reasonable efforts to ensure that the Schedules and Statements are as accurate and complete as possible under the circumstances, based on information available at the time of preparation, subsequent information or discovery may result in material changes to these Schedules and Statements, and inadvertent errors, inaccuracies, or omissions may have occurred. Notwithstanding any subsequent information or discovery, the Debtors and their agents, attorneys, and financial advisors do not undertake any obligation to update, modify, revise, or re-categorize the information provided herein, or to notify any third party should the information be updated, modified, revised, or re-categorized. In no event shall the Debtors or their agents, attorneys, and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business, or lost profits), whether foreseeable or unforeseeable and however caused, even if the Debtors or their agents, attorneys, and financial advisors are advised of the possibility of such damages.

Mr. Mohsin Y. Meghji, in his capacity as the Chief Restructuring Officer of the Debtors, is an authorized signatory for each of the Debtors and has signed each of the Schedules and Statements. In reviewing and signing the Schedules and Statements, Mr. Meghji necessarily has relied upon the efforts, statements, and representations of various personnel employed by the Debtors and the Debtors' proposed advisors. Mr. Meghji has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and Statements, including statements and representations concerning amounts owed to creditors, classification of such amounts, and creditor addresses.

Disclosure of information in one or more Schedules, Statements, or exhibits or attachments to the Schedules or Statements, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedules, Statements, exhibits, or attachments. In the event that the Schedules or Statements differ from any of the Global Notes, the Global Notes shall control.

GLOBAL NOTES AND OVERVIEW OF METHODOLOGY

1. **Reservation of Rights.** Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may exist. The Debtors reserve all rights to: (i) amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to the description, designation, or Debtor against which any claim (each, a "**Claim**")² is asserted; (ii) dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; (iii) subsequently designate any Claim as "disputed," "contingent," or "unliquidated;" or (iv) object to the extent, validity, enforceability, priority or avoidability of any Claim. Any failure to designate a Claim in the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such Claim or amount is not "disputed," "contingent," or "unliquidated." Listing a Claim does not constitute an

² For the purposes of these Global Notes, the term "Claim" shall have the meaning as defined under section 101(5) of the Bankruptcy Code.

admission of liability by the Debtor against which the Claim is listed or against any of the Debtors. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to the Debtors' chapter 11 cases, including, without limitation, issues involving Claims, substantive consolidation, defenses, equitable subordination, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation or rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph. Notwithstanding the foregoing, the Debtors shall not be required to update the Schedules and Statements.

2. **Description of Cases and "As Of" Information Date.** On May 21, 2024 (the "**Petition Date**"), the Debtors each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On June 4, 2024, the United States Trustee for the Southern District of Texas appointed an official committee of unsecured creditors. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

On the Petition Date, the Court entered the *Order (I) Directing Joint Administration of Cases and (II) Waiving Requirements of Bankruptcy Code Section 345(c)(1) and Bankruptcy Rules 1005 and 2002(n)* [Docket No. 21] (the "**Joint Administration Order**"). The Joint Administration Order authorized the joint administration of the Debtors chapter 11 cases under lead case number 24-90377 for procedural purposes only. Accordingly, each Debtor has filed its own Schedules and Statements.

The asset and liability information provided herein represents asset and liability data of the Debtors as of April 30, 2024, except as otherwise noted. As noted below, the amounts of the Debtors' funded debt obligations and certain amounts related to the Debtors' requests for "first day" relief are represented as of the Petition Date.

3. **Net Book Value of Assets.** Unless otherwise indicated, the Debtors' Schedules and Statements reflect net book values as April 30, 2024. The book values of certain assets may materially differ from their fair market values or other measures of value. For the avoidance of doubt, nothing contained in the Schedules and Statements is indicative of the Debtors' enterprise value or the amount a third party might be willing to pay in connection with any asset disposition.

For financial reporting purposes, Zachry prepares consolidated financial statements. Unlike Zachry's consolidated financial statements, these Schedules and Statements, except as indicated herein, reflect the assets and liabilities of each Debtor and do not include the assets and liabilities of certain of Zachry's non-Debtor affiliates, as well as do not include certain eliminations and re-classifications. Accordingly, combining the assets and Claims set forth in the Schedules and Statements of the Debtors would result in amounts that would be substantially different from financial information for Zachry and its respective consolidated subsidiaries.

Book values of assets generally do not reflect the current performance of the assets and may differ materially from the actual value and/or performance of the underlying assets. Additionally, because the book values of assets may materially differ from their fair market values, a number of assets have undetermined values as of May 21, 2024, and are listed accordingly. Furthermore, assets that have been fully depreciated or fully amortized, or were expensed for GAAP accounting purposes, have no net book value and are therefore not included in the Schedules and Statements, or are included with an “undetermined” or “not applicable” value.

4. **Estimates and Assumptions.** The preparation of the Schedules and Statements required the Debtors to make certain estimates and assumptions that affected the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported amounts of revenues and expenses. Actual results could differ materially from these estimates. Further, certain immaterial assets and liabilities may have been excluded from the Schedules and Statements. The Debtors reserve all rights to amend the reported amounts of assets and liabilities to reflect changes in those estimates or assumptions.
5. **Recharacterization.** The Debtors have made reasonable efforts to properly characterize, classify, categorize, or designate certain Claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. However, the Debtors may nevertheless have improperly characterized, classified, categorized, designated, or omitted certain items due to the complexity and size of the Debtors’ businesses. Accordingly, the Debtors reserve their rights to recharacterize, reclassify, recategorize, redesignate, add, or delete items reported in the Schedules and Statements at a later time as is necessary or appropriate.
6. **Liabilities.** The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available the allocation of liabilities between the prepetition and postpetition periods may change. Accordingly, the Debtors reserve all of their rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary or appropriate.

The liabilities listed on the Schedules do not reflect a complete analysis of Claims rights to be treated as an administrative claim under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors reserve all of their rights to dispute or challenge the validity of any asserted administrative Claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor’s Claim.

7. **Excluded Assets and Liabilities.** The Debtors have excluded book values for certain categories of assets and liabilities from the Schedules and Statements, including, without limitation, accrued salaries, employee benefit accruals, tax accruals, and assets with a net book value of zero. For confidentiality reasons, the Debtors have not listed individual customer accounts receivable information or individual retention agreements for

participants in the Debtors' prepetition employee retention programs. However, any payments made to "insiders," as such term is defined in section 101(31) of the Bankruptcy Code, on account of prepetition retention programs are listed in the Schedules and Statements subject to the reservations regarding insider designations below. In addition, certain immaterial assets and liabilities may have been excluded.

8. **Insiders.** For purposes of the Schedules and Statements, the Debtors defined "insiders" as such term is defined in section 101(31) of the Bankruptcy Code. However, parties referenced as "insiders" have been included for informational purposes only and the designation of a party as an "insider" in the Schedules and Statements shall not constitute an admission that such parties are insiders for purposes of section 101(31) of the Bankruptcy Code or that such parties were insiders at the time the applicable payment or transfer listed on the Schedules and Statements was made or incurred. The Debtors have attempted to identify parties who could properly be considered "insiders" at any point during the applicable periods identified in the Schedules and Statements. The Debtors were inclusive in their interpretation of what may constitute an "insider." However, the Debtors do not take any position with respect to: (a) any referenced insider's influence over the control of the Debtors; (b) the management responsibilities or functions of any referenced insider; (c) the decision making or corporate authority of any referenced insider; or (d) whether the Debtors or any referenced insider could successfully argue that such party is not an "insider" under applicable law or with respect to any theories of liability or for any other purpose.
9. **Intellectual Property Rights.** Exclusion of any intellectual property shall not be construed as an admission that such intellectual property rights have been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction.
10. **Umbrella/Master Agreements.** Certain contracts and/or leases listed in the Schedules and Statements may be umbrella or master agreements that cover relationships with some or all of the Debtors across multiple of the Debtors' projects. Where relevant, such agreements have been listed in the Schedules and Statements of the Debtor entity that signed the original umbrella or master agreement. Other Debtors, however, may be liable together with such Debtor on account of such agreements and the Debtors reserve all rights to amend the Schedules and Statements to reflect changes regarding the liability of the Debtors with respect to such agreements, if appropriate. None of these umbrella or master agreements listed in the Schedules and Statements reflect any decision by the Debtors as to whether or not such agreements are executory in nature. The Debtors expressly reserve their rights to challenge whether any such umbrella or master agreement and respective sub-agreements under such umbrella or master agreements (i.e., purchase orders) constitute an executory contract, a single or integrated contract or agreement, multiple contracts or agreements, or severable or separate contracts or agreements.
11. **Executory Contracts.** Although efforts have been made to accurately reflect each Debtor's executory contracts in the Schedules and Statements, inadvertent errors or omission may have occurred. Certain information, such as the contact information of the

counterparty, may not be included where such information could not be obtained using reasonable efforts. Listing a contract or agreement in the Schedules and Statements does not constitute an admission that such contract or agreement (a) is an executory contract, (b) was in effect on the Petition Date, (c) is valid or enforceable, or (d) is a single integrated agreement or made up of multiple several agreements. The Debtors do not make, and specifically disclaim, any representation or warranty as to the completeness or accuracy of the information set forth on Schedule G.

Although the Debtors made diligent attempts to attribute each executory contract to the correct Debtor, the Debtors may have inadvertently failed to do so. Certain confidentiality and non-compete agreements may not be listed on Schedule G. The contracts and agreements listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments and other documents that may not be listed despite the Debtors' use of reasonable efforts to identify such documents. Certain of the contracts and agreements listed on Schedule G may also consist of several parts, including purchase orders, letters, and other documents that may not be listed on Schedule G or that may be listed as a single entry. Unless otherwise specified on Schedule G, each executory contract listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, purchase orders, statements of work, requests for service, or other agreements made directly or indirectly. Certain purchase orders issued without a governing Master Service Agreement, Purchase Order Terms and Conditions document, or any similar agreement or document otherwise, may be inadvertently omitted on Schedule G despite the Debtors' use of reasonable efforts to identify such contracts. The Debtors expressly reserve their rights to challenge whether such related materials constitute an executory contract, a single or integrated contract or agreement, multiple contracts or agreements, or severable or separate contracts or agreements.

The Debtors expressly reserve their rights, Claims, and causes of actions with respect to the executory contracts, including the right to dispute or challenge the characterization of any agreement on Schedule G as executory.

12. **Guarantees and Other Secondary Liability Claims.** The Debtors have made reasonable efforts to locate and identify guarantees and other secondary liability Claims (collectively, the "**Guarantees**") in the executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements to which any Debtor is a party. Where Guarantees have been identified, they have been included in the relevant Schedule for the Debtor or Debtors affected by such Guarantees. The Debtors have placed the Guarantees on Schedule H for both the primary obligor and the guarantor of the relevant obligation. It is possible that certain Guarantees embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements may have been inadvertently omitted. Additionally, failure to list any Guarantees in the Schedules and Statements, including in any future amendments to the Schedules and Statements, shall not affect the enforceability of any Guarantees not listed.

13. **Duplication.** Certain of the Debtors' assets, liabilities, and prepetition payments may properly be disclosed in multiple parts of the Statements and Schedules. To the extent these disclosures would be duplicative, the Debtors have determined to only list such assets, liabilities, and prepetition payments once.
14. **Classifications.** Listing (a) a Claim on Schedule D as "secured," (b) a Claim on Schedule E/F as "priority," (c) a Claim on Schedule E/F as "unsecured," or (d) a contract on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors that such claim is entitled to priority treatment, including under sections 503 and/or 507 of the Bankruptcy Code or a waiver of the Debtors' rights to re-characterize or reclassify such Claims or contracts or to setoff such Claims. For the avoidance of doubt, the Debtors reserve all rights to dispute the amount and/or the priority status of any claim on any basis at any time.
15. **Claims Description.** Schedules D and E/F permit each of the Debtors to designate a Claim as "disputed," "contingent," and/or "unliquidated." Any failure to designate a Claim on a given Debtor's Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by that Debtor that such amount is not "disputed," "contingent," or "unliquidated," or that such Claim is not subject to objection. The Debtors reserve all of their rights to dispute, or assert offsets or defenses to, any Claim reflected on their respective Schedules and Statements on any grounds, including liability or Classification.
16. **Causes of Action.** Despite their commercially reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third-parties as assets in the Schedules and Statements, including, without limitation, causes of actions arising under chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. The Debtors reserve all of their rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross claim, counterclaim, or recoupment and any Claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (collectively, "**Causes of Action**") they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any Claims or Causes of Action or in any way prejudice or impair the assertion of such Claims or Causes of Action.
17. **Summary of Significant Reporting Policies.** The following is a summary of significant reporting policies:
 - **Undetermined Amounts.** The description of an amount as "unknown," "TBD," or "undetermined" is not intended to reflect upon the materiality of such amount.

- Totals. All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.
 - Paid Claims. The Debtors were authorized to pay certain outstanding prepetition Claims pursuant to various orders entered by the Court. To the extent the Debtors pay or have paid any of the Claims listed in the Schedules and Statements pursuant to any orders entered by the Court, the Debtors reserve all of their rights to amend or supplement the Schedules and Statements or take other action as is necessary or appropriate to avoid over-payment of or duplicate payments for any such liabilities, including seeking satisfaction of such claims without further amendment to the Schedules and Statements.
 - Liens. Property and equipment listed in the Schedules and Statements is presented without consideration of any liens that may attach (or have attached) to such property and equipment.
18. **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.
19. **Intercompany Payables and Receivables.** The Debtors engage in certain intercompany transactions with other Debtor and non-Debtor affiliates. Intercompany receivable account balances are shown in Schedule A/B and intercompany liabilities are shown in Schedule E/F. Intercompany claims are generally reflected as receivables and payables in each Debtor's general ledger. Intercompany transactions are generally not settled by actual transfers of cash, but instead are reconciled and cleared monthly on a consolidated basis on the applicable Debtor's balance sheet.
20. **Inventories, Property, and Equipment.** Inventories consist of tools, materials and supplies. These inventories are listed at net book value. Inventories, property, and equipment are recorded at cost or at fair value at the date of acquisition in the case of certain previously acquired businesses. All inventories, property, and equipment are presented without consideration of any statutory or consensual liens.
21. **Other Leases.** The Debtors lease offices, equipment and facilities under certain lease agreements. These equipment and facilities leases are reported on Schedule G of each applicable Debtor.
22. **Effect of "First Day" Orders.** The Court has authorized the Debtors to pay various outstanding prepetition Claims including certain payments to employees, critical vendors, and taxing authorities. Where the Schedules and Statements list creditors and set forth the Debtors' scheduled amount of such Claims, such scheduled amounts are intended to reflect amounts owed as of the Petition Date, adjusted for any postpetition payments made on account of such Claims pursuant to the authority granted to the Debtors by the Court as of May 21, 2024. To the extent any further adjustments are necessary to account for any additional Court-authorized postpetition payments, such adjustments have not been

included in the Schedules and Statements unless otherwise noted on the applicable Schedule or Statement. Estimates of Claims set forth in the Schedules and Statements may not reflect assertions by the Debtors' creditors of a right to have such Claims paid or reclassified under the Bankruptcy Code or orders of the Court.

23. **Setoffs.** The Debtors periodically setoff certain obligations in the ordinary course of business. Such ordinary course setoffs can result from various items including, but not limited to, intercompany transactions, pricing discrepancies, returns, warranties, refunds, negotiations and/or disputes between Debtors and their customers regarding regulatory or governmental impositions costs incurred by Debtors, and other disputes between the Debtors and their customers and/or suppliers. These normal setoffs are consistent with the ordinary course of business in the Debtors' industry and can be particularly voluminous, making it unduly burdensome and costly for the Debtors to list such ordinary course setoffs. Therefore, although such setoffs and other similar rights may have been accounted for when scheduling certain amounts, these ordinary course setoffs are not independently accounted for, and as such, are or may be excluded from the Debtors' Schedules and Statements.
24. **Confidentiality.** There are instances within the Schedules and Statements where names, addresses, or amounts have been left blank. Due to the nature of an agreement between the Debtors and a third party, concerns of confidentiality, or concerns for the privacy of an individual, the Debtors may have deemed it appropriate and necessary to avoid listing such names, addresses, and amounts.

SPECIFIC DISCLOSURES WITH RESPECT TO THE DEBTORS' SCHEDULES

Schedules Summary. The Schedules do not purport to represent financial statements prepared in accordance with GAAP, nor are they intended to be fully reconciled with the Debtors' financial statements. Additionally, the Schedules contain unaudited information that is subject to further review and potential adjustment and reflect the Debtors' commercially reasonable efforts to report the assets and liabilities of each Debtor on an unconsolidated basis. Given, among other things, the uncertainty surrounding the collection and ownership of certain assets and the valuation and nature of certain liabilities, to the extent that a Debtor's Schedules or Statements show more assets than liabilities, it shall not constitute an admission that such applicable Debtor was solvent as of the Petition Date or at any time before the Petition Date. Likewise, to the extent a Debtor's Schedules and Statements show more liabilities than assets, it shall not constitute an admission that such applicable Debtor was insolvent as of the Petition Date or at any time before the Petition Date.

Claims of Third-Party Related Entities. Although the Debtors have made every effort to properly classify each Claim listed in the Schedules as being either disputed or undisputed, liquidated or unliquidated, and contingent or noncontingent, the Debtors have not been able to fully reconcile all payments made to certain third parties and their related entities on account of the Debtors' obligations to both such entity and its affiliates. Therefore, to the extent that the Debtors have classified their estimate of Claims of a creditor as disputed, all Claims of such creditor's affiliates listed in the Schedules and Statements shall similarly be considered as disputed, whether or not they are designated as such.

Schedule A/B, Parts 1– Cash and Cash Equivalents. The amounts represented in Schedule A/B, Part 1, Question 1 are as of the Petition Date.

Amount presented in Schedule A/B Part 1 exclude certain accounts related to the Debtors’ joint ventures (“**JV Accounts**”). The Debtors have an interest in the JV Accounts but do not maintain unilateral control over the funds deposited in them.

The Debtors’ failure to list any rights in real property on Schedule A/B should not be construed as a waiver of any such rights that may exist, whether known or unknown at this time.

Schedule A/B, Part 2 – Deposits and Prepayments. The Bankruptcy Court, pursuant to the *Order (I) Determining Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utilities from Discontinuing Service, (III) Establishing Procedures for Determining Adequate Assurance of Payment, and (IV) Granting Related Relief* [Docket No. 80], authorized the Debtors to provide adequate assurance of payment for future utility services. In addition, certain retainers or deposits reflect payments to professionals made by a certain Debtor entity, but may be subject to applicable allocation amongst the Debtors.

Certain reported prepaid or amortized assets are listed in accordance with the Debtors’ books and records. The amounts listed in Part 2 do not necessarily reflect assets the Debtors will be able to monetize. The amounts listed in Part 2 include, among other things, leases, temporary worker expenses, and other prepaid expenses.

In the ordinary course of the Debtors’ business, the Company prepays various items including insurance, software licenses, prepaid cards, etc. The various prepayments have been listed by the party holding the prepaid deposit or have been grouped to represent similar prepaid amounts. The prepaid balance generally represents the unamortized or remaining balance related to a contract or asset.

Schedule A/B, Part 3 – Accounts Receivable. Amounts listed are as of the Petition Date for the corresponding Debtor. The Debtors’ accounts receivable balance includes trade receivables, related party receivables, accrued receivables, retainage and other miscellaneous receivables all generated in the ordinary course of the Debtors’ business.

Schedule A/B, Part 4 – Investments.

The Debtors offer a supplemental non-qualified deferred compensation plan providing tax deferred income for certain employees (the “**Deferred Compensation Plan**”). For purposes of the Schedules, the Debtors have listed the value of investments historically related to funding of the Deferred Compensation Plan.

In the ordinary course of business, the Debtors maintain a defined contribution plan for the benefit of all eligible employees meeting the requirements of sections 401(a) and 401(k) of the Internal Revenue Code (the “**401(k) Plan**”). The Debtors remit certain withholdings from employees’ wages to the 401(k) Plan’s trustee and the contributions may be placed in a mix of investments,

including mutual funds. Because the Debtors have no ownership interest in the funds held in the 401(k) Plan these funds are not included in response to Part 4, question 14.

Ownership interests in subsidiaries, partnerships, and joint ventures have been listed in Schedule A/B, Part 4 with undetermined amounts because the fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from their net book value.

For purposes of the Schedules, the Debtors have listed the value of such ownership interests as undetermined because the fair market value of such stock or interests is dependent on numerous variables and factors and may differ significantly from the net book value.

Schedule A/B, Part 5 – Inventory, Excluding Agricultural Assets. The Debtors’ inventories consist of materials and supplies. These inventories are listed at net book value. On a monthly basis the Debtors perform informal inventories through intercompany billings and performs a physical inventory count. Each location having possession of the Debtors assets is provided a monthly invoice for the assets assigned to that location.

The Debtors are in possession of properties from certain vendors that may constitute consigned inventory. Such properties are not listed in Part 5, Question 21. For the avoidance of doubt, nothing in Part 5, Question 21 or in these Global Notes or the Statements shall constitute an admission or waiver with respect to the inventory’s status as consigned inventory or the legitimacy of any alleged lien rights asserted by any vendors with respect to the same.

In the ordinary course of business, the Debtors classify certain tools owned by third parties as inventory. The Debtors do not own such tools however, the Debtors have included these tools in its answer to Part 5, question 22.

In the ordinary course of business, the Debtors maintain records of all inventories purchased as of the date received (“**Receipt Date**”). For certain inventory, the Receipt Date reflects the date that the Debtors internally processed the delivery of the inventory, which may vary from the date the inventory is received. The Debtors have included all inventory responsive to Part 5, Question 25 using the Receipt Date as reflected in the Debtors’ systems. To determine the actual date received for all the inventory would be unduly burdensome and cost prohibitive.

Schedule A/B, Part 6 – Farming and Fishing-Related Assets. While the Debtors’ primary operations relate to the turnkey engineering, construction, maintenance, turnaround, and fabrication services, the Debtors maintain an interest in and own certain ancillary assets on a hunting property. For purposes of this schedule, the Debtors have presented all assets held at the Ojo de Agua hunting lease.

Schedule A/B, Part 7 – Office Furniture, Fixtures, and Equipment; and Collectibles. Dollar amounts are presented net of accumulated depreciation and other adjustments.

Collectibles are grouped into a single line-item containing the various sculptures and artwork owned by the Debtors.

Schedule A/B, Part 8 – Machinery, Equipment, and Vehicles. For those Debtors that own machinery, equipment and vehicles, dollar amounts are presented net of accumulated depreciation and other adjustments.

The Debtors own and lease various types of machinery, equipment, and vehicles that have been labeled as such. Both owned machinery, equipment, and vehicles as well as leased machinery, equipment, and vehicles accounted for as operating leases are included in the Schedules. Each owned or leased item is listed individually with identifying information, including internally generated asset identification number, description, and year (where applicable). Other machinery and equipment and tools/supplies have been grouped as “Other Machinery, Fixtures, and Equipment” and mats are grouped as a separate item as designated in the Debtors’ accounting system.

The Debtors lease equipment and facilities under various operating and capital lease agreements, the latter of which the Debtors have very few. These equipment leases are reported on Schedule A/B and Schedule G of each applicable Debtor.

Schedule A/B, Part 9 – Real Property. Real property (either leased or leasehold interests) is recorded at cost and depreciated (as appropriate) on a straight-line basis over the estimated useful lives of the assets.

For any Debtors that own real property or buildings and leasehold improvements, they are reported, except where otherwise noted, at net book value. The Debtors may have listed certain assets as real property when such assets are in fact personal property, or the Debtors may have listed certain assets as personal property when such assets are in fact real property. The Debtors reserve all of their rights to recategorize and/or recharacterize such asset holdings to the extent the Debtors determine that such holdings were improperly listed. Buildings and land improvements are listed on Schedule A/B, Part 9, independent of whether the real property to which the building or land improvement is connected is Debtor-owned property.

In addition, certain of the instruments reflected on Schedule A/B, Part 9 may contain renewal options, guarantees of payments, options to purchase, rights of first refusal, rights to lease additional lands, and other miscellaneous rights. Such rights, powers, duties, and obligations are not separately set forth on Schedule A/B, Part 9. The Debtors hereby expressly reserve the right to assert that any instrument listed on Schedule A/B, Part 9 is an executory contract within the meaning of section 365 of the Bankruptcy Code.

Schedule A/B, Part 10 – Intangibles and Intellectual Property. The Debtors review goodwill and other intangible assets having indefinite lives for impairment annually or when events or changes in circumstances indicate the carrying value of these assets might exceed their current fair values. The Debtors report intellectual property assets as undetermined value whenever applicable. For purposes of the Schedules, the Debtors have listed intangible assets and intellectual property only at entities for which these assets are recorded on their books. The exclusion of listing similar assets at additional Debtors should not be construed as an admission that other Debtors do not possess similar assets

Customer relationships include customer lists, mailing lists, and other compilations. Trade names include patents, copyrights, trademarks, and trade secrets. The Debtors do not have a recent available valuation of such intangibles and intellectual property and accordingly have listed the value of these items as undetermined or at their net book value in the Schedules.

Schedule A/B, Part 11 – All Other Assets. In the ordinary course of their businesses, the Debtors may have accrued, or may subsequently accrue, certain rights to counter-claims, cross-claims, setoffs, credits, rebates, or refunds with their customers and suppliers, or potential warranty claims against their suppliers. Additionally, certain of the Debtors may be party to pending litigation in which such Debtor has asserted, or may assert, Claims as a plaintiff or counter-claims and/or cross-claims as defendant.

Schedule D – Creditors Who Have Claims Secured by Property. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of liens. Detailed descriptions of the Debtors' prepetition debt structure and descriptions of collateral relating to the debt contained on Schedule D are contained in the *Declaration of Mohsin Y. Meghji In Support of Debtors' Petition and Requests for First Day Relief* [Docket No. 7] (the "**First Day Declaration**"). Certain of the Debtors are guarantors to the secured loans and letters of credit.

The Debtors have made every effort to identify the liens filed against the Debtors' assets, and/or related to any of its projects. However, given the turnover, the size of the business, and the tremendous use of subcontractors, some liens may have been inadvertently omitted. Further, the Debtors are reviewing whether such purported liens have been properly perfected and the Debtors' reserve any and all rights to dispute the validity, perfection, and amount of such liens included in Schedule D.

Except as otherwise agreed pursuant to a stipulation, agreed order, or other order entered by the Court, the Debtors reserve their right to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D of any Debtor. In certain circumstances, a Debtor may be a co-obligor or guarantor with respect to the scheduled Claims of other Debtors, and no Claim set forth on Schedule D of any Debtor is intended to acknowledge Claims of creditors that are otherwise satisfied or discharged by other entities. The descriptions provided on Schedule D are intended only as a summary. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of any liens. Nothing in Schedule D and/or the Global Notes shall be deemed a modification or interpretation of the terms of such agreements.

Except as specifically stated herein, parties that may hold security deposits have not been listed on Schedule D. The Debtors reserve all of their rights, Claims and Causes of Action with respect to Claims associated with any contracts and agreements listed on Schedule D or Schedule G, including the right to dispute or challenge the characterization or the structure of any transaction, document or instrument (including any intercompany agreement) related to a creditor's Claim.

Nothing herein shall be construed as an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors' right to recharacterize or reclassify such Claim or contract.

The Debtors have not included parties that may assert such Claims are secured through setoff rights or inchoate statutory lien rights on Schedule D.

Schedule E/F, Part 1 – Creditors with Priority Unsecured Claims.

Except as discussed herein, the Debtors have not listed on Schedule E/F any wage or wage-related obligations which the Debtors have been granted authority to pay pursuant to the *Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) to Continue Employee Benefits Programs and (II) Granting Related Relief* [Docket No. 56] (“**Wage Order**”).

Certain employees of the Debtors are guaranteed payment for accrued and unused paid time off (“**PTO**”) if they are terminated or resign from the Debtors. Other employees are not paid for accrued and unused PTO upon termination or resignation from the Debtors. Under the Wage Order, the Debtors are authorized to pay outstanding PTO upon termination of an employee to the extent required by applicable non-bankruptcy law. The Debtors estimate that the value of the total claims associated with accrued PTO pursuant is approximately \$10 million as of the Petition Date, which is subject to change. Out of abundance of caution, without limiting in anyway their rights under the Wage Order, the Debtors have listed in Schedule F the prepetition accrued PTO in excess of the statutory cap set forth in section 507(a)(4) of the Bankruptcy Code.

Pursuant to the *Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief* [Docket No. 48] (the “**Taxes Order**”), the Debtors have been granted the authority to pay certain tax liabilities that accrued prepetition. Accordingly, any priority unsecured Claim based upon prepetition tax accruals that have been paid pursuant to the Taxes Order are not listed on Schedule E/F. Certain of the tax Claims may be subject to on-going audits, and the Debtors are otherwise unable to determine with certainty the amount of many, if not all, of the tax Claims listed on Schedule E/F. Therefore, the Debtors have listed certain of these Claims as undetermined in amount, pending final resolution of on-going audits or outstanding issues. In addition, there may be other numerous contingent, unliquidated Claims from state taxing authorities, not all of which are listed.

The beneficiaries of the Debtors' Deferred Compensation Plan have been included in response to Schedule E/F Part 1. The Debtors have redacted the personal information of such individuals due to concerns for the confidentiality and privacy of the individuals.

The listing of a Claim on Schedule E/F, Part 1, does not constitute an admission by the Debtors that such Claim or any portion thereof is entitled to priority status.

Schedule E/F, Part 2 – Creditors with Non-Priority Unsecured Claims. The Debtors have made reasonable efforts to report all general unsecured Claims against the Debtors on Schedule E/F, Part 2 based upon the Debtors' existing books and records. The Claims of individual creditors for other things, products, goods, or services are listed as either the lower of the amounts invoiced

by the creditor or the amounts entered on the Debtors' books and records, and may not reflect credits or allowances due from such creditors to the Debtors. The Debtors reserve all rights with respect to any such credits and allowances including the right to assert Claims, objections and/or setoffs. The Claims listed on Schedule E/F, Part 2, arose or were incurred on various dates. In certain instances, the date on which a Claim arose is an open issue of fact. While reasonable efforts have been made, determining the date upon which each Claim in Schedule E/F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors do not list a date for every Claim listed on Schedule E/F.

Schedule E/F contains information regarding pending litigation involving the Debtors. In certain instances, the Debtor that is subject of the litigation is uncertain or undetermined. Where the named defendant is "Zachry Holdings, Inc." plus "et al.," the Debtors have listed such Claim on Schedule E/F of Zachry. However, to the extent that litigation involving a particular Debtor has been identified, information regarding that litigation is contained in Schedule E/F for that Debtor. The amounts for these potential Claims are listed as "undetermined" and are marked as contingent, unliquidated, and disputed in the Schedules and Statements.

Schedule G – Executory Contracts and Unexpired Leases. The businesses of the Debtors are complex. Although the Debtors' existing books, records, financial systems, and contracts management systems have been relied upon to identify and schedule executory contracts for each of the Debtors and commercially reasonable efforts have been made to ensure the accuracy of Schedule G, inadvertent errors, omissions, or overinclusion may have occurred. The Debtors reserve all of their rights to dispute the validity, status or enforceability of any contracts, agreements, or leases set forth on Schedule G and to amend or supplement such Schedule, as necessary. The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppels, certificates, letters, memoranda and other documents, instruments and agreements that may not be listed on Schedule G, despite the Debtors' use of reasonable efforts to identify such documents. In some cases, the same supplier or provider appears multiple times on Schedule G. This multiple listing is intended to reflect distinct agreements between the applicable Debtor and such supplier or provider. Certain of the real property leases listed on Schedule G may contain renewal options, guarantees of payments, options to purchase, rights of first refusal, rights to lease additional space and other miscellaneous rights. Such rights, powers, duties and obligations are not separately set forth on Schedule G. The presence of a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease.

In addition, the Debtors may have entered into various other types of agreements in the ordinary course of business, such as subordination, supplemental agreements, amendments/letter agreements, title agreements, and confidentiality agreements. Such documents may not be set forth on Schedule G. Certain of the contracts, agreements and leases listed on Schedule G may have been entered into by more than one of the Debtors. Further, the specific Debtor obligor to certain of the executory contracts could not be specifically ascertained in every circumstance. In such cases, the Debtors made their best efforts to determine the correct Debtors' Schedule G on which to list such executory contract or unexpired lease. Certain of the executory contracts may not have been memorialized and could be subject to dispute. Each unexpired lease listed in

Schedule G may include one or more ancillary documents, including but not limited to any underlying assignment and assumption agreements, amendments, supplements, full and partial assignments, renewals and partial releases.

While reasonable efforts have been made to ensure the accuracy of Schedule G, inadvertent errors or omissions may have occurred. Additionally, some relationships between the Debtors and certain counterparties are governed by a master services agreement, under which such counterparties also place work and purchase orders, which may be considered executory contracts. Disclosure of these purchase and work orders, however, is impracticable and unduly burdensome. Accordingly, to the extent the Debtors have determined to disclose non-confidential master services agreements in Schedule G, purchase and work orders placed thereunder have been omitted.

Schedule H – Co-Debtors. Although the Debtors have made every effort to ensure the accuracy of Schedule H, inadvertent errors, omissions, or inclusions may have occurred. The Debtors hereby reserve all rights to dispute the validity, status, and enforceability of any obligations set forth on Schedule H and to further amend or supplement such Schedule as necessary.

The Debtors further reserve all rights, claims, and causes of action with respect to the obligations listed on Schedule H, including the right to dispute or challenge the characterization or the structure of any transaction, document, or instrument related to a creditor's claim. The listing of a contract, guarantee, or other obligation on Schedule H shall not be deemed an admission that such obligation is binding, valid, or enforceable.

In the ordinary course of their business, the Debtors may be involved in pending or threatened litigation and Claims arising out of certain ordinary business transactions. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross Claims and counter-claims against other parties. Due to the volume of such Claims, and because all such Claims are contingent, unliquidated, and disputed, and listed elsewhere in the Schedules and Statements, such Claims have not been set forth individually on Schedule H.

Schedule H reflects Guarantees, if any, by various Debtors of obligations of related affiliates, or co-borrowings by various Debtors. The Debtors have made every effort to, but inadvertently may not have identified certain Guarantees that are embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and other such agreements. Certain of the Guarantees reflected on Schedule H, if any, may have expired or no longer be enforceable. Thus, the Debtors reserve their rights to amend Schedule H to the extent that additional Guarantees are identified or such Guarantees are discovered to have expired or are unenforceable, or to contest the validity or enforceability of the Guarantees in another filing.

SPECIFIC DISCLOSURES WITH RESPECT TO THE DEBTORS' STATEMENTS

Statements, Part 1, Question 1 – Gross Revenue From Business. The amount shown for year-to-date 2024 includes revenue from business for the period of January 1, 2024 to May 20, 2024.

Statements, Part 1, Question 2 – Non-Business Revenue. The amount shown for year-to-date 2024 includes non-business revenue for the period of January 1, 2024 to May 20, 2024, which

consists primarily of interest revenue from now-closed bank accounts. YTD Revenue is derived from the Debtors' unaudited Statements of Operations as of May 31, 2024 and are pro-rated to reflect the period of May 1, 2024 through May 20, 2024.

Statements, Part 2, Question 3 – Payments and Transfers to Certain Creditors Within 90 Days. The Debtors have made reasonable efforts to identify all disbursements made in the 90 days prepetition. Due to the complex nature of the Debtors' cash management system and system reporting limitation, the listed 90-day payments may not constitute an exhaustive list.

Payments to the Debtors' bankruptcy professionals for work related to the bankruptcy, debt consolidation or restructuring, payments to potential insiders, and payments on account of intercompany transactions are not included in the payments to creditors. Payments to the aforementioned parties are included in the following locations within the Statements: bankruptcy professionals (Statement 11), potential insiders (Statement 4), and intercompany transactions (Statement 4). The listing of any individual or entity as an insider does not constitute an admission or determination that any such individual is or is not an insider.

The dates set forth in the "Dates" column relate to one of the following: (a) the date of a wire transfer; (b) the date of an "ACH" payment; or (c) the check date. Disbursements made on account of multiple invoices may be reflected as a single payment.

Statements, Part 2, Question 4 – Payments to Insiders.

The Debtors' listing of individuals as "insiders" is subject to the methodology and reservations of rights described in paragraph 8 hereof. In the interest of disclosure, the Debtors have listed all payments during the applicable period to parties that may have qualified as an insider at any point during such period. Disclosed payments include payments to parties that may not have been an "insider" at the time of the payment because such party was subsequently terminated or otherwise ceased to be an insider, and, accordingly may not be considered an "insider" at the time certain of the listed payments were made.

Statements, Part 2, Question 5 – Repossessions, Foreclosures and Returns. The Debtors routinely return damaged, unsatisfactory or out-of-specification raw materials and other goods to vendors in the ordinary course of business. These ordinary course returns have not been listed in Statements Part 2, Question 5.

Statements, Part 2, Question 6 – Setoffs. For a discussion of setoffs incurred by the Debtors, refer to paragraph 23 of these Global Notes.

Statements, Part 3, Question 7 – Legal Actions or Assignments. The Debtors are party to certain pending litigation matters that the Debtors believed may have potential recoveries. The actual value of such litigation matters is contingent on their outcome. The Debtors routinely participate in administrative actions and appeals with state agencies in the ordinary course of their business and have identified those administrative actions that were pending within one year of the Petition Date.

Statements, Part 4, Question 9 – Certain Gifts and Charitable Contributions. The Debtors at their discretion may periodically match employees' donations to various charities. From January 1, 2024 to the Petition Date, the Debtors have not made any such matching donations.

Statements, Part 5, Question 10 – All Losses from Fire, Theft, or Other Casualty Within 1 Year Before Filing This Case. The Debtors have experienced losses of small hand tools and similar items due to, amongst other things, theft over the past year. However, these losses have not been reported or pursued through insurance claims, as they did not exceed the deductible amount of \$5,000 for hand tools.

Statements, Part 11, Question 21 – Property Held for Another. The Debtors are in possession of inventory from certain vendors that may constitute consigned inventory. For the avoidance of doubt, nothing in Part 5, Question 21 or in these Global Notes or the Statements shall constitute an admission or waiver with respect to the inventory's status as consigned inventory or the legitimacy of any alleged lien rights asserted by any vendors with respect to the same.

The Debtors withhold or retain certain funds from employees for payment to certain governmental authorities. These funds are held in trust for turnover to the applicable governmental authority. Given that the Debtors do not retain control of such funds and such funds are not considered property of the Debtors' estate, amounts of such funds have not been listed under Part 11 of the Statements.

The Debtors have on-site vending machines containing tools and parts owned by third-parties that workers can purchase during work. These items have not been included in the Statements.

The entries shown for JVIC Fabrication represent items that have been bought and supplied by customers and sent to the JVIC Fabrication facility for use in fabrication services for those customers.

Statements, Part 12, Questions 22-24 – Details about Environmental Information. Certain Debtors have, in the last ten years, reported releases of material to the relevant government agencies. The Debtors do not believe the releases are significant or include hazardous material, as applicable. The inclusion of the releases in response to Part 12, Question 24 does not constitute an admission of liability by the Debtor or that the material released constitutes hazardous material under applicable environmental law.

Statements, Part 13, Question 25 – Other Businesses in Which the Debtor Has or Has Had an Interest. The Debtors underwent a corporate reorganization in 2021. The interests shown in response to Question 25 reflect the current organizational structure post-reorganization.

Statements, Part 13, Question 26 – Books, Records and Financial Statements. In the ordinary course, the Debtors provide certain parties, such as banks, auditors, potential investors, vendors, and financial advisors with certain financial reporting, the Debtors do not maintain complete records of all parties that requested or obtained copies of any of financial reporting or complete lists to track such disclosures. As such, the Debtors are unable to and have not listed all these parties in response to Part 13, Question 26 of the Statements.

Statements, Part 13, Question 27 –Any Inventories of the Debtor’s Property Been Taken Within 2 Years Before Filing This Case. In addition to annual or ordinary course inventories included in question 27, on a monthly basis, the Debtors perform informal inventories through intercompany billings and performs a physical inventory count. Each location having possession of the Debtors assets is provided a monthly invoice for the assets assigned to that location.

Statements, Part 13, Question 28 and 29 – Debtors’ Officers and Directors. While the Debtors have made reasonable efforts to list all current and former officers, directors and beneficial owners, and their interest in the applicable Debtor, for each Debtor in response to questions 28 and 29, some may have inadvertently been omitted.

Statements, Part 13, Question 30 – Payments, Distributions or Withdrawals to Insiders. The response to Part 13, Question 30 of the Statements incorporates by reference items listed in the responses to Part 2, Question 4 of the Statements.

Fill in this information to identify the case:

Debtor Name: In re : Zachry Engineering Corporation

United States Bankruptcy Court for the: Southern District Of Texas

Case number (if known): 24-90379 (MI)

☐ Check if this is an amended filing**Official Form 207****Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy** 04/22

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

Part 1: Income**1. Gross revenue from business**☐ None

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year		Sources of revenue Check all that apply	Gross revenue (before deductions and exclusions)
From the beginning of the fiscal year to filing date:	From 1/1/2024 MM / DD / YYYY	to Filing date	
		☒ Operating a business	
		☐ Other	\$ 49,660,290.32
For prior year:	From 1/1/2023 MM / DD / YYYY	to 12/31/2023 MM / DD / YYYY	
		☒ Operating a business	
		☐ Other	\$ 129,600,480.54
For the year before that:	From 1/1/2022 MM / DD / YYYY	to 12/31/2022 MM / DD / YYYY	
		☒ Operating a business	
		☐ Other	\$ 101,062,605.28

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Debtor: Zachry Engineering Corporation

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Name

2. Non-business revenue

Include revenue regardless of whether that revenue is taxable. Non-business income may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

☐ None

				Description of sources of revenue	Gross revenue from each source (before deductions and exclusions)
From the beginning of the fiscal year to filing date:	From	<u>1/1/2024</u> MM / DD / YYYY	to	Filing date	
				Non-Operating Revenue	\$ <u>239,008.90</u>
For prior year:	From	<u>1/1/2023</u> MM / DD / YYYY	to	<u>12/31/2023</u> MM / DD / YYYY	
				Non-Operating Revenue	\$ <u>447,842.93</u>
For the year before that:	From	<u>1/1/2022</u> MM / DD / YYYY	to	<u>12/31/2022</u> MM / DD / YYYY	
				Non-Operating Revenue	\$ <u>324,879.79</u>

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 2: List Certain Transfers Made Before Filing for Bankruptcy**3. Certain payments or transfers to creditors within 90 days before filing this case**

List payments or transfers-including expense reimbursements-to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$7,575 . (This amount may be adjusted on 4/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

☐ None

Creditor's name and address	Dates	Total amount or value	Reasons for payment or transfer Check all that apply
3.1 See SOFA 3 Attachment Creditor's Name		\$	☐ Secured debt ☐ Unsecured loan repayments ☐ Suppliers or vendors ☐ Services ☐ Other
Street			
City	State	ZIP Code	
Country			

4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$7,575. (This amount may be adjusted on 4/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. Insiders include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

☐ None

Insider's Name and Address	Dates	Total amount or value	Reason for payment or transfer
4.1 See SOFA 4 Attachment Insider's Name		\$	
Street			
City	State	ZIP Code	
Country			
Relationship to Debtor			

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

5. Repossessions, foreclosures, and returns

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

☒ None

Creditor's Name and Address	Description of the Property	Date	Value of property
5.1 Creditor's Name			\$
Street			
City State ZIP Code			
Country			

6. Setoffs

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

☒ None

Creditor's Name and Address	Description of the action creditor took	Date action was taken	Amount
6.1 Creditor's Name			\$
Street			
	Last 4 digits of account number: XXXX-		
City State ZIP Code			
Country			

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 3: Legal Actions or Assignments**7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits**

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

☐ None

Case title	Nature of case	Court or agency's name and address	Status of case
7.1 See SOFA 7 Attachment		Name	☐ Pending
		Street	☐ On appeal
			☐ Concluded
Case number		City State ZIP Code	
		Country	

8. Assignments and receivership

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

☒ None

Custodian's name and address	Description of the Property	Value
8.1		\$
Custodian's name	Case title	Court name and address
Street		Name
		Street
City State ZIP Code	Case number	
		City State ZIP Code
Country	Date of order or assignment	Country

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 4: Certain Gifts and Charitable Contributions

9. List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000

☒ None

Recipient's name and address	Description of the gifts or contributions	Dates given	Value
9.1 Creditor's Name Street City State ZIP Code Country Recipient's relationship to debtor			\$

Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 5: Certain Losses

10. All losses from fire, theft, or other casualty within 1 year before filing this case.

☒ None

Description of the property lost and how the loss occurred	Amount of payments received for the loss If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received. List unpaid claims on Official Form 106A/B (Schedule A/B: Assets – Real and Personal Property).	Date of loss	Value of property lost
10.1			\$

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 6: Certain Payments or Transfers**11. Payments related to bankruptcy**

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

☒ None

	Who was paid or who received the transfer?	If not money, describe any property transferred	Dates	Total amount or value
11.1				\$
	Address			
	Street			
	City	State	ZIP Code	
	Country			
	Email or website address			
	Who made the payment, if not debtor?			

12. Self-settled trusts of which the debtor is a beneficiary

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.
Do not include transfers already listed on this statement.

☒ None

	Name of trust or device	Describe any property transferred	Dates transfers were made	Total amount or value
12.1				\$
	Trustee			

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Debtor: Zachry Engineering Corporation

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Name

13. Transfers not already listed on this statement

List any transfers of money or other property - by sale, trade, or any other means - made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

☒ None

Who received transfer?	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
13.1			\$
Address			
Street			
City State ZIP Code			
Country			
Relationship to Debtor			

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Debtor: Zachry Engineering Corporation

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Name

Part 7: Previous Locations**14. Previous addresses**

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

☐ Does not apply

Address			Dates of occupancy	
14.1	101 West Colfax Avenue		From	To Until 6/13/2023
	Street			
	Denver	CO	80202	
	City	State	ZIP Code	
	Country			
14.2	2642 East 21st Street		From	To Until 2/28/2022
	Street			
	Tulsa	OK	74114	
	City	State	ZIP Code	
	Country			
14.3	11885 Lackland Avenue		From	To Until 7/8/2022
	Street			
	Maryland Heights	MO	63146	
	City	State	ZIP Code	
	Country			

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 8: Health Care Bankruptcies**15. Health Care bankruptcies**

Is the debtor primarily engaged in offering services and facilities for:

- diagnosing or treating injury, deformity, or disease, or
- providing any surgical, psychiatric, drug treatment, or obstetric care?

☒ No. Go to Part 9.☐ Yes. Fill in the information below.

Facility Name and Address	Nature of the business operation, including type of services the debtor provides	If debtor provides meals and housing, number of patients in debtor's care
15.1 Facility Name		
Street	Location where patient records are maintained (if different from facility address). If electronic, identify any service provider.	How are records kept? Check all that apply: ☐ Electronically ☐ Paper
City State ZIP Code		
Country		

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Debtor: Zachry Engineering Corporation

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Name

Part 9: Personally Identifiable Information**16. Does the debtor collect and retain personally identifiable information of customers?**☒ No.☐ Yes. State the nature of the information collected and retained. _____

Does the debtor have a privacy policy about that information?

☐ No☐ Yes**17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?**☐ No. Go to Part 10.☒ Yes. Does the debtor serve as plan administrator?☐ No. Go to Part 10.☒ Yes. Fill in below:

Name of plan	Employer identification number of the plan
17.1 ZHI 401(k) Retirement Savings Plan	EIN: 004

Has the plan been terminated?

☒ No☐ Yes

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units**18. Closed financial accounts**

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

☒ None

Financial institution name and address	Last 4 digits of account number	Type of account	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
18.1 _____ Name	XXXX- _____	☐ Checking	_____	\$ _____
_____		☐ Savings		
_____		☐ Money market		
_____		☐ Brokerage		
_____		☐ Other _____		
City _____ State _____ ZIP Code _____				
Country _____				

19. Safe deposit boxes

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

☒ None

Depository institution name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?
19.1 _____ Name	_____	_____	☐ No
_____			☐ Yes

City _____ State _____ ZIP Code _____	Address _____		
Country _____			

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Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

20. Off-premises storage

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

☒ None

Facility name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?
20.1			☐ No
Name			
Street			☐ Yes
City	State	ZIP Code	Address
Country			

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Debtor: Zachry Engineering Corporation

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Name

Part 11: Property the Debtor Holds or Controls That the Debtor Does Not Own**21. Property held for another**

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

☒ None

	Owner's name and address	Location of the property	Description of the property	Value
21.1	Name			\$
	Street			
	City	State	ZIP Code	
	Country			

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Debtor: Zachry Engineering Corporation

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Name

Part 12: Details About Environmental Information

For the purpose of Part 12, the following definitions apply:

- *Environmental law* means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).
- *Site* means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.
- *Hazardous material* means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.**22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law?** Include settlements and orders.☒ No☐ Yes. Provide details below.

Case title	Court or agency name and address	Nature of the case	Status of case
22.1	Name		☐ Pending
	Street		☐ On appeal
			☐ Concluded
Case Number			
	City State ZIP Code		
	Country		

23. Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?☒ No☐ Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
23.1	Name		
	Street		
	City State ZIP Code		
	Country		

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Debtor: Zachry Engineering Corporation

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Name

24. Has the debtor notified any governmental unit of any release of hazardous material?☒ No☐ Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
24.1			
Name	Name		
Street	Street		
City State ZIP Code	City State ZIP Code		
Country	Country		

Case 24-90377 Document 534 Filed in TXSB on 07/16/24 Page 38 of 50

Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

Part 13: Details About the Debtor's Business or Connections to Any Business**25. Other businesses in which the debtor has or has had an interest**

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

☐ None

Business name and address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
25.1 See SOFA 25 Attachment		EIN:
Name		Dates business existed
		From To
Street		
City State ZIP Code		
Country		

26. Books, records, and financial statements

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

☐ None

Name and Address	Dates of service
26a.1 Ryan Frames - SVP Finance & Treasury, Zachry Holdings, Inc.	From 7/5/2016 To Present
Name	
527 Logwood Avenue	
Street	
San Antonio TX 78221	
City State ZIP Code	
Country	

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

☐ None

Name and Address	Dates of service
26b.1 Ernst & Young, U.S. LLP	From To > 5 years
Name	
111 W. Houston Street. Suite 1901	
Street	
San Antonio TX 78205	
City State ZIP Code	
Country	

Case 24-90377 Document 534 Filed in TXSB on 07/16/24 Page 39 of 50

Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

☐ None

Name and address

If any books of account and records are unavailable, explain why

26c.1 Ryan Frames

Name

527 Logwood Avenue

Street

San Antonio

TX

78221

City

State

ZIP Code

Country

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

☒ None

Name and address

26d.1

Name

Street

City

State

ZIP Code

Country

27. Inventories

Have any inventories of the debtor's property been taken within 2 years before filing this case?

☒ No☐ Yes. Give the details about the two most recent inventories.

Name of the person who supervised the taking of the inventory

Date of
InventoryThe dollar amount and basis (cost, market, or
other basis) of each inventory

\$

Name and address of the person who has possession of inventory
records

27.1

Name

Street

City

State

ZIP Code

Country

Case 24-90377 Document 534 Filed in TXSB on 07/16/24 Page 40 of 50

Debtor: Zachry Engineering Corporation

Case number (if known): 24-90379

Name

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

Name	Address	Position and Nature of any interest	% of interest, if any
28.1 See SOFA 28 Attachment			

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

☐ No

☒ Yes. Identify below.

Name	Address	Position and Nature of any interest	Period during which position or interest was held
29.1 See SOFA 29 Attachment			From To

30. Payments, distributions, or withdrawals credited or given to insiders

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

☐ No

☒ Yes. Identify below.

Name and address of recipient	Amount of money or description and value of property	Dates	Reason for providing the value
30.1 See SOFA question 4			
Name			
Street			
City State ZIP Code			
Country			
Relationship to debtor			

31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?

☐ No

☒ Yes. Identify below.

Name of the parent corporation	Employer Identification number of the parent corporation
31.1 Zachry Industries, Inc.	EIN: 74-2079316

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?

☒ No

☐ Yes. Identify below.

Name of the pension fund	Employer Identification number of the pension fund
32.1	EIN:

Part 14: Signature and Declaration Case 24-90377 Document 534 Filed in TXSB on 07/16/24 Page 41 of 50

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both.

18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 07/16/2024
MM / DD / YYYY

X / s / Mohsin Y. Meghji _____

Printed name Mohsin Y. Meghji

Signature of individual signing on behalf of the debtor

Position or relationship to debtor Chief Restructuring Officer of Zachry Holdings, Inc

Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

☐ No

☒ Yes

Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)																						
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In re: Zachry Engineering Corporation
Case No. 24-90379
Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
HAMMOND 4531 COLUMBIA LLC	4020 KINROSS LAKES PKWY #200		RICHFIELD	OH	44286		4/24/2024	\$7,116.17	Vendor
HENNEMAN ENGINEERING INC	1605 S STATE STREET	SUITE 101	CHAMPAIGN	IL	61820		3/24/2024	\$29,600.00	Vendor
HICKS THOMAS LLP	700 LOUISIANA ST	SUITE 2300	HOUSTON	TX	77002		2/24/2024	\$6,200.99	Vendor
HICKS THOMAS LLP	700 LOUISIANA ST	SUITE 2300	HOUSTON	TX	77002		4/24/2024	\$793.74	Vendor
HICKS THOMAS LLP	700 LOUISIANA ST	SUITE 2300	HOUSTON	TX	77002		4/24/2024	\$8,851.74	Vendor
HICKS THOMAS LLP	700 LOUISIANA ST	SUITE 2300	HOUSTON	TX	77002		4/24/2024	\$78,689.63	Vendor
JORDAN INDUSTRIAL CONTROLS INC	215 CASA PARK DRIVE	P O BOX 108	MT ZION	IL	62549		3/24/2024	\$15,262.50	Vendor
JORDAN INDUSTRIAL CONTROLS INC	215 CASA PARK DRIVE	P O BOX 108	MT ZION	IL	62549		3/24/2024	\$65,679.50	Vendor
JS HOLD LLC	PO BOX 23368		NEW YORK	NY	10087		2/24/2024	\$14,366.68	Vendor
KING & SOMMER LLP	40 NE LOOP 410	#320	SAN ANTONIO	TX	78216-5826		3/24/2024	\$10,890.40	Vendor
KRAFT HEINZ FOODS COMPAN	PO BOX 57		PITTSBURGH	PA	15230		5/9/2024	\$40,317.15	Vendor
MECO-HENNE CONTRACTING INC	4140 S 87TH ST		OMAHA	NE	68127-1602		2/24/2024	\$102,728.00	Vendor
MECO-HENNE CONTRACTING INC	4140 S 87TH ST		OMAHA	NE	68127-1602		4/24/2024	\$102,221.00	Vendor
OP&EAGLE CREEK HOLDINGS LLC	PO BOX 167		NESHKORO	WI	54960		2/24/2024	\$42,232.61	Vendor
REGIONS BANK	1900 5th Avenue North		Birmingham	AL	35203		2/22/2024	\$390.96	Vendor
REGIONS BANK	1900 5th Avenue North		Birmingham	AL	35203		3/7/2024	\$254.20	Vendor
REGIONS BANK	1900 5th Avenue North		Birmingham	AL	35203		3/14/2024	\$3,146.30	Vendor
REGIONS BANK	1900 5th Avenue North		Birmingham	AL	35203		3/21/2024	\$500.00	Vendor
REGIONS BANK	1900 5th Avenue North		Birmingham	AL	35203		4/4/2024	\$743.59	Vendor
REGIONS BANK	1900 5th Avenue North		Birmingham	AL	35203		4/11/2024	\$470.43	Vendor
REGIONS BANK	1900 5th Avenue North		Birmingham	AL	35203		4/18/2024	\$1,057.62	Vendor
REGIONS BANK	1900 5th Avenue North		Birmingham	AL	35203		4/25/2024	\$975.23	Vendor
REGIONS BANK	1900 5th Avenue North		Birmingham	AL	35203		5/9/2024	\$1,048.32	Vendor
REGIONS BANK	1900 5th Avenue North		Birmingham	AL	35203		5/20/2024	\$40.00	Vendor
REVERE ELECTRIC	8807 18TH STREET		MOKEA	IL	60448		3/24/2024	\$35,358.00	Vendor
RVN INC	3110 Barrons Way		Sugar Land	TX	77479		2/24/2024	\$9,360.00	Vendor
RVN INC	3110 Barrons Way		Sugar Land	TX	77479		3/24/2024	\$41,182.00	Vendor
RVN INC	3110 Barrons Way		Sugar Land	TX	77479		4/24/2024	\$29,280.00	Vendor
RVN INC	3110 Barrons Way		Sugar Land	TX	77479		4/24/2024	\$30,175.00	Vendor
SPICER GROUP INC	230 S WASHINGTON AVE		SAGINAW	MI	48607		4/24/2024	\$44,500.00	Vendor
SYSTEM ONE HOLDINGS LLC	210 6TH AVENUE	SUITE 3100	PITTSBURGH	PA	15222		2/24/2024	\$208,126.58	Vendor
SYSTEM ONE HOLDINGS LLC	210 6TH AVENUE	SUITE 3100	PITTSBURGH	PA	15222		3/24/2024	\$71,985.41	Vendor
SYSTEM ONE HOLDINGS LLC	210 6TH AVENUE	SUITE 3100	PITTSBURGH	PA	15222		3/24/2024	\$18,594.68	Vendor
SYSTEM ONE HOLDINGS LLC	210 6TH AVENUE	SUITE 3100	PITTSBURGH	PA	15222		3/24/2024	\$148,774.96	Vendor
SYSTEM ONE HOLDINGS LLC	210 6TH AVENUE	SUITE 3100	PITTSBURGH	PA	15222		4/24/2024	\$91,534.61	Vendor
SYSTEM ONE HOLDINGS LLC	210 6TH AVENUE	SUITE 3100	PITTSBURGH	PA	15222		4/24/2024	\$99,166.87	Vendor
SYSTEM ONE HOLDINGS LLC	210 6TH AVENUE	SUITE 3100	PITTSBURGH	PA	15222		4/24/2024	\$106,991.84	Vendor
SYSTEM ONE HOLDINGS LLC	210 6TH AVENUE	SUITE 3100	PITTSBURGH	PA	15222		4/24/2024	\$130,426.03	Vendor
TERRACON CONSULTANTS INC	11555 CLAY ROAD STE #100		HOUSTON	TX	77043		3/24/2024	\$4,750.00	Vendor
WESTPLEX LIMITED PARTNERSHIP I	1121 NORTH 102ND COURT		OMAHA	NE	68114		2/24/2024	\$80,834.56	Vendor
WESTPLEX LIMITED PARTNERSHIP I	1121 NORTH 102ND COURT		OMAHA	NE	68114		4/24/2024	\$64,114.66	Vendor
WESTPLEX LIMITED PARTNERSHIP I	1121 NORTH 102ND COURT		OMAHA	NE	68114		4/24/2024	\$80,834.56	Vendor
XEROX CORPORATION	PO BOX 650361		DALLAS	TX	75265-0361		2/24/2024	\$5,596.27	Vendor
XEROX CORPORATION	PO BOX 650361		DALLAS	TX	75265-0361		4/24/2024	\$41.40	Vendor
XEROX CORPORATION	PO BOX 650361		DALLAS	TX	75265-0361		4/24/2024	\$5,765.35	Vendor

In re: Zachry Engineering Corporation
Case No. 24-90379

Attachment 4

Payments or other transfers of property made within 1 year before filing this case that benefited any insider

Insider's name	Address 1	City	State	Zip	Date	Total amount or value	Reasons for payment or transfer	Relationship to debtor
Employee - 1040	Address on file				6/12/2023	\$115,689.30	Compensation / Reimbursements	Employee
Employee - 1040	Address on file				7/12/2023	\$31,568.17	Compensation / Reimbursements	Employee
Employee - 1040	Address on file				8/1/2023	\$31,367.97	Compensation / Reimbursements	Employee
Employee - 1040	Address on file				9/12/2023	\$31,392.93	Compensation / Reimbursements	Employee
Employee - 1040	Address on file				10/12/2023	\$31,654.61	Compensation / Reimbursements	Employee
Employee - 1040	Address on file				11/10/2023	\$31,370.58	Compensation / Reimbursements	Employee
Employee - 1040	Address on file				12/12/2023	\$31,374.65	Compensation / Reimbursements	Employee
Employee - 1040	Address on file				1/12/2024	\$36,405.26	Compensation / Reimbursements	Employee
Employee - 1040	Address on file				2/12/2024	\$32,494.94	Compensation / Reimbursements	Employee
Employee - 1040	Address on file				3/12/2024	\$31,728.46	Compensation / Reimbursements	Employee
Employee - 1040	Address on file				4/12/2024	\$32,379.70	Compensation / Reimbursements	Employee
Employee - 1040	Address on file				5/10/2024	\$31,728.46	Compensation / Reimbursements	Employee
Zachry Asia	527 Logwood Avenue	San Antonio	TX	78221	4/18/2024	\$88,249.41	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	5/4/2023	\$806,719.69	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	5/11/2023	\$801,720.91	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	5/12/2023	\$117,753.46	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	5/18/2023	\$809,863.14	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	5/25/2023	\$824,234.17	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	6/1/2023	\$1,098,661.58	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	6/8/2023	\$836,518.58	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	6/12/2023	\$508,486.06	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	6/15/2023	\$835,486.26	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	6/22/2023	\$845,971.11	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	6/29/2023	\$845,386.59	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	7/6/2023	\$838,163.51	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	7/10/2023	\$478.83	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	7/11/2023	\$81.00	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	7/12/2023	\$135,351.06	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	7/13/2023	\$859,736.57	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	7/20/2023	\$890,241.21	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	7/27/2023	\$892,962.56	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	8/3/2023	\$876,478.20	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	8/10/2023	\$886,678.76	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	8/11/2023	\$133,805.29	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	8/15/2023	\$150,000.00	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	8/17/2023	\$877,468.05	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	8/24/2023	\$886,937.00	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	8/31/2023	\$870,074.97	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	9/1/2023	\$1,521.23	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	9/7/2023	\$865,324.21	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	9/8/2023	\$2,070.54	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	9/12/2023	\$135,293.17	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	9/14/2023	\$874,828.30	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	9/15/2023	\$770.95	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	9/21/2023	\$871,204.85	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	9/22/2023	\$1,145.23	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	9/28/2023	\$893,925.93	Normal Business Transfer	Related Entity

In re: Zachry Engineering Corporation
Case No. 24-90379

Attachment 4

Payments or other transfers of property made within 1 year before filing this case that benefited any insider

Insider's name	Address 1	City	State	Zip	Date	Total amount or value	Reasons for payment or transfer	Relationship to debtor
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	10/5/2023	\$874,339.32	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	10/12/2023	\$136,210.53	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	10/12/2023	\$885,012.09	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	10/18/2023	\$1,000,000.00	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	10/19/2023	\$876,679.66	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	10/26/2023	\$889,085.46	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	11/2/2023	\$877,275.21	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	11/9/2023	\$881,617.18	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	11/10/2023	\$137,747.22	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	11/14/2023	\$265.95	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	11/16/2023	\$873,605.99	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	11/17/2023	\$1,224.70	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	11/22/2023	\$867,374.36	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	11/30/2023	\$853,804.60	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	12/1/2023	\$143.59	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	12/7/2023	\$865,277.67	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	12/12/2023	\$131,430.42	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	12/14/2023	\$881,799.95	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	12/21/2023	\$917,339.99	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	12/28/2023	\$896,514.56	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	1/4/2024	\$831,851.89	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	1/11/2024	\$845,938.17	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	1/12/2024	\$115,238.32	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	1/18/2024	\$835,482.73	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	1/25/2024	\$841,448.20	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	2/1/2024	\$837,905.91	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	2/8/2024	\$835,389.55	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	2/12/2024	\$116,931.59	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	2/15/2024	\$850,829.60	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	2/22/2024	\$858,216.10	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	2/29/2024	\$837,025.19	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	3/5/2024	\$2,422.70	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	3/7/2024	\$832,863.64	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	3/12/2024	\$116,311.22	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	3/14/2024	\$841,002.14	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	3/21/2024	\$827,669.67	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	3/22/2024	\$741.89	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	3/28/2024	\$833,782.66	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	4/4/2024	\$818,600.25	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	4/9/2024	\$65.00	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	4/9/2024	\$500,000.00	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	4/10/2024	\$500,000.00	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	4/11/2024	\$800,120.67	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	4/12/2024	\$136,992.94	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	4/17/2024	\$3,000.00	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	4/18/2024	\$816,282.36	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	4/25/2024	\$821,181.86	Normal Business Transfer	Related Entity

In re: Zachry Engineering Corporation
Case No. 24-90379

Attachment 4

Payments or other transfers of property made within 1 year before filing this case that benefited any insider

Insider's name	Address 1	City	State	Zip	Date	Total amount or value	Reasons for payment or transfer	Relationship to debtor
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	5/2/2024	\$813,540.23	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	5/9/2024	\$855,322.14	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	5/10/2024	\$107,899.67	Normal Business Transfer	Related Entity
Zachry Industrial, Inc	527 Logwood Avenue	San Antonio	TX	78221	5/16/2024	\$789,062.30	Normal Business Transfer	Related Entity

In re: Zachry Engineering Corporation
Case No. 24-90379
 Attachment 7

Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

Case Title	Case number	Nature of case	Court name	Court address		Court City	Court State		Status of case (e.g. Pending, On appeal, Concluded)
				Court address 1	Court address 2		State	Court Zip	
Albert James Daugherty, Vanessa Lee Daugherty, and Geraldine Beasley v. Dale Martin Kemp and Patriot Security, Inc.	23DCCV0925	Personal Injury	172nd Judicial District Court, Jefferson County, Texas	1085 Pearl Street		Beaumont	TX	77701	Pending
Equal Employment Opportunity Commission	N/A	Employment Discrimination	N/A						Pending
Fairway Methanol, LLC Contract Dispute	N/A	Contract	N/A						Demand Letter Received
Naiker Alvarez Individually and on Behalf of the Estate of Juan Fuennmayor, et al.	4:22-CV-00376	Personal Injury	U.S. District Court, Southern District of Texas, Houston Division 125th Judicial District Court, Harris County, Texas / Texas Supreme Court	515 Rusk Avenue 201 Caroline, 10th Floor		Houston	TX	77002	Pending
Zachry Engineering Corporation v. Encina Solutions, LLC, et al.	2021-02701 / 23-0506	Contract				Houston	TX	77002	Pending

In re: Zachry Engineering Corporation

Case No. 24-90379

Attachment 25

Other businesses in which the debtor has or has had an interest

Business name	Address 1	City	State	Zip	Nature of business	Employer Identification number	Dates business existed From:	Dates business existed To:
UE Properties, Inc.	533 Logwood Avenue	San Antonio	TX	78227	Substations	75-2052226	8/14/1985	Present
Zachry Asia Inc.	534 Logwood Avenue	San Antonio	TX	78228	Holding company	37-1940757	8/20/2013	Present
Zachry High Voltage Solutions, LLC	531 Logwood Avenue	San Antonio	TX	78225	Engineering	20-5791090	10/12/2006	Present
ZEC Michigan, Inc.	535 Logwood Avenue	San Antonio	TX	78229	Engineering	20-0404627	8/11/2003	Present
ZEC New York, Inc.	532 Logwood Avenue	San Antonio	TX	78226	Engineering	31-0825897	1/7/1929	Present

In re: Zachry Engineering Corporation**Case No. 24-90379**

Attachment 28

Current Partners, Officers, Directors and Shareholders

Name	Address 1	City	State	Zip	Position and nature of any interest	% of interest, if any
Biediger, Ralph J.	527 Logwood Avenue	San Antonio	TX	78221	Director	0.00%
C. Frames, Ryan	527 Logwood Avenue	San Antonio	TX	78221	Director and Senior Vice President	0.00%
Czuba, Matthew J.	527 Logwood Avenue	San Antonio	TX	78221	Director and President	0.00%
Munk, Dwight	527 Logwood Avenue	San Antonio	TX	78221	Treasurer	0.00%
Old, James R.	527 Logwood Avenue	San Antonio	TX	78221	Senior Vice President	0.00%
Trefzer, Jenny	527 Logwood Avenue	San Antonio	TX	78221	Vice President	0.00%
Zachry EPC Holdings, LLC	527 Logwood Avenue	San Antonio	TX	78221	Equity Owner	100.00%
Zachry, John B.	527 Logwood Avenue	San Antonio	TX	78221	Chief Executive Officer	0.00%

In re: Zachry Engineering Corporation
Case No. 24-90379

Attachment 29

Former Partners, Officers, Directors and Shareholders

Name	Address 1	Address 2	City	State	Zip	Position and nature of any interest	Period during which position or interest was held
Bachh, Muneer	Address on file					Senior Vice President	1/1/2022-3/31/2024
Blanchette, Richard	Address on file					Senior Vice President	1/1/2022-6/30/2023
Craig, Kim	Address on file					Vice President and Treasurer	1/1/2022-6/30/2023
Park, Randy	Address on file					Director and President	1/1/2022-6/30/2023
Schwab, David	Address on file					Director, Senior Vice President, General Counsel and Secretary	1/1/2022-6/30/2023
Stroope, Marc	Address on file					Secretary	7/1/2023-3/1/2024

Tab 4

24-90377 ECF No. 643

ENTERED

July 26, 2024

Nathan Ochsner, Clerk

**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: Docket No. 589

**ORDER (I) SETTING BAR DATES FOR FILING PROOFS
OF CLAIM, INCLUDING REQUESTS FOR PAYMENT UNDER SECTION 503(B)(9),
(II) ESTABLISHING AMENDED SCHEDULES BAR DATE AND REJECTION
DAMAGES BAR DATE, (III) APPROVING THE FORM AND MANNER
FOR FILING PROOFS OF CLAIM, INCLUDING SECTION 503(B)(9) REQUESTS,
(IV) APPROVING NOTICE OF BAR DATES, AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for entry of an order (this “**Bar Date Order**”) (a) establishing deadlines for filing Proofs of Claim, including requests for payment under section 503(b)(9) of the Bankruptcy Code, in these chapter 11 cases, (b) establishing the Amended Schedules Bar Date and the Rejection Damages Bar Date, (c) approving the form and manner for filing such claims, including any section 503(b)(9) requests for payment, and (d) approving notice of the Bar Dates (all as more fully set forth in the Motion); and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and that this Court may enter a final order

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’ proposed claims and noticing agent at <https://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.

² Except as otherwise defined herein and in the Motion, all terms used but not defined herein that are specifically defined in the Bankruptcy Code, including “entity,” “claim,” and “governmental unit,” shall have the meanings ascribed to such terms in section 101 of the Bankruptcy Code.



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consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court, if any (the "**Hearing**"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

I. The Bar Dates and Procedures for Filing Proofs of Claim

1. Each entity that asserts a claim against any of the Debtors that arose before the Petition Date, including requests for payment under section 503(b)(9) of the Bankruptcy Code, shall be required to file an original, written proof of claim (a "**Proof of Claim**"), substantially in the form attached hereto as **Exhibit 1** (the "**Proof of Claim Form**") or Official Form 410. Except in the cases of governmental units and certain other exceptions explicitly set forth herein, **all Proofs of Claim must be filed so that they are actually received on or before 5:00 p.m. prevailing Central Time on September 16, 2024.** The Claims Bar Date applies to all types of claims against any of the Debtors that arose or are deemed to have arisen before the Petition Date, except for claims specifically exempt from complying with the applicable Bar Dates (as defined herein) as set forth in this Bar Date Order.

2. Each employee and former employee of the Debtors and their non-Debtor affiliates that asserts a claim against the Debtors that arose before the Petition Date is authorized to file a Proof of Claim that redacts personally identifiable information with the Debtors' Claims and Noticing Agent, provided that an unredacted Proof of Claim shall be provided upon request by the Debtors.

3. The Debtors are authorized to take reasonable action to prevent employees' and former employees' personally identifiable information from being publicly available on the claims register.

4. All governmental units holding claims (whether secured, unsecured priority, or unsecured non-priority) that arose (or are deemed to have arisen) prior to the Petition Date, including requests for payment pursuant to section 503(b)(9) of the Bankruptcy Code, must file Proofs of Claims, including claims for unpaid taxes, whether such claims arise from prepetition tax years or periods of prepetition transactions to which any of the Debtors were a party, so they are **actually received on or before November 18, 2024, at 5:00 p.m., prevailing Central Time** (the "**Governmental Bar Date**"), at the address and in the form set forth herein.

5. Unless otherwise ordered, all entities asserting claims arising from the Debtors' rejection of executory contracts and unexpired leases shall file a Proof of Claim on account of such rejection by **the later of (a) the Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m. prevailing Central Time on the date that is thirty (30) days following entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease** (the "**Rejection Damages Bar Date**").

6. If the Debtors amend the Schedules after having given notice of the Bar Dates (as defined below), the Debtors shall give notice by first-class mail of any amendment and notice of

the Amended Schedules Bar Date (as defined below) to holders of claims affected thereby. Except for entities that are exempt from complying with the applicable Bar Dates, as set forth in this Bar Date Order, such holders must file their Proofs of Claim on account of such affected claims so that they are **actually received** by the Claims and Noticing Agent, in accordance with the instructions set forth in this Bar Date Order, by **the later of (a) the Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Central Time, on the date that is thirty 30 days following the date on which the Debtors mail notice of an amendment to the Schedules** (the “Amended Schedules Bar Date” and together with the Claims Bar Date, the Governmental Bar Date, and the Rejection Damages Bar Date, as applicable, the “Bar Date” or “Bar Dates”).

7. All Proofs of Claim must be filed or submitted so as to be **actually received** by the Claims and Noticing Agent on or before the applicable Bar Date. If Proofs of Claim are not received by the Claims and Noticing Agent on or before the applicable Bar Date, except in the case of certain exceptions explicitly set forth herein, the holders of the underlying claims shall be barred from asserting such claims against the Debtors and precluded from voting on any plans of reorganization filed in these chapter 11 cases and/or receiving distributions from the applicable Debtor on account of such claims in these chapter 11 cases.

II. Parties Required to File Proofs of Claim

8. The following entities holding claims against the Debtors arising prior to the Petition Date shall be required to file a Proof of Claim on or before the applicable Bar Date or the other applicable Bar Date:

- a. any entity whose claim against a Debtor is not listed in the applicable Debtor’s Schedules or is listed as contingent, unliquidated, or disputed if such entity desires to participate in these chapter 11 cases or share in any distribution in any of these chapter 11 cases;

- b. any entity that believes its claim is improperly classified in the Schedules or is listed in an incorrect amount and who desires to have its claim allowed in a different classification or in an amount different than set forth in the Schedules;
- c. any former or present full-time, part-time, salaried, or hourly employee asserting a claim based on a grievance against a Debtor to the extent grounds for such grievance arose on or prior to the Petition Date;
- d. any entity that believes its prepetition claim as listed in the Schedules is not an obligation of the specific Debtor against which the claim is listed and that desires to have its claim allowed against a Debtor other than that identified in the Schedules; and
- e. any entity alleging that its claim against a Debtor is or may qualify as an administrative expense pursuant to section 503(b)(9) of the Bankruptcy Code.

9. Any person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust, and governmental unit), whether or not such person or entity is or may be included in, or represented by, a purported class action, class suit, or similar representative action filed, or that may be filed, against the Debtors (collectively “**Representative Actions**”), that holds, or seeks to assert, a claim against the Debtors that arose, or is deemed to have arisen, prior to the Petition Date, no matter how remote, contingent, or unliquidated, including, without limitation, secured claims, claims arising under section 503(b)(9) of the Bankruptcy Code, unsecured priority claims, unsecured non-priority claims, must properly file a Proof of Claim on or before the applicable Bar Date. The Debtors and all other parties in interest

reserve all rights with respect to any Representative Action and any Proof of Claim filed with respect to a Representative Action.

III. Parties Not Required to File Proofs of Claim by the Applicable Bar Date

10. The following categories of claimants, in the capacities described below, shall not be required to file a Proof of Claim by the applicable Bar Date:

- a. the United States Trustee for the Southern District of Texas, on account of claims for fees payable pursuant to 28 U.S.C. § 1930;
- b. any person or entity that is exempt from filing a Proof of Claim pursuant to an order of the Court in these chapter 11 cases, including, without limitation, pursuant to an order authorizing the Debtors' use of cash collateral (whether on an interim or final basis);
- c. any entity that already has filed a signed Proof of Claim against the applicable Debtor or submitted a signed Proof of Claim with the Claims and Noticing Agent in a form substantially similar to Official Form 410 against the applicable Debtor, but only with respect to the claim asserted therein that was properly filed against the correct Debtor(s);
- d. any entity whose claim is listed on the Schedules if: (i) the claim is **not** scheduled by the Debtors as any of "disputed," "contingent," or "unliquidated;" (ii) such entity agrees with the amount, nature, and priority of the claim as set forth in the Schedules; and (iii) such entity does not dispute that its claim is an obligation only of the specific Debtor against which the claim is listed in the Schedules;
- e. any entity whose claim has previously been allowed by a final order of the Court;
- f. any Debtor or non-Debtor affiliate holding a claim against a Debtor;
- g. any entity whose claim is solely against any non-Debtor affiliates;
- h. any entity whose claim has been paid in full by the Debtors pursuant to a Court order;
- i. a current employee of the Debtors, if an order of this Court authorized the Debtors to honor such claim in the ordinary course of business as a wage, commission, or benefit; *provided* that a current employee must submit a Proof of Claim by the Claims Bar Date for all other claims arising before

- the Petition Date, including claims for wrongful termination, discrimination, harassment, hostile work environment, and/or retaliation;
- j. any entity holding a claim for which a separate deadline is fixed by this Court;
 - k. any entity holding an administrative expense claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as a postpetition expense of administration incurred in the ordinary course; *provided* that any entity asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must file a Proof of Claim based on such claim by the Claims Bar Date;
 - l. any entity holding an administrative expense claim for postpetition fees and expenses incurred by any professional allowable under sections 330, 331, and 503(b) of the Bankruptcy Code; and
 - m. any entity holding an equity interest in any Debtor; *provided* that any holder of an equity interest that wishes to assert a claim against any Debtor other than with respect to ownership of such equity interest, including a claim relating to the purchase or sale of such equity interest or rescission under section 510 of the Bankruptcy Code, must file a Proof of Claim asserting any such claims on or before the Claims Bar Date.

IV. Requirements for Preparing and Filing Proofs of Claim

11. The following requirements shall apply with respect to filing and preparing each Proof of Claim:

- a. **Contents.** Each Proof of Claim must: (i) be written in legible English; (ii) include a claim amount denominated in United States dollars using, if applicable, the exchange rate as of 5:00 p.m. prevailing Central Time, on the Petition Date (and, to the extent such claim is converted to United States dollars, state the rate used in such conversion); (iii) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; (iv) if applicable, include information regarding any payment actually received by the claimant from any third party on account of, in connection with, or otherwise relating to the claim; (v) information on the project, job, and purchase order that the claim relates to, if applicable; and (vi) be signed by the claimant or by an authorized agent or legal representative of the claimant on behalf of the claimant, whether such signature is an electronic signature or is ink.
- b. **Section 503(b)(9) Claim.** Any Proof of Claim asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must also: (i) include the value of the goods delivered to and received by the Debtors in

the 20 days prior to the Petition Date; (ii) attach documentation identifying (a) the particular invoices for which such claim is being asserted, (b) the Debtor to which the goods were shipped, (c) the date the Debtor received such goods, (d) the value of the goods, (e) whether the value of such claim represents a combination of goods and services, and (f) whether any other claim has been filed with respect to such goods; and (iii) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).

- c. **Electronic Signatures Permitted.** Only **original** Proofs of Claim signed electronically or in ink by the claimant or an authorized agent or legal representative of the claimant are acceptable for purposes of claims administration. Copies of Proofs of Claim, or Proofs of Claim sent by facsimile or electronic mail will not be accepted. Unless otherwise ordered by the Court, any original document containing the original signature of any party other than the party that files the Proof of Claim shall be retained by the filing party for a period of not less than five (5) years after the Debtors' cases are closed and, upon request, such original document must be provided to the Court or other parties for review, pursuant to the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means in Texas Bankruptcy Courts.
- d. **Identification of the Debtor Entity.** Each Proof of Claim must clearly identify the specific Debtor against which a claim is asserted, including the individual Debtor's case number. A Proof of Claim filed under the joint administration case number (Case No. 24-90377), or otherwise without identifying a specific Debtor, may be deemed as filed only against Zachry Holdings, Inc. in the Debtors' sole discretion.
- e. **Claim Against Multiple Debtor Entities.** Each Proof of Claim must state a claim against **only one** Debtor and clearly indicate the Debtor against which the claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, such claim may be treated as if filed only against Zachry Holdings, Inc. in the Debtors' sole discretion.
- f. **Supporting Documentation.** Each Proof of Claim should include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). Failure to include such supporting documentation will not invalidate the claim. If, however, such documentation is voluminous, upon prior written consent of the Debtors' counsel, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor that received such written consent shall be required to transmit such documentation to Debtors' counsel upon request no later than ten (10) days from the date of such request.

- g. **Timely Service.** Each Proof of Claim must be filed or submitted, including supporting documentation, by either (i) electronic submission through PACER (Public Access to Court Electronic Records at <http://ecf.txsb.uscourts.gov>), (ii) electronic submission using the interface available on the Claims and Noticing Agent's website at <https://www.veritaglobal.net/ZHI> or (iii) if submitted through non-electronic means, by U.S. Mail or other hand delivery system, so as to be **actually received** by the Claims and Noticing Agent on or before the applicable Bar Date, or other applicable Bar Date, at the following addresses:

If by First-Class Mail, Hand Delivery, or Overnight Mail:

Zachry Claims Processing Center
c/o KCC dba Verita
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

**PROOFS OF CLAIM SUBMITTED BY FACSIMILE OR
ELECTRONIC MAIL WILL NOT BE ACCEPTED.**

- h. **Receipt of Service.** Claimants submitting a Proof of Claim through non-electronic means wishing to receive acknowledgment that their Proofs of Claim were received by the Claims and Noticing Agent must submit (i) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to the Claims and Noticing Agent) and (ii) a self-addressed, stamped envelope.

V. Identification of Known Creditors

12. The Debtors shall mail notice of the Claims Bar Date (or the Governmental Bar Date, as applicable) only to their known creditors, and such mailing shall be made to the last known mailing address for each such creditor, as reflected in the Debtors' books and records at such time.

VI. Procedures for Providing Notice of Bar Date

A. Mailing of Bar Date Notices

13. The Debtors will cause a written notice of the Bar Date Package to be served via email, facsimile, or first class mail no later than five (5) business days upon entry of the Bar Date Order, substantially in the form attached hereto as **Exhibit 2** (the "**Bar Date Notice**") and a Proof

of Claim Form (together, the “**Bar Date Package**”) to be mailed via email, facsimile, or first class mail to the following entities:

- a. the United States Trustee for the Southern District of Texas;
- b. the entities listed as holding the 30 largest unsecured claims against the Debtors (on a consolidated basis);
- c. Counsel to the Official Committee of Unsecured Creditors in these chapter 11 cases;
- d. all entities listed in the Schedules as holding Claims (including those listed as contingent, unliquidated, or disputed) against the Debtors;
- e. all entities that have requested notice of the proceedings in these chapter 11 cases pursuant to Bankruptcy Rule 2002 as of the date that the Bar Date Order is entered;
- f. all entities that have filed Proofs of Claim in these chapter 11 cases as of the date that the Bar Date Order is entered;
- g. all known non-Debtor equity and interest holders of the Debtors as of the date the Bar Date Order is entered;
- h. all entities who are a party to executory contracts and unexpired leases with the Debtors;
- i. all entities who are a party to active litigation with the Debtors;
- j. all current and former employees (to the extent that contact information for former employees is available in the Debtors’ records);
- k. all regulatory authorities that regulate the Debtors’ businesses, including environmental and permitting authorities;
- l. the Offices of the Attorney General for the State of Texas and each of the states in which the Debtors conduct business;
- m. the District Director of the Internal Revenue Service for the Southern District of Texas;
- n. all other taxing authorities for the jurisdictions in which the Debtors maintain or conduct business;
- o. all other entities listed on the Debtors’ matrix of creditors;
- p. the United States Securities and Exchange Commission; and

q. the Office of the United States Attorney for the Southern District of Texas.

14. Any creditor may choose to submit a Proof of Claim on a different form as long as it is substantially similar to Official Form 410.

B. Supplemental Mailings

15. After the initial mailing of Bar Date Packages, the Debtors may, in their discretion, make supplemental mailings of notices or packages, including in the event that: (a) notices are returned by the post office with forwarding addresses, *provided*, that the Debtors shall not be required to mail additional notices to entities whose notices are returned by the post office as “return to sender” without a forwarding address; (b) certain parties acting on behalf of parties in interest decline to pass along notices to these parties and instead return their names and addresses to the Debtors for direct mailing, and (c) additional potential claimants become known as the result of the Bar Date mailing process. In this regard, the Debtors may make supplemental mailings of the Bar Date Package in these and similar circumstances at any time up to fourteen (14) days in advance of the applicable Bar Date, with such mailings being deemed timely and the relevant Bar Date being applicable to the recipient creditors.

C. Publication of Bar Date Notice

16. The Debtors shall cause notice of the Claims Bar Date and the Governmental Bar Date to be given by publication to creditors to whom notice by mail is impracticable, including creditors who are unknown or not reasonably ascertainable by the Debtors and creditors whose identities are known but whose addresses are unknown by the Debtors. Specifically, the Debtors shall cause the Bar Date Notice to be published as soon as reasonably practicable after entry of the Bar Date Order, modified for publication in substantially the form annexed hereto as **Exhibit 3** (the “**Publication Notice**”), on one occasion in each of *The New York Times* (National Edition), *USA Today* (National Edition), *Beaumont Enterprise* and *Port Arthur News*.

17. Notice of the Bar Dates as set forth in this Order and in the manner set forth herein (including, but not limited to, the Bar Date Notice, the Publication Notice, and any supplemental notices that the Debtors may send from time to time) constitutes adequate and sufficient notice of each of the Bar Dates and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

VII. Consequences of Failure to File a Proof of Claim

18. Any person or entity that is required, but fails, to file a Proof of Claim in accordance with the Bar Date Order on or before the applicable Bar Date shall be found and determined to have no claims against or arising from any work, goods, or services provided for or at the direction of any of the Debtors and shall further be forever barred, estopped, and enjoined from asserting such claim against the Debtors and their chapter 11 estates (or filing a Proof of Claim with respect thereto) and the Debtors and their property and estates shall be forever discharged from any and all indebtedness or liability with respect to or arising from such claim. Without limiting the foregoing sentence, any creditor asserting a claim entitled to priority pursuant to section 503(b)(9) of the Bankruptcy Code that fails to file a Proof of Claim in accordance with this Bar Date Order shall not be entitled to any priority treatment on account of such claim pursuant to section 503(b)(9) of the Bankruptcy Code, regardless of whether such claim is identified on Schedule F of the Schedules as not contingent, not disputed, and liquidated. Such person or entity shall not be treated as a creditor with respect to such claim for any purpose in these chapter 11 cases.

19. Any such entity that is required, but fails, to file a Proof of Claim in accordance with the Bar Date Order on or before the applicable Bar Date shall be prohibited from voting to accept or reject any chapter 11 plan filed in these chapter 11 cases, participating in any distribution

in these chapter 11 cases on account of such claim, or receiving further notices regarding such claim.

VIII. Miscellaneous

20. Nothing contained in this Order nor any action taken pursuant to the relief requested herein is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion; (e) a waiver of any claim or cause of action that may exist against any creditor or interest holder; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to this Order are valid and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to an order of the Court is not intended and should not be construed as an admission as to the validity or priority of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

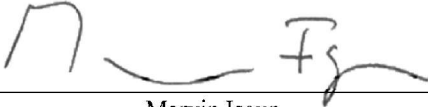
21. The Debtors are authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Bar Date Order in accordance with the Motion.

22. The terms and conditions of this Bar Date Order shall be immediately effective and enforceable upon entry of the Bar Date Order.

23. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

24. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Bar Date Order.

Signed: July 26, 2024



Marvin Isgur
United States Bankruptcy Judge

Exhibit 1

Proof of Claim

Case 24-90377 Document 643 Filed in TXSB on 07/28/24 Page 16 of 45

Your claim can be filed electronically on Verita's website at <https://www.veritaglobal.net/zhi>

IMPORTANT - Please review enclosed Claim Summary Request Form and return with your Proof of Claim

United States Bankruptcy Court for the Southern District of Texas, Houston Division		
Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)		
☐ Zachry Holdings, Inc. (Case No. 24-90377) ☐ Computer Simulation & Analysis, Inc. (Case No. 24-90391) ☐ J.V. Industrial Companies, LLC (Case No. 24-90396) ☐ JVIC Fabrication, LLC. (Case No. 24-90393) ☐ Madison Industrial Services Team, LLC (Case No. 24-90397) ☐ Moss Point Properties, LLC (Case No. 24-90387) ☐ UE Properties, Inc. (Case No. 24-90382)	☐ Zachry Constructors, LLC (Case No. 24-90384) ☐ Zachry Engineering Corporation (Case No. 24-90379) ☐ Zachry Enterprise Solutions, LLC (Case No. 24-90386) ☐ Zachry EPC Holdings, LLC (Case No. 24-90378) ☐ Zachry High Voltage Solutions, LLC (Case No. 24-90381) ☐ Zachry Industrial Americas, Inc. (Case No. 24-90394) ☐ Zachry Industrial, Inc. (Case No. 24-90385)	☐ Zachry Maintenance Services, LLC (Case No. 24-90395) ☐ Zachry Nuclear Construction, Inc. (Case No. 24-90388) ☐ Zachry Nuclear Engineering, Inc. (Case No. 24-90390) ☐ Zachry Nuclear, Inc. (Case No. 24-90389) ☐ Zachry Plant Services Holdings, Inc. (Case No. 24-90392) ☐ ZEC Michigan, Inc. (Case No. 24-90383) ☐ ZEC New York, Inc. (Case No. 24-90380)

Modified Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed, May 21, 2024.

Part 1: Identify the Claim

1. Who is the current creditor? Name of the current creditor (the person or entity to be paid for this claim) _____ Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else? ☐ No ☐ Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Country _____ Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Country _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed? ☐ No ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim? ☐ No ☐ Yes. Who made the earlier filing? _____		

Modified Official Form 410

Proof of Claim
page 1

Part 2: Give Information About the Claim as of the Date the Case Was Filed	
6. Do you have any number you use to identify the debtor?	☐ No ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____
7. How much is the claim?	\$ _____. Does this amount include interest or other charges? ☐ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). If applicable, the claim must include information regarding payment received from any third party on account of, in connection with, or otherwise relating to the claim. Please list such information in the supporting documentation to the claim.
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. _____ ***IMPORTANT - Please review enclosed Claim Summary Request Form and return with your Proof of Claim***
9. Is all or part of the claim secured?	☐ No ☐ Yes. The claim is secured by a lien on property. Nature of property: ☐ Real estate: If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . ☐ Motor vehicle ☐ Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % ☐ Fixed ☐ Variable
10. Is this claim based on a lease?	☐ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff?

☐ No

☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐ No

☐ Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$_____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$_____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$_____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☐ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

**The person completing this proof of claim must sign and date it.
FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name _____

First name	Middle name	Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Number		Street	
City		State	
ZIP Code		Country	
Contact phone	Email		

Modified Official Form 410**Instructions for Proof of Claim**

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:

Zachry Claims Processing Center
c/o KCC dba Verita
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

Alternatively, your claim can be filed electronically on Verita's website at <https://www.veritaglobal.net/zhi>

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.

- Fill in the caption at the top of the form

- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.

- Attach any supporting documents to this form.
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).

- Do not attach original documents because attachments may be destroyed after scanning.

- If the claim is based on delivery health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

- If applicable, the claim must include information regarding payment received from any third party on account of, in connection with, or otherwise relating to the claim. Please list such information in the supporting documentation to the claim.

- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.

- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.
For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or you may view a list of filed claims in this case by visiting the Claims and Noticing and Agent's website at <https://www.veritaglobal.net/zhi>

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing that bankruptcy estate.
11 U.S.C. § 503

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity to who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. §101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Do not file these instructions with your form.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

SUPPLEMENT TO MODIFIED OFFICIAL FORM 410 (“PROOF OF CLAIM FORM”)**CLAIM SUMMARY REQUEST FORM**

If you are a current or former employee of Zachry or one of its affiliates, you do **not** need to complete this form.

For all claimants who are vendors and customers of the Debtors, although completion of this form is **not mandatory**, the Debtors **strongly recommend** that any party asserting a claim fill out this form in full and submit it with the Proof of Claim Form. Filling out this supplement in full will allow the Debtors to understand the facts supporting the claim and reconcile the claim against the Debtors’ books and records. The Bankruptcy Court encourages claimants to complete this form. You **must** submit a Form 410 Proof of Claim, this form alone does not constitute the filing of a Proof of Claim in the Chapter 11 case of Zachry Holding Inc., et al., Case No. 24-90377. For more information, please visit <https://www.veritaglobal.net/zhi>.

1. Name of claimant as stated on Proof of Claim Form:

2. Claim Summary. List of Project / Job Name(s), Job Location(s), and Purchase Order(s) and description of the claim (you may attach a separate summary that contains the same information):

#	Project Name(s)	Amount of Claim
1		
2		
3		

#	Job Name(s)	Job Location(s)	Purchase Order(s)	Amount of Claim
1				
2				
3				

Additional claim summary page available at end of this document

3. Documentation. Documentation supporting the claim should be attached hereto. Documentation should include both evidence of the nature of the claim asserted as well as evidence of the date or dates on which the claim arose.

4. Claims Against Multiple Debtor Entities: Each Proof of Claim and Claim Summary must state a claim against only one Debtor and clearly indicate the Debtor against which the claim is asserted.

5. Sign and Date Form.

Date: _____ Signature: _____
Name: _____
Address: _____

Phone: _____
Email: _____

If you are a vendor or customer claimant, the Debtors strongly recommend that you please complete the Proof of Claim Form and this Supplement. Attach the Supplement to the Electronic Proof of Claim Form (ePOC) as supporting documentation (ePOC Step 10) or include the Supplement in the envelope with the Proof of Claim mailed to Verita at the address below. Forms will not be accepted by Electronic Mail or Facsimile.

Submit Electronic Proof of Claim (ePOC):

Please visit <https://www.veritaglobal.net/zhi> to submit an ePOC. See ePOC Step 10 - Supporting Documentation to load this Supplement form.

Mailing Address:

Zachry Claims Processing Center
c/o KCC dba Verita
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

Claim Summary Additional Page for List of Projects

Name (as listed on Proof of Claim): _____

#	Project Name(s)	Amount of Claim

Page __ of __

Claim Summary Additional Page for List of Jobs

Name (as listed on Proof of Claim): _____

#	Job Name(s)	Job Location(s)	Purchase Order(s)	Amount of Claim

Page __ of __

Exhibit 2

Proposed Bar Date Notice

**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)
	)	

**NOTICE OF DEADLINES FOR THE FILING OF
PROOFS OF CLAIM, INCLUDING REQUESTS FOR PAYMENT
PURSUANT TO SECTION 503(B)(9) OF THE BANKRUPTCY CODE**

**TO: ALL PERSONS AND ENTITIES WHO MAY HAVE CLAIMS AGAINST ANY
OF THE FOLLOWING DEBTOR ENTITIES:**

DEBTOR	CASE NO.
Zachry Holdings, Inc.	24-90377 (MI)
Zachry EPC Holdings, Inc.	24-90378 (MI)
Zachry Engineering Corporation	24-90379 (MI)
Zachry High Voltage Solutions, LLC	24-90381 (MI)
ZEC New York, Inc.	24-90380 (MI)
UE Properties, Inc.	24-90382 (MI)
ZEC Michigan, Inc.	24-90383 (MI)
Zachry Industrial, Inc.	24-90385 (MI)
Zachry Constructors, LLC	24-90384 (MI)
Moss Point Properties, LLC	24-90387 (MI)
Zachry Enterprise Solutions, LLC	24-90386 (MI)
Zachry Nuclear, Inc.	24-90389 (MI)
Zachry Nuclear Construction, Inc.	24-90388 (MI)
Zachry Nuclear Engineering, Inc.	24-90390 (MI)
Computer Simulation & Analysis, Inc.	24-90391 (MI)
Zachry Plant Services Holdings, Inc.	24-90392 (MI)
JVIC Fabrication, LLC	24-90393 (MI)
Zachry Industrial Americas, Inc.	24-90394 (MI)
Zachry Maintenance Services, LLC	24-90395 (MI)
J.V. Industrial Companies, LLC	24-90396 (MI)

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' proposed claims and noticing agent at <https://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.

DEBTOR	CASE NO.
Madison Industrial Services Team, LLC	24-90397 (MI)

PLEASE TAKE NOTICE THAT:

On May 21, 2024, (the “**Petition Date**”),² Zachry Holdings, Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”).

On [●], 2024 the Court entered an order [Docket No. [●]] the (“**Bar Date Order**”) establishing certain dates by which parties holding prepetition claims against the Debtors must file proofs of claim, including requests for payment pursuant to section 503(b)(9) of the Bankruptcy Code (“**Proofs of Claim**”).

For your convenience, enclosed with this notice (this “**Notice**”) is a Proof of Claim form, which identifies on its face the amount, nature, and classification of your claim(s), if any, listed in the Debtors’ schedules of assets and liabilities filed in these chapter 11 cases (the “**Schedules**”). If the Debtors believe that you hold claims against more than one Debtor, you will receive multiple Proof of Claim forms, each of which will reflect the nature and amount of your claim as listed in the Schedules. You may make corrections to the pre-populated information, if any, to your Proof of Claim form.

As used in this Notice, the term “entity” has the meaning given to it in section 101(15) of the Bankruptcy Code, and includes all persons, estates, trusts, governmental units, and the Office of the United States Trustee for the Southern District of Texas. In addition, the terms “persons” and “governmental units” are defined in sections 101(41) and 101(27) of the Bankruptcy Code, respectively.

As used in this Notice, the term “claim” means, as to or against the Debtors and in accordance with section 101(5) of the Bankruptcy Code: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

I. THE BAR DATES.

The Bar Date Order establishes the following bar dates for filing Proofs of Claim in these chapter 11 cases (collectively the “**Bar Dates**”).

- a. **The Claims Bar Date.** Pursuant to the Bar Date Order, except as described below, all entities (except governmental units) holding claims against the Debtors that arose or are deemed to have arisen prior to the commencement of these cases on the Petition Date, including requests for payment pursuant to section 503(b)(9), must file a Proof of Claim by **September 16, 2024.**

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bar Date Order.

Except as expressly set forth in this Notice and the Bar Date Order, the Claims Bar Date applies to all types of claims against the Debtors that arose prior to the Petition Date, including secured claims, unsecured priority claims, and unsecured non-priority claims.

- b. **The Governmental Bar Date.** Pursuant to the Bar Date Order, **all governmental units holding claims against the Debtors that arose or are deemed to have arisen prior to the commencement of these cases on the Petition Date must file a Proof of Claim by the Governmental Bar Date (i.e., by November 18, 2024, at 5:00 p.m., prevailing Central Time).** The Governmental Bar Date applies to all governmental units holding claims against the Debtors (whether secured, unsecured priority, or unsecured non-priority) that arose prior to the Petition Date, including governmental units with claims against the Debtors for unpaid taxes, whether such claims arise from prepetition tax years or periods or prepetition transactions to which the Debtors were a party.
- c. **The Rejection Damages Bar Date.** Pursuant to the Bar Date Order, all entities holding claims arising from the Debtors' rejection of executory contracts and unexpired leases must file a Proof of Claim by the Rejection Damages Bar Date, (i.e., by the date that is **the later of (a) the Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days following entry of the order approving the rejection of the applicable executory contract or unexpired lease of the Debtors).**
- d. **Amended Schedules Bar Date.** Pursuant to the Bar Date Order, all entities holding claims affected by the amendment to the Debtors' Schedules must file a Proof of Claim by the Amended Schedules Bar Date (i.e., by the date that is **the later of (a) the Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Central Time, on the date that is 30 days following the date on which the Debtors mail notice of the amendment to the Schedules).**

II. WHO MUST FILE A PROOF OF CLAIM

Except as otherwise set forth herein, the following entities holding claims against the Debtors that arose (or that are deemed to have arisen) prior to the Petition Date **must** file Proofs of Claim on or before the applicable Bar Date or any other applicable bar date set forth in the Bar Date Order, as applicable:

- a. any entity whose claim against a Debtor is not listed in the applicable Debtor's Schedules or is listed as contingent, unliquidated, or disputed if such entity desires to participate in these chapter 11 cases or share in any distribution in any of these chapter 11 cases;
- b. any entity who believes that its claim is improperly classified in the Schedules or is listed in an incorrect amount and who desires to have its

- claim allowed under a different classification or in an amount different than that set forth in the Schedules;
- c. any former or present full-time, part-time, salaried, or hourly employee asserting a claim based on a grievance against a Debtor to the extent grounds for such grievance arose on or prior to the Petition Date;
 - d. any entity that believes its prepetition claim as listed in the Schedules is not an obligation of the specific Debtor against which the claim is listed and that desires to have its claim allowed against a Debtor other than that identified in the Schedules; and
 - e. any entity alleging that its claim against a Debtor is or may qualify as an administrative expense pursuant to section 503(b)(9) of the Bankruptcy Code.

Any persons and entities listed above shall be required to file a Proof of Claim by the applicable Bar Date, regardless if such person or entity is or may be included in, or represented by a purported class action, class suit, or similar representative action filed, or that may be filed, against the Debtors (collectively, “Representative Actions”).

III. PARTIES WHO DO NOT NEED TO FILE PROOFS OF CLAIM

Certain parties are not required to file Proofs of Claim. The Court may, however, enter one or more separate orders at a later time requiring creditors to file Proofs of Claim for some kinds of the following claims and setting related deadlines. If the Court does enter such an order, you will receive notice of it. The following entities holding claims that would otherwise be subject to the Bar Dates, in the capacities described below, need **not** file Proofs of Claims:

- a. the United States Trustee for the Southern District of Texas, on account of claims for fees payable pursuant to 28 U.S.C. § 1930;
- b. any person or entity that is exempt from filing a Proof of Claim pursuant to an order of the Court in these chapter 11 cases, including, without limitation, pursuant to an order authorizing the Debtors’ use of cash collateral (whether on an interim or final basis);
- c. any entity that already has filed a signed Proof of Claim against the applicable Debtor or submitted a signed Proof of Claim with the Claims and Noticing Agent in a form substantially similar to Official Form 410 against the applicable Debtor, but only with respect to the claim asserted therein that was properly filed against the correct Debtor(s);
- d. any entity whose claim is listed on the Schedules if: (i) the claim is **not** scheduled by the Debtors as any of “disputed,” “contingent,” or “unliquidated;” (ii) such entity agrees with the amount, nature, and priority of the claim as set forth in the Schedules; and (iii) such entity does not dispute that its claim is an obligation only of the specific Debtor against which the claim is listed in the Schedules;

- e. any entity whose claim has previously been allowed by a final order of the Court;
- f. any Debtor or non-Debtor affiliate holding a claim against a Debtor;
- g. any entity whose claim is solely against any non-Debtor affiliates;
- h. any entity whose claim has been paid in full by the Debtors pursuant to a Court order;
- i. a current employee of the Debtors, if an order of the Court authorized the Debtors to honor such claim in the ordinary course of business as a wage, commission, or benefit; *provided* that a current employee must submit a Proof of Claim by the Claims Bar Date for all other claims arising before the Petition Date, including claims for wrongful termination, discrimination, harassment, hostile work environment, and/or retaliation;
- j. any entity holding a claim for which a separate deadline is fixed by the Court;
- k. any entity holding an administrative expense claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as a postpetition expense of administration incurred in the ordinary course, other than a claim arising under 503(b)(9) of the Bankruptcy Code;
- l. any entity holding an administrative expense claim for postpetition fees and expenses incurred by any professional allowable under sections 330, 331, and 503(b) of the Bankruptcy Code; and
- m. any entity holding an equity interest in any Debtor; *provided* that any holder of an equity interest that wishes to assert a claim against any Debtor other than with respect to ownership of such equity interest, including a claim relating to the purchase or sale of such equity interest or rescission under section 510 of the Bankruptcy Code, must file a Proof of Claim asserting any such claims on or before the Claims Bar Date.

IV. INSTRUCTIONS FOR FILING PROOFS OF CLAIM.

The following requirements shall apply with respect to filing and preparing each Proof of Claim:

- a. **Contents.** Each Proof of Claim must: (i) be written in legible English; (ii) include a claim amount denominated in United States dollars using, if applicable, the exchange rate as of 5:00 p.m. prevailing Central Time, on the Petition Date (and, to the extent such claim is converted to United States dollars, state the rate used in such conversion); (iii) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; (iv) if applicable, include information regarding any payment actually received by the claimant from any third party on account of, in connection with, or otherwise relating to the claim; (v) include information on the

project, job, and purchase order that the claim relates to, if applicable; and (vi) be signed by the claimant or by an authorized agent or legal representative of the claimant on behalf of the claimant, whether such signature is an electronic signature or is ink.

- b. **Section 503(b)(9) Claim.** Any Proof of Claim asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must also: (i) include the value of the goods delivered to and received by the Debtors in the 20 days prior to the Petition Date; (ii) attach documentation identifying (a) the particular invoices for which such claim is being asserted, (b) the Debtor to which the goods were shipped, (c) the date the Debtor received such goods, (d) the value of the goods, (e) whether the value of such claim represents a combination of goods and services, and (f) whether any other claim has been filed with respect to such goods; and (iii) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).
- c. **Electronic Signatures Permitted.** Only **original** Proofs of Claim signed electronically or in ink by the claimant or an authorized agent or legal representative of the claimant are acceptable for purposes of claims administration. Copies of Proofs of Claim, or Proofs of Claim sent by facsimile or electronic mail will not be accepted. Unless otherwise ordered by the Court, any original document containing the original signature of any party other than the party that files the Proof of Claim shall be retained by the filing party for a period of not less than five (5) years after the Debtors' cases are closed and, upon request, such original document must be provided to the Court or other parties for review, pursuant to the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means in Texas Bankruptcy Courts.
- d. **Identification of the Debtor Entity.** Each Proof of Claim must clearly identify the Debtor against which a claim is asserted, including the individual Debtor's case number. A Proof of Claim filed under the joint administration case number (Case No. [●]), or otherwise without identifying a specific Debtor, may be deemed as filed only against Zachry Holdings, Inc. in the Debtors' sole discretion.
- e. **Claim Against Multiple Debtor Entities.** Each Proof of Claim must state a claim against **only one** Debtor and clearly indicate the Debtor against which the claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, such claim may be treated as if filed only against Zachry Holdings, Inc. in the Debtors' sole discretion.
- f. **Supporting Documentation.** Each Proof of Claim should include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). Failure to include such supporting documentation will not invalidate the claim. If, however, such documentation is voluminous, upon

prior written consent of the Debtors' counsel,³ such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor that received such written consent shall be required to transmit such documentation to Debtors' counsel upon request no later than ten (10) days from the date of such request.

- g. **Timely Service.** Each Proof of Claim must be filed, including supporting documentation, by either (i) electronic submission through PACER (Public Access to Court Electronic Records at <http://ecf.txsb.uscourts.gov>), (ii) electronic submission using the interface available on the Claims and Noticing Agent's website at <https://www.veritaglobal.net/ZHI>, or (iii) if submitted through non-electronic means, by U.S. Mail or other hand delivery system, so as to be **actually received** by the Claims and Noticing Agent on or before the Claims Bar Date or the Governmental Bar Date, or other applicable Bar Date, at the following addresses:

If by First-Class Mail, Hand Delivery, or Overnight Mail:

Zachry Claims Processing Center
c/o KCC dba Verita
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

**PROOFS OF CLAIM SUBMITTED BY FACSIMILE OR
ELECTRONIC MAIL WILL NOT BE ACCEPTED.**

- h. **Receipt of Service.** Claimants submitting a Proof of Claim through non-electronic means wishing to receive acknowledgment that their Proofs of Claim were received by the Claims and Noticing Agent must submit (i) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to the Claims and Noticing Agent) and (ii) a self-addressed, stamped envelope.

V. CONSEQUENCES OF FAILING TO TIMELY FILE YOUR PROOF OF CLAIM

Pursuant to the Bar Date Order and in accordance with Bankruptcy Rule 3003(c)(2), if you or any party or entity who is required, but fails, to file a Proof of Claim in accordance with the Bar Date order on or before the applicable Bar Date, please be advised that:

- a. YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTORS (OR FILING A PROOF OF CLAIM WITH RESPECT THERETO);

³ Any notice to the Debtors' counsel should be addressed to: White & Case LLP, 111 South Wacker Drive, Suite 5100, Chicago, Illinois 60606, Attn: Fan He (fhe@whitecase.com); RJ Szuba (rj.szuba@whitecase.com); Barrett Lingle (barrett.lingle@whitecase.com); Clint Simkins (clint.simkins@whitecase.com); and Alonso Aquije (alonso.aquije@whitecase.com).

- b. THE DEBTORS AND THEIR PROPERTY SHALL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO OR ARISING FROM SUCH CLAIM;
- c. YOU WILL NOT RECEIVE ANY DISTRIBUTION IN THESE CHAPTER 11 CASES ON ACCOUNT OF THAT CLAIM; AND
- d. YOU WILL NOT BE PERMITTED TO VOTE ON ANY PLAN OR PLANS OF REORGANIZATION FOR THE DEBTORS ON ACCOUNT OF THESE BARRED CLAIMS OR RECEIVE FURTHER NOTICES REGARDING SUCH CLAIM.

VI. RESERVATION OF RIGHTS

Nothing contained in this Notice is intended to or should be construed as a waiver of the Debtors' right to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules.

VII. THE DEBTORS' SCHEDULES AND ACCESS THERETO

You may be listed as the holder of a claim against one or more of the Debtor entities in the Debtors' Schedules. If you rely on the Debtors' Schedules, it is your responsibility to determine that the claim is accurately listed in the Schedules. If you agree with the nature, amount, and status of your claim as listed in the Debtors' Schedules, and if you do not dispute that your claim is only against the Debtor entity specified by the Debtors, and if your claim is not described as "disputed," "contingent," or "unliquidated," you need **not** file a Proof of Claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this Notice.

VIII. ADDITIONAL INFORMATION

Copies of the Debtors' Schedules, the Bar Date Order, and other information regarding these chapter 11 cases are available for inspection free of charge on the Debtors' website at <https://www.veritaglobal.net/ZHI>. The Schedules and other filings in these chapter 11 cases also are available for a fee at the Court's website at <http://ecf.txsb.uscourts.gov>. A login identification and password to the Court's Public Access to Court Electronic Records ("PACER") are required to access this information and can be obtained through the PACER Service Center at <http://www.pacer.psc.uscourts.gov>. Copies of the Schedules and other documents filed in these cases also may be examined between the hours of 8:00 a.m. and 5:00 p.m., prevailing Central Time, Monday through Friday, at the office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the Southern District of Texas, United States Courthouse, 515 Rusk Avenue, Houston, Texas 77002.

If you require additional information regarding the filing of a Proof of Claim, you may contact the Debtors' restructuring hotline at: (866) 479-8211 (U.S./Canada) or +1 (781) 575-2037 (International).

**A HOLDER OF A POSSIBLE CLAIM AGAINST THE DEBTORS SHOULD CONSULT
AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE,
SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF CLAIM.**

Exhibit 3

Form of Publication Notice

**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)

**NOTICE OF DEADLINES FOR THE FILING
OF PROOFS OF CLAIM, INCLUDING REQUESTS FOR
PAYMENTS UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE**

**THE CLAIMS BAR DATE IS SEPTEMBER 16, 2024, AT 5:00 P.M. (PREVAILING
CENTRAL TIME)**

**THE GOVERNMENTAL CLAIMS BAR DATE IS:
NOVEMBER 18, 2024, AT 5:00 P.M. (PREVAILING CENTRAL TIME)**

Deadlines for Filing Proofs of Claim. On [●], 2024, the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) entered an order [Docket No. [●]] (the “**Bar Date Order**”) establishing certain deadlines for the filing of proofs of claim, including requests for payment under section 503(b)(9) of the Bankruptcy Code (collectively, “**Proofs of Claim**”), in these chapter 11 cases of the following debtors and debtors in possession (collectively, the “**Debtors**”):

DEBTOR	CASE NO.
Zachry Holdings, Inc.	24-90377 (MI)
Zachry EPC Holdings, Inc.	24-90378 (MI)
Zachry Engineering Corporation	24-90379 (MI)
Zachry High Voltage Solutions, LLC	24-90381 (MI)
ZEC New York, Inc.	24-90380 (MI)
UE Properties, Inc.	24-90382 (MI)
ZEC Michigan, Inc.	24-90383 (MI)
Zachry Industrial, Inc.	24-90385 (MI)
Zachry Constructors, LLC	24-90384 (MI)
Moss Point Properties, LLC	24-90387 (MI)

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’ proposed claims and noticing agent at <https://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.

DEBTOR	CASE NO.
Zachry Enterprise Solutions, LLC	24-90386 (MI)
Zachry Nuclear, Inc.	24-90389 (MI)
Zachry Nuclear Construction, Inc.	24-90388 (MI)
Zachry Nuclear Engineering, Inc.	24-90390 (MI)
Computer Simulation & Analysis, Inc.	24-90391 (MI)
Zachry Plant Services Holdings, Inc.	24-90392 (MI)
JVIC Fabrication, LLC	24-90393 (MI)
Zachry Industrial Americas, Inc.	24-90394 (MI)
Zachry Maintenance Services, LLC	24-90395 (MI)
J.V. Industrial Companies, LLC	24-90396 (MI)
Madison Industrial Services Team, LLC	24-90397 (MI)

The Bar Dates. Pursuant to the Bar Date Order, **all** entities (except governmental units), including individuals, entities, estates, trusts, person or entity who is, or may be included in, or represented by, a purported class action, class suit, or similar representative action filed, or that may be filed, against the Debtors that have a claim or potential claim against the Debtors that arose prior to May 21, 2024, no matter how remote or contingent such right to payment or equitable remedy may be, **including** requests for payment under section 503(b)(9) of the Bankruptcy Code, **MUST FILE A PROOF OF CLAIM on or before September 16, 2024 at 5:00 p.m. prevailing Central Time (the “Claims Bar Date”).** Governmental entities that have a claim or potential claim against the Debtors that arose prior to May 21, 2024, no matter how remote or contingent such right to payment or equitable remedy may be, **MUST FILE A PROOF OF CLAIM on or before November 18, 2024, at 5:00 p.m., prevailing Central Time (the “Governmental Bar Date”).** All entities holding claims arising from the Debtors’ rejection of executory contracts and unexpired leases are required to file Proofs of Claim by **the date that is (a) the later of the Claims Bar Date or the Governmental Bar Date, as applicable, and (b) the date that is thirty (30) days following entry of the order approving the Debtors’ rejection of the applicable executory contract or unexpired lease (the “Rejection Damages Bar Date”).** All entities holding claims affected by an amendment to the Debtors’ schedules of assets and liabilities filed in these cases (the “Schedules”) are required to file Proofs of Claim, by **the later of (a) the Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days from the date on which the Debtors mail notice of the amendment of the Schedules, as the last date and time by which claimants holding claims affected by the amendment must file Proofs of Claims against any Debtor (the “Amended Schedules Bar Date”).**

THE BAR DATES ESTABLISHED BY THE BAR DATE ORDER AND REFERENCED IN THIS NOTICE SUPERSEDE ANY BAR DATES ESTABLISHED, FILED, NOTICED, OR PREVIOUSLY SERVED IN THESE CHAPTER 11 CASES.

ANY PERSON OR ENTITY WHO FAILS TO FILE A PROOF OF CLAIM, INCLUDING ANY REQUEST FOR PAYMENT UNDER SECTION 503(B)(9) OF THE BANKRUPTCY CODE ON OR BEFORE THE CLAIMS BAR DATE OR THE GOVERNMENTAL BAR DATE, AS APPLICABLE, SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR THE PURPOSES OF VOTING AND DISTRIBUTION

ON ANY CHAPTER 11 PLAN.

Filing a Proof of Claim. Each Proof of Claim must be filed, including supporting documentation, by either (i) electronic submission through PACER (Public Access to Court Electronic Records at <http://ecf.txsb.uscourts.gov>), (ii) electronic submission using the interface available on the Claims and Noticing Agent's website at <https://www.veritaglobal.net/ZHL>, or (iii) if submitted through non-electronic means, by U.S. Mail or other hand delivery system, so as to be **actually received** by the Claims and Noticing Agent on or before the Claims Bar Date or the Governmental Bar Date, or any other applicable Bar Date, at the following addresses:

If by First-Class Mail, Hand Delivery, or Overnight Mail:

Zachry Claims Processing Center
c/o KCC dba Verita
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

PROOFS OF CLAIM SUBMITTED BY FACSIMILE OR ELECTRONIC EMAIL WILL NOT BE ACCEPTED.

Contents of Proofs of Claim. Each Proof of Claim must: (1) be written in legible English; (2) include a claim amount denominated in United States dollars using, if applicable, the exchange rate as of 5:00 p.m. prevailing Central Time, on the Petition Date (and, to the extent such claim is converted to United States dollars, state the rate used in such conversion); (3) clearly identify the Debtor against which the claim is asserted; (4) conform substantially with the Proof of Claim form provided by the Debtors or Official Form 410; (5) be signed by the claimant or by an authorized agent or legal representative of the claimant on behalf of the claimant, whether such signature is an electronic signature or is ink; (6) if applicable, include information regarding any payment actually received by the claimant from any third party on account of, in connection with, or otherwise relating to the claim; (7) include information on the project, job, and purchase order that the claim relates to, if applicable; and (8) include as attachments any and all supporting documentation on which the claim is based. Failure to include the supporting documentation will not invalidate the claim. **Please note** that each Proof of Claim must state a claim against only one Debtor and clearly indicate the specific Debtor against which the claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, a Proof of Claim may be treated as if filed only against Zachry Holdings, Inc., or if a Proof of Claim is otherwise filed without identifying a specific Debtor, the Proof of Claim may be deemed as filed only against Zachry, Holdings, Inc., in each case, in the Debtors' sole discretion.

Electronic Signatures Permitted. Proofs of Claim signed electronically by the claimant or an authorized agent or legal representative of the claimant are acceptable for purposes of claims administration. Copies of Proofs of Claim, or Proofs of Claim sent by facsimile or electronic mail will not be accepted. Unless otherwise ordered by the Court, any original document containing the original signature of any party other than the party that files the Proof of Claim shall be retained by the filing party for a period of not less than five (5) years after the Debtors' cases are closed and, upon request, such original document must be provided to the Court or other parties for review, pursuant to the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means in Texas Bankruptcy Courts.

Section 503(b)(9) Requests for Payment. Any Proof of Claim that asserts a right to payment arising under section 503(b)(9) of the Bankruptcy Code must also: (1) include the value of the goods delivered to and received by the Debtors in the 20 days prior to the Petition Date; (2) attach documentation identifying (a) the particular invoices for which such claim is being asserted, (b) the Debtor to which the goods were shipped, (c) the date the Debtor received such goods, (d) the value of the goods, (e) whether the value of such claim represents a combination of goods and services, and (f) whether any other claim has been filed with respect to such goods; and (3) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).

Additional Information. If you have any questions regarding the claims process and/or you wish to obtain a copy of the Bar Date Notice, a proof of claim form or related documents you may do so by: (i) calling the Debtors' restructuring hotline at (866) 479-8211 (U.S./Canada) or +1 (781) 575-2037 (International); and/or (ii) visiting the Debtors' restructuring website at: <https://www.veritaglobal.net/ZHI>

United States Bankruptcy Court
Southern District of Texas

In re:
Zachry Holdings, Inc.
Statutory Unsecured Claimholders' C
Debtors

Case No. 24-90377-mi
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Jul 26, 2024

User: ADIuser
Form ID: pdf002

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Total Noticed: 94

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).

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 28, 2024:

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
jdb	+ Zachry Maintenance Services, LLC, 527 Logwood Avenue, San Antonio, TX 78221-1738
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	Air Specialty & Equipment Co., 406 S. Navigation, Corpus Christi, TX 78405-4001
intp	+ Apache Industrial Services, Inc., 250 Assay Street, Suite 500, Houston, TX 77044-3507
op	+ CB&I LLC, 757 North Eldridge Parkway, Houston, TX 77079-4527
cr	+ CRG Financial LLC, 84 Herbert Avenue, Building B, Suite 202, Closter, NJ 07624 UNITED STATES 07624-1343
cr	+ Cajun Industries, LLC, 15635 Airline Hwy, Baton Rouge, LA 70817-7318
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	+ Countless Supply LLC, c/o Chamberlain Hrdlicka, Attn: Bankruptcy Department, 1200 Smith Street, Suite 1400, Houston, TX 77002-4496
cr	+ Dashiell Corporation, 12301 Kurland Drive, Suite 110, Houston, TX 77034-4843
cr	+ Diamond Oil Field Supply Inc, Charles M. Rush, APLC, 202 Magnate Dr, Lafayette, LA 70508, UNITED STATES 70508-3830
cr	+ F.E. Moran, Inc. Special Hazard Systems, c/o Saul Ewing LLP, 701 Brickell Avenue, Suite 1700, Miami, FL 33131-2832
cr	+ Flowserve Us Inc., c/o Clark Hill PLC, Attn Robert P Franke, 901 Main Street, Suite 6000, Dallas, TX 75202-3748
cr	+ G&G Enterprises Construction Corp, Germer PLLC, C/o Gary W. Coker, P.O. Box 4915, Beaumont, TX 77704-4915
cr	+ Gajeske, Inc., 6200 N Houston Rosslyn Road, Houston, TX 77091-3410
cr	+ Glesby Marks, Ltd., Crady Jewett McCulley & Houren LLP, c/o Shelley B. Bush, 2727 Allen Parkway, Suite 1700, Houston, TX 77019-2125
cr	+ Graco Mechanical, Inc., 5910 Schumacher Lane, Houston, TX 77057-7188
cr	+ Grayson Taxing Entities (City of Sherman and Howe, Abernathy, Roeder, Boyd & Hullett, P.C., 1700 Redbud Blvd., Suite 300, McKinney, TX 75069-3276
cr	+ Harris County, ATTN: Property Tax Division, Harris County Attorney's Office, P.O. Box 2848, Houston, TX 77252-2928, UNITED STATES 77252-2848
cr	+ Hayden & Company, c/o Clark Hill PLC, Attn Robert P Franke, 901 Main Street, Suite 6000, Dallas, TX 75202-3748
cr	+ IWS Gas and Supply of Texas, Ltd., Chamberlain Hrdlicka Attorneys at Law, 1200 Smith, Suite 1400, Houston, TX 77002, UNITED STATES 77002-4496
cr	+ International Bank of Commerce, c/o Michael G. Colvard, 112 E Pecan Street, Suite 1616, San Antonio, Tx 78205-8902

District/off: 0541-4
Date Rcvd: Jul 26, 2024

User: ADIuser
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cr + J2 Resources, LLC, Patel Gaines, PLLC, 221 West Exchange Avenue, Suite 306, Fort Worth, TX 76164 UNITED STATES 76164-3614
cr + James J. Flanagan Shipping Corporation, GERMER PLLC, 550 Fannin Street, Suite 400, Beaumont, Tx 77701, UNITED STATES 77701-3105
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
op + Kurtzman Carson Consultants, LLC dba Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245-5614
cr + Lasko Electrical Services, LLC, c/o C. Daniel Roberts, C. Daniel Roberts, PC, PO Box 6368, Austin, TX 78762-6368
cr ++ MAXIM CRANE WORKS INC, CLARK HILL, 901 MAIN STREET SUITE 6000, DALLAS TX 75202-3748 address filed with court:, Maxim Crane Works, Inc., c/o Clark Hill PLC, Attn Robert P Franke, 901 Main Street, Suite 6000, Dallas, TX 75202
cr + Marquis Construction Services, LLC, P.O. Box 548, Clute, TX 77531-0548
cr + Martin Creek Holdings, LLC, Germer PLLC, 550 Fannin Street, Suite 400, Beaumont, TX 77701, UNITED STATES 77701-3105
cr + Matheson Tri-Gas, Inc., c/o Karl D. Burrer, Greenberg Traurig, LLP, 1000 Louisiana Stree, Suite 6700, Houston, TX 77002-6003
cr + Metal Depot Orange, LLC, GERMER PLLC, P.O. Box 4915, Beaumont, TX 77704-4915
cr + National Labor Relations Board - Region 15, 600 South Maestri Place, 7th Floor, New Orleans, LA 70130-3413, UNITED STATES 70130-3431
cr + P&I Supply Company, c/o Patricia B. Tomasco, Quinn Emanuel Urquhart & Sullivan, LLP, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
cr + PK Industrial LLC, c/o Lloyd A. Lim, Kean Milller LLP, 711 Louisiana, Ste. 1800, Houston, TX 77002-2832
cr + PK Technology, c/o Lloyd A. Lim, Kean Miller LLP, 711 Louisiana, Ste. 1800, Houston, TX 77002-2832
cr + Port of Beaumont, Gary W. Coker - Germer PLLC, P.O. Box 4915, Beaumont, TX 77704-4915
cr + Puffer-Sweiven, c/o Mary Elizabeth Heard, Grable Martin PLLC, 7700 Broadway St., Suite 104 PMB 308, San Antonio, TX 78209-3260
cr + Sabine River Authority of Texas, Germer PLLC, 550 Fannin Street, Suite 400, Beaumont, TX 77701, UNITED STATES 77701-3105
cr + Shermco Industries, Inc., c/o Jason P. Kathman, Spencer Fane LLP, 5700 Granite Parkway, Suite 650, Plano, TX 75024-6812
cr + System One Holdings, LLC, Clark Hill PLC, Attn Robert P Franke, 901 Main Street, Suite 6000, Dallas, TX 75202-3748
cr + TECON SERVICES, INC, 1301 McKinney Street, Suite 1400, Houston, TX 77010-3064
cr + Texas ReExcavation LC, 5114 Railroad Street, Deer Park, TX 77536-2409
cr + 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 + Ursula Andres, c/o Tommy Yeates, 905 Orleans, Beaumont, TX 77701-3520
cr + Victory Air & Equipment, LLC, Crady Jewett McCulley & Houren LLP, c/o Shelley B. Bush, 2727 Allen Parkway, Suite 1700, Houston, TX 77019-2125
cr + W. Joe Shaw, Ltd. d/b/a goSafe, c/o Greer, Herz & Adams, LLP, One Moody Plaza, 18th Fl., Galveston, TX 77550-7947
cr + WaterFleet, LLC, 5110 S.E. Loop 410, San Antonio, TX 78222-3937
cr + Wells Fargo Equipment Finance, Inc., c/o Daniel J. Ferretti, Baker Donelson, 1301 McKinney, Suite 3700, Houston, TX 77010-3034

TOTAL: 69

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
cr	+ Email/Text: jking@offermanking.com	Jul 26 2024 20:01:00	4 Horn Industrial, c/o James W. King, 6420 Wellington Pl, Beaumont, TX 77706-3206
cr	+ Email/Text: bankruptcynotices@anb.com	Jul 26 2024 20:02:00	Amarillo National Bank, Mullin Hoard and Brown, LLP, Attn: Brad W. Odell, P.O. Box 2585, Lubbock, TX 79408-2585
cr	Email/Text: houston_bankruptcy@LGBS.com	Jul 26 2024 20:03:00	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	Jul 26 2024 20:03:00	City of Pasadena, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: jking@offermanking.com	Jul 26 2024 20:01:00	Cy-Fair Tire, c/o James W. King, 6420 Wellington Pl, Beaumont, TX 77706-3206
cr	Email/Text: houston_bankruptcy@LGBS.com	Jul 26 2024 20:03:00	Cypress-Fairbanks ISD, Linebarger Goggan Blair & Sampson LLP, C/O Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Jul 26 2024 20:03:00	Deer Park ISD, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Jul 26 2024 20:03:00	Fort Bend County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box

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			3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Jul 26 2024 20:03:00	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	Jul 26 2024 20:03:00	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	Jul 26 2024 20:03:00	Harris County ESD #60, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Jul 26 2024 20:03:00	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	Jul 26 2024 20:03:00	Houston ISD, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Jul 26 2024 20:03:00	Jefferson County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Jul 26 2024 20:03:00	Katy ISD, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemier, PO Box 3064, Houston, TX 77253-3064
cr	Email/Text: sanantonio.bankruptcy@publicans.com	Jul 26 2024 20:01:00	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	Jul 26 2024 20:01:00	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	Jul 26 2024 20:03:00	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	Jul 26 2024 20:02:40	Maxim Crane Works, Inc., c/o Clark Hill PLC, Attn Robert P Franke, 901 Main Street, Suite 6000, Dallas, TX 75202
cr	Email/Text: houston_bankruptcy@LGBS.com	Jul 26 2024 20:03:00	Matagorda County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: schristianson@buchalter.com	Jul 26 2024 20:01:00	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	Jul 26 2024 20:03:00	Orange 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	Jul 26 2024 20:02:00	PK Industrial LLC, c/o Lloyd A. Lim, Kean Miller LLP, 711 Louisiana, Ste. 1800, Houston, TX 77002-2832
cr	+ Email/Text: lloyd.lim@keanmiller.com	Jul 26 2024 20:02:00	PK Technology, c/o Lloyd A. Lim, Kean Miller LLP, 711 Louisiana, Ste. 1800, Houston, TX 77002-2832
cr	+ Email/Text: brittany@sdlaw.com	Jul 26 2024 20:02:00	Spitzer Industries, Inc., c/o Ross Spence, Spence, Desenberg & Lee, PLLC, 1770 St. James Place, Suite 625, Houston, TX 77056-3500
cr	Email/Text: julie.parsons@mvbalaw.com	Jul 26 2024 20:02:00	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	Jul 26 2024 20:02:00	The County of Medina, Texas, McCreary, Veselka, Bragg & Allen, P.C., P.O. Box 1269, Round Rock,

District/off: 0541-4
Date Rcvd: Jul 26, 2024

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cr + Email/Text: BKNotice@andrewsmyers.com

Jul 26 2024 20:02:00

TX 78680, UNITED STATES 78680-1269

USA Debusk, LLC, c/o Andrews Myers, PC, Attn:
Lisa M. Norman, 1885 Saint James Place, 15th
floor, Houston, TX 77056-4176

TOTAL: 28

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		OPPD
cr		Acuren Inspection, Inc.
cr		Bank of America, N.A.
cr		Bank of america, n.a.
cr		Bernhard Capital Partners Management, LP
cr		Brown & Root Industrial Services, LLC
intp		Burns & McDonnell Engineering Company, Inc.
intp		Chiyoda International Corporation
cr		Consolidated Crane & Rigging, LLC
cr		Curtiss-Wright Flow Control Company, Farris
cr		DNOW L.P.
cr		Element Fleet Corporation
intp		ExxonMobil Corporation
cr		Ferguson Enterprises Inc
intp		Golden Pass LNG Terminal LLC
intp		HF Sinclair Corporation
cr		Hammon 4531 Columbia, LLC
cr		Houston NFL Holdings, L.P. d/b/a Houston Texans
cr		IRISNDT Inc.
cr		Integrated Power Co.
intp		KBR, Inc.
intp		Kellogg Brown & Root LLC
cr		Kleberg County
cr		MMR Constructors, Inc.
cr		McGrath RentCorp
cr		Mobile Modular Management Corp
cr		Nueces County
cr		Nxgen Group Equipment Rentals USA, Inc.
cr		OJay Enterprises LLC
cr		Omaha Public Power District
cr		PASADENA INDEPENDENT SCHOOL DISTRICT et al.
cr		PPI Quality & Engineering, LLC
cr		Powell Electrical Systems, Inc.
intp		Premier Trailers, LLC d/b/a Premier Trailer Leasin
cr		Raba Kistner, Inc.
cr		Rush, LLC
cr		Statutory Unsecured Claimholders' Committee
cr		Sunbelt Rentals, Inc., Sunbelt Rentals Scaffold Se
cr		Texas Capital Bank
cr		Texas Comptroller of Public Accounts, Revenue Acco, Jamie Kirk
cr		The Reynolds Company
cr		Turner Industries Group, L.L.C.
cr		USADebusk, LLC, c/o Wells & Cuellar, P.C., 440 Louisiana, Suite 718, Houston
cr		Valero Refining-Meraux LLC
intp		Venture Global Plaquemines LNG, LLC
cr		Victoria County
cr		Volunteer Metal Systems, LLC
cr		Wholesale Electric Supply Company of Houston, Inc.
cr		Williams Scotsman, Inc.

TOTAL: 49 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

District/off: 0541-4
Date Rcvd: Jul 26, 2024

User: ADIuser
Form ID: pdf002

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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 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: Jul 28, 2024

Signature: /s/Gustava Winters

Tab 5

24-90377 ECF No. 859

Fill in this information to identify the case:

Debtor Name: In re : Zachry Engineering Corporation
 United States Bankruptcy Court for the: Southern District of Texas
 Case number (if known): 24-90379 (MI)

☒ Check if this is an amended filing

Official Form 206Sum**Summary of Assets and Liabilities for Non-Individuals****12/15****Part 1: Summary of Assets****1. Schedule A/B: Assets—Real and Personal Property** (Official Form 206A/B)**1a. Real property:**Copy line 88 from *Schedule A/B*

\$ 4,923,228.46

1b. Total personal property:Copy line 91A from *Schedule A/B*

\$ 99,571,377.03

1c. Total of all property:Copy line 92 from *Schedule A/B*

\$ 104,494,605.49

Part 2: Summary of Liabilities**2. Schedule D: Creditors Who Have Claims Secured by Property** (Official Form 206D)Copy the total dollar amount listed in Column A, *Amount of claim*, from line 3 of *Schedule D*

\$ 282,371,252.61

3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)**3a. Total claim amounts of priority unsecured claims:**Copy the total claims from Part 1 from line 5a of *Schedule E/F*

\$ 0.00

3b. Total amount of claims of nonpriority amount of unsecured claims:Copy the total of the amount of claims from Part 2 from line 5b of *Schedule E/F*

+ \$ 28,986,017.09

4. Total liabilities

Lines 2 + 3a + 3b

\$ 311,357,269.70

Fill in this information to identify the case:

Debtor Name: In re : Zachry Engineering Corporation
 United States Bankruptcy Court for the: Southern District of Texas
 Case number (if known): 24-90379 (MI)

☒ Check if this is an amended filing

Official Form 206E/F**Schedule E/F: Creditors Who Have Unsecured Claims**

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

- ☐ No. Go to Part 2.
☒ Yes. Go to Line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

		Total claim	Priority amount
2.1 Priority creditor's name and mailing address		As of the petition filing date, the claim is: \$	Undetermined
Schedule E/F Part 1 is not amended		Check all that apply.	
Creditor Name	☐ Contingent		
Creditor's Notice name	☐ Unliquidated		
	☐ Disputed		
Address	Basis for the claim:		
City	State	ZIP Code	
Country			
Date or dates debt was incurred			
Last 4 digits of account number		Is the claim subject to offset?	
		☐ No	
Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) ()		☐ Yes	

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

		Amount of claim
3.1 Nonpriority creditor's name and mailing address See Amended Schedule E/F, Part 2 Attachment Creditor Name _____ Creditor's Notice name _____ Address _____ _____ _____ City _____ State _____ ZIP Code _____ Country _____	As of the petition filing date, the claim is: \$ _____ 28,986,017.09 <i>Check all that apply.</i> ☐ Contingent ☐ Unliquidated ☐ Disputed Basis for the claim: _____ Date or dates debt was incurred _____ Last 4 digits of account number _____	Is the claim subject to offset? ☐ No ☐ Yes

Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors. If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address	On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any
Name	Line	
Notice Name	☐ Not Listed.Explain	
Street		
City	State	ZIP Code
Country		

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

		Total of claim amounts
5a. Total claims from Part 1	5a.	\$ 0.00
5b. Total claims from Part 2	5b. +	\$ 28,986,017.09
5c. Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c.	\$ 28,986,017.09

Fill in this information to identify the case:

Debtor Name: In re : Zachry Engineering Corporation

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 24-90379 (MI)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☒ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☒ Amended Schedule Schedule E/F, Part 2
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 08/30/2024
MM / DD / YYYY

X / s / Mohsin Y. Meghji
Signature of individual signing on behalf of debtor

Mohsin Y. Meghji
Printed name
Chief Restructuring Officer of Zachry
Holdings, Inc
Position or relationship to debtor

In re: Zachry Engineering Corporation

Case No. 24-90379

Schedule E/F, Part 2

Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Address 1	Address 2	City	State	Zip	Country	Date incurred	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim	Amendment Note
	Avarez, Naker Individually and on Behalf of the Estate of Juan	VB ATTORNEYS, Vuk S. Vulasinovic	6363 Woodway, Suite 400	Houston	TX	77056		Undetermined	Personal Injury	N	Y	Y	Y	Undetermined	
3.1	Fuenmayor, et al.	PO BOX 240130		SAN ANTONIO	TX	78224-0130		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.2	AMBITECH ENGINEERING CORP	P. O. BOX 411289		BOSTON	MA	02241-1289		Undetermined	Trade Payables	N	N	N	N	\$63,840.00	
3.3	APEX SYSTEMS LLC	PO BOX 7035		PASADENA	CA	91109-7035		Undetermined	Trade Payables	N	N	N	N	\$17.50	AMENDED
3.4	ASAP DRUG SOLUTIONS INC	13731 SOUTH ROUTE 30	SUITE 111	PLAINFIELD	IL	60544		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.5	AS-BUILT MANAGEMENT INC	PO BOX 5019		CAROL STREAM	IL	60197-5019		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.6	AT&T CORP	33183 COLLECTION CENTER DRIVE		CHICAGO	IL	60693-0331		Undetermined	Trade Payables	N	N	N	N	\$5,880.00	
3.7	AVEVA SOFTWARE LLC	3330 OAKWELL COURT, STE 100		SAN ANTONIO	TX	78218-3024		Undetermined	Trade Payables	N	N	N	N	\$14,000.00	
3.8	BAKER ENGRG & RISK CONSULTANT	PO BOX 828836		PHILADELPHIA	PA	19182-8836		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.9	BENTLEY SYSTEMS INC	N/A		DALLAS	TX	75373-3528		Undetermined	Billings in Excess	N	Y	N	N	Undetermined	
3.10	Billings in Excess	PO BOX 733528		LAFAYETTE	LA	70598		Undetermined	Trade Payables	N	N	N	N	\$36,000.00	
3.11	BMA SOLUTIONS INC	PO BOX 81217		CHICAGO	IL	60693-0149		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.12	BOTTOM LINE EQUIPMENT LLC	14904 COLLECTIONS CENTER DR		CHICAGO	IL	60693-0149		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.13	CANON FINANCIAL SERVICES INC	12379 COLLECTIONS CENTER DRIVE		CHICAGO	IL	60693		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.14	CANON SOLUTIONS AMERICA	PO BOX 746		YORK	SC	29745		Undetermined	Trade Payables	N	N	N	N	\$420.47	
3.15	CAROLINA LIFT STATIONS LLC	PO BOX 75723		CHICAGO	IL	60675-5723		Undetermined	Trade Payables	N	N	N	N	\$102.99	AMENDED
3.16	CDW DIRECT LLC	PO BOX 630921		CINCINNATI	OH	45263-0921		Undetermined	Trade Payables	N	N	N	N	\$7,159.72	AMENDED
3.17	CINTAS CORPORATION	1287 NAPERVILLE DR		ROMEORVILLE	IL	60446		Undetermined	Trade Payables	N	N	N	N	\$678.27	
3.18	MANAGEMENT	6530 SAWYER LOOP RD		SARASOTA	FL	34238		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.19	CODEWARE INC	PO BOX 1577		NEWARK	NJ	07101-1577		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.20	COMCAST CORPORATION	PO BOX 6111		CAROL STREAM	IL	60197		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.21	COMMONWEALTH EDISON CONSOLIDATED ELECTRICAL	PO BOX 850658		MINNEAPOLIS	MN	55485-0658		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.22	DISTRI	CONTRACTORS SAFETY		CORPUS CHRISTI	TX	78403		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.23	COUNCIL	1236 MAIN STREET		BUFFALO	NY	14209		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.24	CS BUSINESS SYSTEMS	CURTISS WRIGHT FLOW CNTRL		DETROIT	MI	48277-2521		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.25	SRV	PO BOX 772521		CANYON LAKE	TX	78133-4072		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.26	CUSTOM SYSTEMS DESIGN INC	1108 SHERWOOD DR		OMAHA	NE	68108		Undetermined	Trade Payables	N	N	N	N	\$290.40	
3.27	DATASHIELD CORPORATION	PO BOX 8458													
	Daugherty, Albert James Daugherty, Vanessa Lee Daugherty, and	The Daws Law Firm, Malachi Daws, Ryan Sherer	4055 Dowlen Road	Beaumont	TX	77706		Undetermined	Personal Injury	N	Y	Y	Y	Undetermined	
3.28	Kamp and Patriot Security, Inc.	PO BOX 802816		CHICAGO	IL	60680-2816		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.29	DELL MARKETING LP	DEPT 3731		DALLAS	TX	75312-3731		Undetermined	Trade Payables	N	N	N	N	\$5,882.86	AMENDED
3.30	DISA GLOBAL SOLUTION INC	PO BOX 1094		CHARLOTTE	NC	28201-1094		Undetermined	Trade Payables	N	N	N	N	\$4,973.62	AMENDED
3.31	DUKE ENERGY	3300 N A ST BLDG 7 STE 110		MIDLAND	TX	79705		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.32	ECAD INC	Address on File						Undetermined	Employment Discrimination	N	Y	Y	Y	Undetermined	
3.33	EEOC - Name on File 10	Address on File						Undetermined	Accrued Vacation	N	Y	Y	Y	Undetermined	
3.34	Employee Accrued Vacation 003	Address on File						CY 2024 Pre-emption	(Non-priority portion)	N	N	Y	N	\$610.51	

In re: Zachry Engineering Corporation
Case No. 24-90379
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Address 1	Address 2	City	State	Zip	Country	Date incurred	Basis for claim	Subject to offset (Y/N)	Contingent	Unfiled	Disputed	Amount of claim	Amendment Note
3.35	Employee Accrued Vacation 006	Address on File						CY 2024 Pre-petition	Accrued Vacation (Non-priority portion)	N	N	Y	N	\$1,369.11	
3.36	Employee Accrued Vacation 008	Address on File						CY 2024 Pre-petition	Accrued Vacation (Non-priority portion)	N	N	Y	N	\$1,027.50	
3.37	Employee Accrued Vacation 013	Address on File						CY 2024 Pre-petition	Accrued Vacation (Non-priority portion)	N	N	Y	N	\$2,343.02	
3.38	ENGIE RESOURCES LLC	1990 POST OAK BLVD		HOUSTON	TX	77056		Undetermined	Trade Payables	N	N	N	N	\$3,403.81	
3.39	ENTERPRISE SECURITY SYSTEMS	10910 GRANITE ST		CHARLOTTE	NC	28273		Undetermined	Trade Payables	N	N	N	N	\$772.20	
3.40	ESC CONSULTING ENGINEERS	1922 N BROADWAY AVENUE		SPRINGFIELD	MO	65803		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.41	Fairway Melanol, LLC	9502 Bayport Blvd		Pasadena	TX	77507		Undetermined	Contract	N	N	Y	Y	Undetermined	
3.42	FARNSWORTH GROUP INC	2211 WEST BRADLEY AVENUE		CHAMPAIGN	IL	61821		Undetermined	Trade Payables	N	N	N	N	\$3,926.30	
3.43	FEDERAL EXPRESS	PO BOX 94515		PALATINE	IL	60094-4515		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.44	FEDEX CORPORATION	PO BOX 660481		DALLAS	TX	75266-0481		Undetermined	Trade Payables	N	N	N	N	\$1,651.70	
3.45	FEHR GRAHAM & ASSOCIATES LLC	101 WEST STEPHENSON STR		FREEPORT	IL	61032		Undetermined	Trade Payables	N	N	N	N	\$7,239.25	
3.46	FISCELLA BUILDING SERVICES INC	1003 N EASTERN AVE		URBANA	IL	61802		Undetermined	Trade Payables	N	N	N	N	\$394.85	
3.47	FLEXIMATION SYSTEMS INC	2680 MATHESON BLVD EAST		MISSISSAUGA	CA	L4W 0A5	CANADA	Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.48	FORTRA LLC	P.O. BOX 735324		CHICAGO	IL	60673-5324		Undetermined	Trade Payables	N	N	N	N	\$167,191.44	
3.49	FREEDOM WASTE MANAGEMENT INC	PO BOX 153		CHAMPAIGN	IL	61824		Undetermined	Trade Payables	N	N	N	N	\$27.00	
3.50	FRONTIER COMMUNICATIONS OF IND	P O BOX 740407		CINCINNATI	OH	45274-0407		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.51	FURNITURE MARKETING GROUP INC	PO BOX 649002		DALLAS	TX	75264-9002		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.52	GEIGER	PO BOX 712144		CINCINNATI	OH	45271-2144		Undetermined	Trade Payables	N	N	N	N	\$57.47	
3.53	GLENN BOUCK INC	9951 W 190TH ST SUITE H		MOKENA	IL	60448		Undetermined	Trade Payables	N	N	N	N	\$3,450.00	
3.54	GREATER OMAHA CHAMBER OF COMMERCE	808 CONAGRA DRIVE		OMAHA	NE	68102-5025		Undetermined	Trade Payables	N	N	N	N	\$570.00	
3.55	GREENWICH INC	PO BOX 831128		SAN ANTONIO	TX	78283		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.56	HAMMOND 4531 COLUMBIA LLC	4020 KINROSS LAKES PKWY #200		RICHFIELD	OH	44286		Undetermined	Trade Payables	N	N	N	N	\$869.93	
3.57	HD SUPPLY CONSTRUCTION	PO BOX 4852		ORLANDO	FL	32808-4852		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.58	HENNEMAN ENGINEERING INC	1605 S STATE STREET		CHAMPAIGN	IL	61820		Undetermined	Trade Payables	N	N	N	N	\$1,336.50	
3.59	HESSLER ASSOCIATES INC	38329 OLD MILL WAY		OCEAN VIEW	DE	19870		Undetermined	Trade Payables	N	N	N	N	\$22,521.64	
3.60	HIRERIGHT GIS INTERMEDIATE	PO BOX 847891		DALLAS	TX	75284-7891		Undetermined	Trade Payables	N	N	N	N	\$77.73	
3.61	HOST COFFEE SERVICE	9444 J ST		OMAHA	NE	68127		Undetermined	Trade Payables	N	N	N	N	\$47.62	
3.62	HOUSTON AREA SAFETY COUNCIL	PO BOX 621001		DALLAS	TX	75262-1001		Undetermined	Trade Payables	N	N	N	N	\$306.00	
3.63	INDUSTRIAL MEASUREMENT SOLUTIONS	24 VERSAGGI DRIVE		ST AUGUSTINE	FL	32090		Undetermined	Trade Payables	N	N	N	N	\$58,800.00	
3.64	INTERGRAPH CORPORATION	7088 SOLUTION CENTER		CHICAGO	IL	60677-7000		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.65	INTERMOUNTAIN GAS COMPANY	PO BOX 5600		BISMARCK	ND	58506-5600		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.66	IRON MOUNTAIN INC	P O BOX 915026		DALLAS	TX	75391-5026		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED

In re: Zachry Engineering Corporation
Case No. 24-90379
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Address 1	Address 2	City	State	Zip	Country	Date incurred	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim	Amendment Note
3.67	ISN SOFTWARE CORPORATION	PO BOX 841808		DALLAS	TX	75284-1808		Undetermined	Trade Payables	N	N	N	N	\$12,259.00	
3.68	INC	215 CASA PARK DRIVE		MT ZION	IL	62549		Undetermined	Trade Payables	N	N	N	N	\$7,646.59	
3.69	KECKLEY COMPANY	3400 CLEVELAND STREET		SKOKIE	IL	60076		Undetermined	Trade Payables	N	N	N	N	\$20,492.08	
3.70	KONICA MINOLTA	21719 NETWORK PLACE		CHICAGO	IL	60673-1217		Undetermined	Trade Payables	N	N	N	N	\$24,209.96	
3.71	KONICA MINOLTA BUSINESS	500 DAG HILL ROAD		WINDSOR	CT	06095		Undetermined	Trade Payables	N	N	N	N	\$190.07	
3.72	KRYSTAL MEDICINE CLOUD	410 MEMORIAL DR		IDAHO FALLS	ID	83402		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.73	LANDCARE INNOVATIONS INC	PO BOX 481940		CHARLOTTE	NC	28289		Undetermined	Trade Payables	N	N	N	N	\$1,900.00	
3.74	LATHROP VENDING INC	152 NORWICH NEW		UNCASVILLE	CT	06382		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.75	LINDA J OGRADY	LONDON TPKE		ROSHARON	TX	77583		Undetermined	Trade Payables	N	N	N	N	\$1,981.34	AMENDED
3.76	MAAMOT USA INC	Address on File		DALLAS	TX	75303-1659		Undetermined	Trade Payables	N	N	N	N	\$55,320.00	
3.77	MARSH WORTHAM	PO BOX 301659		BURR RIDGE	IL	60527		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.78	MCFARLANE DOUGLASS & COMPANIES	143 TOWER DR		WOOD RIVER	IL	62095		Undetermined	Trade Payables	N	N	N	N	\$669.00	
3.79	MIDWEST OCCUPATIONAL MEDICINE	325 E MADISON AVENUE		OMAHA	NE	68112		Undetermined	Trade Payables	N	N	N	N	\$100.00	
3.80	MOORE SERVICES INC	1703 READ ST		HOUSTON	TX	77099		Undetermined	Trade Payables	N	N	N	N	\$333.84	
3.81	NEWBART PRODUCTS INC	10424 ROCKLEY RD		LA PORTE	TX	77571		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.82	NORTHERN SAFETY CO INC	359 PIKE CT		OKLAHOMA CITY	OK	73147-0428		Undetermined	Trade Payables	N	N	N	N	\$127.87	
3.83	CENTERS OF OCCUPATIONAL HEALTH	PO BOX 75428		ADDISON	TX	75001		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.84	CENTERS SW	PO BOX 9005		DALLAS	TX	75266-0113		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.85	OFFICE DEPOT INC	PO BOX 660113		IRVINE	CA	92618		Undetermined	Trade Payables	N	N	N	N	\$141.67	
3.86	OPERATION TECHNOLOGY INC	17 GOODYEAR SUITE 100		SAN ANTONIO	TX	78228-4253		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.87	OPERATIONAL TECHNOLOGIES CORPO	4100 NW LOOP 410 STE 230		ROCHESTER	NY	14618		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.88	OSTERMAN PROPANE INC	1870 S WINTON RD STE 200		CHICAGO	IL	60677-5695		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.89	PARAGON MICRO INC	PO BOX 775695		COUNCIL BLUFFS	IA	51503		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.90	PIERCE COMMUNICATIONS, INC	35 MAIN PLACE, SUITE 150		SAN ANTONIO	TX	78249		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.91	PLANT INTERSCAPES INC	6436 BABCOCK RD		HOUSTON	TX	77092-8906		Undetermined	Trade Payables	N	N	N	N	\$764.72	
3.92	PROFESSIONAL SERVICE INDUSTRIE	3730 DACOMA STREET		NAPERVILLE	IL	60567-2256		Undetermined	Trade Payables	N	N	N	N	\$124,450.00	
3.93	RF COMMUNICATIONS INC	PO BOX 2256		FOOTHILL RANCH	CA	92610		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.94	RISA TECH INC	27442 PORTOLA PARKWAY		SUGAR LAND	TX	77479		Undetermined	Trade Payables	N	N	N	N	\$9,275.85	
3.95	ROCIO GALLEGOS	Address on File		EAST SYRACUSE	NY	13057		Undetermined	Trade Payables	N	N	N	N	\$1,726.23	
3.96	RVN INC	3110 BARRONS WAY		HOUSTON	TX	77261		Undetermined	Trade Payables	N	N	N	N	\$254,621.60	
3.97	SGS NORTH AMERICA INC	6601 KIRKVILLE RD		ZEPHYR COVE	NV	89448		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.98	SIMPLY SMART HOLDINGS LLC	PO BOX 99051		CAROL STREAM	IL	60197		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.99	SKM SYSTEMS ANALYSIS INC	PO BOX 12123		TRENTON	NJ	08625-0929		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.100	SOUTHWESTERN BELL TELEPHONE CO	PO BOX 5019		PITTSBURGH	PA	15264-4722		Undetermined	Trade Payables	N	N	N	N	\$1,048,795.36	
3.101	STATE OF NEW JERSEY DEPARTMENT	PO BOX 929		HOUSTON	TX	77079		Undetermined	Trade Payables	N	N	N	N	\$19,869.00	
3.102	SYSTEM ONE HOLDINGS LLC	PO BOX 644722		ST LOUIS	MO	63195-9673		Undetermined	Trade Payables	N	N	N	N	\$11,150.00	
3.103	TECHNIP ENERGIES USA INC	11720 KATY FREEWAY													
3.104	TERRACON CONSULTANTS INC	P.O. BOX 959673													

In re: Zachry Engineering Corporation
Case No. 24-90379
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Address 1	Address 2	City	State	Zip	Country	Date incurred	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim	Amendment Note
3.105	THE SHERWIN WILLIAMS COMPANY	PO BOX 840943		DALLAS	TX	75284-0943		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.106	THOMPSON SAFETY LLC	PO BOX 842365		DALLAS	TX	75284-2365		Undetermined	Trade Payables	N	N	N	N	\$227.95	
3.107	THREE RIVERS MANUFACTURERS ASS	1615 W JEFFERSON STREET		JOLIET	IL	60435		Undetermined	Trade Payables	N	N	N	N	\$63.00	
3.108	TOTAL COMMUNICATIONS INC	333 BURNHAM ST		EAST HARTFORD	CT	06108		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.109	UE Properties, Inc.	PO Box 240130		San Antonio	TX	78224		Undetermined	Intercompany Payable	N	N	Y	N	\$22,707,916.74	
3.110	ULINE SHIPPING SUPPLY UNITED MECHANICAL CORPORATION	980 W BETHEL RD		CORPELL	TX	75019		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.111	VERIZON WIRELESS SERVICES LLC	2811 CENTRAL AVE		CHARLOTTE	NC	28205		Undetermined	Trade Payables	N	N	N	N	\$2,295.16	
3.112	W B MASON CO INC	PO BOX 660108		DALLAS	TX	75266-0108		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.113	W JOE SHAW LTD	PO BOX 981101		BOSTON	MA	02298		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.114	WADDELL INC	PO BOX 1025		DEER PARK	TX	77536-1025		Undetermined	Trade Payables	N	N	N	N	\$750.00	
3.115	WASTE CONNECTIONS OF NORTH CAR	1709 N KICKAPOO STR		LINCOLN	IL	62656		Undetermined	Trade Payables	N	N	N	N	\$231.19	
3.116	WESCO DISTRIBUTION, INC	5516 ROZZELLES FERRY RD		CHARLOTTE	NC	28214		Undetermined	Trade Payables	N	N	N	N	\$396.94	
3.117	WW GRAINGER INC	PO BOX 802578		CHICAGO	IL	60680-2578		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.118	XEROX CORPORATION	DEPT 873484703		KANSAS CITY	MO	64141-6267		Undetermined	Trade Payables	N	N	N	N	\$175.78	
3.119	XPRESS BUSINESS PRODUCT	PO BOX 802555		CHICAGO	IL	60680		Undetermined	Trade Payables	N	N	N	N	\$17,275.79	AMENDED
3.120	YARD MULE SPECIALISTS, INC.	PO BOX 430906		HOUSTON	TX	77243		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.121	Zachry Engineering Corporation	8325 BROADWAY ST., SUITE 202		PEARLAND	TX	77581		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.122	Zachry High Voltage Solutions, LLC	255 E HEBRON STREET		CHARLOTTE	NC	28273-0130		Undetermined	Contract Labor	N	N	Y	N	\$735,516.30	
3.123	ZEC New York, Inc.	PO Box 240130		San Antonio	TX	78224		Undetermined	Intercompany Payable	N	N	Y	N	\$2,675,141.21	
3.124	ZEC New York, Inc.	PO Box 240130		San Antonio	TX	78224		Undetermined	Intercompany Payable	N	N	Y	N	\$832,560.44	
TOTAL:														\$28,986,017.09	

Tab 6

24-90377 ECF No. 1446

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

In re:

ZACHRY HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-90377 (MI)

(Jointly Administered)

SUPPLEMENTAL CERTIFICATE OF SERVICE

I, Alejandro Guerra, depose and say that I am employed by Kurtzman Carson Consultants LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On November 7, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit A**:

- **Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates** [Docket No. 1319]
- **Amended Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates** [Docket No. 1320]
- **Notice of Filing of Redlines of Modified Plan of Reorganization and Disclosure Statement** [Docket No. 1321]
- **Debtors’ Emergency Motion for Entry of an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Disclosure Statement, (III) Approving the Confirmation Timeline, Solicitation Procedures, Solicitation Package, and Notices, (IV) Establishing Procedures for Objecting to the Plan and Final Approval of the Disclosure Statement, and (V) Granting Related Relief** [Docket No. 1322]

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.



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Furthermore, on November 7, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit B**:

- **Notice of Deadlines for the Filing of Proofs of Claim, Including Requests for Payment Pursuant to Section 503(B)(9) of the Bankruptcy Code** [substantially in the form of Exhibit 2 to Docket No. 636]
- [Blank] **Modified Official Form 410 Proof of Claim** [substantially in the form of Exhibit 1 to Docket No. 636]

Dated: November 18, 2024

/s/ Alejandro Guerra
Alejandro Guerra
Verita
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Exhibit A
Supplemental Master Service List Parties
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel to Encina Solutions, LLC, Encina Development Group, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough LLP	Kayla Quintana	Kayla.quintana@nelsonmullins.com
Counsel to Encina Solutions, LLC, Encina Development Group, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough LLP	Lisa Jerles	ljerles@klugerkaplan.com
Counsel to Encina Solutions, LLC, Encina Development Group, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough LLP	M. Andrea Olsen-Leyden	Andrea.olsenleyden@nelsonmullins.com
Counsel to Encina Solutions, LLC, Encina Development Group, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough, LLP	Kate Skagerberg	kate.skagerberg@nelsonmullins.com

Exhibit B

Exhibit B
Supplemental Master Service List Parties
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Counsel to Encina Solutions, LLC, Encina Development Group, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough LLP	Kayla Quintana	One Biscayne Tower	2 South Biscayne Blvd, 21st Fl.	Miami	FL	33131
Counsel to Encina Solutions, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough LLP	Lisa Jerles	201 S. Biscayne Blvd. 27th Floor		Miami	FL	33131
Counsel to Encina Solutions, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough LLP	M. Andrea Olsen-Leyden	100 S. Charles Street, Suite 1600		Baltimore	MD	21201
Counsel to Encina Solutions, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough, LLP	Kate Skagerberg	1222 Demonbreun St., Suite 1700		Nashville	TN	37203

Tab 7

24-90377 ECF No. 1773

**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)
	)	

**AMENDED SCHEDULES OF ASSETS AND LIABILITIES FOR
ZACHRY ENGINEERING CORPORATION CASE NO. 24-90379 (MI)**

AMENDED SCHEDULE E/F, Part 2 ²

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' proposed claims and noticing agent at <https://veritaglobal.net/zhi>. The location of the Debtors' service address in these chapter 11 cases is: P.O. Box 240130, San Antonio, Texas 78224.

² These amended schedules incorporate by reference and must be considered in connection with the Global Notes, Methodology, and Specific Disclosures Regarding the Debtors' Schedules of Assets and Liabilities and Statement of Financial Affairs, attached to the Schedules of Assets and Liabilities for the above mentioned debtor. The Amending Debtor and the docket number of each Amending Debtor's Schedules are as follows: (1) Zachry Engineering Corporation [Docket No. 513]; (2) Zachry Engineering Corporation (Amended Schedules) [Docket No. 859].



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Fill in this information to identify the case:

Debtor Name: In re : Zachry Engineering Corporation
 United States Bankruptcy Court for the: Southern District of Texas
 Case number (if known): 24-90379 (MI)

☒ Check if this is an amended filing

Official Form 206Sum**Summary of Assets and Liabilities for Non-Individuals****12/15****Part 1: Summary of Assets****1. Schedule A/B: Assets—Real and Personal Property** (Official Form 206A/B)**1a. Real property:**Copy line 88 from *Schedule A/B*

\$ 4,923,228.46

1b. Total personal property:Copy line 91A from *Schedule A/B*

\$ 99,571,377.03

1c. Total of all property:Copy line 92 from *Schedule A/B*

\$ 104,494,605.49

Part 2: Summary of Liabilities**2. Schedule D: Creditors Who Have Claims Secured by Property** (Official Form 206D)Copy the total dollar amount listed in Column A, *Amount of claim*, from line 3 of *Schedule D*

\$ 282,371,252.61

3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)**3a. Total claim amounts of priority unsecured claims:**Copy the total claims from Part 1 from line 5a of *Schedule E/F*

\$ 0.00

3b. Total amount of claims of nonpriority amount of unsecured claims:Copy the total of the amount of claims from Part 2 from line 5b of *Schedule E/F*

+ \$ 28,960,574.28

4. Total liabilities

Lines 2 + 3a + 3b

\$ 311,331,826.89

Fill in this information to identify the case:

Debtor Name: In re : Zachry Engineering Corporation
 United States Bankruptcy Court for the: Southern District of Texas
 Case number (if known): 24-90379 (MI)

☒ Check if this is an amended filing

Official Form 206E/F**Schedule E/F: Creditors Who Have Unsecured Claims**

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

- ☐ No. Go to Part 2.
☒ Yes. Go to Line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

		Total claim	Priority amount
2.1 Priority creditor's name and mailing address		As of the petition filing date, the claim is: \$	Undetermined
Schedule E/F Part 1 is not amended		Check all that apply.	
Creditor Name	☐ Contingent		
Creditor's Notice name	☐ Unliquidated		
	☐ Disputed		
Address	Basis for the claim:		
City	State	ZIP Code	
Country			
Date or dates debt was incurred			
Last 4 digits of account number		Is the claim subject to offset?	
		☐ No	
Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) ()		☐ Yes	

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

		Amount of claim
3.1 Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is:	\$ 28,960,574.28
See Amended Schedule E/F, Part 2 Attachment	<i>Check all that apply.</i>	
Creditor Name	☐ Contingent	
	☐ Unliquidated	
Creditor's Notice name	☐ Disputed	
Address	Basis for the claim:	
City State ZIP Code		
Country		
Date or dates debt was incurred	Is the claim subject to offset?	
	☐ No	
Last 4 digits of account number	☐ Yes	

Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors. If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address

On which line in Part 1 or Part 2 is the related creditor (if any) listed?

Last 4 digits of account number, if any

Name

Line

☐ Not Listed.Explain

Notice Name

Street

City

State

ZIP Code

Country

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

		Total of claim amounts
5a. Total claims from Part 1	5a.	\$ 0.00
5b. Total claims from Part 2	5b. +	\$ 28,960,574.28
5c. Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c.	\$ 28,960,574.28

Fill in this information to identify the case:

Debtor Name: In re : Zachry Engineering Corporation

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 24-90379 (MI)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☒ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☒ Amended Schedule Schedule E/F, Part 2
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/20/2024
MM / DD / YYYY

X / s / Mohsin Y. Meghji
Signature of individual signing on behalf of debtor

Mohsin Y. Meghji
Printed name
Chief Restructuring Officer of Zachry
Holdings, Inc
Position or relationship to debtor

In re: Zachry Engineering Corporation
Case No. 24-90379
Schedule EFC Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date Incurred	Basis for claim	Subject to offset (Y/N)	Contingent	Unfiled	Disputed	Amount of claim	Amendment Note
3.1	Avarez, Nalier Individually and on Behalf of the Estate of Juan	VB ATTORNEYS, Vuk S.	6363 Woodway, Suite 400		Houston	TX	77056		Undetermined	Personal Injury	N	Y	Y		Undetermined	
3.2	Vujanovic, et al.	PO BOX 240130			SAN ANTONIO	TX	78224-0130		Undetermined	Trade Payables	N	N	N		\$0.00	
3.3	AMBITECH ENGINEERING CORP	P. O. BOX 411289			BOSTON	MA	02241-1289		Undetermined	Trade Payables	N	N	N		\$63,840.00	
3.4	APEX SYSTEMS LLC	PO BOX 7035			PASADENA	CA	91109-7035		Undetermined	Trade Payables	N	N	N		\$0.00	AMENDED
3.5	ASAP DRUG SOLUTIONS INC	13731 SOUTH ROUTE 30	SUITE 111		PLAINFIELD	IL	60544		Undetermined	Trade Payables	N	N	N		\$0.00	
3.6	AS-BUILT MANAGEMENT INC	PO BOX 3019			CAROL STREAM	IL	60197-5019		Undetermined	Trade Payables	N	N	N		\$0.00	
3.7	AVEVA SOFTWARE LLC	33183 COLLECTION CENTER DRIVE			CHICAGO	IL	60693-0331		Undetermined	Trade Payables	N	N	N		\$5,880.00	
3.8	BAKER ENGRG & RISK	3330 OAKWELL COURT, STE 100			SAN ANTONIO	TX	78218-3024		Undetermined	Trade Payables	N	N	N		\$14,000.00	
3.9	CONSULTANT	PO BOX 628836			PHILADELPHIA	PA	19162-8836		Undetermined	Trade Payables	N	N	N		\$0.00	
3.10	BENTLEY SYSTEMS INC	N/A			DALLAS	TX	75373-3528		Undetermined	Billings in Excess	N	N	N		Undetermined	
3.11	BMA SOLUTIONS INC	PO BOX 733528			LAFAYETTE	LA	70598		Undetermined	Trade Payables	N	N	N		\$36,000.00	
3.12	BOTTOM LINE EQUIPMENT LLC	PO BOX 612177			CHICAGO	IL	60693-0149		Undetermined	Trade Payables	N	N	N		\$0.00	
3.13	CANON FINANCIAL SERVICES INC	1337 COLLECTIONS CENTER DR			CHICAGO	IL	60693-0149		Undetermined	Trade Payables	N	N	N		\$0.00	
3.14	CANON SOLUTIONS AMERICA	1337 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693		Undetermined	Trade Payables	N	N	N		\$0.00	
3.15	CAROLINA LIFT STATIONS LLC	PO BOX 748			YORK	SC	29745		Undetermined	Trade Payables	N	N	N		\$420.47	
3.16	CDW DIRECT LLC	PO BOX 75723			CHICAGO	IL	60675-5723		Undetermined	Trade Payables	N	N	N		\$102.86	
3.17	CINTAS CORPORATION	PO BOX 630921			CINCINNATI	OH	45263-0921		Undetermined	Trade Payables	N	N	N		\$7,159.72	
3.18	CITADEL INFORMATION	1287 NAPERVILLE DR			ROMEVILLE	IL	60446		Undetermined	Trade Payables	N	N	N		\$878.27	
3.19	CODEWARE INC	6530 SAWYER LOOP RD			SARASOTA	FL	34238		Undetermined	Trade Payables	N	N	N		\$0.00	
3.20	COMCAST CORPORATION	PO BOX 1577			NEWARK	NJ	07101-1577		Undetermined	Trade Payables	N	N	N		\$0.00	
3.21	COMMONWEALTH EDISON	PO BOX 6111			CAROL STREAM	IL	60197		Undetermined	Trade Payables	N	N	N		\$0.00	
3.22	CONSOLIDATED ELECTRICAL				MINNEAPOLIS	MN	55485-0658		Undetermined	Trade Payables	N	N	N		\$0.00	
3.23	DISTR	PO BOX 850658			MINNEAPOLIS	MN	55485-0658		Undetermined	Trade Payables	N	N	N		\$0.00	
3.24	CONTRACTORS SAFETY COUNCIL	PO BOX 23066			CORPUS CHRISTI	TX	78403		Undetermined	Trade Payables	N	N	N		\$0.00	
3.25	CS BUSINESS SYSTEMS	1235 MAIN STREET			BUFFALO	NY	14209		Undetermined	Trade Payables	N	N	N		\$0.00	
3.26	CURTIS WRIGHT FLOW CNTRL				DETROIT	MI	48277-2521		Undetermined	Trade Payables	N	N	N		\$0.00	
3.27	DAYASHED CORPORATION	1108 SHERWOOD DR			CANYON LAKE	TX	78133-4072		Undetermined	Trade Payables	N	N	N		\$0.00	
3.28	DAVEY INC	PO BOX 8458			OMAHA	NE	68108		Undetermined	Trade Payables	N	N	N		\$280.40	
3.29	Daugherty, Albert James Daugherty, Vanessa Lee Daugherty, and Geraldine Beasley v. Dale Martin	The Daws Law Firm, Melachi Daws, Ryan Sherer	4055 Dowlen Road		Beaumont	TX	77706		Undetermined	Personal Injury	N	Y	Y		Undetermined	
3.30	DELL MARKETING LP	PO BOX 802816			CHICAGO	IL	60680-2816		Undetermined	Trade Payables	N	N	N		\$0.00	
3.31	DISA GLOBAL SOLUTION INC	DEPT 3731			DALLAS	TX	75312-3731		Undetermined	Trade Payables	N	N	N		\$5,882.86	
3.32	DUKE ENERGY	PO BOX 1094			CHARLOTTE	NC	28201-1094		Undetermined	Trade Payables	N	N	N		\$4,973.62	
3.33	ECAD INC	3300 N A ST BLDG 7 STE 110			MIDLAND	TX	79705		Undetermined	Trade Payables	N	N	N		\$0.00	
3.34	EEOC - Name on File 10	Address on File							Undetermined	Employment Discrimination	N	Y	Y		Undetermined	
3.35	Employee Accrued Vacation 003	Address on File							CY 2024 Pre-petition	Accrued Vacation (Non-priority portion)	N	Y	Y		\$610.51	
3.36	Employee Accrued Vacation 006	Address on File							CY 2024 Pre-petition	Accrued Vacation (Non-priority portion)	N	Y	Y		\$1,369.11	
3.37	Employee Accrued Vacation 008	Address on File							CY 2024 Pre-petition	Accrued Vacation (Non-priority portion)	N	Y	Y		\$1,027.50	
3.38	Employee Accrued Vacation 013	Address on File							CY 2024 Pre-petition	Accrued Vacation (Non-priority portion)	N	Y	Y		\$2,343.02	
3.39	ENGIE RESOURCES LLC	1990 POST OAK BLVD			HOUSTON	TX	77056		Undetermined	Trade Payables	N	N	N		\$3,403.81	

In re: Zachry Engineering Corporation

Case No. 24-90379

Schedule E/F, Part 2

Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date Incurred	Basis for claim	Subject to offset (Y/N)	Contingent	Unfiled	Disputed	Amount of claim	Amendment Note
3.38	ENTERPRISE SECURITY SYSTEMS	10910 GRANITE ST 1922 N BROADWAY AVENUE			CHARLOTTE	NC	28273		Undetermined	Trade Payables	N	N	N	N	\$772.20	
3.40	ESC CONSULTING ENGINEERS	9502 Bayport Blvd 3.41 Fairway Method, LLC			SPRINGFIELD Pasadena	MO TX	65803 77507		Undetermined	Trade Payables Contract	N	N	N	N	Undetermined	\$0.00
3.42	FARNSWORTH GROUP INC	2211 WEST BRADLEY AVENUE			CHAMPAIGN	IL	61821		Undetermined	Trade Payables	N	N	N	N	\$3,928.30	
3.43	FEDERAL EXPRESS	PO BOX 94515			PALATINE	IL	60094-4515		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.44	FEDER CORPORATION	PO BOX 660481			DALLAS	TX	75266-0481		Undetermined	Trade Payables	N	N	N	N	\$1,651.70	
3.45	FERR GRIHAM & ASSOCIATES LLC	101 WEST STEPHENSON STR			FREEPORT	IL	61032		Undetermined	Trade Payables	N	N	N	N	\$7,239.25	
3.46	FISCELLA BUILDING SERVICES INC	1003 N EASTERN AVE			URBANA	IL	61802		Undetermined	Trade Payables	N	N	N	N	\$394.85	
3.47	FLEXIMATION SYSTEMS INC	2880 MATHESON BLVD EAST			MISSISSAUGA	CA	L4W 0A5	CANADA	Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.48	FORTRA LLC	P.O. BOX 735324			CHICAGO	IL	60673-5324		Undetermined	Trade Payables	N	N	N	N	\$167,191.44	
3.49	FREEDOM WASTE MANAGEMENT	PO BOX 153			CHAMPAIGN	IL	61824		Undetermined	Trade Payables	N	N	N	N	\$27.00	
3.50	FRONTIER COMMUNICATIONS OF IND	P O BOX 740407			CINCINNATI	OH	45274-0407		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.51	FURNITURE MARKETING GROUP INC	PO BOX 649002			DALLAS	TX	75264-9002		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.52	GEIGER	PO BOX 712144			CINCINNATI	OH	45271-2144		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.53	GLENN BOLCK INC	9951 W 190TH ST SUITE H			MOKENA	IL	60448		Undetermined	Trade Payables	N	N	N	N	\$3,450.00	
3.54	GREATER OMAHA CHAMBER OF COMMERCE	808 CONAGRA DRIVE			OMAHA	NE	68102-5025		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.55	GREENWICH INC	PO BOX 831128 4020 KINROSS LAKES PKWY #200			SAN ANTONIO	TX	78283		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.56	HAMMOND 4531 COLUMBIA LLC	HD SUPPLY CONSTRUCTION			RICHFIELD	OH	44286		Undetermined	Trade Payables	N	N	N	N	\$869.93	
3.57	HENRY SUPPLY	PO BOX 4852			ORLANDO	FL	32808-4852		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.58	HENRYMAN ENGINEERING INC	1605 S STATE STREET			CHAMPAIGN	IL	61820		Undetermined	Trade Payables	N	N	N	N	\$1,336.50	
3.59	HESLER ASSOCIATES INC	38329 OLD MILL WAY			OCEAN VIEW	DE	19970		Undetermined	Trade Payables	N	N	N	N	\$22,521.64	
3.60	HIREIGHT GIS INTERMEDIATE	PO BOX 447891			DALLAS	TX	75284-7891		Undetermined	Trade Payables	N	N	N	N	\$77.73	
3.61	HOST COFFEE SERVICE	9444 J ST			OMAHA	NE	68127		Undetermined	Trade Payables	N	N	N	N	\$47.62	
3.62	HOUSTON AREA SAFETY COUNCIL	PO BOX 821001			DALLAS	TX	75262-1001		Undetermined	Trade Payables	N	N	N	N	\$306.00	
3.63	INDUSTRIAL MEASUREMENT	24 VERSAGGI DRIVE			ST AUGUSTINE	FL	32090		Undetermined	Trade Payables	N	N	N	N	\$58,800.00	
3.64	INTERGRAPH CORPORATION	7086 SOLUTION CENTER			CHICAGO	IL	60677-7000		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.65	INTERMOUNTAIN GAS COMPANY	PO BOX 5600			BISMARCK	ND	58506-5600		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.66	IRON MOUNTAIN INC	P O BOX 915026			DALLAS	TX	75391-5026		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.67	ISN SOFTWARE CORPORATION	PO BOX 441808			DALLAS	TX	75284-1808		Undetermined	Trade Payables	N	N	N	N	\$12,259.00	
3.68	JORDAN INDUSTRIAL CONTROLS INC	215 CASA PARK DRIVE			MT ZION	IL	62549		Undetermined	Trade Payables	N	N	N	N	\$7,646.59	
3.69	KECKLEY COMPANY	3400 CLEVELAND STREET			SKOKIE	IL	60076		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.70	KONICA MINOLTA	21719 NETWORK PLACE			CHICAGO	IL	60673-1217		Undetermined	Trade Payables	N	N	N	N	\$24,209.96	
3.71	KONICA MINOLTA BUSINESS	500 DAG HILL ROAD			WINDSOR	CT	06095		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.72	KRYSTAL MEDICINE CLOUD	410 MEMORIAL DR			IDAHO FALLS	ID	83402		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.73	LANDCARE INNOVATIONS INC	PO BOX 481940			CHARLOTTE	NC	28289		Undetermined	Trade Payables	N	N	N	N	\$1,900.00	
3.74	LATHROP VENDING INC	152 NORWICH NEW LONDON TPKE			UNCASVILLE	CT	06382		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.75	LINDA J OGRADY	Address on File			ROSHARON	TX	77583		Undetermined	Trade Payables	N	N	N	N	\$1,981.34	
3.76	MAMMOET USA INC	20525 FM 521			DALLAS	TX	75303-1659		Undetermined	Trade Payables	N	N	N	N	\$55,320.00	
3.77	MARSH WORTHAM	PO BOX 301659			DALLAS	TX	75303-1659		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.78	MC FARLANE DOUGLASS & COMPANIES	143 TOWER DR			BURR RIDGE	IL	60527		Undetermined	Trade Payables	N	N	N	N	\$669.00	

In re: Zachry Engineering Corporation

Case No. 24-90379

Schedule E/F, Part 2

Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date Incurred	Basis for claim	Subject to offset (Y/N)	Contingent	Unfiled	Disputed	Amount of claim	Amendment Note
3.79	MIDWEST OCCUPATIONAL MEDICINE	325 E MADISON AVENUE			WOOD RIVER	IL	62095		Undetermined	Trade Payables	N	N	N	N	\$100.00	
3.80	MOORE SERVICES INC	1703 READ ST			OMAHA	NE	68112		Undetermined	Trade Payables	N	N	N	N	\$333.84	
3.81	NEWART PRODUCTS INC	10424 ROCKLEY RD			HOUSTON	TX	77099		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.82	NORTHERN SAFETY CO INC	389 PIKE CT			LA PORTE	TX	77571		Undetermined	Trade Payables	N	N	N	N	\$127.87	
3.83	CENTERS OF OCCUPATIONAL HEALTH	PO BOX 75428			OKLAHOMA CITY	OK	73147-0428		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.84	CENTERS SW OCCUPATIONAL HEALTH	PO BOX 9005			ADDISON	TX	75001		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.85	OFFICE DEPOT INC	PO BOX 660113			DALLAS	TX	75266-0113		Undetermined	Trade Payables	N	N	N	N	\$144.67	
3.86	OPERATIONTECHNOLOGY INC	17 GOODYEAR SUITE 100			IRVINE	CA	92618		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.87	OPERATIONAL TECHNOLOGIES CORPO	4100 NW LOOP 410 STE 230			SAN ANTONIO	TX	78229-4253		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.88	OSTERMAN PROPANE INC	1870 S WINTON RD STE 200			ROCHESTER	NY	14618		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.89	PARAGON MICRO INC	PO BOX 775695			CHICAGO	IL	60677-5695		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.90	PERCE COMMUNICATIONS, INC	35 MAIN PLACE, SUITE 135			COUNCIL BLUFFS	IA	51503		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.91	PLANT INTERSCAPES INC	6436 BABCOCK RD			SAN ANTONIO	TX	78249		Undetermined	Trade Payables	N	N	N	N	\$764.72	
3.92	INDUSTRIE PROFESSIONAL SERVICE	3730 DACOMA STREET			HOUSTON	TX	77092-8908		Undetermined	Trade Payables	N	N	N	N	\$124,450.00	
3.93	RF COMMUNICATIONS INC	PO BOX 2256			NAPEVILLE	IL	60567-2256		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.94	RISA TECH INC	23432 PORTOLA PARKWAY			FOOTHILL RANCH	CA	92610		Undetermined	Trade Payables	N	N	N	N	\$9,275.85	
3.95	RODIO GALLEGOS RV INC	Address on File			SUGAR LAND	TX	77479		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.97	SGS NORTH AMERICA INC	3110 BARRONS WAY			EAST SYRACUSE	NY	13057		Undetermined	Trade Payables	N	N	N	N	\$254,621.60	
3.98	SMART HOLDINGS LLC	6601 KIRKVILLE RD			HOUSTON	TX	77261		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.99	SKM SYSTEMS ANALYSIS INC	PO BOX 99051			HOUSTON	TX	77261		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.100	SOUTHWESTERN BELL TELEPHONE CO	PO BOX 12123			ZEPHYR COVE	NV	89448		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.101	STATE OF NEW JERSEY DEPARTMENT	PO BOX 5019			CAROL STREAM	IL	60197		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.102	SYSTEM ONE HOLDINGS LLC	PO BOX 929			TRENTON	NJ	08625-0929		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.103	TECHNIP ENERGIES USA INC	PO BOX 644722			PITTSBURGH	PA	15264-4722		Undetermined	Trade Payables	N	N	N	N	\$1,046,795.36	
3.104	TERRACON CONSULTANTS INC	11720 KATY FREEWAY			HOUSTON	TX	77079		Undetermined	Trade Payables	N	N	N	N	\$19,869.00	
3.105	THE SHERWIN WILLIAMS COMPANY	P O BOX 956673			ST LOUIS	MO	63195-9673		Undetermined	Trade Payables	N	N	N	N	\$11,150.00	
3.106	THOMPSON SAFETY LLC	PO BOX 840843			DALLAS	TX	75284-0943		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.107	THREE RIVERS MANUFACTURERS ASS	PO BOX 842365			DALLAS	TX	75284-2365		Undetermined	Trade Payables	N	N	N	N	\$227.95	
3.108	TOTAL COMMUNICATIONS INC	1615 W JEFFERSON STREET			JOLIET	IL	60435		Undetermined	Trade Payables	N	N	N	N	\$63.00	
3.109	UE Properties, Inc.	333 BURNHAM ST			EAST HARTFORD	CT	06108		Undetermined	Intercompany Payable	N	N	N	N	\$22,707.916.74	
3.110	ULINE SHIPPING SUPPLY UNITED MECHANICAL	PO Box 240130			San Antonio	TX	78224		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.111	VERIZON WIRELESS SERVICES	980 W BETHEL RD			COPPELL	TX	75019		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.112	LLC	2811 CENTRAL AVE			CHARLOTTE	NC	28205		Undetermined	Trade Payables	N	N	N	N	\$0.00	AMENDED
3.113	WESCO DISTRIBUTION, INC	PO BOX 660108			DALLAS	TX	75266-0108		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.114	W JOE SHAW LTD	PO BOX 981101			BOSTON	MA	02298		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.115	WADDELL INC	PO BOX 1025			DEER PARK	TX	77536-1025		Undetermined	Trade Payables	N	N	N	N	\$750.00	
3.116	WASTE CONNECTIONS OF NORTH CAR	1708 N KICKAPOO STR RD			LINCOLN	IL	62656		Undetermined	Trade Payables	N	N	N	N	\$231.19	
3.117	WESCO DISTRIBUTION, INC	5516 ROZZELLES FERRY			CHARLOTTE	NC	28214		Undetermined	Trade Payables	N	N	N	N	\$396.94	
3.118	WW GRAINGER INC	PO BOX 802578			CHICAGO	IL	60680-2578		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.119	XEROX CORPORATION	DEPT 873484703			KANSAS CITY	MO	64141-6267		Undetermined	Trade Payables	N	N	N	N	\$81.48	AMENDED
3.120	XPRESS BUSINESS PRODUCT	PO BOX 802555			CHICAGO	IL	60680		Undetermined	Trade Payables	N	N	N	N	\$17,275.79	
3.121	YARD MULE SPECIALISTS, INC.	PO BOX 430906			HOUSTON	TX	77243		Undetermined	Trade Payables	N	N	N	N	\$0.00	
3.122	Zachry Engineering Corporation	8325 BROADWAY ST., SUITE 202			PEARLAND	TX	77581		Undetermined	Trade Payables	N	N	N	N	\$0.00	
		255 E HEBRON STREET			CHARLOTTE	NC	28273-0130		Undetermined	Contract Labor	N	N	N	N	\$735,516.30	

In re: Zachry Engineering Corporation

Case No. 24-90379

Schedule E/F, Part 2

Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date Incurred	Basis for claim	Subject to offset (Y/N)	Contingent	Unfiled	Disputed	Amount of claim	Amendment Note
3.123	Zachry High Voltage Solutions, LLC	PO Box 240130			San Antonio	TX	78224		Undetermined	Intercompany Payable	N	N	Y	N	\$2,875,141.21	
3.124	ZEC New York, Inc.	PO Box 240130			San Antonio	TX	78224		Undetermined	Intercompany Payable	N	N	Y	N	\$832,580.44	
											N	N	Y	N	TOTAL:	\$28,960,574.28

Tab 8

24-90377 ECF No. 2120

**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> ,	)	
	)	Case No. 24-90377 (MI)
Debtors.	)	
	)	(Jointly Administered)
	)	

**ENCINA DEVELOPMENT GROUP, LLC'S EMERGENCY MOTION TO PERMIT
FILING PROOF OF CLAIM AFTER BAR DATE**

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing.

Emergency relief has been requested. If the Court considers the motion on an emergency basis, then you will have less than 21 days to answer. If you object to the requested relief or if you believe that the emergency consideration is not warranted, you should file an immediate response.

Represented parties should act through their attorney.

Encina Development Group, LLC ("**Encina**"), a creditor of Zachry Engineering Corporation (Debtor Number 24-90379) ("**Debtor**"), hereby respectfully moves this Court to permit filing a proof of claim after the claim's filing bar date ("**Bar Date**") and for that claim to be deemed timely filed. In support of this Motion, Encina respectfully states as follows:

PRELIMINARY STATEMENT

1. As will be set forth fully below, the Court should deem Encina's proof of claim against the estate of Debtor in the above-captioned Chapter 11 case to be timely filed.

2. Debtor and Encina were engaged in litigation, with each party asserting claims against and seeking damages from the other (the “**Encina Lawsuit**”), when Debtor filed for bankruptcy.

3. Debtor included the Encina Lawsuit as an asset in its Schedules of Assets and Liabilities (Docket No. 513), but did not list Encina’s counterclaims as a liability.

4. Nor did Debtor notify Encina of the Court’s entry of the Bar Date Order until months after the Bar Date passed.

5. Encina filed its proof of claim promptly upon receiving the Notice of Deadlines for Filing Proofs of Claim.

6. Encina requests the Court deem its proof of claim to be timely filed, as required by due process and permitted by Bankruptcy Local Rule 3003-1 and Bankruptcy Rule 9006(b)(1).

JURISDICTION

7. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157. This is a core proceeding under 28 U.S.C. § 157(b)(2)(B).

8. Venue is proper before this Court pursuant to 28 U.S.C. § 1409.

FACTUAL BACKGROUND

A. The Encina Lawsuit

9. Debtor filed suit against Encina on January 15, 2021, in Cause No. 2021-02701, *Zachry Engineering Corporation v. Encina Development Group, LLC*, in the 125th Judicial District Court of Harris County, Texas. Debtor asserted causes of action for suit on a sworn account and breach of contract against Encina and sought monetary damages of more than \$1,000,000.

10. Debtor filed an Amended Petition on May 19, 2021, adding a cause of action for declaratory judgment and withdrawing a cause of action asserted against an individual defendant who was dismissed from the case.

11. Encina filed a Counterclaim against Debtor in that case on April 5, 2021. Encina asserted causes of action for breach of contract against Debtor and sought monetary damages of more than \$1,000,000.

12. Encina filed an Amended Counterclaim on April 7, 2022, asserting the same causes of action.

13. Debtor filed a Motion to Dismiss Encina's Counterclaim on October 7, 2021. The trial court heard the motion on January 28, 2022, and entered an order denying Debtor's motion on March 22, 2022.

14. Debtor filed an accelerated interlocutory appeal of the order on April 9, 2022.

15. On May 18, 2023, the Court of Appeals affirmed the trial court's ruling.

16. Debtor filed a Petition for Review in the Supreme Court of Texas on July 3, 2023. The Supreme Court requested merits briefing, which was completed on February 14, 2024. A decision on the Petition for Review was pending when Debtor filed the present bankruptcy proceeding and the case was automatically stayed.

B. Debtor's Bankruptcy Filings

17. On May 21, 2024 ("**Petition Date**"), the Debtor commenced a voluntary case under Chapter 11 of the Bankruptcy Code.

18. Information regarding the Debtor's history and business operations, capital structure, indebtedness, and the events leading up to the commencement of this Chapter 11 Case can be found in the Debtor's First Day Declaration (Docket No. 166) filed with the Court on the Petition Date.

19. Debtor filed its Statement of Financial Affairs (Docket No. 534) ("**SOFA**") on July 16, 2024. The SOFA lists the Encina Lawsuit on an attachment. Docket No. 534 at 47. The SOFA also states that "[t]he Debtors have made reasonable efforts to report all general unsecured Claims

against the Debtors on Schedule E/F,” “Schedule E/F contains information regarding pending litigation involving the Debtors,” and “to the extent that litigation involving a particular Debtor has been identified, information regarding that litigation is contained in Schedule E/F for that Debtor.” *Id.* at 15-16.

20. Debtor also filed its Schedules of Assets and Liabilities (Docket No. 513) on July 16, 2024. Debtor listed the Encina Lawsuit as an asset in Part 11 of Schedule A/B. *Id.* at 32. Debtor’s statement of the nature of the claim describes the procedural posture of Encina’s counterclaim, not Debtor’s claim. *Id.* Regardless of its statements in the SOFA, Debtor did not list the Encina Lawsuit on Schedule E/F.

21. The Court entered the Order (I) Setting Bar Dates for Filing Proofs Of Claim, Including Requests for Payment Under Section 503(B)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including Section 503(B)(9) Requests, (IV) Approving Notice of Bar Dates, and (V) Granting Related Relief (Docket No. 589) (“**Bar Date Order**”) on July 26, 2024, setting September 16, 2024 as the Bar Date.

22. The Certificate of Notice filed by the claims and noticing agent on July 28, 2024 reflects that Encina was not served with the Bar Date Order at that time. Docket No. 643 at 41-45.

23. Debtor filed an Amended Schedules of Assets and Liabilities (Docket No. 859) on August 30, 2024. The Encina Lawsuit was still not listed on the amended Schedule E/F.

24. The claims and noticing agent filed a Supplemental Certificate of Service stating that it served the Notice of Deadlines for the Filing of Proofs of Claim on certain specified creditors on or before November 12, 2024 (Docket No. 1528). Encina is not included on the list of creditors who were served.

25. On November 19, 2024, Encina's counsel received the Notice of Deadlines for Filing Certain Proofs of Claim, listing the September 16, 2024 Bar Date.

26. Encina filed its Proof of Claim on December 10, 2024, as Claim Number 1753.

27. Debtor filed another Amended Schedules of Assets and Liabilities (Docket No. 1773) on December 20, 2024. The Encina Lawsuit was still not listed on the amended Schedule E/F.

28. On December 30, 2024, the claims and noticing agent filed a Certificate of Service (Docket No. 1806) stating that it served the Notice of Deadlines for the Filing of Proofs of Claim on specified parties on December 21, 2024. Encina is not included on the list of creditors who were served with the Notice (*id.* at 11-13), though it is included on the Master Service List attached to this filing¹ (*id.* at 7).

29. As of the Petition Date, the amount due and owing by the Debtor to Encina was unknown as the Encina Lawsuit was (and remains) pending.

30. On January 23, 2025, the Debtor filed the Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates (Docket No. 1978) ("**Plan**").

31. The Plan states that:

Except as otherwise agreed to by the Debtors or the Reorganized Debtors, as applicable, any and all Proofs of Claim filed after the Bar Date shall be deemed Disallowed and expunged as of the Effective Date without any further notice to or action, Order, or approval of the Bankruptcy Court, and Holders of such Claims may

¹ The Master Service List includes a listing for Lisa Jerles as counsel for Encina, though lists incorrect firm and contact information for her. It also lists Shane G. Ramsey as counsel for Encina, though Mr. Ramsey is counsel for an unrelated party and not for Encina. It also lists Kate Skagerberg as counsel for an unrelated party though she is only counsel for Encina in this matter. In short, the Master Service List is incorrect even though it finally was amended to include counsel for Encina.

not receive any distributions on account of such Claims, unless the Bankruptcy Court shall have determined by a Final Order, on or before the Confirmation Hearing, that cause exists to extend the Claims Bar Date as to such Proof of Claim on the basis of excusable neglect.

Docket No. 1978 at 41.

RELIEF REQUESTED

32. By this Motion, Encina seeks an extension of its time to file a proof of claim in this case on due process grounds and pursuant to Bankruptcy Local Rule 3003-1 and Bankruptcy Rules 3003(c) and 9006(b)(1), and to have this claim allowed as though timely filed, despite passage of the Bar Date.

ARGUMENT

A. Encina's Claim Should be Allowed on Due Process Grounds.

33. Failure to allow Encina's claim would violate due process.

34. "'A creditor's claim can be barred for untimeliness only upon a showing that it received reasonable notice.' Determining whether a creditor received adequate notice depends on the facts and circumstances of each case." *In re Eagle Bus Mfg., Inc.*, 62 F.3d 730, 735 (5th Cir. 1995) (quoting *In re Robintech, Inc.*, 863 F.2d 393, 396 (5th Cir.), cert. denied, 493 U.S. 811 (1989)).

35. In this case, adequate notice means actual notice of the Bar Date because Encina was a known creditor. *See In re Hunt*, 146 B.R. 178, 182 (Bankr. N.D. Tex. 1992) (citing *City of New York v. N.Y. N.H. & H.R. Co.*, 344 U.S. 293 (1953)).

36. Encina was a known creditor, as evidenced by Debtor listing the Encina Lawsuit in its Schedule A/B. But Encina did not receive actual notice of the September 16 Bar Date until November 19, 2024.

37. Receiving notice of the Bar Date after it passed cannot be considered “reasonable notice,” and Encina’s late-filed proof of claim should be permitted on due process grounds.

B. Encina’s Claim Should be Allowed Pursuant to Bankruptcy Local Rule 3003-1.

38. Bankruptcy Local Rule 3003-1(c)(4) permits the Court to extend the time to file a proof of claim upon a finding that “the notice of the commencement of the case was insufficient under the circumstances to give the creditor a reasonable time to file a proof of claim because the debtor failed to timely list the creditor’s name and address as required by Rule 1007(a).”

39. Bankruptcy Rule 1007(a)(1) requires Debtor to “file with the petition a list containing the name and address of each entity included or to be included on Schedules D, E/F, G, and H as prescribed by the Official Forms.”

40. Neither Debtor’s original Schedule E/F nor its two amended Schedules E/F lists Encina, despite Debtor’s knowledge of the Encina Lawsuit.

41. Service of the Notice of Deadlines for Filing Certain Proofs of Claim on November 19, 2024—two months after the Bar Date—was insufficient under the circumstances to give Encina reasonable time to file a proof of claim by the Bar Date.

42. Encina respectfully requests the Court extend Encina’s time to file a proof of claim and deem the Proof of Claim filed on December 10, 2024 to be timely.

C. Encina’s Claim Should be Allowed Pursuant to Bankruptcy Rule 9006(b)(1).

43. Encina’s claim should also be allowed as though timely filed pursuant to Bankruptcy Rule 9006(b)(1), which allows the court to enlarge the time to file a proof of claim when late filing results from “excusable neglect.” *See also Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P’ship*, 507 U.S. 380 (1993). This standard is “flexible” and permits the court to allow “late filings caused by inadvertence, mistake, or carelessness, as well as by intervening circumstances beyond the party’s control.” *Id.* at 388-89.

44. The Supreme Court in *Pioneer* articulated a test for determining whether “excusable neglect” exists under Rule 9006(b). *Id.* at 380. The test requires equitable consideration of several factors, including (i) the risk of prejudice to the debtor; (ii) the length of the delay and impact on the proceedings; (iii) the reason for the delay, including the movant’s control over the reason; and (iv) the good faith of the movant. *Id.* at 395. Determination of whether “excusable neglect” is present is factual in nature and falls within the discretion of the bankruptcy court. *Id.*; *In re AWMC, Inc.*, 109 B.R. 210, 212 (Bankr. N.D. Tex. 1989).

45. All four *Pioneer* factors point to finding excusable neglect and deeming Encina’s proof of claim to be timely filed.

1. Prejudice to the Debtor

46. The first factor that courts should consider when determining whether to allow a late filed claim is the danger of prejudice to the debtor. *Pioneer*, 507 U.S. at 395.

47. Debtor knew of Encina’s claim when it filed the Plan. Debtor is the party who initiated the Encina Lawsuit. Debtor listed the Encina Lawsuit in its SOFA and described Encina’s counterclaim in the Encina Lawsuit as an asset in its Schedule A/B. Debtor filed the Plan approximately six weeks *after* Encina filed its proof of claim.

48. Allowing Encina’s claim will not have an adverse impact on the judicial administration of this case. Encina is listed on the claims register and has received a ballot to vote on the Plan as a Class 6 general unsecured creditor. Allowing Encina’s claim will not change the timing or way that this case is administered.

49. In sum, allowing Encina’s late-filed claim will not prejudice the Debtor.

2. Length of Delay

50. The second factor that courts consider is the length of delay and the effect that the filing will have on judicial proceedings. *Pioneer*, 507 U.S. at 395. While this is certainly a factor,

it is not the most important factor, and the delay must be assessed in subjective terms as to impact on the administration of the case. There is no “bright-line rule governing when the lateness of a claim will be considered ‘substantial.’” *In re Enron Corp.*, 419 F.3d 115, 128 (2d Cir. 2005). Instead, the length of delay is considered in the context of its effect on the proceedings. *Id.*; *In re Lyondell Chem. Co.*, 543 B.R. 400, 410 (Bankr. S.D.N.Y. 2016).

51. Encina filed its claim on December 10, 2024, promptly after receiving the Notice of Deadlines for Filing of Proofs of Claim on November 19, 2024.

52. Deeming Encina’s Proof of Claim to be timely filed will not cause delay in the disposition of this case or have any impact on the judicial proceedings. The proof of claim is already on file and has been for more than two months before the confirmation hearing is currently scheduled to occur. Using the procedures in place in this case, Debtor will be able to object to the claim as if it had been filed by the Bar Date (if warranted). Allowing the claim will have no effect on the administration of this case.

3. Reason for Delay

53. The third factor that courts consider is the reason for the delay. *Pioneer*, 507 U.S. at 395. When determining whether neglecting to meet a deadline to file a proof of claim is excusable, courts should consider “all relevant circumstances surrounding the party’s omission.” *Pioneer*, 507 U.S. at 395. “Congress plainly contemplated that the courts would be permitted, where appropriate, to accept late filings caused by inadvertence, mistake, or carelessness, as well as by intervening circumstances beyond the party’s control.” *Id.* at 388. This is a flexible standard “because it is rooted in equity.” *In re Eagle Bus Mfg., Inc.*, 62 F.3d 730, 739 (5th Cir. 1995)

54. Encina’s delay in not timely filing its claim is excusable.

55. A known creditor who does not receive actual notice of the bar date may establish excusable neglect on that ground. *In re William B. Wilson Mfg. Co.*, 59 B.R. 535, 538 (Bankr. W.D. Tex. 1986).

56. Encina's delay was caused by not receiving actual notice of the Bar Date until November 19, 2024, which was a circumstance outside of its control.

4. Creditor Acted in Good Faith

57. The final *Pioneer* factor is the creditor's good faith.

58. Encina filed its proof of claim on December 10, 2024, promptly after receiving notice of the Bar Date and well in advance of the confirmation hearing, which is currently set for February 26, 2025.

59. Encina did not deliberately delay filing its proof of claim. Encina filed the delayed claim in good faith and not for any sort of strategic advantage or bad faith motive.

60. In conclusion, the four *Pioneer* factors weigh strongly in favor of deeming Encina's claim to be timely filed. By virtue of Encina's good-faith efforts to timely file its claim, the relatively short delay in filing its claim, the absence of prejudice to the Debtor, and the absence of a negative impact on the efficiency of court administration, Encina respectfully submits that, pursuant to Bankruptcy Rules 3003(c) and 9006(b)(1), the Court should conclude that excusable neglect is present and enter an order deeming Encina's proof of claim to be timely filed.

NOTICE

61. Encina will provide notice of this Motion to any party entitled to notice pursuant to Bankruptcy Rule 2002 and any other party entitled to notice pursuant to Local Rule 9013-1(d).

NO PRIOR REQUEST

62. No prior request for the relief sought herein has been made to this Court or any other court.

EMERGENCY CONSIDERATION

63. Encina requests emergency consideration of this Motion as the hearing is requested no later than February 26, 2025 at 1:30 p.m.

64. Emergency consideration is warranted because the Plan purports to automatically disallow and expunge all proofs of claim filed after the Bar Date “unless the Bankruptcy Court shall have determined by a Final Order, on or before the Confirmation Hearing, that cause exists to extend the Claims Bar Date as to such Proof of Claim on the basis of excusable neglect,” absent an agreement otherwise. Docket No. 1978 at 41. The confirmation hearing is currently set for February 26, 2025 at 1:30 p.m.

CONCLUSION

WHEREFORE, for the foregoing reasons, Encina respectfully requests that this Court enter an order deeming Encina’s proof of claim to be timely filed and granting such other and further relief as is just and proper.

Dated: February 11, 2025

Respectfully submitted,

By: /s/ Kathryn Skagerberg

Kathryn Skagerberg

Texas Bar No. 24058578

Federal ID No. 1121430

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F: (615) 664-5399

CERTIFICATE OF ACCURACY

I certify that the foregoing statements are true and accurate to the best of my knowledge.

This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Kathryn Skagerberg
Kathryn Skagerberg

CERTIFICATE OF SERVICE

I certify that on February 11, 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 to all parties registered to receive such service.

s/ Kathryn Skagerberg
Kathryn Skagerberg

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

In re:

ZACHRY HOLDINGS, INC., *et al.*,

Debtors.

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Chapter 11

Case No. 24-90377 (MI)

(Jointly Administered)

**PROPOSED ORDER GRANTING ENCINA DEVELOPMENT GROUP, LLC'S
EMERGENCY MOTION TO PERMIT FILING PROOF OF CLAIM
AFTER BAR DATE**

Upon the motion (“**Motion**”)¹ of Encina Development Group, LLC for entry of an order permitting Encina to file a proof of claim after the Bar Date; and it appearing that the relief requested in the Motion is appropriate; and it appearing that the Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334 and 157; and it appearing that the Motion is a core matter pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of the Motion is proper pursuant to 28 U.S.C. § 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances, and that no other or further notice need be given; and all objections having been overruled, withdrawn, or resolved; and the Court having held a hearing to consider the relief requested in the Motion; and the Court having found that the legal and factual bases set forth in the Motion establish good cause for the relief granted herein; and after due deliberation, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED, as set forth herein.

¹ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

2. Pursuant to due process considerations, Bankruptcy Local Rule 3003-1, and Bankruptcy Rule 9006(b)(1), Encina's time to file a proof of claim against Debtor is extended, *nunc pro tunc*, to December 10, 2024, and the proof of claim Encina filed on December 10, 2024 shall be deemed timely filed.

3. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

4. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Tab 9

24-90377 ECF No. 2348

became aware of their oversight by sending Encina’s counsel notice of the bar date on November 7, 2024. Encina then waited *five weeks* before filing its proof of claim on December 10, 2024. It then waited another *eight weeks* before seeking emergency authorization to file a late proof of claim.

3. Encina’s neglect is not excusable, and any argument to the contrary is belied by the facts. Regardless, Encina’s actual knowledge of the chapter 11 cases is fatal to its request to file a proof of claim months after the Court-approved bar date. The Motion should be denied.

Background

4. On January 15, 2021, Debtor Zachry Engineering Corp. (“ZEC”) commenced the Texas state court action against Encina styled Cause No. 2021-02701, *Zachry Engineering Corporation v. Encina Development Group, LLC*, in the 125th Judicial District Court of Harris County, Texas. ZEC alleges breach of contract and seeks damages in excess of \$1,000,000. On April 5, 2021, Encina filed a counterclaim, also alleging breach of contract, and also seeking damages in excess of \$1,000,000. On October 7, 2021, ZEC moved to dismiss Encina’s counterclaim. On March 22, 2022, the court denied that motion. On April 9, 2022, ZEC appealed. On May 18, 2023, the intermediate appellate court affirmed the trial court’s denial of ZEC’s motion. On July 3, 2023, ZEC filed a petition for review in the Supreme Court of Texas (the appeal pending in the Texas Supreme Court, the “**Encina Matter**”). That petition is pending.

5. On May 21, 2024 (the “**Petition Date**”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the above-captioned chapter 11 cases. On June 3, 2024, the Debtors filed notice of these chapter 11 cases in the Encina Matter (the “**Notice of Bankruptcy**”). The Notice of Bankruptcy is attached hereto as **Exhibit A**.

6. On July 26, 2024, the Court entered the *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(B)(9), (II) Establishing*

Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including Section 503(B)(9) Requests, (IV) Approving Notice of Bar Dates, and (V) Granting Related Relief [Docket No. 636] (the “**Bar Date Order**”). The Bar Date Order established September 16, 2024 as the deadline for all non-governmental entities holding or wishing to assert a claim against any of the Debtors that arose before the Petition Date to file a proof of such claim in writing (the “**Bar Date**”). On July 26, 2024, the Debtors’ claims and noticing agent caused notice of the Bar Date (the “**Bar Date Notice**”) to be served on individuals and entities on the Master Service List.

7. On November 7, 2024, the Debtors became aware that they had not served the Bar Date Notice on Encina. The Debtors immediately added Encina to the Master Service List and served Encina’s counsel (four attorneys at Nelson Mullins Reiley & Scarborough LLP) with the Bar Date Order via email and first-class mail [Docket No. 1446]. Proof of service of the Bar Date Notice on Encina’s counsel is attached hereto as **Exhibit B**. Encina claims, however, that it did not receive the Bar Date Notice until November 19, 2024. Encina still waited until December 10, 2024—*three weeks* after it supposedly received the Bar Date Notice, *five weeks* after the Debtors served the Bar Date Notice on Encina, *eleven weeks* after the Bar Date, and *twenty-seven weeks* after the Notice of Bankruptcy—to file its proof of claim (Claim No. 1753) (the “**Late Claim**”). The Late Claim asserts a claim for an “undetermined” amount on account of a “counterclaim in litigation” and attaches the counterclaim as an exhibit.

8. On January 23, 2025, the Debtors filed the *Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 1978] (the “**Plan**”). The Plan confirmation hearing is scheduled for February 26, 2025.

9. On February 11, 2025, *eight weeks* after filing the Late Claim, Encina asked for permission to file the Late Claim and for the Court to consider its request on an emergency basis.

Objection

I. Encina's Oversight Does Not Constitute Excusable Neglect

10. Section 502(b)(9) of the Bankruptcy Code provides, in relevant part, that: “[I]f [an] objection to a claim is made, the court, after notice and a hearing, shall determine the amount of such claim in lawful currency of the United States as of the date of the filing of the petition, and shall allow such claim in such amount, except to the extent that proof of such claim is not timely filed[.]” 11 U.S.C. § 502(b)(9). Courts have discretion to permit late proofs of claim where the claimant’s failure constitutes “excusable neglect.” Fed. R. Bank. P. 9006(b); *In re Eagle Bus Manufacturing, Inc.*, 62 F.3d 730, 736 (5th Cir. 1995). In determining whether a claimant’s neglect is excusable, courts consider the following factors derived from the Supreme Court’s decision in *Pioneer Investment Services Co. v. Brunswick Associates Limited Partnership*: (1) the danger of prejudice to the debtor; (2) the length of the delay and its potential impact on judicial proceedings; (3) the reason for the delay, including whether it was within the reasonable control of the movant; and (4) whether the movant acted in good faith. 507 U.S. 380, 395 (1993). A court’s decision that missing a deadline is excusable is “at bottom an equitable one, taking account of all relevant circumstances surrounding the party’s omission.” *Pioneer*, 507 U.S. at 395. As this Court has recognized, a “failure to file a timely proof of claim, to investigate the bankruptcy case, or to do anything to preserve [its] rights is inconsistent with excusable neglect.” *In re Bison Bldg. Holdings, Inc.*, 2012 WL 3230472, at *3 (Bankr. S.D. Tex. Aug. 3, 2012); *see also Pioneer*, 507

U.S. at 392 (“[I]nadvertence, ignorance of the rules, or mistakes construing the rules do not usually constitute ‘excusable’ neglect[.]”).

A. Encina Provides No Reason For Its Delay

11. Reason for the delay is the most important factor. *In re Davenport*, 342 B.R. 482, 497 (Bankr. S.D. Tex. 2006) (“When applying the *Pioneer* factors, the *Hongjun Sun* court explained that the ‘reason for delay’ factor (*i.e.*, the third factor) carries more weight than the other factors.”); *In re Gardner*, Case No. 06-20339-RLJ12, 2007 WL 1577862, at *2 (Bankr. N.D. Tex. May 31, 2007) (“Several courts, when dealing with the extension to file an appeal, have given greater weight to the reason for delay and whether it was within the reasonable control of the movant.”).

12. Encina provides no legitimate or persuasive reason for its delay in filing the Late Claim. It had actual notice of the chapter 11 cases in early June. It thus had a duty to investigate the Debtors’ bankruptcy and ascertain the claims bar date. *Unit Corp. v. Gilmore*, No. 4:21-CV-435, 2022 WL 956226 (S.D. Tex. Mar. 30, 2022), is directly on point. There, a creditor received notice of the chapter 11 cases from a suggestion of bankruptcy filed in a pending non-bankruptcy dispute, but did not receive notice of the claims bar date until five days after the deadline. *Id.* at *7. The claimant then waited 65 days before filing its proof of claim. *Id.* The bankruptcy court held that the claimant’s delay in filing its claim was not excusable, and the district court affirmed on appeal. As the court held, “[w]hen the holder of a large, unsecured claim receives any notice that its debtor has initiated bankruptcy proceedings, it is under constructive or inquiry notice that its claim may be affected, and it ignores the proceedings to which the notice refers at its peril. Whatever is notice enough to excite attention and put the party on his guard and call for inquiry, is notice of everything to which such inquiry may have led. When a person has sufficient information to lead him to a fact, he shall be deemed to be conversant of it.” *Id.* at *8 (citing

Robbins v. Amoco Production Co., 952 F.2d 901, 908 (5th Cir. 1992)). The claimant’s ability to file its proof of claim was in its reasonable control, but it unjustifiably waited 65 days after receiving notice of the bar date to file its claim. *Id.*

13. Encina states that its delay was the result of “not receiving actual notice of the Bar Date until November 19, 2024, which was a circumstance outside of its control.” Motion, ¶ 56. Encina ignores the fact that it had actual notice of the chapter 11 cases months earlier and was therefore charged with investigating the potential impact of the bankruptcy filing on its claims. Encina apparently did no such thing. Even the most cursory search would have led Encina to all relevant information. When a creditor has actual notice of a bankruptcy case, lack of actual notice of the claims bar date cannot constitute “excusable neglect.” Encina also fails to explain why it waited weeks after receiving actual notice of the claims bar date before filing a simple proof of claim, or why it waited two months after filing the Late Claim before filing the Motion.

B. Encina’s Delay Is Objectively Unreasonable.

14. “Excusable neglect requires prompt action by the party seeking relief.” *In re Seadrill Ltd.*, No. 17-60079, 2019 WL 7580175, at *3 (Bankr. S.D. Tex. Dec. 19, 2019). Importantly, “the evaluation of lateness should also take into account the creditor’s explanation for the delay” such that “[w]here an explanation is nonexistent or not credible both the ‘reason for the delay’ and the ‘length of the delay’ factors might weigh in favor of the debtor, even if the delay is, in absolute terms, quite short.” *In re ASARCO, LLC*, No. 05-21207, 2008 WL 4533733, at *3 (Bankr. S.D. Tex. Oct. 3, 2008).

15. Encina waited until December 10, 2024—*three weeks* after it supposedly received the Bar Date Notice, *five weeks* after the Debtors served the Bar Date Notice on counsel to Encina, *eleven weeks* after the Bar Date, and *twenty-seven weeks* after the Notice of Bankruptcy—before filing its Late Claim. Courts have declined to find excusable neglect under similar circumstances.

See, e.g., In re Missionary Baptist Found., Inc., 41 B.R. 467, 471 (Bankr. N.D. Tex. 1984) (refusing to allow late-filed claim when creditor had notice of the case more than two months before the bar date); *In re DLH Master Land Holding, L.L.C.*, 464 Fed. App'x 316, 318–19 (5th Cir. 2012) (affirming denial of motion for leave to file proof of claim 42 days late); *In re ASARCO*, 2008 WL 4533733, at *1, 3 (denying motion for leave to file proof of claim 70 days after the supplemental bar date); *In re KMart Corp.*, 381 F.3d 709, 714 (7th Cir. 2004) (affirming denial of motion to allow late-filed claim when proof of claim was only one day late but claimant did not file motion until 81 days after bar date).

C. Encina Is Cavalier In Its Disregard For the Bar Date, Even if the Relief Sought Would Not Necessarily Prejudice the Debtors

16. The relief sought by Encina would undermine the intent, purpose, and policy of claims bar dates. Courts have articulated that claims bar dates advance the Bankruptcy Code's goal of finality. *In re 50-Off Stores, Inc.*, 220 B.R. 897 (Bankr. W.D. Tex. 1998). That is, creditors have a keen interest in the finality of the calculation of their claims. *In re Asarco, LLC*, Case No. 05-21207 (Bankr. S.D. Tex. Oct. 3, 2008) (citing *In re Drexel Burnham Lambert Group, Inc.*, 146 B.R. 84, 88 (Bankr. S.D.N.Y. 1992) (bar dates are imposed “so that the bankruptcy case can be administered”)).

17. Permitting Encina to file a late proof of claim will not disrupt these chapter 11 cases in a material manner. But courts in the Fifth Circuit have denied similar relief where the other factors weighed against permitting a late proof of claim, recognizing that these are factors to balance as opposed to elements. *See In re CJ Holding Co.*, 27 F.4th 1105, 1113, 1119 (5th Cir. 2022) (affirming the bankruptcy court's decision to deny the claimant's motion to allow a late proof of claim because the “prejudice factor does not outweigh the other three *Pioneer* factors”). Here, the other factors outweigh any potential lack of prejudice to the Debtors.

D. Encina Has Not Acted in Good Faith

18. Encina claims that it acted in good faith because it promptly filed the Late Claim after receiving the Bar Date Order. Motion, ¶ 60. Not so. Encina failed to act promptly, despite having actual notice of the chapter 11 cases, as described in this Objection. Encina inexplicably failed to investigate the potential impact on its claim, and then, after receiving actual notice of the Bar Date and knowing the Bar Date had passed, waited several weeks before filing the Late Claim, and several weeks more before filing the Motion. Encina did not move with any haste indicative of good faith.

II. Encina Received Actual Notice of the Bankruptcy Sufficient to Satisfy Due Process

19. The Fifth Circuit has held that “it does not offend due process to view actual notice of a debtor's bankruptcy to a prepetition creditor as placing a burden on the creditor to come forward with his claim.” *Matter of Christopher*, 28 F.3d 512, 518 (5th Cir.1994). There, as here, a claimant received notice of the debtor’s bankruptcy through a suggestion of bankruptcy. *Id.* The court held that the notice afforded the creditor an opportunity to present any objections and satisfied due process. *Id.* (internal citations omitted).

20. Similarly, in *Matter of Sam*, 894 F.2d 778 (5th Cir. 1990), a claimant did not receive notice of the bar date until it had passed. However, because it had prior notice of the automatic stay in the underlying state court action, the court held that constitutional due process requirements were met. *Id.* at 782. The Fifth Circuit held that the burden upon the creditor, with notice of the bankruptcy petition, to determine the bar date was not “so burdensome as to outweigh the need for expeditious administration of bankruptcy cases.” *Id.* at 781.

21. Encina received notice of the Debtors’ chapter 11 cases on June 3, 2024. That notice clearly stated, “[p]etitioner Zachry Engineering Corporation notifies the Court and all parties that on May 21, 2024, Zachry Holdings, Inc. and several of its affiliates, including

Petitioner Zachry Engineering Corporation, filed voluntary petitions in bankruptcy under Chapter 11 of the United States Bankruptcy Code. The bankruptcy proceeding, being jointly administered under *In re Zachry Holdings, Inc.*, Case No. 24-90377, is pending in the United States Bankruptcy Court for the Southern District of Texas.” See **Exhibit A**. Encina could have accessed the Court’s docket, filed a notice of appearance in these chapter 11 cases, contacted the Debtors’ counsel, or visited the Debtors’ claims and noticing agent’s website to monitor the developments in these chapter 11 cases, including the establishment of the Bar Date. It has provided no justification for its failure to do so. The Court should deny the Motion.

Reservation of Rights

22. This Objection is limited to the grounds identified therein. The Debtors expressly reserve all further substantive or procedural objections to the Late Claim. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Objection or any order granting the relief requested by this Objection or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (g) a waiver or limitation of the Debtors’ or any other party in interest’s rights under the Bankruptcy Code or any other applicable law; (h) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance of property of the Debtors’ estates; or (i) a concession by the Debtors that any liens

(contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Objection are valid and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

[Remainder of Page Intentionally Left Blank]

Dated: February 21, 2025
Houston, Texas

/s/ Charles R. Koster

WHITE & CASE LLP

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*Counsel to the Debtors and
Debtors in Possession*

Certificate of Service

I certify that on February 21, 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 A

Notice of Bankruptcy

No. 23-0506

IN THE
SUPREME COURT OF TEXAS

ZACHRY ENGINEERING CORPORATION,

Petitioner,

vs.

ENCINA DEVELOPMENT GROUP, LLC,

Respondent.

On Petition for Review from the Fourteenth Court of Appeals
Cause No. 14-22-00265-CV

NOTICE OF BANKRUPTCY

Petitioner Zachry Engineering Corporation notifies the Court and all parties that on May 21, 2024, Zachry Holdings, Inc. and several of its affiliates, including Petitioner Zachry Engineering Corporation, filed voluntary petitions in bankruptcy under Chapter 11 of the United States Bankruptcy Code. The bankruptcy proceeding, being jointly administered under *In re Zachry Holdings, Inc.*, Case No.

24-90377, is pending in the United States Bankruptcy Court for the Southern District of Texas.

Respectfully submitted,

HICKS THOMAS LLP

/s/ J. Stephen Barrick

J. Stephen Barrick

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ZACHRY INDUSTRIAL, INC.

527 Logwood Avenue

San Antonio, Texas 78221

(210) 588-6867

Attorneys for Petitioner

Zachry Engineering Corporation

CERTIFICATE OF SERVICE

I certify that on June 3, 2024, a copy of this document was served upon the following counsel via electronic service:

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Kate.skagerberg@nelsonmullins.com
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Andrea Olsen-Leyden
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100 S. Charles Street, Suite 1600
Baltimore, Maryland 21201

Counsel for Respondent Encina Development Group, LLC

/s/ J. Stephen Barrick

Automated Certificate of eService

This automated certificate of service was created by the eFiling system.
The filer served this document via email generated by the eFiling system
on the date and to the persons listed below:

Amanda Guerrero on behalf of J. Stephen Barrick
Bar No. 00796168
aguerrero@hicks-thomas.com
Envelope ID: 88350916
Filing Code Description: Letter/Notice
Filing Description: Notice of Bankruptcy
Status as of 6/3/2024 9:25 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
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Andrea Olsen-Leyden		Andrea.olsenleyden@nelsonmullins.com	6/3/2024 9:21:58 AM	SENT

Exhibit B

Proof of Service of the Bar Date Notice

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

In re:

ZACHRY HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-90377 (MI)

(Jointly Administered)

SUPPLEMENTAL CERTIFICATE OF SERVICE

I, Alejandro Guerra, depose and say that I am employed by Kurtzman Carson Consultants LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On November 7, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit A**:

- **Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates** [Docket No. 1319]
- **Amended Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates** [Docket No. 1320]
- **Notice of Filing of Redlines of Modified Plan of Reorganization and Disclosure Statement** [Docket No. 1321]
- **Debtors’ Emergency Motion for Entry of an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Disclosure Statement, (III) Approving the Confirmation Timeline, Solicitation Procedures, Solicitation Package, and Notices, (IV) Establishing Procedures for Objecting to the Plan and Final Approval of the Disclosure Statement, and (V) Granting Related Relief** [Docket No. 1322]

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.



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Furthermore, on November 7, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit B**:

- **Notice of Deadlines for the Filing of Proofs of Claim, Including Requests for Payment Pursuant to Section 503(B)(9) of the Bankruptcy Code** [substantially in the form of Exhibit 2 to Docket No. 636]
- [Blank] **Modified Official Form 410 Proof of Claim** [substantially in the form of Exhibit 1 to Docket No. 636]

Dated: November 18, 2024

/s/ Alejandro Guerra
Alejandro Guerra
Verita
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Case 24-90377 Document 23-462 Filed 12/18/25 Page 45 of 67

Exhibit A
Supplemental Master Service List Parties
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel to Encina Solutions, LLC, Encina Development Group, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough LLP	Kayla Quintana	Kayla.quintana@nelsonmullins.com
Counsel to Encina Solutions, LLC, Encina Development Group, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough LLP	Lisa Jerles	ljerles@klugerkaplan.com
Counsel to Encina Solutions, LLC, Encina Development Group, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough LLP	M. Andrea Olsen-Leyden	Andrea.olsenleyden@nelsonmullins.com
Counsel to Encina Solutions, LLC, Encina Development Group, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough, LLP	Kate Skagerberg	kate.skagerberg@nelsonmullins.com

Exhibit B

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Exhibit B
Supplemental Master Service List Parties
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Counsel to Encina Solutions, LLC, Encina Development Group, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough LLP	Kayla Quintana	One Biscayne Tower	2 South Biscayne Blvd, 21st Fl.	Miami	FL	33131
Counsel to Encina Solutions, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough LLP	Lisa Jerles	201 S. Biscayne Blvd, 27th Floor		Miami	FL	33131
Counsel to Encina Solutions, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough LLP	M. Andrea Olsen-Leyden	100 S. Charles Street, Suite 1600		Baltimore	MD	21201
Counsel to Encina Solutions, LLC, Encina Development Group, LLC and Charles Costenbader	Nelson Mullins Riley & Scarborough, LLP	Kate Skagerberg	1222 Demonbreun St., Suite 1700		Nashville	TN	37203

Tab 10

24-90377 ECF No. 2431

First Amended Plan, and (V) Granting Related Relief [Docket No. 1956] (the “**Solicitation Motion**”);

- d. Filed, on January 23 2025, the *Modified First Amended Joint Chapter 11 Plan of Reorganization for Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 1978];
- e. Filed, on January 23, 2025, the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Reorganization for Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 1986] (the “**Disclosure Statement**”);
- f. obtained, on January 24, 2025, entry of the *Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Disclosure Statement, (III) Approving the Revised Confirmation Timeline, Solicitation Procedures, Solicitation Package, and Notices, (IV) Establishing Procedures for Objecting to the Disclosure Statement and Modified First Amended Plan, and (V) Granting Related Relief* [Docket No. 1991] (the “**Disclosure Statement Order**”);
- g. caused the Combined Hearing Notice [Docket No. 1991, Ex. 6] to be served on or about January 24, 2025, in accordance with the terms of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Local Rules**”), the *Procedures for Complex Cases in the Southern District of Texas* (the “**Complex Case Procedures**”), and the Disclosure Statement Order, as evidenced by the certificate of service Filed on February 7, 2025 [Docket No. 2100] (together with all the exhibits thereto, the “**Solicitation Affidavit**”);
- h. commenced solicitation, on January 30, 2025, of (i) the Plan, (ii) the Disclosure Statement, (iii) ballots for voting on the Plan to Holders of Class 3 Prepetition Credit Facility Claims [Docket No. 1991, Ex. 2] and Class 6 General Unsecured Claims [Docket No. 1991, Ex. 3], (iv) the Cover Letter [Docket No. 1991, Ex. 12], and (v) the U.S. Trustee’s Statement [Docket No. 1991, Ex. 14], in each case in accordance with the terms of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and the Disclosure Statement Order, as evidenced by the Solicitation Affidavit;
- i. caused (i) the *Notice of (A) Non-Voting Status to Holders or Potential Holders of (I) Unimpaired Claims or Equity Interests Conclusively Presumed to Accept the Plan and (II) Impaired Claims or Equity Interests Conclusively Deemed to Reject the Plan and (B) Opportunity for Holders of Claims and Equity Interests to Opt Out of the Third-Party Release* [Docket No. 1991, Ex. 4] (the “**Non-Voting Status Notice**”) and (ii) the

Third-Party Release Opt-Out Form [Docket No. 1991, Ex. 5] (the “**Opt-Out Form**”) to be served on or about January 30, 2025, in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and the Disclosure Statement Order, as evidenced by the Solicitation Affidavit;

- j. caused (i) the *Notice of Reclassification and Voting Status* [Docket No. 1991, Ex. 11] (the “**Reclassification Notice**”), (ii) the *Notice of Non-Voting Status with Respect to Disputed Claims* [Docket No. 1991, Ex. 10] (the “**Disputed Claims Notice**”); and (iii) the Opt-Out Form attached to each Reclassification Notice and Disputed Claims Notice to be served on or about January 30, 2025, in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and the Disclosure Statement Order, as evidenced by the Solicitation Affidavit;
- k. caused the Employee Letter [Docket No. 1991, Ex. 13] to be served on or about January 30, 2025, in accordance with the Disclosure Statement Order, as evidenced by the Solicitation Affidavit;
- l. caused the *Notice of (I) Combined Hearing to Consider (A) Final Approval of the Disclosure Statement, (B) Confirmation of the Modified First Amended Joint Chapter 11 Plan, and (C) Opportunity to Opt Out of Third-Party Releases, and (II) Related Voting and Objection Deadlines* [Docket No. 1991, Ex. 7] (the “**Publication Notice**”) to be published in (i) *The New York Times* (National Edition), on January 28, 2025, (ii) *USA Today* (National Edition) and *Beaumont Enterprise* on January 29, 2025, and (iii) *Port Arthur News* on February 1, 2025 in accordance with the Disclosure Statement Order, as evidenced by the *Affidavit of Publication of the Notice of (I) Combined Hearing to Consider (A) Final Approval of the Disclosure Statement, (B) Confirmation of the Modified First Amended Joint Chapter 11 Plan, and (C) Opportunity to Opt Out of Third-Party Releases, and (II) Related Voting and Objection Deadlines in the New York Times, USA Today, Beaumont Enterprise and the Port Arthur News* Filed on February 6, 2025 [Docket No. 2085] (the “**Publication Affidavit**”);
- m. Filed, on February 5, 2025, the *Notice of Filing of the Plan Supplement* [Docket No. 2080], containing the GUC Trust Agreement and the GUC Trust Note Term Sheet;
- n. Filed, on February 11, 2025, the *Notice of Filing of Amended GUC Note Term Sheet* [Docket No. 2122];
- o. caused the *Statement of the Statutory Unsecured Claimholders’ Committee Regarding the Modified First Amended Joint Chapter 11 Plan of Reorganized of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2123], to be served on or about February 12, 2025, as evidenced by the

Certificate of Service Filed on February 20, 2025 [Docket No. 2325] (the “**Supplemental Affidavit**”);

- p. Filed, on February 13, 2025, the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150];
- q. caused the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150] to be served on or about February 13, 2025, as evidenced by the Supplemental Affidavit;
- r. caused (i) the *Notice of Assumption of Executory Contract or Unexpired Lease and Cure Amounts, if Any* [Docket No. 1991, Ex. 8], (ii) the *Assumption List* [Docket No. 2150, Ex. B], (iii) the *Notice of Rejection of Executory Contract or Unexpired Lease* [Docket No. 1991, Ex. 9], (iv) the *Rejection List* [Docket No. 2150, Ex. C]; and (v) the *GPX Excess Claims Stipulation* [Docket No. 2150, Ex. G] to be served on affected counterparties on or about February 14, 2025, as evidenced by the Supplemental Affidavit;
- s. Filed, on February 19, 2025, the *Notice of Filing of the Third Plan Supplement* [Docket No. 2316];
- t. caused the *Notice of Filing of the Third Plan Supplement* to be served on or about February 19, 2025, as evidenced by the Supplemental Affidavit;
- u. Filed, on February 23, 2025, the *Debtors’ Memorandum of Law in Support of (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2361] (the “**Confirmation Brief**”); and
- v. Filed, on February 23, 2025, the *Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2362] (as amended, supplemented, or otherwise modified from time to time, the “**Plan**”), attached hereto as **Exhibit A**;
- w. Filed, on February 24, 2025, (i) the *Declaration of Mohsin Y. Meghji, Chief Restructuring Officer of Zachry Holdings, Inc. in Support of (I) Approval of the Disclosure Statement on a Final Basis and (II) Confirmation of the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2380] (the “**Meghji Declaration**”) and (ii) the *Declaration of Jason New in Support of (I) Approval of the Disclosure Statement on a Final Basis and (II) Confirmation of the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates*

[Docket No. 2381] (the “**New Declaration**” and, together with the Meghji Declaration, the “**Confirmation Declarations**”);

- x. Filed, on February 25, 2025, the *Declaration of P. Joseph Morrow IV with Respect to the Tabulation of Votes on the Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2399] (the “**Voting Affidavit and Voting Report**” and, together with the Solicitation Affidavit, the Publication Affidavit, and the Supplemental Affidavit, the “**Affidavits**”);
- y. Filed, on February 25, 2025, the *Notice of Filing of the Fourth Plan Supplement* [Docket No. 2406]; and
- z. Filed, on February 26, 2025, the *Notice of Filing of the Fifth Plan Supplement* [Docket No. 2417] (together, with the *Notice of Filing of the Plan Supplement*, the *Notice of Filing of Amended GUC Note Term Sheet*, the *Notice of Filing of the Second Plan Supplement*, the *Notice of Filing of the Third Plan Supplement*, and the *Notice of Filing of the Fourth Plan Supplement* as well as any amendments and supplements Filed prior to the Effective Date, the “**Plan Supplement**”).

The Court having:

- a. entered the Disclosure Statement Order on January 24, 2025;
- b. set February 20, 2025 at 4:00 p.m. (prevailing Central Time) as the deadline for voting on the Plan (the “**Voting Deadline**”);
- c. set February 20, 2025 at 4:00 p.m. (prevailing Central Time) as the deadline for opting out of the Third-Party Release (the “**Opt-Out Deadline**”);
- d. set February 20, 2025 at 4:00 p.m. (prevailing Central Time) as the deadline for filing objections to final approval of the Disclosure Statement and Confirmation of the Plan (the “**Objection Deadline**”);
- e. scheduled February 26, 2025 at 1:30 p.m. (prevailing Central Time) as the date and time for the hearing to consider approval of the Disclosure Statement on a final basis and Confirmation of the Plan pursuant to sections 1125, 1126, 1128, and 1129 of the Bankruptcy Code and Bankruptcy Rules 3017 and 3018, as set forth in the Disclosure Statement Order (the “**Combined Hearing**”);
- f. reviewed the Plan, the Disclosure Statement, the Solicitation Motion, the Plan Supplement, the Confirmation Brief, the Confirmation Declarations, the Affidavits, the Combined Hearing Notice, the Publication Notice, and all Filed pleadings, exhibits, statements, and comments regarding approval

- of the Disclosure Statement on a final basis and Confirmation of the Plan, including all objections, statements, and reservations of rights;
- g. considered the Restructuring Transactions incorporated and described in the Plan or Plan Supplement, as applicable;
 - h. held the Combined Hearing;
 - i. reviewed the discharge, compromises, settlements, releases, exculpation, and injunctions set forth in the Plan;
 - j. heard the statements and arguments made by counsel in respect of approval of the Disclosure Statement on a final basis and Confirmation of the Plan;
 - k. considered all oral representations, live testimony, proffered testimony, documents, filings, exhibits, and other evidence regarding approval of the Disclosure Statement on a final basis and Confirmation of the Plan;
 - l. overruled (i) any and all objections to approval of the Disclosure Statement on a final basis and Confirmation of the Plan, except as otherwise stated or indicated on the record, and/or (ii) all statements and reservations of rights not consensually resolved, agreed to, or withdrawn, unless otherwise indicated; and
 - m. taken judicial notice of all pleadings and other documents Filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases.

NOW, THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party in interest to object to Confirmation of the Plan having been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents Filed in support of approval of the Disclosure Statement on a final basis and Confirmation of the Plan and other evidence presented at the Combined Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefore, the Court makes and issues the following findings of fact and conclusions of law, and orders:

Findings of Fact and Conclusions of Law

IT IS HEREBY FOUND, DETERMINED, ADJUDGED, DECREED, AND ORDERED THAT:

A. Findings and Conclusions.

1. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rules 7052 and 9014. To the extent any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

B. Jurisdiction, Venue, and Core Proceeding.

2. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. The Court has exclusive jurisdiction to determine whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectively. Consideration of whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code are core proceedings as defined in 28 U.S.C. § 157(b)(2). This Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in this district pursuant to sections 1408 and 1409 of title 28 of the United States Code.

C. Eligibility for Relief.

3. The Debtors were and are Entities eligible for relief under section 109 of the Bankruptcy Code. The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.

D. Commencement and Joint Administration of These Chapter 11 Cases.

4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. In accordance with the *Order (I) Directing Joint Administration of Cases and (II) Waiving Requirements of Bankruptcy Code Section 345(c)(1) and Bankruptcy Rules 1005 and 2002(n)* [Docket No. 21], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, the Debtors have operated their businesses as debtors-in-possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases. On June 4, 2024, the U.S. Trustee appointed the Statutory Unsecured Claimholders' Committee (the "**Committee**") pursuant to section 1102 of the Bankruptcy Code [Docket No. 176] and reconstituted the Committee on January 27, 2025 [Docket No. 2003].

E. Judicial Notice.

5. The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court, including all pleadings and other documents Filed, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during the pendency of the Chapter 11 Cases.

F. Plan Supplement.

6. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the Debtors provided good and proper notice of the Filing of the Plan Supplement in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable rules, laws, and requirements. No other or further notice will be required with respect to the Plan Supplement or any of the documents contained therein or related thereto. All documents included in the Plan Supplement and all other documents

necessary or appropriate to implement the Plan are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, the Debtors reserve the right to alter, amend, update, or modify the Plan Supplement and any of the documents contained therein or related thereto or the Plan before the Effective Date.

H. Objections Overruled.

7. Any resolution or disposition of objections (whether formal or informal), reservations of rights, statements, or joinders with respect to approval of the Disclosure Statement on a final basis and Confirmation explained or otherwise ruled upon by the Court on the record at the Combined Hearing is hereby incorporated by reference. All unresolved objections, reservations of rights, statements, and joinders are hereby overruled on the merits.

I. Modifications to the Plan.

8. Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan or Plan Supplement Filed after the commencement of solicitation or described or set forth in this Order constitute technical or clarifying changes, changes with respect to particular Claims by agreement with Holders of such Claims, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest under the Plan. These modifications are consistent with the disclosures previously made in the Disclosure Statement and notice of these modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan is properly before this Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

J. Adequacy of the Disclosure Statement.

9. The Disclosure Statement contains “adequate information” as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code with respect to the Debtors, the Plan, and the transactions contemplated therein.

K. Disclosure Statement Order and Notice.

10. The Disclosure Statement Order conditionally approved the Disclosure Statement and established the Voting Deadline, Objection Deadline, and Opt-Out Deadline. As evidenced by the Affidavits, and the record in the Chapter 11 Cases, the Debtors provided due, adequate, and sufficient notice of the Plan, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Materials, the Plan Supplement, the discharge, compromise, settlement, release, exculpation, and injunction provisions contained in the Plan, the ability to opt-out of the Plan’s Third-Party Release, the Combined Hearing, the Voting Deadline, the Objection Deadline, the Opt-Out Deadline, and any other applicable dates described in the Disclosure Statement Order in compliance with the Bankruptcy Code, the Bankruptcy Rules (including Bankruptcy Rules 2002(b), 3016, 3017, and 3020(b)), the Bankruptcy Local Rules, the Complex Case Procedures, and the procedures set forth in the Disclosure Statement Order. Such notice was adequate and sufficient under the facts and circumstances of these Chapter 11 Cases in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Disclosure Statement Order. No other or further notice is or shall be required.

M. Ballots.

11. The Classes of Claims entitled under the Plan to vote to accept or reject the Plan (the “**Voting Classes**”) are set forth below:

Class	Designation
3	Prepetition Credit Facility Claims
6	General Unsecured Claims

12. As determined in the Disclosure Statement Order, the ballots (the “**Ballots**”) the Debtors used to solicit votes to accept or reject the Plan from Holders in the Voting Classes adequately addressed the particular needs of these Chapter 11 Cases and were appropriate for Holders in the Voting Classes to vote to accept or reject the Plan.

N. Solicitation.

13. As described in the Voting Affidavit and Voting Report, the solicitation of votes on the Plan complied with the procedures set forth in the Disclosure Statement Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases and complied with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable rules, laws, and regulations.

14. As described in the Voting Affidavit and Voting Report, as applicable, the Solicitation Packages were transmitted and served on all Holders in the Voting Classes in compliance with the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Bankruptcy Local Rules, the Disclosure Statement Order, and any applicable non-bankruptcy law. Transmission and service of the Solicitation Packages was timely, adequate, and sufficient under the facts and circumstances of these Chapter 11 Cases. No further notice is required.

15. As set forth in the Voting Affidavit and Voting Report, the Solicitation Packages were distributed to Holders in the Voting Classes that held a Claim as of January 22, 2025 (the “**Voting Record Date**”). The establishment and notice of the Voting Record Date was reasonable and sufficient.

16. The period during which the Debtors solicited acceptances or rejections of the Plan was a reasonable and sufficient period of time for each Holder in the Voting Classes to make an informed decision to accept or reject the Plan.

17. Under section 1126(f) of the Bankruptcy Code, Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 4 (Deferred Compensation Plan Claims), Class 5 (Convenience Claims), and Class 9 (Zachry Interests) (collectively, the “**Deemed Accepting Classes**”) are Unimpaired and conclusively presumed to have accepted the Plan. The Debtors were therefore not required to, and did not, solicit votes from the Deemed Accepting Classes. Holders of Claims in Class 7 (Intercompany Claims) and Holders of Interests in Class 8 (Intercompany Interests) are Unimpaired and conclusively presumed to have accepted the Plan (to the extent Reinstated or converted to equity, as applicable) or are Impaired and deemed to reject the Plan (to the extent set off, settled, addressed, distributed, contributed, merged, cancelled, or released), and, in either event, are not entitled to vote to accept or reject the Plan. The Debtors served Holders in the non-voting Classes with the Combined Hearing Notice and the Non-Voting Status Notice, including the Opt-Out Form.

18. The Debtors served the Employee Letter via first class mail on all current employees of the Debtors that do not hold Claims or Interests (the “**Non-Creditor Employees**”). The Employee Letter provided adequate notice of the Combined Hearing, generally described the Plan, explained that Non-Creditor Employees were specifically excluded from the Plan’s Third-Party Release, and advised Non-Creditor Employees how they could request a Ballot or obtain further information about the Chapter 11 Cases from the Claims and Noticing Agent.

19. The Debtors also served the Disputed Claims Notice and the Opt-Out Form on certain Holders of Disputed Claims in these Chapter 11 Cases. The Disputed Claims Notice

provided adequate notice of the Combined Hearing, the Rule 3018 Motion Deadline, the procedures for challenging the Debtors' disallowance of Disputed Claims, and the release, exculpation, and injunction provisions of the Plan.

20. The Debtors served the Combined Hearing Notice and/or the Non-Voting Status Notice on the entire creditor matrix (except the Non-Creditor Employees served with the Employee Letter). The Combined Hearing Notice and/or the Non-Voting Status Notice adequately summarized the material terms of the Plan, the classification and treatment of claims, and the release, exculpation, and injunction provisions of the Plan. Further, because stakeholders were able to opt out of the Third-Party Release through the Ballot or the Opt-Out Form, every known stakeholder affected by the Third-Party Release (including Unimpaired creditors) was provided with the means by which the stakeholders could opt out of the Third-Party Release.

O. Voting.

21. As evidenced by the Voting Affidavit and Voting Report, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Disclosure Statement, the Disclosure Statement Order, and any applicable non-bankruptcy law, rule, or regulation. As evidenced by the Voting Affidavit and Voting Report, Classes 3 and 6 have voted to accept the Plan in accordance with the requirements of sections 1126 and 1129 of the Bankruptcy Code.

P. Plan Supplement.

22. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents is good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable rules, laws, and requirements, and no other or further notice is required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the

terms of the Plan, the Debtors may alter, amend, update, or modify the Plan Supplement before the Effective Date. Holders of Claims and Interests were provided, due, adequate, and sufficient notice of the Plan Supplement.

Q. Bankruptcy Rule 3016.

23. The Plan and any modifications thereto are dated and identify the Entities submitting them, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately Filed the Disclosure Statement and Plan with the Court, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions in the Disclosure Statement and Plan describe, in bold font and with specific and conspicuous language, all acts to be enjoined by such injunction and identify the Entities that will be subject to such injunction, thereby satisfying Bankruptcy Rule 3016(c).

R. Burden of Proof.

24. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation. In addition, and to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard. Each witness who testified or submitted a declaration on behalf of the Debtors or any other party, in support of the Disclosure Statement, Plan, and Confirmation in connection with the Combined Hearing was credible, reliable, and qualified to testify as to the topics addressed in their testimony.

S. Compliance with Bankruptcy Code Requirements – 11 U.S.C. § 1129(a)(1).

25. The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code.

i. Proper Classification – 11 U.S.C. §§ 1122 and 1123.

26. The classification of Claims under the Plan is proper and satisfies the requirements of sections 1122(a) and 1123(a)(1) of the Bankruptcy Code. **Article III** of the Plan provides for the separate classification of Claims and Interests into nine (9) Classes other than Administrative Claims, Professional Fee Claims, Priority Tax Claims, and Claims for Restructuring Expenses, which need not be classified. Valid business, factual, and legal reasons exist for the separate classification of such Classes of Claims and Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, Holders of Claims or Interests. Each Class of Claims and Class of Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.

ii. Specified Unimpaired Classes – 11 U.S.C. § 1123(a)(2).

27. The Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code. **Article III** of the Plan specifies that Claims, as applicable, in the following Classes are Unimpaired under the Plan within the meaning of section 1124 of the Bankruptcy Code:

Class	Claims
1	Other Secured Claims
2	Other Priority Claims
4	Deferred Compensation Plan Claims
5	Convenience Claims
9	Zachry Interests

Additionally, **Article II** of the Plan specifies that Allowed Administrative Claims, Professional Fee Claims, Priority Tax Claims, and Claims for Restructuring Expenses will be paid in full in accordance with the terms of the Plan, although these Claims are not classified under the Plan.

iii. Specified Treatment of Impaired Classes – 11 U.S.C. § 1123(a)(3).

28. The Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code. **Article III** of the Plan specifies that Claims in the following Classes (the “**Impaired Classes**”)

are Impaired under the Plan within the meaning of section 1124 of the Bankruptcy Code, and describes the treatment of such Classes:

Class	Claims
3	Prepetition Credit Facility Claims
6	General Unsecured Claims

iv. No Discrimination – 11 U.S.C. § 1123(a)(4).

29. The Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code. The Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class unless the Holder of a particular Claim or Interest has agreed to less favorable treatment on account of such Claim or Interest.

v. Adequate Means for Plan Implementation – 11 U.S.C. § 1123(a)(5).

30. The Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code. The provisions in **Article IV** and elsewhere in the Plan, and in the exhibits and attachments to the Plan (including the Plan Supplement) and the Disclosure Statement, provide, in detail, adequate and proper means for the Plan's implementation, including: (a) the general settlement of Claims and Interests; (b) the GPX Settlement, previously approved by this Court and subject to the Plan and the GPX Settlement Documents; (c) authorization for the Debtors and/or Reorganized Debtors to take all actions necessary to effectuate the Plan, including those actions necessary or appropriate to effectuate the Restructuring Transactions, and any restructuring transaction steps set forth in the Plan Supplement, as the same may be modified or amended from time to time prior to the Effective Date; (d) the entry into, delivery of, and implementation of the A&R Credit Facility Documents and other transaction documents contemplated by the Plan; (e) the issuance of the Sunbelt Promissory Note; (f) the entry into, delivery of, and implementation of the GUC Note Documents and issuance of the GUC Promissory Notes; (g) the entry into, delivery of, and implementation of

the Exit Intercreditor Agreement; (h) the delivery and implementation of the Parent Capital Contribution; (i) the funding and sources of consideration for the Plan distributions, including the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the Parent Capital Contribution, and Cash on hand; (j) the preservation of the Debtors' corporate existence following the Effective Date (except as otherwise provided in the Plan); (k) the vesting of the Estates' assets in the respective Reorganized Debtors; (l) the cancellation of certain existing agreements as provided in the Plan and this Order; (m) the authorization and approval of corporate actions under the Plan; (n) the adoption and re-affirmation of the Organizational Documents; (o) the effectuation and implementation of other documents and agreements contemplated by, or necessary to effectuate, the transactions contemplated by the Plan; (p) the assumption of certain Employee Obligations and Indemnification Obligations; (q) the preservation of Claims and Causes of Action not released pursuant to the Plan, including as set forth in the Schedule of Retained Causes of Action; and (r) the closing of the Chapter 11 Cases as provided in the Plan.

31. The precise terms governing the execution of these transactions are set forth in greater detail in the Plan or form of agreements or other documents included in the Plan Supplement or other documents related to the Plan, including the A&R Credit Facility Term Sheet, the GUC Note Term Sheet, and the Sunbelt Term Sheet.

vi. Voting Power of Equity Securities – 11 U.S.C. § 1123(a)(6).

32. The Plan is consistent with the requirements of section 1123(a)(6) of the Bankruptcy Code. To the extent required to comply with section 1123(a)(6) of the Bankruptcy Code, the Reorganized Debtors are prohibited from issuing nonvoting equity securities, notwithstanding anything to the contrary in the Plan or Plan Supplement.

vii. Directors and Officers – 11 U.S.C. § 1123(a)(7).

33. The Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code. **Article IV.K** of the Plan provides that the directors and officers of each Reorganized Debtor shall consist of the current directors and officers of each respective Debtor.

viii. Impairment / Unimpairment of Classes – 11 U.S.C. § 1123(b)(1).

34. The Plan is consistent with section 1123(b)(1) of the Bankruptcy Code. **Article III** of the Plan impairs or leaves Unimpaired each Class of Claims and Interests.

ix. Assumption – 11 U.S.C. § 1123(b)(2).

35. The Plan is consistent with section 1123(b)(2) of the Bankruptcy Code. **Article V** of the Plan provides for the assumption of all of the Debtors' Executory Contracts and Unexpired Leases, other than the Rejected Contracts and/or Unexpired Leases identified on the Rejection List and as otherwise provided in **Article V.A** of the Plan, and the payment of Cure Claims, if any, related thereto, not previously assumed, assumed and assigned, or rejected during these Chapter 11 Cases under section 365 of the Bankruptcy Code. The assumption of Executory Contracts and Unexpired Leases may include the assignment of certain of such contracts to Affiliates.

36. The Debtors' determinations regarding the assumption, assumption and assignment, or rejection of Executory Contracts and Unexpired Leases are based on, and within, the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, their Estates, Holders of Claims and Interests, and other parties-in-interest in the Chapter 11 Cases. Entry of this Order by the Court shall constitute approval of such assumptions, assumption and assignments, and/or rejections, as applicable, including the assumption of the Executory Contracts or Unexpired Leases as provided in the

Assumption List and Rejection List included in the Plan Supplement pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

x. Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action – 11 U.S.C. § 1123(b)(3).

37. **General Compromise and Settlement of Claims and Interests.** In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided pursuant to the Plan, the provisions of the Plan constitute a good-faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan, including all General Unsecured Claims and GPX Claims and any challenge to the amount, validity, perfection, enforceability, priority, or extent of the Prepetition Credit Facility Claims, whether under any provision of chapter 5 of the Bankruptcy Code, based on any equitable theory, or otherwise. Entry of this Order shall constitute the entry of an order approving the settlement of all such Claims, Interests, and controversies under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019. The compromise and settlement of such Claims and Interests embodied in the Plan and Reinstatement and Unimpairment of other Classes identified in the Plan are in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests, and are fair, equitable, and reasonable.

38. **GPX Settlement.** The terms of the GPX Settlement, as set forth in the GPX Settlement Documents, are incorporated into, and are an integral part of, the Plan. As set forth in **Article IV.B** of the Plan, the GPX Interim Settlement Order, and the GPX Final Settlement Order, the GPX Settlement is a good-faith compromise and settlement of all disputes, controversies, claims, and causes of action among the GPX Settlement Parties arising out of or otherwise related to the GPX Project and the matters described in the GPX Settlement Term Sheet; the GPX Settlement is the product of extensive arm's-length, good faith negotiations and represents a fair

and reasonable compromise among the GPX Settlement Parties; the GPX Settlement is reasonable, fair, equitable, appropriate, and in the best interests of each of the Debtors, their estates, and all vendors and subcontractors asserting Claims related to the GPX Project; and the Debtors' reasonably exercised their business judgment when determining to enter into the GPX Settlement.

39. The GPX Excess Claims Stipulation sets forth an agreement by the Debtors and Golden Pass on the amount of Excess Claims (as defined in the GPX Excess Claims Stipulation) and related matters. Each term of the GPX Excess Claims Stipulation is incorporated into, and is an integral part of, the Plan and this Order. In addition, for the avoidance of doubt, each of the stipulated facts among the Debtors and Golden Pass set forth in the GPX Excess Claims Stipulation, as well as Schedules 1 through 4 of the GPX Excess Claims Stipulation, are incorporated by reference into this Order as if set forth fully herein.

40. The Debtors and Golden Pass engaged in good faith and diligent analysis, over several months following this Court's interim and final approval of the GPX Settlement, to identify all GPX Claims, reconcile such GPX Claims, and determine the total amount of potential Excess Claims, in each case in compliance with, and furtherance of, the terms of the GPX Settlement. The Debtors and Golden Pass, among other things, reviewed the Proofs of Claim timely filed in these Chapter 11 Cases to identify asserted GPX Claims; sent letters to GPX Project vendors and subcontractors instructing them to submit all invoices for ZII's share of Pool A and Pool B obligations accruing through July 25, 2024, by September 16, 2024; reviewed all asserted Pool A and Pool B obligations submitted by such vendors; shared their analyses of the potential GPX Claims pool and direct cap payments calculation with each other; engaged in regular communications regarding accounting, reconciliation, and payment issues arising in connection with the GPX Settlement, and provided notice of the Excess Claim Stipulation and the Schedules

thereto to all known parties-in-interest. Based upon the Bar Date and the outreach by the Debtors and Golden Pass to vendors potentially asserting Pool A and Pool B obligations, all vendors and subcontractors in respect of the GPX Project have had a reasonable opportunity to identify and assert GPX Claims payable under the GPX Settlement. The schedules to the GPX Excess Claims Stipulation disclose all GPX Claims paid to date by Golden Pass, all GPX Claims to be paid by Golden Pass, and the universe of potentially valid GPX Claims, in each case identified during the Debtors' and Golden Pass's good faith reconciliation of GPX Claims that resulted in their determination of Excess Claims. The determination of Excess Claims set forth in the GPX Excess Claims Stipulation is reasonable under the circumstances and based on the good faith reconciliation and review of all potential GPX Claims conducted by the Debtors and Golden Pass.

41. The GPX Excess Claims Stipulation is a good-faith compromise and settlement of all disputes, controversies, claims, and causes of action among the Debtors and Golden Pass arising out of or otherwise related to the reconciliation and determination of Excess Claims under the GPX Settlement. The GPX Excess Claims Stipulation is the product of extensive arm's-length, good faith negotiations and represents a fair and reasonable compromise among the Debtors and Golden Pass. The GPX Excess Claims Stipulation is reasonable, fair, equitable, appropriate, and in the best interests of each of the Debtors, their estates, and all vendors and subcontractors asserting Claims related to the GPX Project. Entry into the GPX Excess Claims Stipulation reflects a sound exercise of the Debtors' business judgment.

42. **Debtor Release.** **Article VIII.C** of the Plan describes certain releases granted by the Debtors (the "**Debtor Release**"). The Debtors have satisfied the business judgment standard under Bankruptcy Rule 9019 with respect to the propriety of the Debtor Release. The Debtor Release is a necessary and integral element of the Plan, and is fair, reasonable, and in the best

interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; (f) narrowly tailored to the circumstances of the Chapter 11 Cases; and (g) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release. The Debtor Release for the Debtor Related Parties is appropriate because the Debtor Related Parties share an identity of interest with the Debtors, supported the Plan and these Chapter 11 Cases, actively participated in meetings, negotiations, and implementation during these Chapter 11 Cases, and have provided other valuable consideration to the Debtors to facilitate the Debtors' reorganization.

43. The Debtor Release appropriately offers protection to parties that constructively participated in the Debtors' chapter 11 efforts. Such protections from liability facilitated the participation of the Debtors' stakeholders in the negotiations and compromises that led to the Plan. In addition, the Debtors are not aware of any (a) significant potential claims that are being released; or (b) pending litigation that would be discontinued as a result of the Debtor Release. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. In light of, among other things, the critical nature of the Debtor Release to the Plan, the Debtor Release is appropriate.

44. For the avoidance of doubt, and notwithstanding anything to the contrary herein or in the Plan, no Claim or Cause of Action referenced on the Schedule of Retained Causes of Action shall be released by the Debtors or a Debtor Related Party pursuant to the Debtor Release.

45. **Third-Party Release. Article VIII.D** of the Plan describes certain releases granted by the Releasing Parties (the “**Third-Party Release**”). The Third-Party Release provides finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties’ respective obligations under the Plan and with respect to the Reorganized Debtors. The Combined Hearing Notice sent to Holders of Claims and Interests, the Non-Voting Status Notice sent to all Holders of Claims and Interest not entitled to vote on the Plan, the Ballots sent to all Holders of Claims entitled to vote on the Plan, the Publication Notice published in: (a) *The New York Times* (National Edition) on January 28, 2025, (b) *USA Today* (National Edition) on January 29, 2025, (c) *Beaumont Enterprise*, on January 29, 2025, and (d) *Port Arthur News*, on February 1, 2025, in each case, unambiguously stated that the Plan contains the Third-Party Release. Such release is a necessary and integral element of the Plan, and is fair, equitable, reasonable, and in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests. Also, the Third-Party Release is: (a) consensual; (b) essential to the formulation, Confirmation, and implementation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the payment in full of all General Unsecured Claims pursuant to the terms of the Plan; (d) a good-faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) narrowly tailored to the circumstances of the Chapter 11 Cases; and (i) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release. As set forth on the record

at the Combined Hearing and in Article I.A.128.n of the Plan, each Related Party of a Releasing Party shall be a Releasing Party solely to the extent an applicable principal Releasing Party is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law.

46. The Third-Party Release is consensual as to all relevant parties, including all Releasing Parties, and such parties were provided notice of the Chapter 11 Cases, the Plan, and the deadline to object to Confirmation of the Plan, received the Combined Hearing Notice, a Ballot, and/or the Non-Voting Status Notice, and were properly informed that any Holder of a Claim against or Interest in the Debtors that did not check the “Opt Out” box on the applicable Ballot or Opt Out Form, returned in advance of the Voting Deadline, would be deemed to have expressly, unconditionally, generally, individually, and collectively consented to the release and discharge of all claims and Causes of Action against the Debtors and the Released Parties. Additionally, the release provisions of the Plan were conspicuous, emphasized with boldface type in the Plan, the Disclosure Statement, the Ballots, the Non-Voting Status Notice, the Combined Hearing Notice, and the Opt-Out Form.

37. The Third-Party Release provides finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties’ respective obligations under the Plan and with respect to the Reorganized Debtors. The scope of the Third-Party Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases, is consistent with applicable law, including *Harrington v. Purdue Pharma L. P.*, 144 S. Ct. 2071 (2024), and is approved. **For the avoidance of doubt, and notwithstanding anything to the contrary, any party who timely opted-out of the Third-Party Release in connection with the solicitation permitted under this Court’s Order [Docket No. 1392] or the Disclosure Statement Order [Docket No. 1191] is not**

bound by the Third-Party Release and also is not a Released Party under the Plan and this Order.

47. **Exculpation.** The exculpation, described in **Article VIII.E** of the Plan (the “**Exculpation**”), is appropriate under applicable law, including *In re Highland Capital Mgmt., L.P.*, 48 F. 4th 419 (5th Cir. 2022), because it was proposed in good faith, was formulated following extensive good-faith, arm’s-length negotiations with key constituents, and is appropriately limited in scope. Without limiting anything in the Exculpation, each Exculpated Party has participated in these Chapter 11 Cases in good faith and is appropriately released and exculpated from any obligation, Cause of Action, or liability for any prepetition or postpetition act taken or omitted to be taken in connection with, relating to, or arising out of the Debtors’ restructuring efforts, these Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement or the Plan or any contract, instrument, release, or other agreement or document created or entered into, in connection with, or pursuant to the Disclosure Statement or the Plan, including the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, the filing of these Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property under the Plan. The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions

made pursuant to the Plan. Notwithstanding the foregoing, the Exculpation shall not release any obligation or liability of any Entity for any post-Effective Date obligation under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. The Exculpation, including its carveout for actual fraud, willful misconduct, and gross negligence, is consistent with applicable law in this jurisdiction.

48. The Exculpated Parties shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code.

49. **Injunction.** The injunction provision set forth in **Article VIII.F** of the Plan is necessary to implement, preserve, and enforce the Debtors' discharge, the Debtor Release, the Third-Party Release, the Exculpation, and the GPX Settlement, and is narrowly tailored to achieve this purpose.

50. Notwithstanding anything to the contrary in this Order, no Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Released Parties, or the Exculpated Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to **Articles VIII.C, VIII.D, VIII.E, or VIII.F** of the Plan, without the Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable.

51. **Preservation of Causes of Action.** The provisions set forth in **Article IV.N** of the Plan regarding the preservation of Causes of Action in the Plan are appropriate and are in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. Each Reorganized Debtor, as applicable, shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights, as applicable, to commence, prosecute, or settle such retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date.

52. **Lien Release.** The release and discharge of mortgages, deeds of trust, Liens, pledges, bond claims, or other security interests against any property of the Estates described in **Article VIII.B** of the Plan (the "**Lien Release**") is essential to the Plan and necessary to implement the Plan. The provisions of the Lien Release are appropriate, fair, equitable, and reasonable and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

xi. Additional Plan Provisions – 11 U.S.C. § 1123(b)(6).

53. The other discretionary provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b)(6) of the Bankruptcy Code.

T. Cure of Defaults – 11 U.S.C. § 1123(d).

54. **Article V.C** of the Plan provides for the satisfaction of Cure Claims associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. The Debtors or the Reorganized Debtors, as applicable, shall pay the Cure Claims, if any, on the Effective Date, or as soon as reasonably practicable thereafter, in the ordinary course of the Debtors' business if not yet due on the Effective Date, or on such other

terms as the parties to any Executory Contract or Unexpired Lease may agree. If there is any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” within the meaning of section 365 of the Bankruptcy Code, or any objection to the assumption of any Executory Contract or Unexpired List assumed pursuant to the Plan, then payment of the applicable Cure amount shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory or Unexpired Lease. As such, the Plan provides that the Debtors will cure, or provide adequate assurance that the Debtors will promptly cure, defaults with respect to assumed Executory Contracts and Unexpired Leases in accordance with section 365(b)(1) of the Bankruptcy Code.

U. Debtor Compliance with the Bankruptcy Code – 11 U.S.C. § 1129(a)(2).

55. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code and, thus, have satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, 1128, and 1129, and Bankruptcy Rules 2022, 3017, 3018, and 3019. The Debtors and their agents transmitted the Solicitation Materials and related documents and solicited and tabulated votes with respect to the Plan fairly, in good faith, and in compliance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures, including, but not limited to, sections 1125 and 1126(b) of the Bankruptcy Code.

V. Plan Proposed in Good Faith – 11 U.S.C. § 1129(a)(3).

56. The Debtors have proposed the Plan (including the Plan Supplement and all other documents necessary or appropriate to effectuate the Plan) in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. In determining

that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan, the process leading to Confirmation (including the overwhelming support of Holders of Claims for the Plan), and the transactions to be implemented pursuant thereto. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Plan, the Disclosure Statement, the hearing to conditionally approve the Disclosure Statement, and the record of the Combined Hearing and other proceedings held in the Chapter 11 Cases. These Chapter 11 Cases were Filed, and the Plan was proposed, with the legitimate and honest purpose of maximizing the value of the Estates and allowing the Debtors to implement the Restructuring Transactions, reorganize, and emerge from bankruptcy to allow them to conduct their businesses and satisfy their obligations with sufficient liquidity and capital resources. Further, the Plan's classification, settlement, discharge, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's-length, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and each is integral to the Plan, supported by valuable consideration, and necessary to the Debtors' successful reorganization. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

W. Payment for Services or Costs and Expenses – 11 U.S.C. § 1129(a)(4).

57. The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, satisfy the objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code.

X. Directors, Officers, and Insiders – 11 U.S.C. § 1129(a)(5).

58. Article IV.K of the Plan sets forth that the directors and officer of each Reorganized Debtor shall consist of the current directors and officers of each respective Debtor.

Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

Y. No Rate Changes – 11 U.S.C. § 1129(a)(6).

59. Section 1129(a)(6) of the Bankruptcy Code is not applicable to these Chapter 11 Cases. Further, as the Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission, section 1129(a)(6) of the Bankruptcy Code is satisfied.

Z. Best Interest of Creditors – 11 U.S.C. § 1129(a)(7).

60. The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The Meghji Declaration, the liquidation analysis attached as Exhibit C to the Disclosure Statement, and the other evidence related thereto in support of the Plan that was proffered prior to, or in connection with the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that Holders of Allowed Claims in each Class will recover at least as much under the Plan on account of such Claim, as of the Effective Date, as such Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. As a result, the Debtors have demonstrated that the Plan is in the best interests of their creditors, and the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

AA. Acceptance by Certain Classes – 11 U.S.C. § 1129(a)(8).

61. Classes 1, 2, 4, 5, and 9 constitute the Unimpaired Classes, each of which is conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. As evidenced by the Voting Affidavit and Voting Report, Classes 3 and 6 have voted to accept the Plan. Holders of Claims and Interests in Classes 7 and 8 are Unimpaired and conclusively presumed to have accepted the Plan (to the extent Reinstated or converted to equity,

as applicable) or are Impaired and deemed to reject the Plan (to the extent set off, settled, addressed, distributed, contributed, merged, cancelled, or released), and, in either event, are not entitled to vote to accept or reject the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

BB. Treatment of Claims Entitled to Priority Under Section 507(a) of the Bankruptcy Code – 11 U.S.C. § 1129(a)(9).

62. The treatment of Administrative Claims, Professional Fee Claims, Priority Tax Claims, and Claims for Restructuring Expenses under Article II of the Plan, and of Other Priority Claims under Article III of the Plan, satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

CC. Acceptance by At Least One Impaired Class – 11 U.S.C. § 1129(a)(10).

63. The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced by the Voting Affidavit and Voting Report, Classes 3 and 6, which are Impaired, voted to accept the Plan by the requisite number and amount of Claims, determined without including any acceptance of the Plan by any insider (as such term is defined in section 101(31) of the Bankruptcy Code), as specified under the Bankruptcy Code. Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

DD. Feasibility – 11 U.S.C. § 1129(a)(11).

64. The Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code. The Meghji Declaration, the financial projections attached as Exhibit B to the Disclosure Statement, and the other evidence supporting Confirmation of the Plan proffered or adduced by the Debtors at, prior to, or in connection with the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions;

(c) have not been rebutted by other evidence; (d) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors or their successors under the Plan, except as may be provided in the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan, including on account of any contingent, unliquidated, and other Disputed Claims that ultimately become Allowed after the Effective Date. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

EE. Payment of Fees – 11 U.S.C. § 1129(a)(12).

65. Article XII.D of the Plan provides for the payment of all fees payable by the Debtors under 28 U.S.C. § 1930(a). Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

FF. Continuation of Employee Benefits – 11 U.S.C. § 1129(a)(13).

66. The Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code. Article IV.L of the Plan provides that, as of the Effective Date, all obligations related to the Deferred Compensation Plan are assumed and all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

GG. Non-Applicability of Certain Sections – 11 U.S.C. § 1129(a)(14), (15), and (16).

67. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to these Chapter 11 Cases. The Debtors owe no domestic support obligations, are not individuals, and are not non-profit corporations.

HH. “Cram Down” Requirements – 11 U.S.C. § 1129(b).

68. The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that Classes 7 and 8 are deemed to reject the Plan (to the extent set off,

settled, addressed, distributed, contributed, merged, cancelled, or released), the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. *First*, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met. *Second*, the Plan does not discriminate unfairly with respect to Classes 7 and 8 because all similarly situated creditors and interest holders will receive substantially similar treatment on account of their Claims and Interests irrespective of Class. *Third*, the Plan has been proposed in good faith, is reasonable, no Holder of a Claim or Interest in a Class senior to each such Class is receiving more than 100% on account of its Claim or Interest, and the treatment provided to Classes 7 and 8 has no economic substance and is intended to allow the Debtors to modify their intercompany structure and liabilities in order to implement the Restructuring Transactions under the Plan. *Fourth*, no Holders of an Intercompany Claim or Intercompany Interest has objected to the reinstatement of Zachry Interests under the Plan. Accordingly, the Plan is fair and equitable to all Holders of Claims and Interests in Classes 7 and 8. Therefore, the Plan satisfies section 1129(b) of the Bankruptcy Code and can be confirmed.

II. Only One Plan – 11 U.S.C. § 1129(c).

69. The Plan (including previous versions thereof) is the only chapter 11 plan filed in each of these Chapter 11 Cases and, accordingly, satisfies section 1129(c) of the Bankruptcy Code.

JJ. Principal Purpose of the Plan – 11 U.S.C. § 1129(d).

70. As evidenced by its terms, the principal purpose of the Plan is to reorganize the Debtors, and not to avoid such obligations. Further, no Governmental Unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

KK. Not Small Business Cases – 11 U.S.C. § 1129(e).

71. None of these Chapter 11 Cases is a “small business case,” as that term is defined in the Bankruptcy Code, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to the Chapter 11 Cases.

LL. Good Faith Solicitation – 11 U.S.C. § 1125(e).

72. The Debtors and each of the Released Parties and Exculpated Parties have acted fairly, in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code, and in a manner consistent with the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations in connection with all of their respective activities relating to support and Consummation of the Plan, including the negotiation, execution, and delivery of the A&R Credit Facility Documents, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Exit Intercreditor Agreement, and the Parent Capital Contribution, the solicitation and tabulation of votes on the Plan, and the activities described in section 1125 of the Bankruptcy Code, as applicable, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code, and solicitation of acceptances of the Plan, as applicable, are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

73. The Debtors and their Related Parties have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(g), with regard to the distribution of recoveries under the Plan and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan and this Order.

MM. Satisfaction of Confirmation Requirements.

74. Based on the foregoing, the Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

NN. Likelihood of Satisfaction of Conditions Precedent to the Effective Date.

75. Each of the conditions precedent to the Effective Date, as set forth in Article IX.A of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with Article IX.B of the Plan.

OO. Implementation.

76. All documents and agreements necessary to implement the Plan, including the Plan Supplement, and all other relevant and necessary or desirable documents have been negotiated in good faith and at arm's-length and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements, not avoidable and not in conflict with any federal, state, or foreign law. Consummation of the transactions contemplated by each such document or agreement is in the best interest of the Debtors, their Estates, and Holders of Claims. The Debtors have exercised reasonable business judgment in determining which documents and agreements to enter into and have provided sufficient and adequate notice of such documents and agreements.

PP. Disclosure of Facts.

77. The Debtors have disclosed all material facts regarding the Plan, including with respect to the Restructuring Transactions, and the fact that each Reorganized Debtor will emerge from its Chapter 11 Case as a validly existing corporation, limited liability company, partnership, or other form, as applicable, with separate assets, liabilities, and obligations.

QQ. Good Faith.

78. The Debtors, the Committee, the Released Parties, and the Exculpated Parties have been, are, and will continue to be acting in good faith within the meaning of section 1125(e) of the

Bankruptcy Code if they proceed to: (a) consummate the Plan, the Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Exit Intercreditor Agreement, the Parent Capital Contribution, and the agreements, settlements, transactions, transfers, and other actions contemplated thereby, regardless of whether such agreements, settlements, transactions, transfers, and other actions are expressly authorized by this Order; and (b) take any actions authorized and directed or contemplated by this Order.

RR. A&R Credit Facility.

79. The terms and conditions of the A&R Credit Facility and the Debtors' entry into the A&R Credit Facility Documents, including all actions, undertakings, and transactions contemplated thereby, and payment of all fees, indemnities, and expenses provided for thereunder, are essential elements of the Plan, necessary for Confirmation and Consummation of the Plan, critical to the overall success and feasibility of the Plan, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the A&R Credit Facility and have provided adequate notice thereof. The A&R Credit Facility was negotiated in good faith and at arm's-length among the Debtors, the A&R Credit Facility Agent, the A&R Credit Facility Lenders, and any credit extended and loans made to the Reorganized Debtors by the A&R Credit Facility Lenders and any fees and expenses paid thereunder are deemed to have been extended, issued, and made in good faith and for legitimate business purposes. The execution, delivery, and performance by the Debtors or the Reorganized Debtors, as applicable, of any of the A&R Credit Facility Documents, and any agreements related thereto and compliance by the Debtors or the Reorganized Debtors, as applicable, with the terms thereof, is authorized by, and will not conflict with, the terms of the Plan or this Order.

SS. Sunbelt Promissory Note.

80. The terms and conditions of the Sunbelt Promissory Note and the Debtors' entry into the Sunbelt Promissory Note, including all actions, undertakings, and transactions contemplated thereby, are essential elements of the Plan, necessary for Confirmation and Consummation of the Plan, critical to the overall success and feasibility of the Plan, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the Sunbelt Promissory Note and have provided adequate notice thereof. The Sunbelt Promissory Note was negotiated in good faith and at arm's-length among the Debtors and Sunbelt, and the Sunbelt Promissory Note is deemed to have been extended, issued, and made in good faith and for legitimate business purposes. The execution, delivery, and performance by the Debtors or the Reorganized Debtors, as applicable, of the Sunbelt Promissory Note, and any agreements related thereto and compliance by the Debtors or the Reorganized Debtors, as applicable, with the terms thereof, is authorized by, and will not conflict with, the terms of the Plan or this Order.

TT. GUC Promissory Notes.

81. The terms and conditions of the GUC Promissory Notes and the Debtors' entry into the GUC Note Documents, including all actions, undertakings, and transactions contemplated thereby, and payment of all fees, indemnities, and expenses provided for thereunder, are essential elements of the Plan, necessary for Confirmation and Consummation of the Plan, critical to the overall success and feasibility of the Plan, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the GUC Note Documents and have provided adequate notice thereof. The GUC Note Documents were negotiated in good faith and at arm's-length among the Debtors and the Committee, and the GUC Promissory Notes and any fees and expenses paid thereunder

are deemed to have been extended, issued, and made in good faith and for legitimate business purposes. The execution, delivery, and performance by the Debtors or the Reorganized Debtors, as applicable, of any of the GUC Note Documents, and any agreements related thereto and compliance by the Debtors or the Reorganized Debtors, as applicable, with the terms thereof, is authorized by, and will not conflict with, the terms of the Plan or this Order.

UU. Exit Intercreditor Agreement

82. The terms and conditions of the Exit Intercreditor Agreement (which shall be consistent in all material respects with the terms set forth in the term sheet attached hereto as **Exhibit B**, the “**Exit ICA Term Sheet**”), and the Debtors’ entry into the Exit Intercreditor Agreement, including all actions, undertakings, and transactions contemplated thereby, are essential elements of the Plan, necessary for Confirmation and Consummation of the Plan, critical to the overall success and feasibility of the Plan, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the Exit Intercreditor Agreement and have provided adequate notice thereof. The Exit ICA Term Sheet setting forth the material terms of the Exit Intercreditor Agreement was negotiated in good faith and at arm’s-length among the Debtor, the Committee, the A&R Credit Facility Agent, and Sunbelt, and the Exit Intercreditor Agreement is deemed to have been extended, issued, and made in good faith and for legitimate business purposes. The execution, delivery, and performance by the Debtors or the Reorganized Debtors, as applicable, of the Exit Intercreditor Agreement, and any agreements related thereto and compliance by the Debtors or the Reorganized Debtors, as applicable, with the terms thereof, is authorized by, and will not conflict with, the terms of the Plan or this Order.

Order

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

83. **Findings of Fact and Conclusions of Law.** The above findings of fact and conclusions of law, as well as any additional findings of fact and conclusions of law announced by the Court at the Combined Hearing, are hereby incorporated in this Order.

84. **Approval of the Disclosure Statement.** The Disclosure Statement is approved in all respects on a final basis pursuant to section 1125 of the Bankruptcy Code.

85. **Confirmation of the Plan.** The Plan, including (a) all modifications to the Plan Filed with the Court prior to or during the Combined Hearing and (b) all documents incorporated into the Plan through the Plan Supplement is approved in its entirety and **CONFIRMED** under section 1129 of the Bankruptcy Code. All terms of the Plan and the Plan Supplement are incorporated herein by reference and are an integral part of this Order. The failure to specifically include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, or any related document in this Order does not diminish or impair the effectiveness or enforceability of such article, section, or provision.

86. This Order approves the Plan Supplement, including the documents contained therein, as they may be amended through and including the Effective Date in accordance with and as permitted by the Plan. The terms of the Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference and are an integral part of this Order; *provided* that if there is any direct conflict between the terms of the Plan (including the Plan Supplement) and the terms of this Order, the terms of this Order shall control solely to the extent of such conflict.

87. **Objections Overruled.** All parties have had a full and fair opportunity to be heard on all issues raised by the objections to final approval of the Disclosure Statement and

Confirmation of the Plan, and the objections have been fully and fairly litigated or resolved, including by agreed-upon provisions as set forth in this Order. All objections, responses, statements, reservations of rights, and comments in opposition, if any, to final approval of the Disclosure Statement or Confirmation of the Plan that have not been withdrawn, waived, settled, or resolved prior to the Combined Hearing or otherwise resolved on the record of the Combined Hearing or in this Order are hereby **OVERRULED** and **DENIED** on the merits, with prejudice. All objections to entry of this Order or to the relief granted herein that were not timely filed and served prior to the Objection Deadline are deemed waived and forever barred. All withdrawn objections are deemed withdrawn with prejudice.

88. **Headings.** Headings utilized herein are for convenience and reference only and do not constitute a part of the Plan or this Order for any other purpose.

89. **Plan Modifications.** The Plan includes certain modifications made after the Debtors solicited approval from Holders of Claims entitled to vote (the “**Plan Modifications**”). The Plan Modifications do not materially adversely affect the treatment of any Claim or Interest under the Plan. After giving effect to the Plan Modifications, the Plan continues to satisfy the requirements of sections 1122 and 1123 of the Bankruptcy Code. The Debtors provided due and sufficient notice of the Plan Modifications under the circumstances. Accordingly, pursuant to section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

90. **Deemed Acceptance of Plan.** In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, Holders of Claims who voted to accept the Plan or who are

conclusively presumed to accept the Plan are deemed to have accepted the Plan. No Holder of a Claim shall be permitted to change its vote as a consequence of the Plan Modifications.

91. **No Action Required.** Under the provisions of the Delaware General Corporation Law, including section 303 thereof, and the comparable provisions of the Delaware Limited Liability Company Act, the Texas Business Organizations Code (including section 101.866 thereof), section 1142(b) of the Bankruptcy Code, and any other comparable provisions under applicable law, no action of the respective directors, equity holders, managers, or members of the Debtors is required to authorize the Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan, the Restructuring Transactions, and any contract, assignment, certificate, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan.

92. **Binding Effect.** Pursuant to **Article XII.A** of the Plan, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement, and this Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests voted or are deemed to have accepted the Plan, voted or are deemed to have rejected the Plan, or failed to vote to accept or reject the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors or the Reorganized Debtors, as applicable. All Claims and Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan and this Order, regardless of whether any such Holder of a Claim or Interest has voted on the Plan. Pursuant to section

1142(a) of the Bankruptcy Code, the Plan, the Plan Supplement, and this Order shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

93. **Incorporation by Reference.** The terms and provisions of the Plan, the Plan Supplement, all other relevant and necessary documents, and each of the foregoing's schedules and exhibits are, on and after the Effective Date, incorporated herein by reference and are an integral part of this Order.

94. **Vesting of Assets in the Reorganized Debtors.** Except as otherwise provided in the Plan, this Order, or any agreement, instrument, or other document incorporated herein, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan or this Order, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

95. **Cancellation of Existing Agreements and Interests.** On the Effective Date, except with respect to the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the Zachry Interests, the Prepetition Intercreditor Agreement, the Exit Intercreditor Agreement, the GPX Settlement Documents, the GPX L/C (subject to **Article IV.B** of the Plan), the GPX Parent Guarantee (subject to **Article IV.B** of the Plan), all Employee Obligations assumed pursuant to **Article IV.L** of the Plan, all Indemnification Obligations assumed pursuant to **Article IV.M** of the Plan, and all Executory Contracts and Unexpired Leases assumed pursuant to **Article V.A** of the Plan, or to the

extent otherwise provided in the Plan or this Order, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be cancelled and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect. Holders of, or parties to, such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights, distributions, and treatment provided for pursuant to the Plan.

96. Notwithstanding the preceding paragraph, any credit agreement or other instrument that governs the rights, claims, and remedies of the Holder of a Claim shall continue in full force and effect for the limited purposes of allowing Holders of Allowed Claims to receive distributions under the Plan and permitting the Reorganized Debtors and any other distribution agent, as applicable, to make distributions on account of the applicable Claims.

97. On the Effective Date, each holder of a certificate or instrument evidencing a Claim or Interest that is discharged by the Plan shall be deemed to have surrendered such certificate or instrument in accordance with the applicable indenture or agreement that governs the rights of such holder of such Claim or Interest. Such surrendered certificate or instrument shall be deemed cancelled as set forth in, and subject to the exceptions set forth in, **Article IV.I** of the Plan.

98. **Organizational Documents.** On the Effective Date, the Reorganized Debtors shall be deemed to adopt and re-affirm the Organizational Documents without any further action, notice, or approval. The Reorganized Debtors shall be authorized to adopt any agreements, documents, and instruments, and to take any other action contemplated under the Plan as necessary to consummate the Plan. To the extent any Organizational Document is modified in connection with

Consummation of the Plan, each Reorganized Debtor, as applicable, will file such Organizational Document with the applicable Secretary of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The Organizational Documents shall prohibit the issuance of non-voting Equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. After the Effective Date, each Reorganized Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents.

99. **Effectiveness of All Actions.** All actions contemplated by the Plan and the Plan Supplement are hereby effective and authorized to be taken on, prior to, or after the Effective Date, as applicable, under this Order, without further application to, or order of the Court, or further action by the respective officers, directors, managers, members, or equity holders of the Debtors or the Reorganized Debtors and with the effect that such actions had been taken by the unanimous action, consent, approval and vote of each of such officers, directors, managers, members, or equity holders.

100. **Restructuring Transactions.** The Restructuring Transactions set forth in the Plan are hereby approved and authorized in all respects. After the Confirmation Date, the Debtors or Reorganized Debtors, the GUC Note Administrative Agent, or the GUC Note Collateral Agent, as applicable, are authorized to consummate the Restructuring Transactions and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan. Any transfers of assets or equity interests effected, or any

obligations incurred through the Restructuring Transactions are hereby approved and shall not constitute fraudulent conveyances or fraudulent transfers or otherwise be subject to avoidance.

101. **Distributions.** The procedures governing distributions contained in **Article VI** of the Plan shall be, and hereby are, approved in their entirety.

102. **Contingent, Unliquidated, and Disputed Claims.** The procedures for resolving contingent, unliquidated, and disputed claims contained in **Article VII** of the Plan shall be, and hereby are, approved in their entirety. For the avoidance of doubt, no distributions shall be made on account of any Claim under the Plan, including any contingent, unliquidated, or other Disputed Claim, unless and until such Claim becomes Allowed in accordance with **Article VII** of the Plan.

103. **Claims Register.** Any Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, compromised, settled, or superseded may be adjusted or expunged on the Claims Register by the Debtors or the Reorganized Debtors without the Debtors or the Reorganized Debtors having to file an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest without any further notice to or action, order, or approval of the Court.

104. **A&R Credit Facility.** On the Effective Date, the Reorganized Debtors shall enter into the A&R Credit Facility, the terms of which will be set forth in the A&R Credit Facility Documents. Confirmation of the Plan pursuant to this Order shall be deemed final approval of each of the A&R Credit Facility, the A&R Credit Facility Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization for the Reorganized Debtors to enter into and execute the A&R Credit Facility Documents, and such other

documents as may be required to effectuate the A&R Credit Facility. Effectiveness of the A&R Credit Agreement shall be deemed to bind all Holders of Prepetition Credit Facility Claims and all A&R Credit Facility Lenders as if each such Holder or A&R Credit Facility Lender had executed the A&R Credit Facility Agreement with appropriate authorization.

105. **Sunbelt Promissory Note.** On the Effective Date, the Reorganized Debtors shall issue the Sunbelt Promissory Note. Confirmation of the Plan pursuant to this Order shall be deemed final approval of the Sunbelt Promissory Note, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization for the Reorganized Debtors to enter into and execute the Sunbelt Promissory Note, and such other documents as may be required to effectuate the Sunbelt Promissory Note.

106. **GUC Promissory Notes.** On the Effective Date, the Reorganized Debtors shall enter into the GUC Note Documents and issue the GUC Promissory Notes. The Reorganized Debtors shall issue additional GUC Promissory Notes from time to time after the Effective Date for the benefit of Holders of General Unsecured Claims in accordance with the Plan as and to the extent such Claims are Allowed. Confirmation of the Plan pursuant to this Order shall be deemed final approval of each of the GUC Promissory Notes, the GUC Note Purchase Agreement, the GUC Note Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization for the Reorganized Debtors to enter into and execute the GUC Note Documents, and such other documents as may be required to effectuate the GUC Promissory Notes.

107. **Collateral.** On the Effective Date, all of the Liens and security interests to be granted in accordance with the A&R Credit Facility Documents, Sunbelt Promissory Note, and GUC Note Documents shall: (a) be deemed to be granted; (b) be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the A&R Credit Facility Documents, the Sunbelt Promissory Note, the GUC Note Documents, and the Exit Intercreditor Agreement, as applicable; (c) be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the A&R Credit Facility Documents, the Sunbelt Promissory Note, the GUC Note Documents, and the Exit Intercreditor Agreement, as applicable; and (d) not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Order (it being understood that perfection shall occur automatically by virtue of the entry of the Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

108. **Zachry Interests.** On the Effective Date, Zachry Interests shall be Reinstated on the Effective Date, and the legal, equitable, and contractual rights to which Holders of Zachry Interests are entitled shall remain unaltered as provided in the Organizational Documents.

109. **Effectuating Documents; Further Transactions.** On and after the Effective Date, the Reorganized Debtors, and their respective officers and boards of directors and managers, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan the name of and on behalf of the Reorganized Debtors without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

110. **Non-Voting Equity Securities.** The Debtors are not issuing new equity securities, and all Interests are not impaired and are being Reinstated under the Plan, thereby satisfying section 1123(a)(6) of the Bankruptcy Code.

111. **Compromise of Controversies.** In consideration for the distributions and other benefits, including releases, provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims, Interests, and controversies resolved under the Plan, including with respect to General Unsecured Claims and GPX Claims as set forth in the Plan, and the entry of this Order constitutes approval of such compromises and settlements under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019.

112. **GPX Settlement.** This Court approved the GPX Settlement on a final basis in the GPX Final Settlement Order. The terms of the GPX Settlement, as approved by the GPX Final Settlement Order, are incorporated into, and are an integral part of, the Plan and this Order. The GPX Settlement Parties shall comply with the terms of the GPX Settlement Documents through and following the Effective Date, and the terms of the GPX Settlement and the GPX Settlement Documents remain binding on the GPX Settlement Parties and, as applicable, the A&R Credit Facility Agent and A&R Credit Facility Lenders.

113. **GPX Excess Claims Stipulation.** The terms of the GPX Excess Claims Stipulation are fair, equitable, within the range of reasonableness, and in the best interests of the Debtors, their Estates, and all vendors and subcontractors asserting Claims related to the GPX Project. Entry of this Order shall constitute the entry of an order approving the GPX Excess Claims Stipulation, and each term and agreement set forth therein in their entirety, under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019. The GPX Excess Claims Stipulation, including each paragraph therein, is incorporated by reference into this paragraph and Order as if set forth fully herein, and is an integral part of the Plan and this Order.

114. For the avoidance of doubt, and as set forth in the GPX Excess Claims Stipulation, (i) the Debtors and Golden Pass shall not seek recovery from each other on account of any potential claims related to the GPX Project other than as set forth in the GPX Excess Claims Stipulation; (ii) the Debtors have no payment obligations, liability, or any other responsibility with respect to any GPX Claims identified on Schedule 1 to the GPX Excess Claims Stipulation or any Payable GPX Claims (as defined in the GPX Excess Claims Stipulation) identified on Schedule 2, Schedule 3, or Schedule 4 to the GPX Excess Claims Stipulation, except to the extent any GPX Claim not listed on the Schedules to the GPX Excess Claims Stipulation becomes an Allowed Claim or is Allowed in an amount higher than the amounts set forth on the Schedules through the Debtors' proof of claim resolution process in the Court, in which case the Debtors shall resolve and satisfy such Claims (in the amount that is higher than the amount in the Schedules, if any) pursuant to the terms of the Plan; (iii) Golden Pass has no further liability, obligation, or responsibility whatsoever under the GPX Settlement or any applicable agreement or law with respect to any Claims filed or scheduled in the Debtors' bankruptcy cases, including without limitation, any Allowed Claims, other than the Payable GPX Claims in the amounts identified on

Schedule 2, Schedule 3; and Schedule 4 to the GPX Excess Claims Stipulation; (iv) other than the Payable GPX Claims, all GPX Claims have been resolved and satisfied as of entry of this Order and are subject to each of the release, discharge, and injunctive relief provisions in the Plan, including as set forth in Articles IV and VIII of the Plan, and Golden Pass shall have no further liability, obligation, or responsibility whatsoever with respect to such claims; (v) upon Golden Pass's payment of the Payable GPX Claims in the amounts set forth in Schedule 2, Schedule 3, and Schedule 4 to the GPX Excess Claims Stipulation, the Payable GPX Claims will be deemed fully satisfied and subject to each of the release, discharge, and injunctive relief provisions in the Plan, including as set forth in Articles IV and VIII of the Plan, and Golden Pass shall have no further liability, obligation, or responsibility whatsoever with respect to such claims; (vi) Chiyoda, CB&I, and the current Chiyoda-CB&I joint venture on the GPX Project ("CCJV-GPX") shall have no further liability, obligation, or responsibility whatsoever with respect to GPX Claims satisfied by Golden Pass; and (vii) all release, discharge, and injunctive relief provisions in the Plan related to GPX Claims are approved as set forth herein and the Plan for the benefit of the Debtors, Golden Pass, and their Related Parties.

115. Consistent with the terms of the GPX Excess Claims Stipulation, upon entry of this Order and occurrence of the Effective Date of the Plan that incorporates, approves, and implements the stipulations and schedules of the GPX Excess Claims Stipulation, the GPX L/C and Parent Guarantee (as defined in the GPX Settlement Term Sheet) shall be deemed automatically reduced to the amount of the GPX L/C Scheduled Draws *less* the amount of the February 1, 2025 GPX L/C Scheduled Draw already paid by the Debtors in Cash pursuant to that certain letter agreement dated January 31, 2025, without any further notice to or action, order, or approval by any Entity or this Court. The Reorganized Debtors may pay any future GPX L/C Scheduled Draws in Cash subject

to the terms of the GPX Excess Claims Stipulation. The Reorganized Debtors shall pay the Excess Claims Amount (as defined in the GPX Excess Claims Stipulation) in Cash on or before August 1, 2026, which shall be an obligation solely of the Debtors (and their successors) and no other party. The Reorganized Debtors, Golden Pass, and the Prepetition Credit Facility Agent are authorized to execute all agreements and other documents, and to take any other ministerial actions, as may be necessary to effectuate the terms of this paragraph. Notwithstanding anything to the contrary herein or in any A&R Credit Facility Documents, the terms of the GPX Settlement with respect to the GPX L/C are modified solely as expressly set forth in the GPX Excess Claims Stipulation and incorporated in this paragraph.

116. Notwithstanding anything to the contrary in this Order, the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Transactions, or other related Plan documents (the “**Plan Documents**”), the terms of the GPX Excess Claims Stipulation shall not impair or affect any rights of and between Golden Pass, Chiyoda, CB&I, or the CCJV-GPX unrelated to GPX Claims satisfied, released, or otherwise resolved by the GPX Settlement, the GPX Excess Claims Stipulation, or the Plan.

117. For the avoidance of doubt, Golden Pass is not a Releasing Party under the Plan other than with respect to the Debtors and the Debtors’ Related Parties consistent with the GPX Settlement.

118. **Release, Exculpation, Discharge, Injunction, and Related Provisions.** The release, exculpation, discharge, injunction, and related provisions embodied in the Plan, including those contained in **Article VIII.A–H** of the Plan shall be, and hereby are, approved and authorized in their entirety and shall be effective and binding on all Persons and Entities, to the extent provided in the Plan, without further order or action by the Court.

119. **Debtor Release.** Entry of this Order shall constitute the Court's approval of the Debtor Release, including by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Court's finding that the Debtor Release is: (a) consensual on the part of the Releasing Parties; (b) essential to the Confirmation of the Plan; (c) given in exchange for good and valuable consideration provided by the Released Parties, including the payment in full of all General Unsecured Claims pursuant to the terms of the Plan; (d) a good-faith settlement and compromise of the Claims and Causes of Action released by the Debtor Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Debtor Releasing Parties asserting any Claim or Cause of Action released pursuant to the Debtor Release against a Released Party.

120. Notwithstanding anything to the contrary in **Article VIII.C** of the Plan, the Debtors shall maintain all rights to object to Filed Claims and shall not release any claims or Causes of Action (i) identified on the Schedule of Retained Causes of Action, or (ii) related to the GPX Settlement that are preserved by the GPX Settlement Documents, the GPX Settlement Dispute Opinion, or the GPX Settlement Dispute Order. Upon entry of this Order, any and all such rights, claims, and Causes of Action set forth in this paragraph 120 and **Article VIII.C** shall be fully preserved and revert in the Reorganized Debtors pursuant to the Plan and this Order.

121. **Third-Party Release.** Entry of this Order shall constitute the Court's approval of the Third-Party Release, including by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Court's finding that the Third-Party Release is: (a) consensual on the part of the Releasing Parties; (b) essential to the Confirmation of the Plan; (c) given in exchange for good and valuable consideration provided by the Released Parties,

including the payment in full of all General Unsecured Claims pursuant to the terms of the Plan; (d) a good-faith settlement and compromise of the Claims and Causes of Action released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action against a Released Party. As set forth on the record at the Combined Hearing and in **Article I.A.128.n** of the Plan, each Related Party of a Releasing Party shall be a Releasing Party solely to the extent an applicable principal Releasing Party is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law.

122. **Treatment of Executory Contracts and Unexpired Leases.** Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, the Plan provides for the assumption or rejection of certain Executory Contracts and Unexpired Leases. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in **Article V** of the Plan are hereby approved in their entirety. The Debtors' determinations regarding the assumption or rejection of Executory Contracts and Unexpired Leases are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Plan and are in the best interests of the Debtors, their Estates, Holders of Claims or Interests, and other parties in interest in these Chapter 11 Cases.

123. **Assumption and Assignment of Contracts and Leases.** On the Effective Date, each Executory Contract and Unexpired Lease shall be deemed assumed, unless such Executory Contract and Unexpired Lease: (1) is identified on the Rejection List; (2) previously expired or terminated pursuant to its own terms; (3) was previously assumed or rejected by the Debtors, including pursuant to the GPX Settlement; (4) is the subject of a motion or notice to reject pending

as of the Effective Date; or (5) has an effective date of rejection that is after the Effective Date, without the need for any further notice to or action, order, or approval of the Court, under section 365 of the Bankruptcy Code and the payment of Cure Claims, if any, shall be paid in accordance with **Article V.C** of the Plan. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. Except as otherwise provided in the Plan or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all amendments, assignments, attachments, change orders, confidentiality agreements, exhibits, extensions, guaranties, hold harmless agreements, modifications, restatements, revisions, schedules, side letters, supplements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Amendments, assignments, attachments, change orders, confidentiality agreements, exhibits, extensions, guaranties, hold harmless agreements, modifications, restatements, revisions, schedules, side letters, and supplements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

124. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in **Article V** of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption and assignment, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety. For the avoidance of doubt, if there is any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” within the meaning

of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, and if such dispute is not resolved in a manner acceptable to the Reorganized Debtors in their sole discretion, the Reorganized Debtors shall have the right to add the applicable Executory Contract or Unexpired Lease to the Rejection List, in which case such Executory Contract or Unexpired Lease shall be deemed rejected as of the Effective Date and no Cure Claim shall be owed in respect of such Executory Contract or Unexpired Lease. The Reorganized Debtors may determine to add an Executory Contract or Unexpired List to the Rejection List pursuant to this paragraph before or after the Court rules on any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption. Following the resolution of any dispute regarding any Cure Claim, provided that the Reorganized Debtors do not elect to add the applicable Executory Contract or Unexpired Lease to the Rejection List, payment of the Cure Claim shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute or as may be agreed by the Reorganized Debtors and the counterparty to the Executory Contract or Unexpired Lease.

125. Nothing in this Order or in any notice or any other document is or shall be deemed an admission by the Debtor or Reorganized Debtors that any assumed contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code.

126. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure Claim pursuant to **Article V.C** of the Plan shall result in the full release and satisfaction of any Cure Claims, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory

Contract or Unexpired Lease at any time prior to the effective date of assumption. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to this Order, and for which any Cure Claim has been fully paid pursuant to Article V.C of the Plan, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Court.

127. All Claims for damages resulting from the rejection of an Executory Contract or Unexpired Lease shall be asserted in accordance with Article V.B of the Plan and shall be treated as General Unsecured Claims pursuant to Article III.C of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules. The Reorganized Debtors shall reconcile all Claims for damages resulting from the rejection of an Executory Contract or Unexpired Lease after the deadline to file such Claims has expired, and may object to any such Claims as set forth in the Plan.

128. **Deferred Compensation Plan and Other Employee Obligations.** Subject to Article V of the Plan, all written employment, confidentiality, non-competition agreements, bonus, gainshare and incentive programs, discretionary bonus plans or variable incentive plans regarding payment of a percentage of annual salary based on performance goals and financial targets for certain employees, vacation, holiday pay, severance, retirement, retention, supplemental retirement, executive retirement, pension, deferred compensation (including the Deferred Compensation Plan), indemnification, other similar employee-related agreements or arrangements, retirement income plans, medical, dental, vision, life and disability insurance, flexible spending account, and other health and welfare benefit plans, programs, and arrangements,

and collective bargaining agreements that are in effect immediately prior to the Effective Date with the Debtors, shall be assumed by the Debtors and shall remain in place as of the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date, unless otherwise: (i) provided in the Plan or this Order, (ii) specifically rejected pursuant to a separate order of this Court, (iii) specifically designated as a contract or lease to be rejected on the Rejection List, or (iv) specifically identified in a separate rejection motion Filed by the Debtors. For the avoidance of doubt, the Debtors' assumption of all obligations related to the Deferred Compensation Plan shall include any amounts due and owing to participants that have accrued under the Deferred Compensation Plan following the Petition Date.

129. The Debtors' assumption of such compensation and benefits plans, including the Deferred Compensation Plan, pursuant to the terms of this Plan shall be deemed not to trigger any applicable change of control, immediate vesting, termination, or similar provisions in any applicable plan or program, or an event of "Good Reason" (or a term of like import), in each case as a result of the consummation of the Restructuring Transactions. No counterparty shall have rights under a compensation and benefit plan or program, including the Deferred Compensation Plan, assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

130. Nothing in the Plan or this Order shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs, and plans. For the avoidance of doubt, pursuant to section 1129(a)(13) of the Bankruptcy Code, as of the Effective Date, all retiree benefits (as such

term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable orders of this Court and applicable law.

131. **Indemnification.** All indemnification provisions in place as of the Effective Date (whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, limited partnership agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for (each in their capacities as such) the current and former members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, financial advisors, restructuring advisors, consultants, other professionals of, or acting on behalf of, the Debtors, and the Sureties, as applicable, shall be Reinstated and remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, other professionals of, or acting on behalf of, the Debtors, and the Sureties, as provided under the indemnification obligations in place prior to the Effective Date; *provided, however*, nothing in the Plan or this Order shall expand any of the Debtors' indemnification obligations in place as of the Petition Date.

132. **Compliance with Tax Requirements.** Each Holder of an Allowed Claim or Interests that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. In connection with the Plan, to the extent applicable, the Debtors, the Reorganized Debtors, the Distribution Agent, and any applicable withholding agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting

requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, the Reorganized Debtors, the Distribution Agent, and any applicable withholding agent, as applicable, are authorized to take all actions necessary or appropriate to comply with applicable withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors and the Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and similar spousal awards, Liens, and encumbrances.

133. **Exemption from Transfer Taxes and Recording Fees.** To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for any or all of the A&R Credit Facility, the Sunbelt Promissory Note, or the GUC Promissory Notes; (6) the issuance of the GUC Promissory Notes; (7) the issuance of the Sunbelt Promissory Note; or (8) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising

out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

134. **Documents, Mortgages, and Instruments.** Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the Plan, including the Restructuring Transactions, and this Order.

135. **Plan Supplement.** Without further order or authorization of this Court, the Debtors, Reorganized Debtors, and their successors are authorized and empowered to make all modifications to all documents included as part of the Plan Supplement that are consistent with the Plan, unless such modifications require relief under section 1127 of the Bankruptcy Code; *provided, however*, that the Debtors shall obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alternations, amendments, supplements, or modifications to the Plan Supplement impacting the treatment of Holders of General Unsecured Claims under the

Plan. Execution versions of the documents comprising or contemplated by the Plan Supplement shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all mortgages, Liens, deeds of trust, pledges, and security interests purported to be created thereby.

136. **Professional Compensation.** All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount the Court allows as soon as practicable after such Professional Fee Claims are Allowed.

137. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Court.

138. **Exemption from Securities Laws.** To the extent applicable, the offer, sale, issuance, and distribution of the A&R Credit Facility, GUC Promissory Notes, and Sunbelt Promissory Note shall be exempt pursuant to section 1145 of the Bankruptcy Code from registration under the Securities Act, and the instruments shall be freely transferable and resaleable by non-affiliates of the Debtors and Reorganized Debtors, subject to any contractual limitations or restrictions under applicable non-bankruptcy law.

139. **Restructuring Expenses.** The Claims for Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date (or, with respect to necessary post-Effective Date matters, after the Effective Date), shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth herein, without any requirement to File a fee application with the Court, without the need for itemized time detail, or without any requirement for Court review or approval. All Claims for Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. On the Effective Date, invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. After the Effective Date, the Debtors and Reorganized Debtors (as applicable) shall continue to pay when due and payable in the ordinary course of their business any unpaid Restructuring Expenses that were incurred on, before, or after the Effective Date.

140. **Term of Injunctions or Stays.** Unless otherwise provided in the Plan or in this Order, all injunctions or stays arising under or entered during these Chapter 11 Cases under sections 105 and 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

141. **Nonseverability of Plan Provisions Upon Confirmation.** Each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted

or modified without the Debtors' or Reorganized Debtors' consent, as applicable; and (c) non-severable and mutually dependent.

142. **Post-Confirmation Modifications.** Without the need for further order or authorization of the Court, the Debtors or the Reorganized Debtors, as applicable, are authorized and empowered to make any and all modifications to any and all documents that are necessary to effectuate the Plan that do not materially modify the terms of such documents and are consistent with the Plan. The Debtors and the Reorganized Debtors expressly reserve their respective rights to revoke or withdraw, or to alter, amend, or modify materially the Plan with respect to such Debtors or Reorganized Debtors, one or more times after Confirmation, and any such alteration, amendment, or modification shall be considered a modification of the Plan and shall be made in accordance with section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and **Article X.A** of the Plan; *provided, however*, that the Debtors shall also obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alterations, amendments, supplements, or modifications to the Plan (including the Plan Supplement) impacting the treatment of Holders of General Unsecured Claims under the Plan.

143. **Notice of Entry of Confirmation and Effective Date.** In accordance with Bankruptcy Rules 2002 and 3020(c), no later than seven (7) Business Days after the Effective Date, the Reorganized Debtors shall file with the Court and serve by email and first class mail or overnight delivery service a notice of the entry of this Order and occurrence of the Effective Date (the "**Effective Date Notice**") on all Holders of Claims and/or Interests and to all parties on the *Master Service List* maintained by the Claims and Noticing Agent. Notwithstanding the above, no Effective Date Notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed notice of the Combined Hearing, but received such notice returned

marked “undeliverable as addressed,” “moved, left no forwarding address,” or “forwarding order expired,” or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity’s new address. Mailing of the Effective Date Notice in the time and manner set forth in this paragraph shall be good, adequate, and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c). No further notice of Confirmation of the Plan and the occurrence of the Effective Date will be necessary.

144. **Applicable Non-Bankruptcy Law.** The provisions of this Order, the Plan, and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

145. **Governmental Approvals Not Required.** This Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state, federal, or other governmental authority with respect to the dissemination, implementation, or Consummation of the Plan and the Disclosure Statement, any certifications, documents, instruments, agreements, amendments, or modifications related thereto, and any other acts referred to in, or contemplated by, the Plan, Plan Supplement, or Disclosure Statement.

146. **Reporting.** Except as otherwise required under the A&R Credit Facility Documents, the Sunbelt Promissory Note, or the GUC Note Documents, after entry of this Order, the Debtors or Reorganized Debtors, as applicable, shall have no obligation to file with the Court, serve on any parties, or otherwise provide any party with any other report that the Debtors or Reorganized Debtors, as applicable, were obligated to provide under the Bankruptcy Code or any order of the Court, including obligations to provide (a) any reports to any parties otherwise required under the “first” and “second” day orders entered in these Chapter 11 Cases and (b) monthly

operating reports (even for those periods for which a monthly operating report was not filed before the Confirmation Date, if any); *provided* that the Debtors and Reorganized Debtors, as applicable, shall comply with the U.S. Trustee's post-confirmation quarterly reporting requirements prior to the closure of the applicable Chapter 11 Case.

147. **Termination of Challenge Period.** The Challenge Period (as defined in the Cash Collateral Order) for all parties in interest shall be terminated as of the Effective Date, and the stipulations, admissions, findings, and releases contained in the Cash Collateral Order at that time shall be binding on the Debtors' estates and all parties in interest.

148. **Authorization to Consummate.** The Debtors and the Reorganized Debtors, as applicable, are authorized to consummate the Plan after the entry of this Order subject to satisfaction or waiver of the conditions precedent to Consummation set forth in **Article IX** of the Plan; *provided, however*, that if the Debtors seek any waiver (in whole or in part) of the conditions precedent in **Article IX.A.1** or **Article IX.A.6**, the Debtors shall obtain the consent of the Committee.

149. **Substantial Consummation.** Consummation of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

150. **Failure of Consummation.** Notwithstanding entry of this Order, if Consummation does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by the Debtors or by Holders of Claims or Interests; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity, respectively.

151. **Reservation of Rights.** Except as expressly set forth in the Plan, the Plan shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to any Entity unless and until the Effective Date has occurred.

152. **References to and Omissions of Plan Provisions.** References to articles, sections, and provisions of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, or provision of the Plan in this Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Court that the Plan be confirmed in its entirety, except as expressly modified herein, and incorporated herein by reference.

153. **Provisions Regarding Committee and Cessation of Fees and Expense Payment.**

Article X.E of the Plan shall be replaced in its entirety with the following:

On the Effective Date, the Committee shall dissolve automatically and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases, except with respect to (i) final fee applications of the Professionals asserting Professional Fee Claims, including any appeals in connection therewith, and/or (ii) for purposes of participating in any appeals of the Confirmation Order. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred after the Effective Date by the members of or advisors to the Committee, other than such fees and expenses incurred in connection with any appeals of the Confirmation Order. Any reasonable and documented fees or expenses of the Committee or its advisors incurred between the Confirmation Date and the Effective Date (or after the Effective Date with respect to any appeals of the Confirmation Order) shall be paid by the Debtors or Reorganized

Debtors, as applicable, without the necessity of the filing of a fee application for such fees and expenses.

154. **Provisions Regarding Governmental Units.** Nothing in the Plan or this Order discharges, releases, precludes, or enjoins: (a) any liability to any Governmental Unit that is not a Claim; (b) any Claim of a Governmental Unit arising on or after the Confirmation Date; (c) any police or regulatory liability to a Governmental Unit on the part of any Entity as the owner, permittee, or operator of property after the Confirmation Date; (d) any valid right of setoff or recoupment of any Governmental Unit against any of the Debtors or Reorganized Debtors; or (e) any liability to a Governmental Unit on the part of any Person or Entity other than the Debtors or Reorganized Debtors. Nor shall anything in the Plan or this Order: (a) enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence; (b) divest any court, commission, or tribunal of jurisdiction to resolve any matters relating to the liabilities and/or Claims set forth in this paragraph; (c) confer in this Court jurisdiction over any matter over which it would not have jurisdiction under 28 U.S.C. § 1334; or (d) authorize the transfer or assignment of any Governmental Unit license, permit, registration, authorization, or approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order or the Plan shall affect any setoff or recoupment rights of any Governmental Unit. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or the Plan or to adjudicate any defense asserted under this Order or the Plan. The Debtors' and Reorganized Debtors' rights and defenses under applicable non-bankruptcy law with respect to the foregoing are fully preserved. For the avoidance of doubt, the term "Governmental Unit" includes federally recognized Indian tribes and applicable state taxing authorities.

155. **Provisions Regarding Texas State Taxing Authorities.** Notwithstanding anything to the contrary in the Plan Documents:

- a. The Claims of the Texas Comptroller of Public Accounts, Revenue Accounting Division and the Texas Workforce Commission (together, the “**Texas State Taxing Authorities**”) shall be reconciled by the Reorganized Debtors and the Texas State Taxing Authorities in the ordinary course of business following the Effective Date. Once any Claim by the Texas State Taxing Authorities becomes an Allowed Claim under the Plan, the Reorganized Debtors shall pay such Allowed Claim as an Other Priority Claim, along with all accrued state statutory post-petition interest to the extent owed under applicable state law, within 10 days of such Allowance.
- b. The setoff or recoupment rights of the Texas State Taxing Authorities shall not be affected by confirmation of the Plan to the extent that such rights relate to (1) a tax refund claim asserted after the Petition Date by any of the Debtors, or (2) a tax return amended after the Petition Date by any of the Debtors. Any setoff or recoupment right of the Texas State Taxing Authorities as of the Petition Date shall not be affected by confirmation if a Proof of Claim or motion filed by the Texas State Taxing Authorities has asserted such right.
- c. Should a Debtor or Reorganized Debtor, as applicable, default on a payment to a Texas State Taxing Authority under the terms of the Plan or this Order, the applicable Texas State Taxing Authority shall provide the Debtors or Reorganized Debtors and counsel of record with written notice of default mailed and emailed per **Article XII.H** of the Plan. The Debtors or Reorganized Debtors, as applicable, shall have twenty-one (21) days from the date of the notice of default to cure the default, with failure to do so to result in the applicable Texas State Taxing Authority being free to pursue its state law remedies under the Texas Property Tax Code to collect the full amount of taxes, penalties, and interest owed without further order of the Court or notice to parties.

156. **Provisions Regarding Texas Local Taxing Authorities.** Notwithstanding anything to the contrary in the Plan Documents, the claims of the Texas Local Taxing Authorities³

³ For purposes of this Order, the term “**Texas Local Taxing Authorities**” shall refer to: Randall County Tax Office, Parmer County Appraisal District, Pasadena Independent School District, West Harris County Municipal Utility District, Alief Independent School District, Brazoria County Tax Office, City of Houston, Channelview Independent School District, Harris County Municipal Utility District 285, Maverick County, Sabine Pass Independent School District, Brazos County, Medina County, Bexar County, Cypress-Fairbanks Independent School District, Deer Park Independent School District, Eagle Pass Independent School District, Fort Bend County, Harris County Emergency Service District #09, Harris County Emergency Service District #48, Harris County Emergency Service District #60, City of Houston (where represented by Linebarger), Houston

shall be paid in full, along with all accrued state statutory post-petition interest at the rate of twelve percent (12%) per annum to the extent owed under applicable state law, within 10 days of the Effective Date. The Debtors or Reorganized Debtors shall pay all post-petition ad valorem tax liabilities (tax year 2025 and subsequent tax years) owing to the Texas Local Taxing Authorities in the ordinary course of business as such tax debt comes due and prior to said ad valorem taxes becoming delinquent without the need of the Texas Local Taxing Authorities to file an administrative expense claim and/or request for payment. The Texas Local Taxing Authorities shall retain all statutory tax liens against property of the Debtors or Reorganized Debtors, whether pre- or post-petition, until such outstanding taxes secured by a particular lien are fully paid. The Texas Local Taxing Authorities' lien priority shall not be primed or subordinated by any exit financing approved by the Court in conjunction with the confirmation of the Plan or otherwise. In the event that collateral that secures the claim of one or more of the Texas Local Taxing Authorities is sold or returned to a creditor holding a lien that is junior to that of the Texas Local Taxing Authorities, the Debtors shall first pay all ad valorem property taxes that are secured by such collateral, to the extent that the Debtors are liable for such ad valorem property taxes under applicable non-bankruptcy law. The Distribution Agent shall pay any Allowed Texas Local Taxing Authority claim regardless of whether it does not meet any minimum threshold established pursuant to the Plan or this Order.

157. Should a Debtor or Reorganized Debtor default on a payment to a Texas Local Taxing Authority under the terms of the Plan or this Order, the applicable Texas Local Taxing

Community College System, Houston Independent School District, Jefferson County, Katy Independent School District, Kenedy County, Kleberg County, Lone Star College System, Orange County, Nueces County and City of Pasadena.

Authority shall provide the Debtors or Reorganized Debtors and counsel of record with written notice of default mailed and emailed per **Article XII.H** of the Plan. The Debtors or Reorganized Debtors shall have twenty-one (21) days from the date of the notice of default to cure the default, with failure to do so shall allow the applicable Texas Local Taxing Authority being free to pursue its state law remedies under the Texas Property Tax Code to collect the full amount of taxes, penalties, and interest owed without further order of the Court or notice to parties.

158. **Provisions Regarding CPChem.** Notwithstanding anything to the contrary in the Plan Documents: (i) on the Effective Date, the Reorganized Debtors shall be deemed to have assumed: (a) the Master Agreement for Products and Services Maintenance Agreement, Contract No. CW64524, by and between Zachry Maintenance Services LLC and Chevron Phillips Chemical Company LP (“**CPChem**”), effective July 1, 2023 (as amended, modified or restated from time to time, together with all attachments, exhibits, and ancillary documents, the “**CPChem MSA**”); (b) the Blanket Contract for Engineering Design, Procurement and Construction Services, Contract No. CPC-34116, by and between ZII (with other Zachry contractors also a party through permissible affiliation with ZII) and CPChem, effective October 1, 2020; (c) the Modified Blanket Services Agreement, Contract No. 4600006406, by and between JV Industrial Companies LLC and CPChem, effective April 11, 2006; (d) the OSBL Engineering, Procurement, and Construction Contract, Contract No. USGCII-CNCN-000E4, by and between GTPC, ZII, and Burns & McDonnell Engineering Company, Inc. dated June 28, 2022, (as amended, modified or restated from time to time, together with all attachments, exhibits, and ancillary documents); (e) the Polyethylene Engineering, Procurement and Construction Contract, Contract No. USGCII-CNCN-000E1, by and between GTPC, ZII, and DL USA, Inc., dated July 7, 2022 (as amended, modified, or restated from time to time, together with all attachments, exhibits, and ancillary documents);

and (f) the Blanket Service Agreement, Contract No. 4600005747, effective October 23, 2008, to the extent not superseded by the CPChem MSA; and (g) any active or open purchase order submitted by CPChem to the Debtors under the foregoing agreements (collectively, (a)-(g), the “**CPChem Agreements**”), pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice, action, order, or approval of the Court; (ii) no Cure Claim in Cash shall be paid to CPChem by the Reorganized Debtors on the Effective Date; (iii) assumption of the CPChem Agreements and Consummation of the Plan shall not alter, impair or otherwise modify the rights and obligations of the parties to the CPChem Agreements, including in respect of any claims of the Debtors, the Reorganized Debtors, CPChem, or their respective Affiliates, as applicable, arising at any time under or in relation to the CPChem Agreements, whether such claims are liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, now existing or hereinafter arising; (iv) notwithstanding the commencement of the Chapter 11 Cases and confirmation of the Plan, all obligations of the Debtors, the Reorganized Debtors, and CPChem under the CPChem Agreements shall be satisfied by the Debtors, the Reorganized Debtors, and CPChem, as applicable, in the normal course of business in accordance with the terms of the CPChem Agreements, including, for the avoidance of doubt, any contingent and unliquidated obligations of the Debtors and Reorganized Debtors validly owed to CPChem under the CPChem Agreements; and (v) CPChem is hereby deemed, as of the Effective Date, to have affirmatively opted out of the Third-Party Release provisions of the Plan. For the avoidance of doubt, references to CPChem herein shall refer to both Chevron Phillips Chemical Company, LLC as well as Chevron Phillips Chemical Company, LP.

159. **Provisions Regarding GTPC.** Notwithstanding anything to the contrary in Plan Documents, on the Effective Date: (i) the Reorganized Debtors shall be deemed to have assumed (a) the Engineering, Procurement and Construction Contract dated June 28, 2022 (as amended, modified or restated from time to time, together with all attachments, exhibits and ancillary documents), between Golden Triangle Polymers Company LLC (“GTPC”), ZII, and Burns & McDonnell Engineering Company, Inc.; (b) the Engineering, Procurement and Construction Contract dated July 7, 2022 (as amended, modified or restated from time to time, together with all attachments, exhibits and ancillary documents), between GTPC, ZII, and DL USA, Inc.; (c) the Parent Guarantee dated as of June 28, 2022 made by ZHI in favor of GTPC; and (d) the Parent Guarantee dated as of September 29, 2022 made by ZHI in favor of GTPC (collectively, (a)-(d), the “GTPC EPC Contracts”), pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice, action, order, or approval of the Court; (ii) no Cure Claim in Cash shall be paid to GTPC by the Reorganized Debtors on the Effective Date; (iii) notwithstanding the forgoing, assumption of the GTPC EPC Contracts and Consummation of the Plan shall not alter, impair or otherwise modify the rights and obligations of the parties to the GTPC EPC Contracts, including in respect of any claims of the Debtors, the Reorganized Debtors, GTPC, or their respective Affiliates, as applicable, arising at any time under or in relation to the GTPC EPC Contracts, whether such claims are liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, now existing or hereinafter arising; (iv) notwithstanding the commencement of the Chapter 11 Cases and confirmation of the Plan, all obligations of the Debtors, the Reorganized Debtors, and GTPC under the GTPC EPC Contracts shall be satisfied by the Debtors, the Reorganized Debtors, and GTPC, as applicable, in the normal course of business in accordance

with the terms of the GTPC EPC Contracts, including, for the avoidance of doubt, any contingent and unliquidated obligations of the Debtors and Reorganized Debtors validly owed to GTPC under the GTPC EPC Contracts; and (v) as an administrative matter, GTPC is hereby deemed, as of the Effective Date and without any further action, notice, or order by any party or this Court, to have (x) withdrawn Claim Nos. 1284 and 1285 as duplicative of Claim Nos. 1242 and 1243 (which shall remain pending) and (y) affirmatively opted out of the Third-Party Release provisions of the Plan.

160. **Provisions Regarding VGPL.** Notwithstanding any other provisions of the Plan, the Plan Supplement, this Order, or any other order of this Court, on the Effective Date, all rights and obligations that have arisen and/or may arise at law related to: (a) those certain guaranties entered into by ZHI for the benefit of Venture Global Plaquemines LNG, LLC (“**VGPL**”), dated as of April 21, 2021 and January 10, 2023 (together, the “**VGPL Guaranties**”), and any other agreements setting forth the parties’ respective rights and obligations under the VGPL Guaranties, (collectively, the “**VGPL Guaranty Obligations**”); (b) that certain standby letter of credit No. 777020221583-L, dated as of March 17, 2023, and that certain standby letter of credit No. 777020244050-L, dated as of March 20, 2023, each issued by Standard Chartered Bank on behalf of KZJV LLC in favor of VGPL (together, the “**VGPL Performance Bonds**”); (c) that certain payment bond No. 107261759 (Travelers), K40530423 (Pacific), 30108502 (Continental), dated as of May 25, 2022, issued by Travelers Casualty and Surety Company, Pacific Indemnity Company, and Continental Casualty Company, and that certain payment bond No. 107652660 (Travelers), K40530484 (Pacific), 30161481 (Western), dated as of March 13, 2023, issued by Travelers Casualty and Surety Company, Pacific Indemnity Company, and Western Surety Company, each on behalf of KZJV LLC in favor of VGPL (together, the “**VGPL Payment Bonds**”); (d) any other agreements setting forth the parties’ respective rights and obligations with

respect to the VGPL Performance Bonds and VGPL Payment Bonds (such agreements, together with the VGPL Performance Bonds and the VGPL Payment Bonds, the “**VGPL Surety Bond Obligations**”); and (e) that certain Second Amended and Restated Engineering, Procurement and Construction Agreement, entered into as of January 7, 2022, and that certain Engineering, Procurement and Construction Agreement, entered into as of January 10, 2023 (as amended together, the “**PLNG EPC Contracts**”) with KZJV LLC, and any other agreements setting forth the parties’ respective rights and obligations under the PLNG EPC Contracts (collectively, the “**PLNG EPC Contracts Obligations**”), shall all continue in full force and effect in accordance with the terms thereof and applicable non-bankruptcy law and are not discharged, enjoined, impaired, released or otherwise modified in any way. For the avoidance of doubt, nothing in the Plan or this Order, including, without limitation, any exculpation, release, injunction, exclusions, and discharge provisions of the Plan contained in **Article VIII** of the Plan or otherwise, shall bar, alter, limit, impair, release, modify, enlarge, or enjoin any VGPL Guaranty Obligations, any VGPL Surety Bond Obligations, PLNG EPC Contracts Obligations and/or any rights, claims, actions or defenses, or other matters to which VGPL is entitled under such VGPL Guaranty Obligations, VGPL Surety Bond Obligations, or PLNG EPC Contracts Obligations at law, in equity, or otherwise. The VGPL Guaranties, the VGPL Payment Bonds, the VGPL Performance Bonds, the PLNG EPC Contracts, and all VGPL Guaranty Obligations, VGPL Surety Bond Obligations, PLNG EPC Contracts Obligations, and any rights, claims, actions or defenses, or other matters to which the Reorganized Debtors or VGPL are entitled under such agreements or obligations, at law, in equity, or otherwise, shall be reinstated and/or retained by the Reorganized Debtors and VGPL, as applicable, in the ordinary course of business as if the Chapter 11 Cases had not been commenced. Nothing in the Plan or this paragraph shall affect in any way VGPL’s rights against

any non-Debtor under the VGPL Guaranties, VGPL Payment Bonds, VGPL Performance Bonds, PLNG EPC Contracts, or otherwise with regard to the VGPL Guaranty Obligations, VGPL Surety Bond Obligations, and PLNG EPC Contracts Obligations. Subject to **Article VIII** of the Plan, nothing in this paragraph shall affect in any way any non-Debtor's rights against VGPL under the VGPL Guaranties, VGPL Payment Bonds, VGPL Performance Bonds, PLNG EPC Contracts, or otherwise with regard to the VGPL Guaranty Obligations, VGPL Surety Bond Obligations, and PLNG EPC Contracts Obligations.

161. **OPPD Reservation of Rights.** Notwithstanding anything to the contrary in the Plan Documents: (i) nothing contained in the Plan Documents shall operate to release, discharge, impair, or enjoin any rights, obligations, Claims, Causes of Action, defenses, or remedies of Omaha Public Power District ("**OPPD**"), the Debtors, or the Reorganized Debtors, as applicable, against the Debtors, Reorganized Debtors, OPPD, or any Person, as applicable, accruing before, on, or after the Effective Date as it relates to that certain *Engineer, Procure, and Construct Contract for Omaha Public Power District Standing Bear Lake and Turtle Creek Generating Stations* (Contract No. 263406) dated September 21, 2021, as amended by those certain *Amendment No. 1 and Amendment No. 2 to Engineer, Procure, and Construct Contract for Omaha Public Power District Standing Bear Lake and Turtle Creek Generating Stations* (Contract No. 263406) dated August 13, 2024 (together with all amendments, exhibits, schedules, and ancillary agreements and documents thereto, the "**OPPD Contract**"), or the adversary proceeding, pending before the Court at Adversary Number 25-03025; (ii) all parties' rights, remedies, and obligations under the OPPD Contract are explicitly preserved, and all terms of the OPPD Contract remain fully enforceable after the Effective Date notwithstanding the Plan Injunction; and (iii) OPPD is hereby deemed, as of the Effective Date, to have affirmatively opted out of the Third-Party Release

provisions of the Plan and is not bound by the Third-Party Release or any other provision contained in the Plan Documents purporting to release, discharge, impair, or enjoin OPPD's rights, Claims, Causes of Action, or remedies against any non-Debtor, including Travelers Casualty and Surety Company and Pacific Indemnity Company, who issued performance and payment bond no. 107261753/82455022 (the "**OPPD Surety Bonds**"). All of OPPD's rights (whatever such rights may or may not be) are hereby explicitly preserved against the OPPD Surety Bonds.

162. **Provisions Regarding Element Fleet.** Notwithstanding anything to the contrary set forth in the Plan or this Order, (i) on the Effective Date, the Reorganized Debtors shall be deemed to have assumed (a) the Master Lease Agreement dated July 1, 2008, executed by Zachry Industrial, Inc. (together with any and all amendments); (b) the Master Services Agreement dated July 1, 2008, executed by Zachry Industrial, Inc. (together with any and all amendments, and addenda); (c) the Vehicle Fleet Open-End Lease Agreement dated April 18, 2022, executed by Zachry Maintenance Services, LLC (together with any and all amendments, and addenda); (d) the Master Services Agreement dated April 18, 2022, executed by Zachry Maintenance Services, LLC (together with any and all amendments, and addenda); (e) the Continuing Guaranty of Payment dated June 23, 2008, executed by ZHI; and (f) the Continuing Guaranty of Payment dated March 28, 2022, executed by ZHI (collectively, (a)-(f), the "**Element Contracts**" and items (e) and (f), collectively, the "**Guaranty Agreements**"); (ii) no Cure Claim in Cash shall be paid to Element Fleet Corporation ("**Element**") by the Reorganized Debtors on the Effective Date; (iii) to the extent either or both of the Guaranty Agreements are not executory contracts capable of being assumed under section 365 of the Bankruptcy Code they shall not be subject to the discharge (**Article VIII**), re-vesting of assets (**Article IV.E**) or cancellation of instruments (**Article IV.I**) provisions of the Plan and shall remain enforceable in accordance with their terms and applicable non-bankruptcy

law following the Effective Date; (iv) following the Effective Date, any payments under the Element Contracts shall be made in the ordinary course of business pursuant to the terms of the Element Contracts and without regard to the discharge provisions of **Article V.A** of the Plan; (iv) following the Effective Date, the Reorganized Debtors and Element may exercise any rights of set off and/or recoupment under the Element Contracts in accordance with the terms of the Element Contracts, and Element shall not be obligated to file a motion by the Confirmation Date under **Article VI.J** of the Plan; (v) the retention of jurisdiction provision in **Article XI.3** of the Plan shall not apply to the Element Contracts after the Effective Date; and (vi) as an administrative matter, Element is hereby deemed, as of the Effective Date and without any further action, notice, or order by any party or this Court, to have withdrawn Claim Nos. 1238, 1239, and 1240.

163. **Provisions Regarding Reynolds.** Notwithstanding anything to the contrary in the Plan Documents: (i) D. Reynolds Company, d/b/a The Reynolds Company (“**Reynolds**”) is hereby deemed, as of the Effective Date, to have affirmatively opted out of the Third-Party Release provisions of the Plan and is not bound by the Third-Party Release; (ii) confirmation of the Plan shall not release, discharge, impair, or enjoin Reynolds’ rights, Claims, or remedies against any non-Debtor, including BMZ Third Coast Partners (“**BMZ**”), Burns & McDonald Engineering Company, Inc., and the Sureties (Travelers Casualty and Surety Company of America and Pacific Indemnity Company), subject to the terms of this paragraph; (iii) as set forth in **Article II.A** of the Plan, any Administrative Claims of Reynolds that accrued in the ordinary course of business after the Petition Date may be paid by the Debtors or Reorganized Debtors, as applicable, in the ordinary course of business, to the extent not otherwise paid as Cure Claims on the Effective Date; and (iv) confirmation of the Plan shall not release, discharge, impair, or enjoin Reynolds’ rights, claims, or remedies against any Person accruing on or after the Effective Date. On the Effective Date, as a

Cure Claim, the Debtors shall pay to Reynolds the sum of \$9,459,022.55 which payment shall be deemed to fully satisfy: (a) Proof of Claim No. 64 filed by Reynolds, and (b) any Claim which Reynolds may have or assert against the Sureties, whether based on the Claim reflected in Proof of Claim No. 64, any other Claim against the Debtors, or otherwise, and Reynolds shall not assert against the Sureties any such Claims that are actually satisfied pursuant to this paragraph. Proof of Claim No. 65 relating to BMZ shall be deemed as withdrawn based upon the terms of this provision. Reynolds's objections to confirmation of the Plan [Docket Nos. 1859, 2239, 2322] are resolved by this paragraph.

164. **Provisions Regarding Encina.** Notwithstanding anything to the contrary in the Plan Documents, including **Article VII.E** of the Plan, Claim No. 1753 filed by Encina Development Group, LLC ("**Encina**") shall be deemed timely filed if the Court grants Encina's *Emergency Motion to Permit Filing Proof of Claim After Bar Date* [Docket No. 2120] (the "**Encina Motion**"). The hearing on the Encina Motion shall be adjourned to no earlier than April 1, 2025 at 3:00 p.m. (prevailing Central Time), or such other date and time agreed by the Debtors and Encina or ordered by the Court. *Encina Development Group LLC's Objection to Confirmation of the Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2315] shall be deemed withdrawn.

165. **Provisions Regarding Consolidated Pipe and Supply.** For the avoidance of doubt, any rights of Consolidated Pipe and Supply Company, Inc. d/b/a High Country Fusion with respect to the Claim Nos. 1453, 1478, 1649, whether against the Debtors, Golden Pass, or other third-party, if any, are reserved pending satisfaction of such claims consistent with the terms of the Plan.

166. **Provisions Regarding the Sureties.** No provision of the Plan Documents shall bar, release, impair, expand, alter, modify, amend, transfer, limit, enjoin, prime, or subordinate the rights, claims, and defenses of Travelers Casualty & Surety Company of America, Pacific Indemnity Company, or any of the foregoing's parent companies, affiliates, and/or successors (each a "**Surety**", and collectively, the "**Sureties**") under (1) any surety bonds by the Sureties (collectively, the "**Existing Surety Bonds**"), (2) any indemnity agreements or other agreements between any Surety and any Debtor in these bankruptcy cases related to the Existing Surety Bonds (the "**Prepetition Indemnity Agreements**"), or (3) the terms, conditions, rights, claims, defenses, and/or obligations of the Sureties or of the Debtors under the Existing Surety Bonds or the Prepetition Indemnity Agreements. The Reorganized Debtors have and are hereby deemed to assume *cum onere* the Existing Surety Bonds and Prepetition Indemnity Agreements, and any and all obligations thereunder, without regard to and without the necessity of any determination as to whether the Existing Surety Bonds or the Surety Indemnity Agreements are executory contracts or whether such agreements are financial accommodations, as those terms are defined or used in the Bankruptcy Code, and the Sureties are hereby deemed to have consented to the Debtors' assumption of the Existing Surety Bonds and Prepetition Indemnity Agreements. All obligations of the Debtors and the Sureties under the Existing Surety Bonds and Prepetition Indemnity Agreements shall be satisfied by the Debtors and the Sureties, as applicable, in the normal course of business in accordance with the terms of the applicable agreements. The Reorganized Debtors shall execute new indemnity agreements in favor of, and in a form acceptable to, in their sole discretion, each of the Sureties (the "**Post-Confirmation Indemnity Agreements**") in forms substantially the same as the Prepetition Indemnity Agreements; *provided, however*, that (1) the execution of the Post-Confirmation Indemnity Agreements shall be deemed cumulative relief and

any failure to execute the same shall not impact the liability of the Reorganized Debtors under the Existing Surety Bonds or the Prepetition Indemnity Agreements, and (2) nothing shall obligate the Sureties to issue new surety bonds or renew any Existing Surety Bonds or bar, enjoin, or stay the Sureties from demanding collateral or exercising any other of the Sureties' rights, claims, and defenses, in each case subject in all respects to the terms and conditions of the Existing Surety Bonds, Prepetition Indemnity Agreements, and Post-Confirmation Indemnity Agreements, as applicable. The Sureties shall be deemed to have opted out of the Third-Party Release provided in **Article VIII.D** of the Plan, and such Third-Party Release shall not be applicable to the Sureties. Notwithstanding any other provision of the Plan Documents, the Sureties shall not be enjoined from enforcing any rights under the Existing Surety Bonds and the Prepetition Indemnity Agreements. As an administrative matter and in consideration of the Reorganized Debtors' assumption of the obligations as set forth in this paragraph, the Sureties are hereby deemed, as of the Effective Date, to have withdrawn all proofs of claim filed in the Chapter 11 Cases, including, for the avoidance of doubt, Claim Nos. 1210, 1216, 1217, 1218, 1219, 1220, 1222, 1223, 1224, 1247, 1367, 1371, 1374, 1376, 1378, 1385, 1388, 1389, 1394, 1398, 1402, 1403, 1405, 1406, 1408, 1412, 1414, 1416, 1417, 1418, and 1155, without any further action, notice, or order by any party or this Court. For the avoidance of doubt, the Debtors and the Sureties reserve all rights, defenses, and claims under the Existing Surety Bonds and Prepetition Indemnity Agreements, which are preserved notwithstanding anything to the contrary in the Plan Documents.

167. **Provisions Regarding Zurich and Chubb.** Notwithstanding anything to the contrary in the Plan Documents, any agreement or order related to post-petition or exit financing, any bar date notice or claim objection, any notice of any cure amount or claim, any document related to any of the foregoing, or any other order of the Court (including, without limitation, any

other provision that purports to be preemptory or supervening, confers Court jurisdiction, grants an injunction, discharge or release, or requires a party to opt out of any releases):

- a. nothing alters, modifies or otherwise amends the terms and conditions of either of (i) the Zurich Insurance Program (including any agreement to arbitrate disputes and any provisions regarding the provision, maintenance, use, nature, and priority of the Zurich Collateral), or (ii) any insurance policies issued by ACE American Insurance Company, Federal Insurance Company or any of their U.S.-based affiliates and predecessors (collectively, and together with ESIS, Inc., solely in their capacities as insurers and third party administrators “**Chubb**”), to, or which provide coverage to, any of the Debtors (or any of their predecessors) at any time and for any line of coverage (collectively and together with any agreements, documents or instruments related thereto and each as amended, modified or supplemented and including any exhibit or addenda thereto, the “**Chubb Insurance Program**”) (including any agreement to arbitrate disputes and any provisions regarding the provision, maintenance, use, nature, and priority of any letters of credit, loss funds, trusts, cash collateral, credits, return premium, unearned premium and any and all other collateral and/or security (including any proceeds of any of the foregoing) provided now or at any time prior or after hereto, by or on behalf of the Debtors to Chubb, the “**Chubb Collateral**”) except that as of the Effective Date, the Reorganized Debtors jointly and severally shall assume the Zurich Insurance Program and the Chubb Insurance Program in their entireties pursuant to sections 105 and 365 of the Bankruptcy Code;
- b. nothing therein releases or discharges (i) Zurich’s security interests and liens on the Zurich Collateral or (ii) Chubb’s security interests and liens on the Chubb Collateral;
- c. nothing therein releases or discharges the Zurich Claims or the claims of Chubb (including, without limitation any Cure Claim, claim for reimbursement of any deductible or self-insured retention that Chubb pays on behalf of the Debtors or Reorganized Debtors, as applicable, arising under the Chubb Insurance Program (regardless of whether all or any part of such claims arise or become liquidated before or after the Petition Date, effectiveness of the Plan or conversion of one or more of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, the “**Chubb Claims**”)), and further, the Zurich Claims and the Chubb Claims are actual and necessary expenses of the Debtors’ estates (or the Reorganized Debtors, as applicable) and shall be paid in full in the ordinary course of business, whether as an Allowed Administrative Claim under section 503(b)(1)(A) of the Bankruptcy Code or otherwise, regardless of when such amounts are or shall become liquidated, due or paid, without the need or requirement for either Zurich or Chubb to file or serve a request, motion, or application for payment of or proof of any Proof of Claim, Cure Claim (or any objection to

cure amounts/notices), or Administrative Claim (and further and for the avoidance of doubt, any claim bar date shall not be applicable to either Zurich or Chubb);

- d. the Debtors or the Reorganized Debtors, as applicable, shall not sell, assign, or otherwise transfer the Zurich Insurance Program or any portion thereof, or the Chubb Insurance Program or any portion thereof and/or any of the rights, benefits, interests, and proceeds under the Zurich Insurance Program or the Chubb Insurance Program except with the express written permission of Zurich or Chubb, respectively;
- e. the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in **Article VIII** of the Plan, if and to the extent applicable, shall be deemed lifted without further order of the Court, solely to permit: (i) claimants with valid workers' compensation claims or direct action claims against Zurich and/or Chubb under applicable non-bankruptcy law to proceed with their claims; (ii) Zurich and Chubb to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Court, (a) all workers' compensation or direct action claims covered by the Zurich Insurance Program or the Chubb Insurance Program, (b) all claims where an order has been entered by the Court granting a claimant relief from the automatic stay or the injunctions set forth in **Article VIII** of the Plan to proceed with its claim, and (c) all costs in relation to each of the foregoing; (iii) Zurich or Chubb to draw against any or all of the Zurich Collateral or Chubb Collateral, as applicable, and to hold the proceeds thereof as security for the obligations of the Debtors (or the Reorganized Debtors, as applicable) to Zurich or Chubb, as applicable, and/or apply such proceeds to the obligations of the Debtors (or the Reorganized Debtors, as applicable) under the Zurich Insurance Program or Chubb Insurance Program, in such order as Zurich or Chubb, as applicable, may determine; and (iv) subject to the terms of the Zurich Insurance Program, the Chubb Insurance Program and/or applicable non-bankruptcy law, Zurich and Chubb to (a) cancel any policies under the Zurich Insurance Program or the Chubb Insurance Program, respectively, and (b) take other actions relating to the Zurich Insurance Program or the Chubb Insurance Program, respectively (including setoff);
- f. neither **Article VIII.F** of the Plan nor any corresponding paragraph of this Order shall apply to any claims covered by and/or asserted under the Zurich Insurance Program or Chubb Insurance Program; and
- g. without altering any of the foregoing, provided that there is no liquidated amount due to Zurich or Chubb as of the Effective Date, no Cure Claim in Cash shall be paid to Zurich or Chubb by the Reorganized Debtors.

Terms used in this paragraph but not defined in the Plan shall have the meaning attributed to them in that certain *Order (I) Authorizing the Debtors to Enter into the New Insurance Program, (II) Authorizing Assumption of the Existing Insurance Program, and (III) Granting Related Relief* entered by the Court on October 29, 2024 [Docket No. 1262] (the “**Zurich Order**”), except that the term Zurich Insurance Program used in this paragraph shall have the meaning given to the term “Insurance Program” in the Zurich Order.

168. **Provisions Regarding Personal Injury Claims.** Notwithstanding anything to the contrary in Plan Documents, the Plan Documents shall not impair any right of the Adams Plaintiffs,⁴ Andres Plaintiffs,⁵ or Martinez Plaintiffs⁶ to litigate any timely filed, personal injury General Unsecured Claim to final judgment or settlement against the Debtors in name only, and, if successful, to recover on such Claim from any third-party that provides insurance coverage or indemnification to the Debtors, subject to applicable non-bankruptcy law and any applicable agreements governing such insurance coverage or indemnification between such third-parties and the Debtors; *provided, however*, the foregoing shall not apply to any Claim released pursuant to the Third-Party Release set forth in the Plan to the extent any Holder of a Claim elects not to opt-out of the Third-Party Release. To the extent any such insurance coverage or indemnification is insufficient to provide the treatment to an Allowed Claim required by **Article III** of the Plan, the

⁴ The “**Adams Plaintiffs**” means any plaintiffs in the litigation styled as *Adams, et al. v. Zachry Industrial, Inc.*, Case No. 5:23-cv-01437-XR in the United States District Court for the Western District of Texas.

⁵ The “**Andres Plaintiffs**” means any plaintiffs in the litigation styled as *Ursula Andres v. Zachry Industrial, Inc.*, et al., Case No. E-0210871 in the 172nd Judicial District Court of Jefferson County, Texas.

⁶ The “**Martinez Plaintiffs**” means any plaintiffs in the litigation styled as *Yelina Martinez, Individually, and as the Estate Representative of Jaime Martinez, Deceased, et al. v. Zachry Industrial, Inc., et al.*, Case No. 23DCCV0129 in the 172nd Judicial District Court of Jefferson County, Texas.

Holder of such Allowed Claim shall have an Allowed General Unsecured Claim against the applicable Debtor's estate for the deficiency.

169. **Provisions Regarding CB&I and Chiyoda.** Notwithstanding anything to the contrary in the Plan Documents:

- a. Pursuant to section 365 of the Bankruptcy Code, the applicable Reorganized Debtors shall assume: (a) that certain Joint Venture Agreement for the Freeport Liquefaction Project dated December 10, 2013, by and among ZII and CB&I LLC ("**CB&I**") (the agreement, as amended, the "**CZJV-FLNG Agreement**"), which formed a joint venture thereunder (the "**CZJV-FLNG**"); (b) that certain Joint Venture Agreement dated March 24, 2015, by and among ZII, CB&I, and Chiyoda International Corporation ("**CIC**," and together with ZII and CB&I, the "**FLNG JV Parties**") (such agreement, as amended, the "**CCZJV-FLNG Agreement**"), which formed a joint venture thereunder (the "**CCZJV-FLNG**," and together with the CZJV-FLNG, the "**FLNG JVs**"); and (c) any parent guarantees related to the CZJV-FLNG Agreement or the CCZJV-FLNG Agreement (collectively, (a) through (c), the "**FLNG JV Agreements**"). The Debtors are deemed to have cured all monetary defaults (if any) existing under the FLNG JV Agreements on account of any Cure Claim without the need for any cash payment, either into escrow or directly to CB&I, CIC, or the FLNG JVs on the Effective Date.
- b. Upon assumption of the FLNG JV Agreements, the FLNG JV Parties shall continue to abide and be bound by all terms of the FLNG JV Agreements as if the Debtors had not filed any bankruptcy, without regard to whether any payment obligations arising under the FLNG JV Agreements accrued prepetition or postpetition, including, without limitation, any indemnities, cost-sharing or risk-sharing provisions, or parent company guaranties provided for under the FLNG JV Agreements, including with respect to any liabilities adjudicated or settled, whether in the past, present, or future, in accordance with the applicable FLNG JV Agreements, in connection with the following actions and any appeals thereof: (a) *FLNG Liquefaction, LLC, et al. v. CB&I Inc., et al.*, Adv. Pro. No. 24-03195 (MI) (the "**FLNG Motor Defect Claim**"); (b) *FLNG Liquefaction, LLC, et al. v. Zachry Industrial, Inc., et al.*, Adv. Pro. No. 24-03189 (MI) (the "**FLNG Subrogation Claim**"); and (c) *Allianz Global Risks US Insurance Co., et al. v. Zachry Industrial, Inc., et al.*, Adv. Pro. No. 24-03190 (MI) (the "**Allianz Subrogation Claim**," and together with the FLNG Motor Defect Claim and the FLNG Subrogation Claim, the "**FLNG Litigation Claims**").
- c. By assuming the FLNG JV Agreements, the Debtors retain all rights under the FLNG JV Agreements, including with respect to the FLNG JVs'

property, and specifically, the FLNG JVs' insurance policies and the proceeds thereof, to the same extent as such rights existed prepetition.

- d. Notwithstanding anything to the contrary in this Order, the Plan, the Disclosure Statement, or any other order of this Court in these chapter 11 cases, upon assumption of the FLNG JV Agreements, the Claims that CB&I (on behalf of itself and as successor to CB&I Inc.) [Claim Nos. 1524 and 1527] and CIC [Claim Nos. 1555 and 1559] have asserted against the Debtors shall be deemed withdrawn in their entirety, as if CB&I and CIC had not filed such Claims, and shall be discharged without any distributions under the Plan.
- e. Notwithstanding anything to the contrary in this Order, the Plan, the Disclosure Statement, or any other order of this Court in these chapter 11 cases, the FLNG JV Parties acknowledge and agree that the applicable governing law, jurisdiction, and venue provisions set forth in the FLNG JV Agreements shall govern post-Effective Date and that any post-Effective Date disputes under applicable non-bankruptcy law among CB&I, CIC, the FLNG JVs, and the Debtors or the Reorganized Debtors, as applicable, shall not be subject to the jurisdiction of the Court, regardless of when such disputes first arose or accrued. For the avoidance of doubt, this paragraph shall not affect this Court's jurisdiction with respect to any pre-Effective Date disputes, including with respect to the FLNG Litigation Claims, the Plan, the Order, and the GPX Settlement.
- f. For the avoidance of doubt, upon entry of the GPX Final Settlement Order, the Debtors exited the MZJV-GPX and rejected all of their interests therein.
- g. None of CIC, CB&I, the CCZJV-GPX, the MZJV-GPX, the CZJV-FLNG, or the CCZJV-FLNG are Releasing Parties or Released Parties, and all such parties are deemed to opt out of the Third-Party Release.
- h. Nothing in this paragraph 169 modifies the terms of the GPX Settlement, including the releases by the GPX Settlement Parties under the GPX Settlement, or the terms of the GPX Settlement Dispute Opinion or GPX Settlement Dispute Order. Notwithstanding anything to the contrary in this Order, the Plan, the Disclosure Statement, or any other order of this Court in these chapter 11 cases, to the extent there is any inconsistency between this Order and the GPX Settlement Documents, or between the Plan and the GPX Settlement Documents, with respect to the terms of the GPX Settlement, the GPX Settlement Documents shall control.

170. **Effect of Conflict.** This Order supersedes any Court order issued prior to the Confirmation Date that may be inconsistent with this Order. In the event of an inconsistency

between this Order and the Plan, the Disclosure Statement, or the Plan Supplement, this Order shall control.

171. **Requests to Waive Stay of Order.** The rights of the Debtors and Reorganized Debtors, as applicable, are fully reserved and preserved to request, including on an emergency basis, that the Court waive any stay of this Confirmation Order under any Bankruptcy Rule for good cause shown.

172. **Waiver or Estoppel.** Upon the Effective Date, each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Court prior to the Confirmation Date.

173. **Final Order.** This Order is a Final Order, and the period in which an appeal must be filed shall commence upon the entry hereof.

174. **Retention of Jurisdiction.** The Court may properly, and upon the Effective Date shall, to the full extent set forth in the Plan, retain jurisdiction over all matters arising out of, and relating to, the Chapter 11 Cases, this Order, and the Plan, including the matters set forth in **Article XII** of the Plan and sections 105(a) and 1142 of the Bankruptcy Code.

Signed: February 27, 2025

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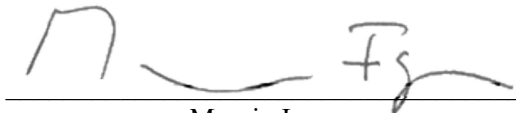

Marvin Isgur
United States Bankruptcy Judge

Exhibit A

Plan

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

In re: ZACHRY HOLDINGS, INC., <i>et al.</i> ¹ Debtors.	)))))))	Chapter 11 Case No. 24-90377 (MI) (Jointly Administered)

**FURTHER MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF ZACHRY HOLDINGS, INC. AND ITS DEBTOR AFFILIATES**

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Counsel to the Debtors and Debtors in Possession

Dated: February 23, 2025
 Houston, Texas

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.

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INTRODUCTION

Zachry Holdings, Inc. and the other above-captioned debtors and debtors in possession (collectively, the “Debtors”) propose this Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in **Article I.A** of this Plan. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors’ history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of this Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THIS PLAN ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in this Plan, capitalized terms have the meanings set forth below.

1. “A&R Credit Facility” means the Prepetition Credit Facility as amended and restated in accordance with the terms of this Plan and the A&R Credit Facility Documents.
2. “A&R Credit Facility Agent” means the Prepetition Credit Facility Agent, in its capacity as administrative agent under the A&R Credit Facility.
3. “A&R Credit Facility Documents” means any documents governing the A&R Credit Facility, including the A&R Credit Facility Term Sheet, the Exit Intercreditor Agreement, and any amendments, modifications, and supplements thereto, and together with any related commitments, notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.
4. “A&R Credit Facility Lenders” means, collectively, the lenders under the A&R Credit Facility.
5. “A&R Credit Facility Term Sheet” means the term sheet describing the material terms of the A&R Credit Facility, attached as Schedule 1 to Exhibit A of the *Notice of Filing of the Third Plan Supplement* [Docket No. 2316].
6. “Administrative Claim” means a Claim for costs and expenses of administration of the Estates under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the Chapter 11 Cases; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930; and (d) Adequate Protection Superpriority Claims (as defined in the Cash Collateral Order).
7. “Affiliate” means, with respect to any Entity, all Entities that would fall within the definition assigned to such term in section 101(2) of the Bankruptcy Code if such Entity was a debtor in a case under the Bankruptcy Code.

8. “Allowed” means, with respect to any Claim or Interest, a Claim or an Interest expressly allowed under the Plan, under the Bankruptcy Code, or by a Final Order, as applicable.

9. “Assumption List” means the list of Executory Contracts and Unexpired Leases that shall be assumed by the Debtors pursuant to the Plan attached as Exhibit B to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150] and as may be amended from time to time.

10. “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

11. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas.

12. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

13. “Bar Date” means the applicable deadline set by the Bankruptcy Court pursuant to this Plan, the Bar Date Order, or other Final Order by which Proofs of Claim must be filed with respect to a Claim.

14. “Bar Date Order” means the *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(B)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including Section 503(B)(9) Requests, (IV) Approving Notice of Bar Dates, and (V) Granting Related Relief* [Docket No. 636].

15. “Business Day” means any day, other than a Saturday, Sunday, or “legal holiday” (as such term is defined in Bankruptcy Rule 9006(a)).

16. “Cash” means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

17. “Cash Collateral” has the meaning set forth in section 363(a) of the Bankruptcy Code.

18. “Cash Collateral Order” means either a further interim or final cash collateral order, based upon the *Seventh Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 2135].

19. “Cause of Action” means, without limitation, any Claim, Interest, claim, damage, remedy, cause of action, controversy, demand, right, right of setoff, action, cross claim, counterclaim, recoupment, claim for breach of duty imposed by law or in equity, action, Lien, indemnity, contribution, reimbursement, guaranty, debt, suit, class action, third-party claim, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, direct or indirect, choate or inchoate, liquidated or unliquidated, suspected or unsuspected, disputed or undisputed, secured or unsecured, assertable or existing directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, statutory or otherwise, under the Bankruptcy Code or applicable non-bankruptcy law, or pursuant to any other theory of law. For the avoidance of doubt, Causes of Action include: (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, or 553 of the Bankruptcy Code or similar non-U.S. or state law; and (d) such claims and defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

20. “CB&I” means CB&I LLC, a wholly owned subsidiary of McDermott International, Inc.

21. “CCZJV-GPX” means the hybrid joint venture between ZII, CB&I, and Chiyoda with respect to the GPX Project.

22. “Chapter 11 Cases” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

23. “Chiyoda” means Chiyoda International Corporation.

24. “Claim” means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

25. “Claims and Noticing Agent” means Verita Global, LLC, formerly known as Kurtzman Carson Consultants, LLC, as claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

26. “Claims Objection Deadline” means ninety (90) calendar days after the Effective Date, subject to extension as set forth in Article VII.A hereof.

27. “Claims Register” means the official register of Claims against and Interests in the Debtors maintained by the Claims and Noticing Agent.

28. “Class” means a class of Claims or Interests as set forth in Article III hereof pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

29. “CM/ECF” means the Bankruptcy Court’s Case Management and Electronic Case Filing system.

30. “Committee” means the Statutory Unsecured Claimholders’ Committee, appointed by the U.S. Trustee pursuant to section 1102 of the Bankruptcy Code on June 4, 2024 [Docket No. 176] and reconstituted by the U.S. Trustee on January 27, 2025 [Docket No. 2003].

31. “Confirmation” means the Bankruptcy Court’s entry of the Confirmation Order on the docket of the Chapter 11 Cases.

32. “Confirmation Date” means the date upon which the Bankruptcy Court confirms this Plan pursuant to section 1129 of the Bankruptcy Code.

33. “Confirmation Hearing” means the hearing held by the Bankruptcy Court on the confirmation of this Plan, pursuant to Bankruptcy Rule 3020(b)(2) and sections 1128 and 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

34. “Confirmation Order” means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which shall be in form and substance reasonably satisfactory to the Debtors and the Committee and consistent in all material respects with the terms and conditions of the Plan.

35. “Consummation” means the occurrence of the Effective Date.

36. “Convenience Claim” means any Claim that would otherwise be a General Unsecured Claim that is (a) Allowed in the Convenience Claim Amount or less, or (b) irrevocably reduced to the Convenience Claim Amount at the election of the Holder of an Allowed General Unsecured Claim as evidenced on the ballot timely and validly submitted by such Holder, pursuant to the solicitation procedures approved under the Disclosure Statement Order; *provided, however*, that General Unsecured Claims may not be subdivided into multiple Claims of the Convenience Claim Amount or less for purposes of receiving treatment as a Convenience Claim.

37. “Convenience Claim Amount” means \$25,000.00.

38. “Cure Claim” means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor’s defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under section 365

of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

39. “Debtor Release” means the release set forth in Article VIII.C of this Plan.
40. “Debtors” has the meaning set forth in the introduction hereof.
41. “Deferred Compensation Plan” means the supplemental non-qualified deferred compensation plan providing tax deferred income for certain employees of the Debtors.
42. “Deferred Compensation Plan Claims” means any Claim against any Debtor derived from, based upon, or arising under the Deferred Compensation Plan.
43. “Disallowed” means, with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtors which: (i) has been disallowed, in whole or in part, by a Final Order; (ii) has been withdrawn by agreement of the Holder thereof and the Debtors or Reorganized Debtors in whole or in part; (iii) has been withdrawn, in whole or in part, by the Holder thereof; (iv) if listed in the Schedules as zero or as Disputed, contingent, or unliquidated and in respect of which a Proof of Claim or a proof of Interest, as applicable, has not been timely filed or deemed timely filed pursuant to this Plan, the Bankruptcy Code, any Final Order, or other applicable law; (v) has been reclassified, expunged, subordinated, or estimated to the extent that such reclassification, expungement, subordination, or estimation results in a reduction in the filed amount of any Proof of Claim or proof of Interest; (vi) is evidenced by a Proof of Claim or a proof of Interest which has been filed, or which has been deemed to be filed under applicable law or order of the Bankruptcy Court, or which is required to be filed by order of the Bankruptcy Court, but as to which such Proof of Claim or proof of Interest was not timely or properly filed; (vii) is unenforceable to the extent provided in sections 502(b) or 502(e) of the Bankruptcy Code, including because such Claim asserts a right of reimbursement or contribution that is contingent as of the Effective Date; or (viii) subject to the Debtor Release, where the holder of a Claim is a Person or Entity from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, unless such Person, Entity or transferee has paid the amount, or turned over any such property, for which such Person, Entity, or transferee is liable under sections 522(i), 542, 543, 550, or 553 of the Bankruptcy Code. In each case a Disallowed Claim or a Disallowed Interest is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination, or estimation.
44. “Disclosure Statement” means the disclosure statement in respect of this Plan, including all exhibits and schedules thereto, as approved or ratified by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.
45. “Disclosure Statement Order” means one or more orders entered by the Bankruptcy Court: (i) finding that the Disclosure Statement (including any amendment, supplement, or modification thereto) contains adequate information pursuant to section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017, and (ii) authorizing the use of the Disclosure Statement for soliciting votes on the Plan.
46. “Disputed” means, as to a Claim or an Interest, a Claim or an Interest that is (a) neither Allowed nor Disallowed under this Plan or a Final Order, nor deemed Allowed under sections 502, 503, or 1111 of the Bankruptcy Code; (b) subject to an objection or a request for estimation Filed by the Claims Objection Deadline by any party in interest, and such objection or request for estimation has not been withdrawn or determined by a Final Order; or (c) is contingent or unliquidated and not otherwise Allowed by a Final Order.
47. “Distribution Agent” means the Reorganized Debtors or the Entity or Entities selected by the Debtors or the Reorganized Debtors, as applicable, to make or facilitate distributions pursuant to this Plan for all Claims other than General Unsecured Claims.
48. “Distribution Record Date” means the record date for purposes of making distributions under this Plan on account of Allowed Claims, which shall be the Effective Date.

49. “Effective Date” means the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A of this Plan have been satisfied or waived in accordance with Article IX.B of this Plan. Any action to be taken on the Effective Date may be taken on the Effective Date or as soon as reasonably practicable thereafter.

50. “Employee Obligations” means any existing obligations to employees, independent contractors, and retirees of the Debtors to be assumed, Reinstated, or honored, as applicable, in accordance with Article IV.L of this Plan, including the Deferred Compensation Plan.

51. “Entity” means any entity, as defined in section 101(15) of the Bankruptcy Code.

52. “Equity Security” means any equity security, as defined in section 101(16) of the Bankruptcy Code, in a Debtor.

53. “Estate” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

54. “Exculpated Parties” means, collectively, and in each case in its capacity as such, the Debtors, the Committee, and each member of the Committee.

55. “Executory Contract” means a contract to which one or more of the Debtors are a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

56. “Exit Intercreditor Agreement” means that certain junior lien intercreditor agreement (which shall be consistent in all material respects with the terms set forth in the term sheet attached as Exhibit B to the Confirmation Order), by and among the A&R Credit Facility Agent, as agent under the A&R Credit Facility, Sunbelt, as lender under the Sunbelt Promissory Note and the GUC Note Collateral Agent, as collateral agent under the GUC Note, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

57. “Federal Judgment Rate” means the federal judgment rate in effect as of the Petition Date.

58. “File” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases. “Filed” and “Filing” shall have correlative meanings.

59. “Final Order” means, as applicable, an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the relevant subject matter, that has not been reversed, stayed, modified, or amended and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing has been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; *provided, however*, for the avoidance of any doubt, an order or judgment that is subject to appeal shall not constitute a Final Order even if a stay of such order or judgment pending resolution of the appeal has not been obtained; *provided, further*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order will not preclude such order from being a Final Order.

60. “General Unsecured Claim” means any Unsecured Claim against the Debtors that is not: (a) an Administrative Claim; (b) a Professional Fee Claim; (c) a Priority Tax Claim; (d) a Restructuring Expense; (e) an Other Priority Claim; (f) a Deferred Compensation Plan Claim; (g) a Convenience Claim; or (h) an Intercompany Claim. For the avoidance of doubt, General Unsecured Claims include (x) Claims resulting from the rejection of Executory Contracts and Unexpired Leases, and (y) Claims resulting from litigation against one or more of the Debtors, arising prior to the Petition Date.

61. “Golden Pass” means Golden Pass LNG Terminal LLC, f/k/a Golden Pass Products LLC.
62. “Governing Body” means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Reorganized Debtors, as applicable.
63. “Governmental Unit” means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.
64. “GPX Administrative Claims” means GPX Claims for amounts due in connection with the GPX Project incurred by ZII between May 21, 2024 and July 25, 2024 that constitute Administrative Claims.
65. “GPX Claims” means Claims for ZII’s obligations to vendors and subcontractors (including ZII’s share of Pool A and Pool B obligations of CCZJV-GPX and MZJV-GPX, respectively, but excluding obligations to ZII and its affiliates) for amounts validly due for goods and/or services in respect of the GPX Project.
66. “GPX Direct Payment Cap” means the Direct Payment Cap (as defined in the GPX Settlement Documents).
67. “GPX Excess Claims Stipulation” means the joint stipulation of facts and agreed determination between the Debtors and Golden Pass determining the amount of Excess Claims (as defined in the GPX Settlement Term Sheet, attached as Exhibit A to the GPX Interim Settlement Order) under the GPX Settlement, attached as Exhibit G to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150].
68. “GPX Final Settlement Order” means the *Final Order (I) Approving the Settlement By and Among the Debtors, Golden Pass LNG Terminal LLC, CB&I LLC, Chiyoda International Corporation, and CCZJV (II) Authorizing the Parties to Perform Any and All Obligations Contemplated By the Settlement, and (III) Granting Related Relief* [Docket No. 744].
69. “GPX Interim Settlement Order” means the *Interim Order (I) Approving the Settlement By and Among the Debtors, Golden Pass LNG Terminal LLC, CB&I LLC, Chiyoda International Corporation, and CCZJV (II) Authorizing the Parties to Perform Any and All Obligations Contemplated By the Settlement, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Docket Nos. 610 (Sealed); 625 (Redacted)].
70. “GPX L/C” means the *Irrevocable Standby Letter of Credit*, No. 3139428, dated February 25, 2019, as amended, issued by the GPX L/C Issuer.
71. “GPX L/C Issuer” means the Prepetition Credit Facility Agent.
72. “GPX L/C Permitted Draws” means Golden Pass’s right, pursuant to the terms of the GPX Settlement, to make the GPX L/C Scheduled Draws; *provided, however*, that pursuant to **Article IV.B** hereof and the GPX Excess Claims Stipulation, the Debtors may wire Cash to Golden Pass in the amount of each Scheduled Draw on or before the date each Scheduled Draw is due under the GPX Settlement, in lieu of Golden Pass making each Scheduled Draw against the GPX L/C.
73. “GPX L/C Scheduled Draws” means Golden Pass’s right to draw on the GPX L/C in specified amounts on specified dates in accordance with the GPX Settlement; *provided, however*, that pursuant to **Article IV.B** hereof and the GPX Excess Claims Stipulation, the Debtors may wire Cash to Golden Pass in the amount of each Scheduled Draw on the date each Scheduled Draw is due under the GPX Settlement, in lieu of Golden Pass making each Scheduled Draw against the GPX L/C.
74. “GPX Parent Guarantee” means that certain guarantee executed by ZHI in favor of Golden Pass (as amended, supplemented, or otherwise modified), related to the GPX Project.

75. “GPX Project” means the Golden Pass liquefied natural gas project under construction in Sabine Pass, Texas.

76. “GPX Settlement” means the settlement among the GPX Settlement Parties resolving disputes related to the GPX Project, as set forth in the GPX Settlement Documents, and approved on a final basis under the GPX Final Settlement Order.

77. “GPX Settlement Dispute Opinion” means the *Memorandum Opinion* [Docket No. 1266], dated October 29, 2024.

78. “GPX Settlement Dispute Order” means the *Order* [Docket No. 1267], dated October 29, 2024.

79. “GPX Settlement Documents” means, collectively, the GPX Final Settlement Order, the GPX Interim Settlement Order, the GPX Settlement Term Sheet (attached as Exhibit A to the GPX Interim Settlement Order), the Confidential Settlement Agreement and Release in Connection with the Settlement Term Sheet [Docket No. 739], the GPX Excess Claims Stipulation, and all ancillary documents contemplated by and related to the foregoing documents.

80. “GPX Settlement Parties” means the Debtors, Golden Pass, CCZJV-GPX, CB&I, and Chiyoda.

81. “GUC Note Administrative Agent” means, solely in its capacity as such, an Entity selected by the Committee, reasonably acceptable to the Debtors, to serve as the administrative agent of the GUC Promissory Notes, and any successor thereto, on behalf of the Holders of Allowed General Unsecured Claims in accordance with the GUC Note Documents. The identity of the initial GUC Note Administrative Agent shall be disclosed at or prior to the Confirmation Hearing.

82. “GUC Note Collateral Agent” means, solely in its capacity as such, an Entity selected by the Committee and reasonably acceptable to the Debtors, to serve as the collateral agent of the GUC Promissory Notes, and any successor thereto, on behalf of the Holders of Allowed General Unsecured Claims in accordance with the GUC Note Documents. The identity of the initial GUC Note Collateral Agent shall be disclosed at or prior to the Confirmation Hearing.

83. “GUC Note Purchase Agreement” means that certain note purchase agreement to be entered into, on or before the Effective Date, by the Debtors and the GUC Note Administrative Agent on behalf of Holders of Allowed General Unsecured Claims, pursuant to which ZHI shall issue the GUC Promissory Notes on the terms set forth in the GUC Note Term Sheet.

84. “GUC Note Documents” means any documents governing the GUC Promissory Notes, including the GUC Note Term Sheet, GUC Note Purchase Agreement, the Exit Intercreditor Agreement, and any amendments, modifications, and supplements thereto, and together with any related commitments, notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

85. “GUC Note Term Sheet” means the term sheet describing the material terms of the GUC Promissory Notes, attached as Exhibit F to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150], and shall be acceptable to the Committee.

86. “GUC Promissory Notes” means the secured promissory notes to be issued pursuant to the GUC Note Purchase Agreement and this Plan in a face amount equal to the aggregate Allowed amount of General Unsecured Claims (inclusive of postpetition interest accrued at the Federal Judgment Rate) and on the terms set forth in the GUC Note Term Sheet.

87. “Holder” means a Person or an Entity holding a Claim against, or an Interest in, any Debtor, as applicable, including any Person or Entity that is the record or beneficial owner, nominee, investment advisor, sub-advisor, or manager of discretionary accounts that hold any Claim against or Interest in any Debtor.

88. “Impaired” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

89. “Indemnification Obligation” means any existing indemnification obligations to be assumed, Reinstated, or honored, as applicable, in accordance with Article IV.K of this Plan.

90. “Intercompany Claim” means any Claim against a Debtor held by another Debtor or a non-Debtor Affiliate.

91. “Intercompany Interest” means any Interest in a Debtor held by another Debtor.

92. “Interest” means, collectively, (a) any Equity Security in any Debtor and (b) any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor that existed immediately before the Effective Date.

93. “Judicial Code” means title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

94. “Lien” means any lien, as defined in section 101(37) of the Bankruptcy Code.

95. “MZJV-GPX” means the joint venture between ZII and CB&I with respect to the GPX Project.

96. “Order” means any judgment, order, award, injunction, writ, permit, license, or decree of any Governmental Body or arbitrator of applicable jurisdiction.

97. “Organizational Documents” means the organizational and governance documents for the Debtors, as may be amended to give effect to the Restructuring Transactions as contemplated by the Plan, including, without limitation, any applicable certificates of incorporation, certificates of formation, or certificates of limited partnership (or equivalent organizational documents), bylaws, and limited liability company agreements.

98. “Other Priority Claim” means any Claim, other than an Administrative Claim or Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

99. “Other Secured Claim” means any Secured Claim against the Debtors other than the Prepetition Credit Facility Claims.

100. “Parent Capital Contribution” means a capital contribution to be made on or prior to the Effective Date to ZHI by the immediate parent company of ZHI, totaling \$53 million and comprised of (x) \$30 million in Cash and (y) the cancellation of intercompany liabilities owed by the Debtors in an amount equal to \$23 million.

101. “Person” has the meaning set forth in section 101(41) of the Bankruptcy Code.

102. “Petition Date” means the date on which the Debtors commenced the Chapter 11 Cases, May 21, 2024.

103. “Plan” means this joint plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, supplemented, or otherwise modified from time to time, including all exhibits, schedules, supplements, appendices, annexes, and attachments hereto, as may be altered, amended, supplemented, or otherwise modified from time to time in accordance with Article IX.A hereof, including the Plan Supplement (as altered, amended, supplemented, or otherwise modified from time to time), which is incorporated by reference herein and made part of the Plan as if set forth herein; *provided, however*, that the Debtors shall obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alterations, amendments, supplements, or modifications to the Plan impacting the treatment of Holders of General Unsecured Claims under the Plan.

104. “Plan Supplement” means the compilation of documents and forms of documents, agreements, schedules, and exhibits to this Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and the Bankruptcy Rules), the initial drafts of certain of such documents to be Filed by the Debtors no later than seven (7) calendar days before the deadline to object to confirmation of this Plan to the extent available, or such later date as may be approved by the Bankruptcy Court, including the following, as applicable: (a) the Organizational Documents (solely to the extent that the Debtors determine, in their sole discretion, that any amendments to such Organizational Documents are necessary to effectuate the Restructuring Transactions on the Effective Date); (b) the Assumption List; (c) the Rejection List; (d) the Schedule of Retained Causes of Action; (e) the A&R Credit Facility Term Sheet; (f) the GUC Note Term Sheet; and (g) the GPX Excess Claims Stipulation; *provided, however*, that the Debtors shall obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alterations, amendments, supplements, or modifications to the Plan Supplement impacting the treatment of Holders of General Unsecured Claims under the Plan.

105. “Prepetition Credit Agreement” means the *Third Amendment to Second Amended and Restated Credit Agreement*, dated as of May 2, 2023 (as amended, amended and restated, supplemented, or otherwise modified from time to time), among the Prepetition Loan Parties, the Prepetition Lenders, the Prepetition Credit Facility Agent, and each other party thereto.

106. “Prepetition Credit Facility” means the senior secured credit facility, including the Prepetition Revolving Facility, Prepetition L/C Facility, and Prepetition Term Loan Facility, governed by the Prepetition Credit Agreement.

107. “Prepetition Credit Facility Agent” means Bank of America, N.A., in its capacity as the administrative agent under the Prepetition Credit Agreement.

108. “Prepetition Credit Facility Claims” means any Claim against any Debtor derived from, based upon, or arising under the Prepetition Credit Facility, including the Prepetition Revolver Claims, Prepetition L/C Claims, and Prepetition Term Loan Claims.

107. “Prepetition Intercreditor Agreement” means that certain intercreditor agreement executed on January 25, 2013 by and between the Prepetition Credit Facility Agent and the Sureties.

109. “Prepetition L/C Claims” means any Claim against any Debtor derived from, based upon, or arising under the Prepetition L/C Facility.

110. “Prepetition L/C Facility” means the senior secured letter of credit facility provided under the Prepetition Revolving Facility.

111. “Prepetition Lenders” means, collectively, the lenders under the Prepetition Credit Facility.

112. “Prepetition Loan Parties” means ZHI, Zachry EPC Holdings, LLC, and Zachry Plan Services Holdings, Inc., as borrowers, and the guarantors party to that certain *Third Amended and Restated Continuing Guaranty*, dated as of May 2, 2023.

113. “Prepetition Revolver Claims” means any Claim against any Debtor derived from, based upon, or arising under the Prepetition Revolving Facility.

114. “Prepetition Revolving Facility” means the senior secured revolving credit facility, including a swing line facility and the Prepetition L/C Facility, provided under the Prepetition Credit Facility.

115. “Prepetition Secured Parties” means, collectively, the Prepetition Credit Facility Agent and the Prepetition Lenders.

116. “Prepetition Term Loan Claims” means any Claim against any Debtor derived from, based upon, or arising under the Prepetition Term Loan Facility.

117. “Prepetition Term Loan Facility” means the senior secured term loan facility provided under the Prepetition Credit Facility.

118. “Priority Tax Claim” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

119. “Professional” means any Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

120. “Professional Fee Claim” means any Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

121. “Proof of Claim” means a written proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

122. “Reinstatement” means, with respect to a Claim or Interest, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. “Reinstated” and “Reinstate” shall have correlative meanings.

123. “Rejection List” means the list of Executory Contracts and Unexpired Leases that shall be rejected by the Debtors pursuant to the Plan attached as Exhibit C to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150] and as may be amended from time to time.

124. “Related Party” means with respect to an Entity, collectively, (a) such Entity’s current and former Affiliates and (b) such Entity’s current and former Affiliates’ respective directors, managers, officers, shareholders, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns (whether by operation of law or otherwise), subsidiaries, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, managers, fiduciaries, trustees, employees, agents (including any disbursing agent), advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, other representatives, and other professionals, representatives, advisors, predecessors, successors, and assigns, each solely in their capacities as such (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), and the respective heirs, executors, estates, and nominees of the foregoing.

125. “Released Avoidance Actions” means any and all avoidance, recovery, subordination, or other Claims and Causes of Action that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 510, 542, 544, 545, and 547 through and including 553 of the Bankruptcy Code, or other similar or related state, federal, or foreign statutes, common law, or other applicable law.

126. “Released Party” means, collectively, the following Entities, in each case in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) each member of the Committee; (d) the Prepetition Credit Facility Agent; (e) the A&R Credit Facility Agent; (f) the Released Prepetition Lenders; (g) Golden Pass, but solely with respect to the Debtors, the Debtors’ Related Parties, and Holders of Claims related to the GPX Project, consistent with the GPX Settlement; (h) the Sureties; (i) all Releasing Parties; and (j) each Related Party of each Entity in clause (a) through (i); *provided, however*, in each case, an Entity shall not be a Released Party if it: (i) elects to opt out of the Third-Party Release or (ii) Files with the Bankruptcy Court an objection to the Plan, including with respect to the

Third-Party Release, that is not consensually resolved before Confirmation or otherwise supports any such objection or objector.

127. “Released Prepetition Lenders” means, collectively, the Prepetition Lenders that do not elect to opt-out of, or that do not object to, the Third-Party Release.

128. “Releasing Party” means, collectively, the following Entities, in each case in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) each member of the Committee; (d) the Prepetition Credit Facility Agent; (e) the A&R Credit Facility Agent; (f) the Released Prepetition Lenders; (g) Golden Pass, but solely with respect to the Debtors and the Debtors’ Related Parties consistent with the GPX Settlement; (h) the Sureties; (i) all Holders of Claims who vote to accept the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release provided in the Plan; (j) all Holders of Claims or Interests who are deemed to accept the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the Third-Party Release provided in the Plan; (k) all Holders of Claims or Interests who are deemed to reject the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the Third-Party Release provided in the Plan; (l) all Holders of Claims who abstain from voting on the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release provided in the Plan; (m) all Holders of Claims who vote to reject the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release provided in the Plan; and (n) each Related Party of each Entity in clause (a) through (m) for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law; *provided, however*, notwithstanding anything to the contrary in this Plan, current employees of the Debtors as of the Voting Record Date shall not be Releasing Parties under this Plan.

129. “Reorganized Debtor” means a Debtor, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Effective Date, unless otherwise dissolved pursuant to this Plan.

130. “Restructuring Expenses” means the actual, reasonable, and documented fees and expenses of the Prepetition Lenders, subject to the terms of the Prepetition Credit Facility or any applicable fee reimbursement letter between any Entity and the Debtors, as the case may be.

131. “Restructuring Transactions” means the transactions described in Article IV.C of this Plan.

132. “Schedule of Retained Causes of Action” means the schedule of certain Causes of Action of the Debtors (attached as Exhibit D to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150]) that, notwithstanding anything to the contrary in the Plan, are not released, waived, or transferred pursuant to this Plan, as the same may be amended, modified, or supplemented from time to time.

133. “Schedules” means, collectively, the schedules of assets and liabilities and statements of financial affairs Filed by the Debtors on July 16, 2024 [Docket Nos. 511-52] pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as amended on August 30, 2024 [Docket Nos. 855-64], on December 2, 2024 [Docket No. 1564], and on December 20, 2024 [Docket Nos. 1770-75], and as the same may be further amended, modified, or supplemented from time to time.

134. “Secured Claim” means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

135. “Securities Act” means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a-77aa, or any similar federal, state, or local Law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

136. “SIR” means any self-insured retention under the Debtors’ insurance policies.

137. “Sunbelt” means Sunbelt Rentals, Inc. or its duly authorized agent on behalf of itself and its affiliates.

138. “Sunbelt Promissory Note” means that certain secured promissory note to be issued by Zachry Holdings, Inc. to Sunbelt on the terms set forth in the Sunbelt Term Sheet.

139. “Sunbelt Term Sheet” means Exhibit A attached to the *Stipulation and Agreed Order Regarding Sunbelt Claims* [Docket No. 2284].

140. “Sureties” means Travelers Casualty & Surety Company of America and Pacific Indemnity Company.

141. “Third-Party Release” means the release set forth in **Article VIII.D** of this Plan.

142. “Unexpired Lease” means a lease to which one or more of the Debtors are a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

143. “Unimpaired” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

144. “Unsecured Claim” means any Claim that is not a Secured Claim.

145. “U.S. Trustee” means the Office of the United States Trustee.

146. “Voting Record Date” means the record date for determining whether any Holder of an Impaired Claim is entitled to vote to accept or reject the Plan, as established pursuant to the Disclosure Statement Order.

148. “Workers’ Compensation Program” means the Debtors’ (a) written contracts, agreements, and agreements of indemnity, in each case relating to workers’ compensation, (b) self-insured workers’ compensation bonds, policies, programs, and plans for workers’ compensation, and (c) workers’ compensation insurance issued to or entered into at any time by any of the Debtors.

149. “Zachry Interests” means the Interests in ZHI.

150. “ZHI” means Zachry Holdings, Inc.

151. “ZII” means Zachry Industrial, Inc.

B. Rules of Interpretation.

For purposes of this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with this Plan or the Confirmation Order, as applicable; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and

assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits contained in the Plan Supplement; (7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (8) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation”; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (10) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (11) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (12) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (13) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (14) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of this Plan, all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (15) unless otherwise specified, any action to be taken on the Effective Date may be taken on the Effective Date or as soon as reasonably practicable thereafter.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If any payment, distribution, act, or deadline under this Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act, or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Texas, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of this Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan, and the Confirmation Order (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided, however*, corporate or limited liability company governance matters relating to the Debtors or the Reorganized Debtors, shall be governed by the laws of the state of incorporation or formation (as applicable) of the applicable Debtor or the Reorganized Debtor.

E. Reference to Monetary Figures.

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America, unless otherwise expressly provided herein.

F. Controlling Document.

In the event of an inconsistency between this Plan and the Disclosure Statement, the terms of this Plan shall control in all respects. In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant provision in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of any inconsistency between the Plan and the GPX Settlement Documents with respect to the terms of the GPX Settlement, the GPX Settlement Documents shall control. In the event of an inconsistency between the Confirmation Order and this Plan, the Confirmation Order shall control.

ARTICLE II.
ADMINISTRATIVE AND PRIORITY CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, Priority Tax Claims, and Restructuring Expenses have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in **Article III** hereof.

A. Administrative Claims.

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Reorganized Debtors, as applicable, or otherwise provided for under the Plan, to the extent an Allowed Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims, Claims for fees and expenses pursuant to section 1930 of chapter 123 of the Judicial Code, and Restructuring Expenses) shall be paid in full an amount of Cash equal to the amount of the unpaid portion of such Allowed Administrative Claim in full and final satisfaction, compromise, settlement, release, and discharge of such Administrative Claim in accordance with the following: (1) if such Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date, or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed on or prior to the Effective Date, the first Business Day after the date that is thirty (30) days after the date such Administrative Claim is Allowed, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business, in accordance with the terms and conditions of the particular transaction or course of business giving rise to such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by the Holder of such Allowed Administrative Claim and the Debtors or the Reorganized Debtors, as applicable; or (5) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Administrative Claim.

For the avoidance of doubt, and notwithstanding anything to the contrary in the Plan, any Allowed Administrative Claims that are GPX Administrative Claims to the extent not satisfied prior to the Effective Date, if any, shall be paid by Golden Pass in accordance with the terms of the GPX Settlement Documents and this Plan.

B. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash as soon as practicable after such Professional Fee Claims are Allowed.

2. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in this Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of this Plan and Consummation incurred by the Debtors (including for the avoidance of doubt the Committee's Professional fees and expenses). Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

D. Restructuring Expenses.

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date (or, with respect to necessary post-Effective Date matters, after the Effective Date), shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth herein, without any requirement to File a fee application with the Bankruptcy Court, without the need for itemized time detail, or without any requirement for Bankruptcy Court review or approval. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. On the Effective Date, invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. After the Effective Date, the Debtors and Reorganized Debtors (as applicable) shall continue to pay when due and payable in the ordinary course of their business any unpaid Restructuring Expenses that were incurred on, before, or after the Effective Date.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. Classification of Claims and Interests.

This Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in **Article II** of this Plan (or as otherwise set forth herein), all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, Professional Fee Claims, Priority Tax Claims, or Restructuring Expenses, as described in **Article II**.

A Claim or an Interest, or any portion thereof, is classified in a particular Class only to the extent that any portion of such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under this Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims against and Interests in the Debtors pursuant to this Plan is as follows:

Class	Claim or Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Presumed to Accept; Not Entitled to Vote
2	Other Priority Claims	Unimpaired	Presumed to Accept; Not Entitled to Vote
3	Prepetition Credit Facility Claims	Impaired	Entitled to Vote
4	Deferred Compensation Plan Claims	Unimpaired	Presumed to Accept; Not Entitled to Vote
5	Convenience Claims	Unimpaired	Presumed to Accept; Not Entitled to Vote
6	General Unsecured Claims	Impaired	Entitled to Vote

Class	Claim or Interest	Status	Voting Rights
7	Intercompany Claims	Impaired/Unimpaired	Presumed to Accept / Presumed to Reject; Not Entitled to Vote
8	Intercompany Interests	Impaired/Unimpaired	Presumed to Accept / Presumed to Reject; Not Entitled to Vote
9	Zachry Interests	Unimpaired	Presumed to Accept; Not Entitled to Vote

B. Formation of Debtor Groups for Convenience Only.

This Plan is a separate plan of reorganization for each Debtor. This Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, Confirmation of this Plan, and making distributions in respect of Claims against and Interests in the Debtors under this Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any assets. Except as otherwise provided by or permitted under this Plan, all Debtors shall continue to exist as separate legal entities. The Plan is not premised on, and does not provide for, the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in the Plan, or otherwise.

C. Treatment of Claims and Interests.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under this Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent less favorable treatment is agreed to by the Reorganized Debtors and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

1. Class 1 – Other Secured Claims.

- a. Classification: Class 1 consists of all Other Secured Claims.
- b. Treatment: In full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each Holder of such Allowed Other Secured Claim shall receive, at the option of the applicable Debtor or Reorganized Debtor, either:
 - i. payment in full in Cash of its Allowed Other Secured Claim;
 - ii. the collateral securing its Allowed Other Secured Claim;
 - iii. Reinstatement of its Allowed Other Secured Claim; or
 - iv. such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

For the avoidance of doubt, and notwithstanding anything to the contrary in this Plan, the treatment provided to any Allowed Other Secured Claim that is a GPX Claim that has not been satisfied prior to the Effective Date, if any, shall be provided by Golden Pass in accordance with the terms of the GPX Settlement Documents and this Plan.

- c. Voting: Allowed Other Secured Claims in Class 1 are Unimpaired. Each Holder of an Allowed Other Secured Claim shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.

2. Class 2 – Other Priority Claims.
 - a. Classification: Class 2 consists of all Other Priority Claims.
 - b. Treatment: In full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim shall receive Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
 - c. Voting: Allowed Other Priority Claims in Class 2 are Unimpaired. Each Holder of an Allowed Other Priority Claim shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.
3. Class 3 – Prepetition Credit Facility Claims.
 - a. Classification: Class 3 consists of all Prepetition Credit Facility Claims.
 - b. Allowance: On the Effective Date, all Prepetition Credit Facility Claims shall be deemed Allowed, and not subject to any counterclaim, defense, offset, or reduction of any kind, in an aggregate amount not less than \$281,250,000, *plus* any obligations, unpaid fees, unpaid premiums, and accrued and unpaid interest as of the Petition Date due and owing to Holders of Prepetition Credit Facility Claims under the Prepetition Credit Facility.
 - c. Treatment: In exchange for full and final satisfaction, settlement, release, and discharge of (including any Liens related thereto) each Allowed Prepetition Credit Facility Claim, each Holder of an Allowed Prepetition Credit Facility Claim shall, on the Effective Date, become party to, and bound by, the A&R Credit Facility on account of such Holder's Allowed Prepetition Credit Facility Claim, on the terms set forth in the A&R Credit Facility Documents.
 - d. Voting: Allowed Prepetition Credit Facility Claims in Class 3 are Impaired. Each Holder of an Allowed Prepetition Credit Facility Claim shall be entitled to vote to accept or reject this Plan.
4. Class 4 – Deferred Compensation Plan Claims.
 - a. Classification: Class 4 consists of all Deferred Compensation Plan Claims.
 - b. Treatment: Except to the extent that a Holder of an Allowed Deferred Compensation Plan Claim agrees to less favorable treatment, each Allowed Deferred Compensation Plan Claim shall be Reinstated pursuant to section 1124 of the Bankruptcy Code, and each such Holder's rights under the Deferred Compensation Plan shall be honored by the Reorganized Debtors in accordance with the terms of the Deferred Compensation Plan.
 - c. Voting: Allowed Deferred Compensation Plan Claims in Class 4 are Unimpaired. Each Holder of an Allowed Deferred Compensation Plan Claim shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.
5. Class 5 – Convenience Claims.
 - a. Classification: Class 5 consists of all Convenience Claims.
 - b. Treatment: Except to the extent that a Holder of an Allowed Convenience Claim agrees to less favorable treatment, each Holder of an Allowed Convenience Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Allowed Convenience Claim, on

the Effective Date or as soon as practicable thereafter, Cash in an amount equal to such Holder's Allowed Convenience Claim (excluding any interest that may be owed on such Claim), but in no event shall distributions on account of any Allowed Convenience Claim exceed the Convenience Claim Amount.

- c. Voting: Allowed Convenience Claims in Class 5 are Unimpaired. Each Holder of an Allowed Convenience Claim shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.
6. Class 6 – General Unsecured Claims.
 - a. Classification: Class 6 consists of all General Unsecured Claims.
 - b. Treatment: Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed General Unsecured Claim shall receive, in exchange for full and final satisfaction, settlement, release, and discharge of such Claim, a GUC Promissory Note in the principal amount of its Allowed General Unsecured Claim, inclusive of postpetition interest accrued at the Federal Judgment Rate from the Petition Date through the Effective Date; *provided, however*, notwithstanding anything to the contrary in this Plan, all Allowed General Unsecured Claims that are GPX Claims, to the extent not satisfied prior to the Effective Date shall be paid by Golden Pass in accordance with the terms of the GPX Settlement Documents and this Plan.
 - c. Voting: Allowed General Unsecured Claims in Class 6 are Impaired. Each Holder of an Allowed General Unsecured Claim shall be entitled to vote to accept or reject this Plan.
 7. Class 7 – Intercompany Claims.
 - a. Classification: Class 7 consists of all Intercompany Claims.
 - b. Treatment: On the Effective Date, or as soon as reasonably practicable thereafter, Allowed Intercompany Claims shall be, at the option of the applicable Debtor, Reinstated, converted to equity, or otherwise set off, settled, distributed, contributed, canceled, or released to the extent reasonably determined to be appropriate by the Debtors or Reorganized Debtors, as applicable.
 - c. Voting: Allowed Intercompany Claims in Class 7 are either (i) Unimpaired and are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired and are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders of Intercompany Claims are not entitled to vote to accept or reject this Plan.
 8. Class 8 – Intercompany Interests.
 - a. Classification: Class 8 consists of all Intercompany Interests.
 - b. Treatment: On the Effective Date, Intercompany Interests shall, at the option of the applicable Debtor, be:
 - i. Reinstated; or
 - ii. set off, settled, addressed, distributed, contributed, merged, cancelled, or released.
 - c. Voting: Allowed Intercompany Interests in Class 8 are either (i) Unimpaired and are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy

Code, or (ii) Impaired and are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders of Intercompany Interests are not entitled to vote to accept or reject this Plan.

9. Class 9 – Zachry Interests.

- a. Classification: Class 9 consists of all Zachry Interests.
- b. Treatment: Zachry Interests shall be Reinstated on the Effective Date, and the legal, equitable, and contractual rights to which Holders of Zachry Interests are entitled shall remain unaltered.
- c. Voting: Allowed Zachry Interests in Class 9 are Unimpaired. Holders of Zachry Interests shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.

D. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in this Plan, nothing under this Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claims, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

E. Elimination of Vacant Classes.

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

F. Acceptance by Impaired Classes.

An Impaired Class of Claims shall have accepted this Plan, if not counting the vote of any Holder designated under section 1126(e) of the Bankruptcy Code, (i) the Holders of at least two-thirds in amount of the Allowed Claims actually voting in the Class have voted to accept this Plan, and (ii) the Holders of more than one-half in number of the Allowed Claims actually voting in the Class have voted to accept this Plan.

G. Voting Classes, Presumed Acceptance by Non-Voting Classes.

If a Class contains Claims eligible to vote and no Holders of Claims eligible to vote in such Class vote to accept or reject this Plan, the Holders of such Claims in such Class shall be deemed to have accepted this Plan.

H. Intercompany Interests.

To the extent Reinstated under this Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience, for the ultimate benefit of the Holders of Zachry Interests, and in exchange for the Debtors' and Reorganized Debtors' agreement under this Plan to make certain distributions to the Holders of Allowed Claims.

I. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by one or more of the Classes entitled to vote pursuant to Article III.C of this Plan. The Debtors shall seek Confirmation of this Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify this Plan in accordance with Article X of this Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification,

including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

J. No Substantive Consolidation.

Although this Plan is presented as a joint plan of reorganization for administrative purposes, this Plan does not provide for the substantive consolidation of the Debtors' Estates, and on the Effective Date, the Debtors' Estates shall not be deemed to be substantively consolidated for any reason. Except as expressly provided herein, nothing in this Plan, the Confirmation Order, or the Disclosure Statement shall constitute or be deemed to constitute a representation that any one or all of the Debtors is subject to or liable for any Claims against or Interests in any other Debtor. A Claim against or Interest in multiple Debtors will be treated as a separate Claim against or Interest in each applicable Debtor's Estate for all purposes, including voting and distribution; *provided, however*, that no Claim will receive value in excess of one hundred percent (100.0%) of the Allowed amount of such Claim (inclusive of postpetition interest, if applicable and if owed under this Plan) under the Plan for all such Debtors.

K. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired or is properly classified under the Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

L. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Any such contractual, legal, or equitable subordination rights shall be settled, compromised, and released pursuant to this Plan.

ARTICLE IV. MEANS FOR IMPLEMENTATION OF THIS PLAN

A. General Settlement of Claims and Interests.

As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to this Plan, including all General Unsecured Claims and GPX Claims, and any challenge to the amount, validity, perfection, enforceability, priority, or extent of the Prepetition Credit Facility Claims, whether under any provision of chapter 5 of the Bankruptcy Code, based on any equitable theory, or otherwise. This Plan shall be deemed a motion to approve the good faith compromise and settlement of all Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. Subject to Article VI hereof, all distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final.

B. GPX Settlement.

The terms of the GPX Settlement, as approved by the GPX Final Settlement Order, are incorporated into, and are an integral part of, this Plan. Nothing herein modifies the terms of the GPX Settlement or the rights, obligations, and interests of the GPX Settlement Parties under the GPX Settlement Documents. For the avoidance of doubt, the GPX Settlement Parties, as applicable, shall comply with the terms of the GPX Final Settlement Order through and following the Effective Date. Notwithstanding anything to the contrary herein, including Article VIII

hereof, the terms of the GPX Settlement and the GPX Final Settlement Order remain binding on the GPX Settlement Parties and, as applicable, the A&R Credit Facility Agent and A&R Credit Facility Lenders. In the event of any inconsistency between the Plan and the GPX Settlement Documents with respect to the terms of the GPX Settlement, the GPX Settlement Documents shall control.

For the avoidance of doubt, Golden Pass is a Released Party as set forth in this Plan and shall be entitled to the protections of this Plan's release and injunction provisions, including the Third-Party Release, to the fullest extent provided herein and under applicable law. Further, and for the avoidance of doubt, Golden Pass and any property interest of Golden Pass shall be entitled to the protections of this Plan's release and injunction provisions with respect to all Claims that constitute GPX Claims that are satisfied, discharged, and/or released in connection with the GPX Settlement and this Plan, and no Holder of a satisfied GPX Claim shall have any recourse against any Entity, including Golden Pass and its property, on account of such satisfied GPX Claim regardless of whether such Holder is a Releasing Party under this Plan.

In addition, notwithstanding anything to the contrary in this Plan, neither this Plan nor any Restructuring Transaction contemplated herein shall impair Golden Pass's right to make the GPX L/C Permitted Draws, pursuant to the terms of the GPX Settlement and GPX Excess Claims Stipulation. However, pursuant to the GPX Excess Claims Stipulation, the Debtors may wire Cash to Golden Pass in the amount of each Scheduled Draw on or before the date each Scheduled Draw is due under the GPX Settlement, in lieu of Golden Pass making each Scheduled Draw against the GPX L/C. If the Debtors fail to make such Cash payments when due, Golden Pass may make the corresponding Scheduled Draw(s) against the GPX L/C, as contemplated under the GPX Settlement. Upon Golden Pass's receipt of the final GPX L/C Permitted Draw (or the corresponding Cash amounts from the Debtors pursuant to this section), the remaining GPX L/C shall be deemed cancelled, null, and void, without any further notice to or action, order, or approval of the Bankruptcy Court, consistent with the GPX Settlement; Golden Pass shall not be permitted to request any other or additional draws thereunder; and Golden Pass shall be deemed to release, waive, and discharge any and all rights it has or may have in respect of the GPX L/C, the GPX L/C Issuer, and the GPX Parent Guarantee. Until Golden Pass receives the final GPX L/C Permitted Draw (or the corresponding Cash amounts from the Debtors), the Debtors, GPX L/C Issuer, and A&R Credit Facility Lenders, as applicable, shall renew the GPX L/C as necessary, and shall not take any action that would impair, affect, or prejudice Golden Pass's rights to the GPX L/C Permitted Draws. The A&R Credit Facility Agent and A&R Credit Facility Lenders have consented to the GPX L/C Permitted Draws in accordance with the GPX Settlement; the Debtors and/or Reorganized Debtors, the A&R Credit Facility Agent, and the A&R Credit Facility Lenders further have waived, released, and extinguished any claims, defenses, or disputes with respect to the GPX L/C Permitted Draws, and stipulate and agree that all conditions and prerequisites for the GPX L/C Permitted Draws in accordance with the GPX L/C have been met, *provided that*, for each GPX L/C Permitted Draw actually drawn by Golden Pass against the GPX L/C, Golden Pass shall notify the A&R Credit Facility Agent of the GPX L/C Permitted Draw in the manner set forth in Annex A to the GPX L/C, as amended by the parties pursuant to the GPX Settlement.

C. Restructuring Transactions.

Before, on, and after the Effective Date, the Debtors, the Reorganized Debtors, the GUC Note Administrative Agent, or the GUC Note Collateral Agent, as applicable, shall consummate the Restructuring Transactions and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan that are consistent with and pursuant to the terms and conditions of this Plan, including: (1) the execution and delivery of any appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of this Plan, the Plan Supplement, and the Confirmation Order; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan, the Plan Supplement, and the Confirmation Order, and having other terms to which the applicable Entities may agree; (3) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (4) the execution and/or delivery of the A&R Credit Facility Documents and effectiveness of the A&R Credit Facility; (5) the execution and delivery of the GUC Note Documents; (6) the issuance of the GUC Promissory Notes on account of Allowed General Unsecured Claims; (7) the issuance of the Sunbelt Promissory Note; (8) the execution of the Exit Intercreditor Agreement; (9) the Parent Capital Contribution; (10) such other transactions that are required to effectuate the Restructuring Transactions; and (11) all

other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall and shall be deemed to, pursuant to sections 363, 1123, and 1142 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan.

D. The Reorganized Debtors.

Except as otherwise provided herein or as may be provided in the Plan Supplement or the Confirmation Order, each of the Reorganized Debtors shall continue its existence as a separate Entity after the Effective Date, with all the powers thereof, pursuant to the applicable law in the jurisdiction in which each Reorganized Debtor is incorporated and pursuant to the Organizational Documents. On the Effective Date, all Zachry Interests shall be Reinstated and the Reorganized Debtors shall be deemed to adopt and re-affirm the Organizational Documents without any further action, notice, or approval. The Reorganized Debtors shall be authorized to adopt any agreements, documents, and instruments, and to take any other action contemplated under this Plan as necessary to consummate this Plan.

E. Vesting of Assets in the Reorganized Debtors.

Except as otherwise provided in this Plan or any agreement, instrument, or other document incorporated herein, on the Effective Date, all property in each Estate, including all Causes of Action and any property acquired by any of the Debtors pursuant to this Plan, shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in this Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

F. Sunbelt Promissory Note.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the Sunbelt Promissory Note shall: (a) be deemed to be granted; (b) be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Sunbelt Promissory Note and the Exit Intercreditor Agreement; (c) be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Sunbelt Promissory Note; and (d) not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors, Sunbelt and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of this Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

G. GUC Promissory Notes.

On or prior to the Effective Date, the Debtors and the GUC Note Administrative Agent shall execute the GUC Note Documents and the Debtors shall take all steps necessary to issue the GUC Promissory Notes in accordance with the Plan and the GUC Note Documents. If any General Unsecured Claims are Allowed after the Effective Date, within ten (10) Business Days of such Allowance, the Reorganized Debtors shall issue additional GUC Promissory Notes in the amount of such Allowed Claims to ensure that each Holder of an Allowed General Unsecured Claim receives the treatment specified in Article III.C.6 of this Plan. If any General Unsecured Claims Allowed as of the Effective Date are, after the Effective Date, Allowed in a different amount, Disallowed, reclassified, withdrawn, or otherwise altered, the GUC Note Administrative Agent shall update the debt register maintained pursuant to the GUC

Note Documents to account for any such changes to any such General Unsecured Claim, and any GUC Promissory Notes issued on account of a General Unsecured Claim that is subsequently Disallowed, reclassified, or withdrawn shall be deemed cancelled. As set forth in Article VII.A of the Plan, the Reorganized Debtors shall retain sole authority to reconcile and object to Claims after the Effective Date.

Confirmation of the Plan and execution of the GUC Note Documents by the GUC Note Administrative Agent and/or GUC Note Collateral Agent shall be deemed to bind all Holders of Allowed General Unsecured Claims receiving the GUC Promissory Notes under the Plan as if each such party had executed the GUC Note Documents with appropriate authorization.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the GUC Note Documents shall: (a) be deemed to be granted; (b) be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the GUC Promissory Notes; (c) be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the GUC Note Documents and the Exit Intercreditor Agreement; and (d) not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors, the GUC Note Administrative Agent, the GUC Note Collateral Agent, and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of this Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

H. Sources of Consideration for Plan Distributions.

Each distribution and issuance referred to in Article VI of this Plan shall be governed by the terms and conditions set forth in this Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The Debtors and the Reorganized Debtors, as applicable, shall fund distributions under this Plan with (a) Cash on hand; (b) proceeds from the A&R Credit Facility; (c) the issuance of the Sunbelt Promissory Note; (d) the issuance of the GUC Promissory Notes; and (e) proceeds from the Parent Capital Contribution.

1. Use of Cash.

The Debtors, Reorganized Debtors, and Distribution Agent, as applicable, shall use Cash on hand for working capital purposes and to fund distributions to certain Holders of Allowed Claims, consistent with the terms of this Plan. The Debtors and Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Debtors or Reorganized Debtors to satisfy their obligations under the Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

2. A&R Credit Facility.

On the Effective Date, the Reorganized Debtors shall enter into the A&R Credit Facility, the terms of which will be set forth in the A&R Credit Facility Documents. Confirmation of this Plan shall be deemed final approval of the A&R Credit Facility, the A&R Credit Facility Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization for the Reorganized Debtors to enter into and execute the A&R Credit Facility Documents and such other documents as may be required to effectuate the financings and treatment provided by this Plan.

Confirmation of this Plan, and the occurrence of the Effective Date, shall bind each A&R Credit Facility Lender to the A&R Credit Facility Documents as if each such party had executed the A&R Credit Facility Documents with appropriate authorization.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the A&R Credit Facility Documents shall: (a) be deemed to be granted; (b) be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the A&R Credit Facility Documents; (c) be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the A&R Credit Facility Documents; and (d) not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of this Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

3. Sunbelt Promissory Note.

On the Effective Date, the Reorganized Debtors shall issue the Sunbelt Promissory Note on the terms set forth in the Sunbelt Term Sheet. The issuance of the Sunbelt Promissory Note under the Plan is duly authorized without the need for any further action, authorization, or consent by the Debtors, the Reorganized Debtors, or any other Entity. The Sunbelt Promissory Note issued pursuant to the Plan shall be duly authorized, validly issued, and non-assessable.

4. GUC Promissory Notes.

On the Effective Date, and from time to time thereafter in accordance with Article IV.G of this Plan, the Reorganized Debtors shall issue the GUC Promissory Notes as set forth in the GUC Note Documents and the GUC Promissory Notes shall vest in the GUC Note Administrative Agent for distribution to Holders of Allowed General Unsecured Claims. The issuance of the GUC Promissory Notes under the Plan is duly authorized without the need for any further action, authorization, or consent by the Debtors, the Reorganized Debtors, the GUC Note Administrative Agent, or any other Entity. Confirmation of this Plan shall be deemed final approval of each of the GUC Promissory Notes, the GUC Note Purchase Agreement, the GUC Note Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization for the Reorganized Debtors to enter into and execute the GUC Note Documents, and such other documents as may be required to effectuate the GUC Promissory Notes. The GUC Promissory Notes issued pursuant to the Plan shall be duly authorized, validly issued, and non-assessable.

5. Parent Capital Contribution.

On or prior to the Effective Date, the Parent Capital Contribution shall be contributed to ZHI. The Debtors, Reorganized Debtors, and the Distribution Agent, as applicable, shall use the Cash proceeds from the Parent Capital Contribution for working capital purposes and to fund distributions to certain Holders of Allowed Claims, consistent with the terms of this Plan.

I. Cancellation of Existing Agreements and Interests.

On the Effective Date, except with respect to the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the Parent Capital Contribution, the Zachry Interests, the Prepetition Intercreditor Agreement, the GPX Settlement Documents, the GPX L/C (subject to Article IV.B hereof), the GPX Parent Guarantee (subject to Article IV.B hereof), all Employee Obligations (including the Deferred Compensation Plan) assumed pursuant to Article IV.K hereof, all Indemnification Obligations assumed pursuant to Article IV.L hereof, and all Executory

Contracts and Unexpired Leases assumed pursuant to Article V.A hereof, or to the extent otherwise provided in this Plan or the Confirmation Order, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be canceled and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect. Holders of, or parties to, such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights, distributions, and treatment provided for pursuant to this Plan.

J. Corporate Action.

On the Effective Date, the matters under the Plan involving or requiring corporate action of the Debtors, including, but not limited to, actions requiring a vote of the boards of directors or shareholders and execution of all documentation incident to the Plan, shall be deemed to have been authorized by the Confirmation Order and to have occurred and be in effect from and after the Effective Date without any further action by the officers or directors of the Debtors, any Governing Body, or the Bankruptcy Court.

K. Directors and Officers of the Reorganized Debtors.

On the Effective Date, the directors and officers of each Reorganized Debtor shall consist of the current directors and officers of each respective Debtor.

L. Deferred Compensation Plan and Other Employee Obligations.

All written employment, confidentiality, non-competition agreements, bonus, gainshare and incentive programs, discretionary bonus plans or variable incentive plans regarding payment of a percentage of annual salary based on performance goals and financial targets for certain employees, vacation, holiday pay, severance, retirement, retention, supplemental retirement, executive retirement, pension, deferred compensation (including the Deferred Compensation Plan), indemnification, other similar employee-related agreements or arrangements, retirement income plans, medical, dental, vision, life and disability insurance, flexible spending account, and other health and welfare benefit plans, programs, and arrangements, and collective bargaining agreements that are in effect immediately prior to the Effective Date with the Debtors, shall be assumed by the Debtors and shall remain in place as of the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date, unless otherwise provided herein or in the Confirmation Order, specifically rejected pursuant to a separate order of the Bankruptcy Court, specifically designated as a contract or lease to be rejected on the Rejection List, or specifically identified in a separate rejection motion Filed by the Debtors. For the avoidance of doubt, the Debtors' assumption of all obligations related to the Deferred Compensation Plan shall include any amounts due and owing to participants that have accrued under the Deferred Compensation Plan following the Petition Date.

The Debtors' assumption of such compensation and benefits plans, including the Deferred Compensation Plan, pursuant to the terms of this Plan shall be deemed not to trigger any applicable change of control, immediate vesting, termination, or similar provisions in any applicable plan or program, or an event of "Good Reason" (or a term of like import), in each case as a result of the consummation of the Restructuring Transactions. No counterparty shall have rights under a compensation and benefit plan or program, including the Deferred Compensation Plan, assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

Nothing in this Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs, and plans. For the avoidance of doubt, pursuant to section 1129(a)(13) of the Bankruptcy Code, as of the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable orders of the Bankruptcy Court and applicable law.

M. Indemnification Obligations.

All indemnification provisions in place as of the Effective Date (whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, limited partnership agreements, other organizational

documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for (each in their capacities as such) the current and former members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, financial advisors, restructuring advisors, consultants, other professionals of, or acting on behalf of, the Debtors, and the Sureties, as applicable, shall be reinstated and remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, other professionals of, or acting on behalf of, the Debtors, and the Sureties, as provided under the indemnification obligations in place prior to the Effective Date; *provided, however*, nothing herein shall expand any of the Debtors' indemnification obligations in place as of the Petition Date.

N. Preservation of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII hereof, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the GPX Final Settlement Order and the releases and exculpations contained in this Plan, including in Article VIII.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the GPX Final Settlement Order and this Plan, including Article VIII of this Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in this Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of Confirmation, Consummation, or the occurrence of the Effective Date.

The Reorganized Debtors reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to this Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Reorganized Debtor, except as otherwise expressly provided in the GPX Final Settlement Order and this Plan, including Article VIII of this Plan. The Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

O. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Reorganized Debtors, and their respective officers and boards of directors and managers, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, notes, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of this Plan in the name of and on behalf of the Reorganized Debtors without the need for any approvals, authorization, or consents except for those expressly required pursuant to this Plan.

P. Certain Securities Law Matters.

No registration statement will be filed under the Securities Act, or pursuant to any state securities laws, with respect to the offer and distribution of any Securities under the Plan. The offering, issuance, and distribution of any Securities pursuant to the Plan, including the Sunbelt Promissory Note and the GUC Promissory Notes to the extent considered to be Securities, will be exempt from the registration requirements of section 5 of the Securities Act or any similar federal, state, or local law in reliance on section 1145 of the Bankruptcy Code.

Specifically, the offer, sale, issuance, and distribution of the GUC Promissory Notes will be exempt, pursuant to section 1145 of the Bankruptcy Code, from registration under the Securities Act and the Notes will be freely transferable and resaleable by non-affiliates of the Debtors and Reorganized Debtors, subject to any contractual limitations or restrictions under U.S. securities laws, if applicable. The Debtors and Reorganized Debtors shall cooperate with each of the holders in determining the status of any holder as an “affiliate” of the Reorganized Debtors.

The Debtors and the Committee will negotiate in good faith to implement a structure that will provide for the transferability of the GUC Promissory Notes through the GUC Note Administrative Agent, including, but not limited to, structures that would assist any Holder of an Allowed General Unsecured Claim receiving a GUC Promissory Note from being deemed an “affiliate” of the Company or any of its subsidiaries, as such term is defined under the Securities Act.

Q. Transferability of GUC Promissory Notes.

Holders of Allowed General Unsecured Claims receiving a GUC Promissory Note may freely assign their GUC Promissory Note, without the consent of the Reorganized Debtors but after providing notice to the GUC Note Administrative Agent, to any (i) existing holder of GUC Promissory Notes, (ii) financial institution (including hedge funds) or (iii) to any Person following and during the continuation of a Breach (as defined in the GUC Note Term Sheet), *provided, however*, that any transfer or assignment of any GUC Promissory Note to any of the Reorganized Debtors’ competitors or vendors (or affiliates of such competitors or vendors) shall require the prior written consent of the Reorganized Debtors in their sole discretion. The GUC Note Administrative Agent shall not provide confidential information concerning the Reorganized Debtors or their subsidiaries to any assignee or potential assignee except pursuant to a non-disclosure agreement (in a form reasonably acceptable to the Reorganized Debtors and naming the Reorganized Debtors and their subsidiaries as express third-party beneficiaries), between the GUC Note Administrative Agent and such assignee or potential assignee.

R. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under this Plan or pursuant to: (1) the issuance, reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for any or all of the A&R Credit Facility; (6) the issuance of the GUC Promissory Notes; (7) the issuance of the Sunbelt Promissory Note; or (8) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

S. Dissolution of Certain Debtors.

On or after the Effective Date, certain of the Debtors may be dissolved without further action under applicable law, regulation, Order, or rule, including any action by the stockholders, members, the board of directors, or similar Governing Body of the Debtors or the Reorganized Debtors; *provided, however*, subject in all respects to the terms of this Plan, the Reorganized Debtors shall have the power and authority to take any action necessary to wind down and dissolve the foregoing Debtors, and may, to the extent applicable: (1) file a certificate of dissolution for such Debtors, together with all other necessary corporate and company documents, to effect such Debtors' dissolution under the applicable laws of their states of formation; (2) complete and file all final or otherwise required federal, state, and local tax returns and pay taxes required to be paid for such Debtors, and pursuant to section 505(b) of the Bankruptcy Code, request an expedited determination of any unpaid tax liability of any such Debtors or their Estates, as determined under applicable tax laws; and (3) represent the interests of the Debtors or their Estates before any taxing authority in all tax matters, including any action, proceeding, or audit.

**ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. Assumption and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, all Executory Contracts and Unexpired Leases not otherwise assumed or rejected will be deemed assumed by the applicable Debtor in accordance with sections 365 and 1123 of the Bankruptcy Code, other than any Executory Contract or Unexpired Lease that: (1) is identified on the Rejection List; (2) previously expired or terminated pursuant to its own terms; (3) was previously assumed or rejected by the Debtors, including pursuant to the GPX Settlement; (4) is the subject of a motion or notice to reject pending as of the Effective Date; or (5) has an effective date of rejection that is after the Effective Date. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates of the Debtors or Reorganized Debtors.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases as set forth in the Plan, the Assumption List, and the Rejection List, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth herein, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, and not assigned to a third party on or prior to the Effective Date, shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by this Plan or order of the Bankruptcy Court.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease or the execution of any other Restructuring Transaction (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. For the avoidance of doubt, consummation of the Restructuring Transactions shall not be deemed an assignment of any Executory Contract or Unexpired Lease of the Debtors, notwithstanding any change in name, organizational form, or jurisdiction of organization of any Debtor in connection with the occurrence of the Effective Date.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith, unless otherwise ordered by the Bankruptcy Court.

Notwithstanding anything to the contrary in the Plan, the Debtors or Reorganized Debtors, as applicable, reserve the right to amend or supplement the Assumption List and Rejection List in their discretion prior to the Effective Date (or such later date as may be permitted by this **Article V**); *provided, however*, the Debtors shall give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have no less than seven (7) days to object thereto on any grounds.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the rejections, if any, of any Executory Contracts or Unexpired Leases as provided for in this Plan or the Rejection List, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Confirmation Order and served on the Reorganized Debtors no later than thirty (30) days after the effective date of such rejection. **Any Proofs of Claim arising from the rejection of an Executory Contract or Unexpired Lease not timely Filed with the Claims and Noticing Agent shall be automatically Disallowed without further order of the Bankruptcy Court, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, or their respective property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F of this Plan, notwithstanding anything in a Proof of Claim to the contrary.** All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim, as applicable, pursuant to **Article III.C** of this Plan and may be objected to in accordance with the provisions of **Article VII** of this Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules. In such a scenario, the GUC Note Administrative Agent in coordination with the Reorganized Debtors shall issue a GUC Promissory Note to each Holder of an Allowed General Unsecured Claim for rejection damages, as if the GUC Promissory Note was issued on the Effective Date. Notwithstanding anything to the contrary in this Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejection List at any time through and including thirty days after the Effective Date.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

The Debtors or the Reorganized Debtors, as applicable, shall pay Cure Claims, if any, on the Effective Date or as soon as reasonably practicable thereafter. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Cure Claims that differ from the amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty must be Filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such request that is not timely Filed shall be Disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court; *provided, however*, nothing herein shall prevent the Reorganized Debtors, in their sole discretion, from paying any Cure Claim despite the failure of the relevant counterparty to File such request for payment of such Cure Claim. Any Cure Claim shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure Claim. The Reorganized Debtors also may settle any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be Filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or Reorganized Debtors', as applicable, first scheduled omnibus hearing, or such other setting as requested by the Debtors or Reorganized Debtors, for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

Notwithstanding anything to the contrary herein, if there is any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning

of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, and if such dispute is not resolved in a manner acceptable to the Reorganized Debtors in their sole discretion, the Reorganized Debtors shall have the right to add the applicable Executory Contract or Unexpired Lease to the Rejection List, in which case such Executory Contract or Unexpired Lease shall be deemed rejected as of the Effective Date and no Cure Claim shall be owed in respect of such Executory Contract or Unexpired Lease. The Reorganized Debtors may determine to add an Executory Contract or Unexpired Lease to the Rejection List pursuant to this paragraph before or after the Bankruptcy Court rules on any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption. Following the resolution of any dispute regarding any Cure Claim, provided that the Reorganized Debtors do not elect to add the applicable Executory Contract or Unexpired Lease to the Rejection List, payment of the Cure Claim shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute or as may be agreed upon by the Reorganized Debtors and the counterparty to the Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure Claim pursuant to this Article V.C shall result in the full release and satisfaction of any Cure Claims, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure Claim has been fully paid pursuant to this Article V.C, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or to the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to any rejected Executory Contracts or Unexpired Leases.

E. Insurance Policies.

Each of the Debtors’ insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under this Plan. Unless otherwise provided in this Plan or listed on the Rejection List, on the Effective Date: (a) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims and (b) such insurance policies and any agreements, documents, or instruments relating thereto shall revert in the Reorganized Debtors.

F. Workers’ Compensation Program.

As of the Effective Date, the Debtors and Reorganized Debtors shall continue to honor their obligations under: (a) all applicable workers’ compensation laws in all applicable states and (b) the Workers’ Compensation Program. **All Proofs of Claim on account of workers’ compensation, including the Workers’ Compensation Program, shall be deemed withdrawn and expunged without any further notice to or action, order, or approval of the Bankruptcy Court; provided, however,** that nothing in the Plan shall limit, diminish, or otherwise alter the Debtors’ or Reorganized Debtors’ defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers’ Compensation Program, and nothing herein shall be deemed to impose any obligations on the Debtors or their insurers in addition to what is provided for under the terms of the Workers’ Compensation Program and applicable state law.

G. Reservation of Rights.

Nothing contained in this Plan shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute regarding a Debtor's or Reorganized Debtor's liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtors shall be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to Article XI of this Plan.

H. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or the Reorganized Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

**ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. Timing and Calculation of Amounts to Be Distributed.

The Distribution Agent and the GUC Note Administrative Agent, as applicable, shall make distributions under the Plan on account of each Allowed Claim in the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. Unless the Bankruptcy Court orders otherwise, if, after an initial distribution in respect of a Claim, additional amounts are Allowed in respect of such Claim, the Distribution Agent and GUC Note Administrative Agent, as applicable, shall make distributions in respect of such additional Allowed amounts no later than thirty (30) days after such additional amounts are Allowed; *provided, however*, for General Unsecured Claims that are Disputed as of the Effective Date and become Allowed after the Effective Date, the Reorganized Debtors shall issue a GUC Promissory Note to the GUC Note Administrative Agent within ten (10) Business Days after any such Allowance to provide the Holder of such Claim the treatment provided in Article III.C.6 of this Plan. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

B. Distributions to Holders of Disputed Claims and Interests.

Except as otherwise set forth in the Plan or as otherwise deemed appropriate by the Debtors or the Reorganized Debtors (in each of their sole discretion): (i) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved as set forth in Article VII hereof; and (ii) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on account of the Allowed Claim unless and until all objections to the Disputed Claim have been resolved as set forth in Article VII hereof or the Disputed Claim has been Allowed or expunged.

C. Distribution Agent.

1. Powers of the Distribution Agent.

Except with respect to General Unsecured Claims, all distributions under this Plan shall be made by the Distribution Agent. The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof. The Distribution

Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

2. Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Distribution Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement obligation (including reasonable attorneys' fees and expenses) shall be paid in Cash by the Reorganized Debtors.

D. GUC Note Administrative Agent and GUC Note Collateral Agent.

1. Powers of the GUC Note Administrative Agent.

All distributions under this Plan to General Unsecured Claims shall be made by the GUC Note Administrative Agent. The GUC Note Administrative Agent and GUC Note Collateral Agent shall be empowered to take all actions pursuant to the GUC Note Documents.

E. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be deemed closed and the Distribution Agent shall be authorized and entitled, but not required, to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General.

Except as otherwise provided herein, the Distribution Agent shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated in the Debtors' records (including the address set forth in a Filed Proof of Claim, a written notice of address change delivered to the Reorganized Debtors, or the Debtors' Schedules) as of the date of any such distribution.

3. Manner of Payment.

At the option of the Distribution Agent, any Cash distribution to be made hereunder may be made by check, wire transfer, automated clearing house, or credit card, or as otherwise required or provided in any applicable agreements.

4. Minimum Distributions.

No Cash payment of less than \$100.00 in the aggregate shall be made to a Holder of an Allowed Claim on account of such Allowed Claim.

5. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims is returned as undeliverable, no distribution to such Holder shall be made unless and until the Distribution Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder; *provided, however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding

any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property shall be discharged and forever barred. The Reorganized Debtors, and the Distribution Agent, as applicable, shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings, including reviewing any Filed Proof of Claim, written notice of address change delivered to the Reorganized Debtors, or the Debtors' Schedules.

A distribution shall be deemed unclaimed if a Holder has not: (i) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (ii) given notice to the Reorganized Debtors or Distribution Agent, as applicable, of an intent to accept a particular distribution; (iii) responded to the Reorganized Debtors' or Distribution Agent's, as applicable, requests for information necessary to facilitate a particular distribution; or (iv) taken any other action necessary to facilitate such distribution.

F. Compliance with Tax Requirements.

In connection with this Plan, to the extent applicable, the Debtors, Reorganized Debtors, Distribution Agent, GUC Note Administrative Agent, and any applicable withholding agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to this Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, such parties shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors, Reorganized Debtors, and Distribution Agent, as applicable, reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support, and similar spousal awards, Liens, and encumbrances.

The Distribution Agent may require, as a condition to receipt of a distribution, that the Holder of an Allowed Claim provide any information necessary to allow the Distribution Agent to comply with any such withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority. If the Distribution Agent makes such a request and the Holder fails to comply before the date that is one hundred and eighty (180) days after the request is made, the amount of such distribution shall irrevocably revert to the applicable Reorganized Debtor and any Claim in respect of such distribution shall be discharged and forever barred from assertion against such Reorganized Debtor or its respective property.

G. No Postpetition or Default Interest on Claims.

Except as specified in Article III.C.6 of this Plan or as otherwise specifically provided for in this Plan, the Cash Collateral Order, the Confirmation Order, the Plan Supplement, or applicable bankruptcy or non-bankruptcy law, postpetition and default interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no Holder of a prepetition Claim against the Debtors shall be entitled to non-default or default interest accruing on or after the Petition Date on any such prepetition Claim.

H. Allocations.

To the extent this Plan, the Cash Collateral Order, the Confirmation Order, or applicable bankruptcy or non-bankruptcy law requires the payment of accrued but unpaid interest on prepetition Allowed Claims, distributions in respect of such Claims shall be allocated first to the principal amount of such Claims (as determined for U.S. federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

I. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the

exchange rate for the applicable currency as published in The Wall Street Journal, National Edition, on the Effective Date.

J. Setoffs and Recoupment.

Except as otherwise provided herein, each Reorganized Debtor pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable law, or as may be agreed to by the Holder of an Allowed Claim, may set off or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the applicable Debtor or Reorganized Debtor may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action have not been otherwise compromised, settled, or assigned on or before the Effective Date (whether pursuant to this Plan, a Final Order, or otherwise); *provided, however*, that neither the failure to effect such a set off or recoupment nor the allowance of any Claim pursuant to this Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action.

In no event shall any Holder of Claims be entitled to set off any such Claim against any claim, right, or Cause of Action of the Debtor or Reorganized Debtor (as applicable), unless (i) the Debtors have consented; and (ii) such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise.

K. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be Disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor, a Reorganized Debtor, the Distribution Agent, or the GUC Note Administrative Agent, as applicable. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, a Reorganized Debtor, the Distribution Agent, or the GUC Note Administrative Agent, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Allowed Claim as of the date of any such distribution under this Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

2. GPX Claims.

Nothing herein modifies the obligations of Golden Pass and the Debtors under the GPX Settlement Documents with respect to the payment of GPX Claims. To the extent not satisfied prior to the Effective Date, Golden Pass and the Reorganized Debtors shall pay Allowed Claims that constitute GPX Claims, if any, pursuant to the terms of the GPX Settlement Documents and this Plan. Such valid Claims that constitute GPX Claims and that are satisfied by Golden Pass in accordance with the GPX Settlement Documents and this Plan shall not be the obligation of the Debtors, the Estates, the Reorganized Debtors, the Distribution Agent, or any of their Related Parties, subject to the terms of the GPX Settlement Documents and this Plan.

Any dispute between Golden Pass and the Debtors and/or Reorganized Debtors regarding whether any Claim, including any Administrative Claim, constitutes a valid GPX Claim subject to payment by Golden Pass under the GPX Settlement Documents shall be determined by the Bankruptcy Court.

Notwithstanding anything to the contrary herein, to the extent Golden Pass pays a transferee that has acquired a GPX Claim from the original Holder, such payments shall count against the GPX Direct Payment Cap to the extent

set forth in the GPX Settlement Documents, and the Debtors, the Reorganized Debtors, and Golden Pass shall have no obligations to the original Holder. To the extent Golden Pass paid an original Holder of a GPX Claim prior to any transfer of such Claim becoming effective, such payments shall count against the GPX Direct Payment Cap to the extent set forth in the GPX Settlement Documents, and the Debtors, the Estates, the Reorganized Debtors, the Distribution Agent, Golden Pass, and any of their Related Parties shall have no obligations to the transferee.

For the avoidance of doubt, Golden Pass shall have no obligation to pay any Disputed Claim or otherwise pay any GPX Claim inconsistent with the terms of the GPX Settlement Documents.

3. Claims Payable by Insurers.

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim shall be Disallowed and expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

To the extent that applicable insurance coverage is insufficient to provide the treatment to an Allowed Claim required by Article III of this Plan, the Holder of such Allowed Claim shall have an Allowed General Unsecured Claim against the applicable Debtor's Estate for the deficiency. To the extent that any insurer reduces the amount payable to the Holder of an Allowed Claim on account of a SIR or deductible under any applicable insurance policy, such Holder shall have an Allowed General Unsecured Claim against the applicable Debtor's Estate equal to the amount of such reduction.

Nothing in this Plan shall be construed to limit, extinguish, or diminish the insurance coverage that may exist or shall be construed as a finding liquidating any Claim payable pursuant to an insurance policy.

4. Applicability of Insurance Policies.

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Claims Administration Responsibilities.

After the Effective Date, the Reorganized Debtors shall have the sole authority (i) to File, withdraw, or litigate to judgment objections to Claims; (ii) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (iii) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, after the Effective Date, each of the Reorganized Debtors shall have the right to object to Claims and shall retain any and all rights and defenses that the Debtors had with respect to any Claim immediately before the Effective Date, including the Causes of Action retained pursuant to Article IV.L of this Plan.

Any objections to, or requests for estimation of, General Unsecured Claims (excluding General Unsecured Claims that are contingent or unliquidated) must be Filed on or before the Claims Objection Deadline. If an objection or request for estimation is not Filed with respect to a General Unsecured Claim by the Claims Objection Deadline, such Claim shall be deemed Allowed, unless (i) such Claim is otherwise Disputed or Disallowed under this Plan or Final Order; (ii) such Claim is contingent or unliquidated as of the Claims Objection Deadline; or (iii) the Claims Objection Deadline is extended with respect to specific Claims

by the Bankruptcy Court for good cause shown by the Debtors. If the Bankruptcy Court orders the Claim Objection Deadline extended with respect to specific Claims and an objection or request for estimation is not Filed with respect to any such specific Claim by the extended Claims Objection Deadline, such Claim shall be deemed Allowed, unless (i) such Claim is otherwise Disputed or Disallowed under this Plan or Final Order or (ii) such Claim is contingent or unliquidated as of the extended Claims Objection Deadline.

Any Holder of a General Unsecured Claim that is contingent or unliquidated as of the Claims Objection Deadline shall provide prompt notice to the Reorganized Debtors if such Claim later becomes non-contingent and liquidated. The Reorganized Debtors may object to, or request estimation of, such Claim by no later than one hundred and eighty (180) days after receiving such notice and may withhold any distributions on such Claim until the expiration of such 180-day period or the resolution of any objection or request for estimation, whether by Final Order or agreement between the Reorganized Debtor and the Holder of such Claim. The Reorganized Debtors may seek an extension of the deadline to object to, or request estimation of, such Claim for good cause shown.

Notwithstanding anything to the contrary herein, if any General Unsecured Claim is Allowed after the GUC Promissory Notes are satisfied and discharged, the Reorganized Debtors, the Distribution Agent, the GUC Note Administrative Agent, or their successors, as applicable, shall distribute to the Holder of such General Unsecured Claim Cash in an amount equal to the value of the property such Holder is otherwise entitled to receive under Article III.C.6 of this Plan on the Effective Date, inclusive of any interest such Holder would have received under the GUC Promissory Notes from the Effective Date through Maturity (as defined in the GUC Note Term Sheet).

B. Allowance of Claims.

Except as expressly provided in the Plan or in any Order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim. The Debtors or Reorganized Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law.

C. Estimation of Claims.

Before, on, or after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party in interest previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. A Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the Debtors or the Reorganized Debtors, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim; *provided, however*, such limitation shall not apply to Claims against any of the Debtors requested by the Debtors to be estimated for voting purposes only.

Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before fourteen (14) calendar days after the date on which such Claim is estimated. All of the Claims and objection, estimation, and resolution procedures set forth in this Plan are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

D. Adjustment to Claims Register Without Objection.

Any duplicate Claim, any Claim (filed or scheduled) that has been paid or satisfied, or any Claim that has been amended or superseded, cancelled, or otherwise expunged (including pursuant to the Plan or the Confirmation Order), may be adjusted or expunged (including on the Claims Register, to the extent applicable) by the Debtors or the Reorganized Debtors, as applicable, upon stipulation or any agreement in writing, including, without limitation, email correspondence, between the Debtors and the Holder of the applicable Claim without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Disallowance of Claims or Interests.

Except as otherwise agreed to by the Debtors or the Reorganized Debtors, as applicable, any and all Proofs of Claim filed after the Bar Date shall be deemed Disallowed and expunged as of the Effective Date without any further notice to or action, Order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless the Bankruptcy Court shall have determined by a Final Order, on or before the Confirmation Hearing, that cause exists to extend the Claims Bar Date as to such Proof of Claim on the basis of excusable neglect.

All Claims Filed on account of an Indemnification Obligation shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such Indemnification Obligation is assumed by the Reorganized Debtors, or honored or reaffirmed, as the case may be, pursuant to this Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

All Proofs of Claim Filed on account of an Employee Obligation shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent the Reorganized Debtors elect to honor such Obligation, without any further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, in exchange for the Debtors' assumption of all obligations under the Deferred Compensation Plan and the Reinstatement of all Deferred Compensation Plan Claims pursuant to Article III.C.4 of this Plan, any and all Proofs of Claim asserting Deferred Compensation Plan Claims shall be deemed satisfied and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court. The rights of the Debtors, the Reorganized Debtors, and the Holders of Deferred Compensation Plan Claims with respect to such Deferred Compensation Plan Claims shall be fully reserved, and any disputes relating to amounts owed in connection with such Deferred Compensation Plan Claims shall be resolved by the Reorganized Debtors and the applicable Holder(s) in the ordinary course of business after the Effective Date.

F. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever Disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless before the Confirmation Date: (i) such Claim has been adjudicated as non-contingent; or (ii) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered before the Confirmation Date determining such Claim is no longer contingent.

G. Amendments to Proofs of Claim.

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Claim or Proof of Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and any such new or amended Claim or Proof of Claim Filed after the Effective Date shall be deemed Disallowed in full and expunged without any further action or notice to the Bankruptcy Court; *provided, however*, the filing of an unauthorized amendment shall not affect the underlying Claim or Proof of Claim. Nothing in this paragraph shall impair any claimant's ability to seek leave from the Bankruptcy Court to amend a Claim or Proof of Claim.

H. No Distributions Pending Allowance.

Notwithstanding any other provision of this Plan, if any portion of a Claim is a Disputed Claim, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim or Interest unless and until such Disputed Claim becomes an Allowed Claim.

I. Distributions After Allowance.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with **Article VI** of this Plan.

J. Single Satisfaction of Claims.

In no case shall the aggregate value of all property received or retained under the Plan on account of any Allowed Claim or Interest exceed 100 percent of the underlying Allowed Claim or Interest plus applicable interest required to be paid under this Plan, if any, and the Allowed amount of any Claim or Interest shall be automatically reduced dollar-for-dollar on account of any payments made by any third parties on account of such Claim or Interest (including as set forth in **Article VI.J** of this Plan).

ARTICLE VIII.**SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to this Plan, the distributions, rights, and treatment that are provided in this Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims or Interests, and GPX or any of its assets or properties with respect to any Claims that constitute GPX Claims, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted this Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date. For the avoidance of doubt, the discharge provided herein shall discharge, release, and extinguish any right of any Holder of any Claim to file, assert, levy, or attach any Liens or initiate any claim against any bonds or the Sureties on account of any Claims against any of the Debtors that are discharged, satisfied, or released pursuant to this Plan, including on account of General Unsecured Claims that are satisfied in full under this Plan, or otherwise enforce, collect, or recover on account of any such Claims other than as expressly permitted under this Plan. Further, and for the avoidance of doubt, the discharge provided herein shall discharge, release, and extinguish any right of any Holder of any GPX Claim to file, assert, levy, or attach any Liens against property of Golden Pass on account of any GPX Claims against any of the Debtors that are discharged, satisfied, or released pursuant to this Plan, or otherwise enforce, collect, or recover on account of any such GPX Claims against Golden Pass or any property interest of Golden Pass.

B. Release of Liens.

Except as otherwise provided in this Plan, the Confirmation Order, the Plan Supplement, or any contract, instrument, release, or other agreement or document created pursuant to this Plan, on the Effective

Date and concurrently with the applicable distributions made pursuant to this Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.C hereof, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates, including any bonds related to the Debtors, shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The foregoing direction to release Liens shall be considered a direction in accordance with, as applicable, the Prepetition Credit Agreement, as if such direction included the signatures of the necessary lenders thereunder to direct the applicable agent to take the actions contemplated thereby. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, including with respect to any bonds related to the Debtors, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors or the Reorganized Debtors that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

C. Releases by the Debtors.

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court, and except as expressly provided in this Plan, the Schedule of Retained Causes of Action, or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of each Debtor and its Estate, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), 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, that the Debtors, the Estates, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the GPX Settlement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under this Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or an Affiliate of a Debtor, the Released Avoidance Actions, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the

GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, and all related agreements, instruments, and other documents, and the solicitation of votes with respect to this Plan, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party from any Claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted fraud, willful misconduct, or gross negligence.

Notwithstanding anything to the contrary in this Article VIII.C, the Debtors shall maintain all rights to object to Filed Claims and shall not release any claims or Causes of Action (i) identified in the Schedule of Retained Causes of Action, or (ii) related to the GPX Settlement that are preserved by the GPX Settlement Documents, the GPX Settlement Dispute Opinion, or the GPX Settlement Dispute Order. Any and all such rights, claims, and Causes of Action set forth in this paragraph shall be fully preserved and revert in the Reorganized Debtors pursuant to this Plan and the Confirmation Order.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to Confirmation of this Plan; (2) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing this Plan; (3) a good faith settlement and compromise of the Claims released by the Debtor Release; (4) in the best interests of the Debtors and all Holders of Claims and Interests; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

D. Releases by Third Parties.

Except as otherwise expressly set forth in this Plan or the Confirmation Order, and except for the rights that remain in effect from and after the Effective Date to enforce this Plan, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), 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, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the GPX Settlement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under this Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or an Affiliate of a Debtor, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory

Notes, the GUC Note Documents, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, and all related agreements, instruments, and other documents, and the solicitation of votes with respect to this Plan, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party (other than a Released Party that is a Reorganized Debtor, Debtor, or a director, officer, or employee of any Debtor as of the Petition Date), from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of this Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

E. Exculpation.

Except as otherwise specifically provided in this Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action or Claim whether direct or derivative related to any act or omission in connection with, relating to, or arising out of the Chapter 11 Cases from the Petition Date to the Effective Date, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, all related agreements, instruments, and other documents, or any transaction related to the Restructuring Transactions, any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases in connection with the Restructuring Transactions, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the Filing of the Chapter 11 Cases, the solicitation of votes for the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, except for Claims related to any act or omission that is determined in a Final Order to have constituted willful misconduct, gross negligence, or actual fraud, but in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan and the Confirmation Order.

The Exculpated Parties set forth above have, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with applicable law with respect to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not and shall not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

F. Injunction.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, and each of their successors and assigns, shall be enjoined from taking any actions to interfere with the implementation or Consummation of this Plan in relation to any Claim or Interest that is extinguished, discharged, satisfied, or released pursuant to this Plan.

Except as otherwise expressly provided in this Plan or the Confirmation Order, or for obligations issued or required to be paid pursuant to this Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, or Causes of Action that have been extinguished, discharged, satisfied, released, or are subject to exculpation pursuant to Article VIII, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Exculpated Parties and/or the Released Parties:

1. commencing, conducting, or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;
2. enforcing, levying, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or Order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;
3. creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;
4. filing, asserting, levying, or attaching any Liens against any property of the Debtors or Reorganized Debtors on account of any Claims arising under or related to Executory Contracts or Unexpired Leases that are assumed and cured pursuant to this Plan;
5. filing, asserting, levying, or attaching any Liens against any bonds or the Sureties on account of any Claims against any of the Debtors that are discharged, satisfied, or released pursuant to this Plan, including on account of General Unsecured Claims that are satisfied in full under this Plan, and enforcing, collecting, or recovering on account of any such Liens;
6. filing, asserting, levying, or attaching any Liens against any property of Golden Pass on account of any GPX Claims against any of the Debtors that are discharged, satisfied, or released pursuant to the Plan, and enforcing, collecting, or recovering on account of any such Liens, or otherwise enforcing, collecting, or recovering on account of any such GPX Claims against Golden Pass;
7. filing, asserting, levying, or attaching any Claims or Liens on account of GPX Claims satisfied (or to be satisfied) by Golden Pass under the GPX Settlement, whether against the Released Parties, Exculpated Parties, Golden Pass, Chiyoda, CB&I, or CCZJV-GPX;
8. except as otherwise provided under this Plan, asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and
9. commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action released or settled pursuant to this Plan or the Confirmation Order.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action related to the Chapter 11 Cases prior to the Effective Date, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the

Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, the solicitation of votes with respect to this Plan, or any transaction related to the Restructuring, any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases in connection with the Restructuring Transactions, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, without regard to whether such Person or Entity is a Releasing Party, without the Bankruptcy Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action. The injunction in this Plan shall extend to any successors and assigns of the Debtors and the Reorganized Debtors and their respective property and interests in property.

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under this Plan, the Confirmation Order, or other document, instrument, or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement this Plan and the Confirmation Order from bringing an action to enforce the terms of this Plan, the Confirmation Order, or such document, instrument, or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement this Plan and the Confirmation Order.

G. Limitation of Liability of Officers, Directors, and Agents.

The provisions of section 1125(e) of the Bankruptcy Code govern the protection from liability with respect to all matters governed by section 1125(e). The Debtors and their successors (and the officers, directors or agents of the Debtors or their successors) have no liability for conduct that was authorized by an order of the Bankruptcy Court. With respect to conduct during the period from the Petition Date through the Effective Date, the Debtors and their successors (and the officers, directors or agents of the Debtors or their successors) may be subject to liability only for conduct that constituted actual fraud, gross negligence, or willful misconduct, provided that such limitations on liability exist under applicable non-bankruptcy law. Notwithstanding the foregoing, this Plan does not limit liability for conduct for which the Bankruptcy Court's approval was required by applicable law, but for which approval was not granted.

H. Waiver of Statutory Limitations on Releases.

Each Releasing Party in each of the releases contained in this Plan expressly acknowledges that although ordinarily a general release may not extend to Claims that the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, each Releasing Party has carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or Claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law that provides that a release does not extend to Claims that the claimant does not know or suspect to exist in its favor at the time of executing the release, which if known by it may have materially affected its settlement with the Released Party. The releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

I. Special Provision Regarding the United States Government.

Nothing in the Confirmation Order or the Plan shall effect a release of any Claim by the United States government or any of its agencies or any state and local authority whatsoever, including without limitation any Claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United

States or any state and local authority against any party or person, nor shall anything in the Confirmation Order or the Plan enjoin the United States or any state or local authority from bringing any Claim, suit, action, or other proceedings against any party or person for any liability of such persons whatever, including without limitation any Claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against such persons, nor shall anything in the Confirmation Order or the Plan exculpate any party or person from any liability to the United States government or any of its agencies or any state and local authority whatsoever, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any party or person.

J. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

K. Document Retention.

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policies, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

**ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THIS PLAN**

A. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date of this Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. The Bankruptcy Court shall have entered the Confirmation Order which shall be in form and substance reasonably satisfactory to the Debtors and the Committee and consistent in all material respects with the terms and conditions of the Plan;
2. The Confirmation Order shall be in full force and effect;
3. The settlements embodied in the Plan shall have been approved by the Bankruptcy Court and incorporated in the Confirmation Order;
4. The A&R Credit Facility Documents, in form and substance consistent with the A&R Credit Facility Term Sheet, shall have been executed and delivered by the Debtors and the A&R Credit Facility Agent;
5. The Sunbelt Promissory Note, in form and substance consistent with the Sunbelt Term Sheet, shall have been executed and delivered by the Debtors and Sunbelt;
6. The Debtors and the GUC Note Administrative Agent shall have executed the GUC Promissory Notes, and the GUC Promissory Notes shall have vested in the GUC Note Administrative Agent, for the benefit of, and distributions to, Holders of Allowed General Unsecured Claims;

7. The Parent Capital Contribution shall have been contributed to, and vested in, ZHI;
8. The Exit Intercreditor Agreement shall be executed in form and substance consistent with the Plan; and
9. The Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, actions, documents, and other agreements that are necessary to implement and effectuate the Plan and each of the other Restructuring Transactions.

B. Waiver of Conditions.

The conditions to the Effective Date set forth in this Article IX may be waived, in whole or in part, by the Debtors without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate this Plan; *provided, however*, the Debtors shall obtain the consent of the Prepetition Credit Facility Agent with respect to any waiver (in whole or in part) of the condition set forth in Article IX.A.4, and the consent of the Committee with respect to any waiver (in whole or in part) of the condition set forth in Article IX.A.6.

C. Substantial Consummation.

Consummation of this Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

D. Effect of Failure of Conditions.

If Consummation does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by the Debtors, Claims, or Interests; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity, respectively.

ARTICLE X. MODIFICATION, REVOCATION, OR WITHDRAWAL OF THIS PLAN

A. Modification and Amendments.

Except as otherwise specifically provided in this Plan, subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan), the Debtors reserve the right to modify this Plan without additional disclosure pursuant to section 1125 of the Bankruptcy Code prior to the Confirmation Date and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not re-solicit votes on such modified Plan; *provided, however*, that the Debtors shall obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alterations, amendments, supplements, or modifications to the Plan impacting the treatment of Holders of General Unsecured Claims under the Plan. After the Confirmation Date and before substantial consummation of the Plan, the Debtors may initiate proceedings in the Bankruptcy Court pursuant to section 1127(b) of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Plan Supplement, the Disclosure Statement, or the Confirmation Order, relating to such matters as may be necessary to carry out the purposes and intent of the Plan.

After the Confirmation Date, but before the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan (including the Plan Supplement) without further order or approval of the Bankruptcy Court; *provided, however*, that such adjustments and modifications do not materially and adversely affect the treatment of Holders of Claims or Interests.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

The Debtors reserve the right to revoke or withdraw this Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw this Plan, or if Confirmation or Consummation does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

ARTICLE XI. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over the Chapter 11 Cases and all matters arising out of, or relating to, the Chapter 11 Cases, the Confirmation Order, and this Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. Allow, Disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or Allowance of Claims or Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code, the Confirmation Order, or this Plan;
3. resolve any matters related to: (i) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is a party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate any Claims arising therefrom, including Cure Claims; (ii) any dispute regarding whether a contract or lease is or was executory, expired, or terminated; (iii) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (iv) any other issue related to any Executory Contracts and Unexpired Leases; or (v) any dispute regarding whether the Plan or any Restructuring Transactions trigger any cross-default or change of control provision in any contract or agreement;
4. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan and adjudicate any and all disputes arising from or relating to distributions under this Plan or the Confirmation Order;
5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
6. adjudicate, decide, or resolve any and all matters related to Causes of Action that may arise from or in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

7. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
8. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of this Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with this Plan, the Confirmation Order, or the Disclosure Statement;
9. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of this Plan or any Entity's obligations incurred in connection with this Plan or the Confirmation Order and the administration of the Estates;
11. hear and determine disputes arising in connection with the interpretation, implementation, effect, or enforcement of this Plan or the Plan Supplement, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
12. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of this Plan or the Confirmation Order;
13. adjudicate, decide, or resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, exculpations, and other provisions contained in **Article VIII** hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, exculpations, and other provisions;
14. adjudicate, decide, or resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to **Article VI** hereof;
15. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
16. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order, the Plan Supplement, or any contract, instrument, release, indenture, or other agreement or document created in connection with this Plan, the Plan Supplement, or the Disclosure Statement;
17. enter an order concluding or closing the Chapter 11 Cases;
18. consider any modifications of this Plan to cure any defect or omission or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
19. determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;
20. adjudicate, decide, or resolve disputes as to the ownership of any Claim or Interest;
21. adjudicate, decide, or resolve all matters related to any subordinated Claim;
22. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;
23. adjudicate, decide, or resolve matters concerning state, local, and U.S. federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

24. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

25. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in this Plan, including under Article VIII hereof;

26. hear and determine all disputes involving the obligations under, or the terms of, the GPX Final Settlement Order;

27. enforce all orders previously entered by the Bankruptcy Court in connection with the Chapter 11 Cases;

28. hear any other matter not inconsistent with the Bankruptcy Code; and

29. enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases with respect to any Person or Entity, and resolve any cases, controversies, suits, or disputes that may arise in connection with any Person or Entity's rights arising from or obligations incurred in connection with the Plan.

Nothing herein limits the jurisdiction of the Bankruptcy Court to interpret and enforce the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement, without regard to whether the controversy with respect to which such interpretation or enforcement relates may be pending in any state or other federal court of competent jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article XI, the provisions of this Article XI shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Unless otherwise specifically provided herein or in a prior Order of the Bankruptcy Court, the Bankruptcy Court shall have exclusive jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose prior to the Effective Date.

As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the A&R Credit Facility Documents shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain any jurisdiction with respect thereto.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted or rejected this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan or the Confirmation Order, each Entity acquiring property under this Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to this Plan and the Confirmation Order, regardless of whether any such Holder of a Claim or Interest has voted on this Plan.

B. Waiver of Stay.

The requirement under Bankruptcy Rule 3020(e) that an order confirming a plan is stayed until the expiration of fourteen (14) days after entry of the order shall be waived by the Confirmation Order. The Confirmation Order shall take effect immediately and shall not be stayed pursuant to the Bankruptcy Code, Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062 or otherwise.

C. Additional Documents.

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of this Plan or the Confirmation Order. The Debtors, the Reorganized Debtors, the GUC Note Administrative Agent, or the GUC Note Collateral Agent, as applicable, and all Holders of Claims receiving distributions pursuant to this Plan and all other parties in interest, shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan and the Confirmation Order.

D. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by each of the Debtors or the Reorganized Debtors (or the Distribution Agent on behalf of each of the Reorganized Debtors), as applicable, for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

The Debtors shall file all quarterly reports due prior to the Effective Date when they become due, in a form reasonably acceptable to the U.S. Trustee. After the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee, which reports shall include a separate schedule of disbursements made during the applicable period, attested to by the Reorganized Debtors. The obligation to file quarterly reports shall continue until the earliest of the Debtors' cases being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

E. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, the Committee shall dissolve automatically and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases, except with respect to (i) final fee applications of the Professionals asserting Professional Fee Claims, including any appeals in connection therewith, or (ii) for purposes of participating in any appeals of the Confirmation Order. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred after the Effective Date by the members of or advisors to the Committee, other than such fees and expenses incurred in connection with any appeals of the Confirmation Order. Any reasonable and documented fees or expenses of the Committee or its advisors incurred between the Confirmation Date and the Effective Date (or after the Effective Date with respect to any appeals of the Confirmation Order) shall be paid by the Debtors or Reorganized Debtors, as applicable, without the necessity of the filing of a fee application for such fees and expenses.

F. Reservation of Rights.

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by any Debtor with respect to this Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor or any Entity unless and until the Effective Date occurs.

G. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

H. Notices.

To be effective, all notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the Debtors or the Reorganized Debtors, to:

Zachry Holdings, Inc.
P.O. Box 240130
San Antonio, TX 78224
Attention: Jay Old

with copies (which shall not constitute notice) to:

White & Case LLP
609 Main Street, Suite 2900
Houston, Texas 77002
Attention: Charles R. Koster
Email: charles.koster@whitecase.com

-and-

White & Case LLP
111 South Wacker Drive
Chicago, IL 60606
Attention: Bojan Guzina, Andrew F. O'Neill, William A. Guerrieri, Adam T. Swingle
Email: bojan.guzina@whitecase.com;
aoneill@whitecase.com;
william.guerrieri@whitecase.com;
adam.swingle@whitecase.com

2. if to the Committee, to:

Jason Brookner
Gray Reed LLP
1300 Post Oak Blvd., Suite 2000
Houston, TX 77056
Attention: Jason S. Brookner
Email: jbrookner@grayreed.com

-and-

Ehud Barak
Daniel Desatnik
Proskauer LLP
Eleven Times Square
New York, NY 10036-8299
Attention: Ehud Barak, Daniel Desatnik
Email: ebarak@proskauer.com;
ddesatnik@proskauer.com

Paul V. Possinger
Proskauer LLP
Three First National Plaza
70 West Madison, Suite 3800
Chicago, IL 60602-4342
Attention: Paul V. Possinger
Email: ppossinger@proskauer.com

3. if to the Prepetition Credit Facility Agent, to:
Bank of America, N.A.
Agency Management
900 W. Trade St.
Gateway Village – 900 Building
NC1-026-06-03
Charlotte, NC 28255
Attention: Dianna (Dottie) Benner

with copies (which shall not constitute notice) to:

McGuireWoods LLP
845 Texas Ave., 24th Floor
Houston, TX 77002
Attention: Demetra Liggins, Andrew C. Papa
Email: dliggins@mcguirewoods.com;
apapa@mcguirewoods.com

-and-

McGuireWoods LLP
1251 Avenue of Americas, 20th Floor
New York, New York 10020-1104
Attention: Shawn R. Fox
Email: sfox@mcguirewoods.com

After the Effective Date, the Debtors have authority to send a notice to Entities receiving documents pursuant to Bankruptcy Rule 2002 that such Entities must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

I. Term of Injunctions or Stays.

Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

J. Entire Agreement.

Except as otherwise indicated, and without limiting the effectiveness of this Plan (including, for the avoidance of doubt, the Plan Supplement), the Confirmation Order supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan, the Confirmation Order, the Plan Supplement, and the documents related thereto.

K. Exhibits.

All exhibits and documents included in this Plan, the Confirmation Order, and the Plan Supplement are incorporated into and are a part of this Plan as if set forth in full in this Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at www.veritaglobal.net/ZHI or the Bankruptcy Court's website at <http://www.txs.uscourts.gov/>.

L. Deemed Acts.

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under this Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party by virtue of this Plan and the Confirmation Order.

M. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the Debtors' or Reorganized Debtors' consent, as applicable; and (3) non-severable and mutually dependent.

N. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, each of the Released Parties and Exculpated Parties will be deemed to have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and in a manner consistent with the Disclosure Statement, the Plan, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations in connection with all of their respective activities relating to support and consummation of the Plan and are entitled to the protections of section 1125(e) of the Bankruptcy Code and all other applicable protections and rights provided in the Plan. Without limiting the generality of the foregoing, upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and other applicable law.

O. Request for Expedited Determination of Taxes.

The Debtors and Reorganized Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

P. Closing of Chapter 11 Cases.

Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to (1) close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Reorganized Debtors, and all contested matters relating to each of the Debtors, including objections to Claims, and enforcement of this Plan shall be administered and heard in such Chapter 11 Case and (2) change the name of the remaining Debtor and case caption of the remaining open Chapter 11 Case as desired, in the Reorganized Debtors' sole discretion.

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, including full satisfaction of all obligations of the Reorganized Debtors under this Plan, File with the Bankruptcy Court all

documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

Q. Waiver or Estoppel.

Upon the Effective Date, each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in this Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

R. Creditor Default.

An act or omission by a Holder of a Claim in contravention of the provisions of this Plan shall be deemed an event of default under this Plan. Upon an event of default, the Reorganized Debtors may seek to hold the defaulting party in contempt of the Confirmation Order and shall be entitled to reasonable attorneys' fees and costs of the Reorganized Debtors in remedying such default. Upon the finding of such a default by a creditor, the Bankruptcy Court may: (a) designate a party to appear, sign and/or accept the documents required under the Plan on behalf of the defaulting party, in accordance with Bankruptcy Rule 7070; (b) enforce the Plan by order of specific performance; (c) award judgment against such defaulting creditor in favor of the Reorganized Debtors in an amount, including interest, to compensate the Reorganized Debtors for the damages caused by such default; and (d) make such other order as may be equitable that does not materially alter the terms of this Plan.

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Dated: February 23, 2025

ZACHRY HOLDINGS, INC.
(for itself and on behalf of each of the other Debtors
and Debtors in Possession)

By: /s/ Mohsin Y. Meghji

Name: Mohsin Y. Meghji

Title: Chief Restructuring Officer

Exhibit B

Exit ICA Term Sheet

INTERCREDITOR AGREEMENTSummary of Terms and Conditions

Reference is made to (i) that certain amended and restated credit agreement, to be entered into by and among Zachry Holdings, Inc., a Delaware corporation (the “Company”), Zachry EPC Holdings, LLC, a Texas limited liability company and Zachry Plant Services Holdings, Inc., a Texas corporation (collectively, the “Borrowers” and, each individually, a “Borrower”), the Company, as holdings, the several lenders from time to time parties thereto (the “First Lien Lenders”), Bank of America, N.A., as administrative agent and collateral agent (the “First Lien Agent”) and each other party thereto, (ii) that certain second lien secured promissory note (the “Sunbelt Note”) to be entered into by and among the Company and Sunbelt Rentals, Inc. (the “Second Lien Holder”) and (iii) that certain third lien secured promissory note (the “GUC Promissory Note”) to be entered into by and among the Company, Holders of General Unsecured Claims (the “Third Lien Holders”) and the administrative agent under the GUC Promissory Note (the “Third Lien Agent”). The relative rights of the First Lien Lenders, the Second Lien Holder and the Third Lien Holders in the Loan Party Collateral (as defined in the A&R Credit Facility Term Sheet) will be governed by an intercreditor agreement to be entered into by and between the First Lien Agent, the Second Lien Holder and the Third Lien Agent on the terms set forth below and otherwise on terms and conditions mutually agreed to by the First Lien Agent, the Second Lien Holder and the Third Lien Agent. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 1978].

SUBORDINATION

Priority of Liens:

The priority of liens on the Collateral is in the following order:

- (1) Liens securing all obligations outstanding under the A&R Credit Facility Documents, certain hedging agreements or cash management agreements, and documentation (the “Additional First Lien Documentation”) with respect to any other indebtedness issued or guaranteed by any Loan Party which are secured by any or all of the Collateral on a basis that is senior to the Second Lien Obligations (as defined below), including all interest, fees, costs and expenses accrued or accruing (or which would, absent commencement of an insolvency proceeding, accrue) after commencement of an insolvency proceeding (the “First Lien Obligations”);
- (2) Liens securing all obligations outstanding under the Sunbelt Note, including all interest, fees, costs and expenses accrued or accruing (or which would, absent commencement of an insolvency proceeding, accrue) after commencement of an insolvency proceeding (the “Second Lien Obligations”); and

- (3) Liens securing all obligations outstanding under the GUC Promissory Note, including all interest, fees, costs and expenses accrued or accruing (or which would, absent commencement of an insolvency proceeding, accrue) after commencement of an insolvency proceeding (the “Third Lien Obligations”).

There will be no cap on the maximum principal amount of loans and commitments under the First Lien Documentation and under the Additional First Lien Documentation. The amount of Second Lien Obligations shall be capped at an amount to be agreed between the Second Lien Holder and the Third Lien Agent. The amount of Second Lien Obligations and Third Lien Obligations shall be capped at an amount set forth in the A&R Credit Facility Documents.

The Collateral granted to the First Lien Agent on behalf of the First Lien Holders, the Second Lien Holder and the Third Lien Agent on behalf of the Third Lien Holders shall not include any assets that are not Collateral granted to each of such other persons. No person shall guaranty any of the First Lien Obligations, Second Lien Obligations or Third Lien Obligations that is not a guarantor or borrower, as applicable, of the First Lien Obligations, the Second Lien Obligations and the Third Lien Obligations.

The priority of liens shall remain in full force and effect irrespective of the time, manner, or order of the grant, attachment, or perfection of a lien.

Application of Payments:

Until (a) the payment in full in cash of the principal of, interest on (including postpetition interest, fees, expenses and costs), and other outstanding amounts of First Lien Obligations, termination of all commitments constituting First Lien Obligations, termination/cash collateralization of all letters of credits issued and constituting First Lien Obligations, and termination/cash collateralization of any applicable hedging agreements or cash management agreements (the “Discharge of First Lien Obligations”), (b) the payment in full in cash of the principal of, interest on (including postpetition interest, fees, expenses and costs), and other outstanding amounts of Second Lien Obligations (the “Discharge of Second Lien Obligations”) and (c) the payment in full in cash of the principal of, interest on (including postpetition interest, fees, expenses and costs), and other outstanding amounts of Third Lien Obligations (the “Discharge of Third Lien Obligations”), Collateral, proceeds or other distributions with respect to the Collateral received in connection with an enforcement action as a secured creditor

pertaining to the Collateral (an “Enforcement Action”) or an insolvency proceeding will be applied:

- (a) first, to the First Lien Obligations (including permanent reduction of Exit Revolving Commitments under the Exit Revolving Facility);
- (b) second, upon the Discharge of First Lien Obligations, to the Second Lien Obligations;
- (c) third, upon the Discharge of First Lien Obligations and the Discharge of Second Lien Obligations, to the Third Lien Obligations; and
- (d) fourth, upon the Discharge of First Lien Obligations, the Discharge of Second Lien Obligations and the Discharge of Third Lien Obligations, to the applicable ZHI Entity Guarantor (as defined in the A&R Credit Facility Term Sheet) or as otherwise required by law.

Payment Turnover:

Until the Discharge of First Lien Obligations has occurred, Collateral or proceeds thereof received by either (i) an agent or trustee with respect to the Second Lien Obligations or any other holders of the Second Lien Obligations (a “Second Lien Claimholder”) or (ii) an agent or trustee with respect to the Third Lien Obligations or any other holders of the Third Lien Obligations (a “Third Lien Claimholder”), in each case in connection with an Enforcement Action, otherwise in contravention of the Intercreditor Agreement, or in connection with an insolvency proceeding will be paid over to a designated First Lien Claimholder (as defined below).

Following the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations, Collateral or proceeds thereof received by an agent or trustee with respect to First Lien Obligations or the Third Lien Obligations or any other holders of the First Lien Obligations (a “First Lien Claimholder”) or any Third Lien Claimholder in connection with an Enforcement Action, otherwise in contravention of the Intercreditor Agreement, or in connection with an insolvency proceeding will be paid over to a designated Second Lien Claimholder.

Following the Discharge of First Lien Obligations and the Discharge of Second Lien Obligations and until the Discharge of Third Lien Obligations, Collateral or proceeds thereof received by an agent or trustee with respect to the First Lien Obligations or the Second Lien Obligations or any First Lien Claimholder or Second Lien Claimholders in connection with an Enforcement Action, otherwise in contravention of the Intercreditor Agreement, or in connection with an insolvency proceeding will be paid over to a designated Third Lien Claimholder.

Standstill Period:

Second Lien Claimholders may commence an Enforcement Action with respect to the Collateral or otherwise exercise rights under applicable law if (a) the Discharge of First Lien Obligations has occurred, or (b) a 180 day standstill period has elapsed, and no First Lien Claimholder is then diligently pursuing an Enforcement Action against any Collateral or diligently attempting to vacate any stay against such exercise, or any Loan Party is subject of an insolvency proceeding; provided that the Second Lien Holder shall give the First Lien Agent at least 15 days prior written notice prior to taking any Enforcement Action (which notice may be given during the standstill period). The standstill period may be triggered by the Second Lien Claimholders providing written notice to a designated representative of the First Lien Claimholders upon (i) any payment default under the First Lien Documentation (as in effect on the effective date thereof or from time to time and irrespective of any waiver thereof), (ii) any payment default under the Second Lien Documentation or (iii) a breach of the restricted payments covenant under the Second Lien Documentation. Notwithstanding the foregoing, Second Lien Claimholders shall have all rights as an unsecured creditor and may exercise all rights and remedies available thereto to the extent not specifically waived, provided, that if any Second Lien Claimholder becomes a judgment lien creditor in respect of Collateral as a result of enforcement thereof, such judgment lien shall be subordinated to liens securing First Lien Obligations.

Third Lien Claimholders may commence an Enforcement Action with respect to the Collateral or otherwise exercise rights under applicable law if (a) the Discharge of First Lien Obligations and Discharge of Second Lien Obligations has occurred, or (b) a 270 day standstill period (or, after the Discharge of First Lien Obligations, a 90-day standstill period) and no First Lien Claimholder or Second Lien Claimholder is then diligently pursuing an Enforcement Action against any Collateral or diligently attempting to vacate any stay against such exercise, or any Loan Party is subject of an insolvency proceeding. The standstill period may be triggered by the Third Lien Claimholders providing written notice to a designated representative of the First Lien Claimholders and Second Lien Claimholders upon (i) any payment default under the First Lien Documentation (as in effect on the effective date thereof or from time to time and irrespective of any waiver thereof), (ii) any payment default under the Third Lien Documentation or (iii) a breach of the restricted payments covenant under the Third Lien Documentation. Notwithstanding the foregoing, Third Lien Claimholders shall have all rights as an unsecured creditor and may exercise all rights and remedies available thereto to the extent not specifically waived, provided, that if any Third Lien Claimholder becomes a judgment lien creditor in respect of Collateral as a result of enforcement thereof, such judgment lien

shall be subordinated to liens securing First Lien Obligations and Second Lien Obligations.

Release of Liens:

If in connection with (1) a First Lien Claimholder's Enforcement Action in respect of the Collateral or (2) a disposition of Collateral not prohibited by the terms of the First Lien Documentation from time to time in effect, the First Lien Claimholders release any liens on any part of the Collateral or release any Guarantor from its obligations under its guaranty of the First Lien Obligations, then the liens of the Second Lien Claimholders and the Third Lien Claimholders on such Collateral and the obligations of such Guarantor under its guaranty of the Second Lien Obligations and the Third Lien Obligations, shall in each case be automatically released to the same extent as the liens of such First Lien Claimholders, or the obligations of such Guarantor under its guaranty of the First Lien Obligations, as applicable, are released (but shall apply to any remaining proceeds of such disposition of Collateral that are not otherwise utilized to repay the First Lien Obligations).

If in connection with (1) a Second Lien Claimholder's Enforcement Action in respect of the Collateral or (2) a disposition of Collateral not prohibited by the terms of the First Lien Documentation, not prohibited by the terms of the Second Lien Documentation and not prohibited by the terms of the Third Lien Documentation, the Second Lien Claimholders release any liens on any part of the Collateral or release any Guarantor from its obligations under its guaranty of the Second Lien Obligations, then the liens of the Third Lien Claimholders on such Collateral and the obligations of such Guarantor under its guaranty of the Third Lien Obligations, shall in each case be automatically released to the same extent as the liens of such Second Lien Claimholders, or the obligations of such Guarantor under its guaranty of the Second Lien Obligations, as applicable, are released (but shall apply to any remaining proceeds of such disposition of Collateral that are not otherwise utilized to repay the Second Lien Obligations).

The First Lien Agent and the First Lien Claimholders shall have the sole and exclusive right, subject to the rights of Grantors under the First Lien Documents, to adjust and settle any claim under any insurance policy covering the Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding (or any deed in lieu of condemnation) affecting the Collateral. All proceeds of any such insurance policy and any such award (or any payments with respect to a deed in lieu of condemnation) shall be paid, subject to the rights of Grantors under the First Lien Documents and the Second Lien Documents, first to the First Lien Claimholders, then to Second Lien Claimholders and finally to the Third Lien

Claimholders in accordance with the priorities set forth herein, or as a court of competent jurisdiction may otherwise direct.

INSOLVENCY PROCEEDINGS

DIP Financing / Cash Collateral:

Until the Discharge of First Lien Obligations, the Second Lien Claimholders and the Third Lien Claimholders will not contest any debtor-in-possession financing (“DIP Financing”) or the use of cash collateral if the designated First Lien Claimholder consents thereto; provided that (i) the aggregate principal amount of such DIP Financing, together with the aggregate outstanding First Lien Obligations (including any roll-up), does not exceed the DIP Cap, (ii) such DIP Financing or cash collateral order (A) does not compel any Grantor to seek confirmation of a specific plan of reorganization for which all or substantially all of the material terms are set forth in such DIP Financing documentation or the DIP Financing order or (B) does not require the sale or other liquidation of a material portion of the Collateral prior to a default under such DIP Financing documentation or cash collateral order (but may include sale or plan milestones providing for the sale or reorganization of each Grantor’s business as a going concern that are intended to cause the applicable Grantor to consummate such sale or reorganization as soon as practicable after the commencement of an insolvency proceeding), and (iii) the liens securing such DIP Financing shall be senior to or pari passu with the liens of the First Lien Claimholder on the Collateral securing the then outstanding First Lien Obligations (collectively, the “DIP Financing Conditions”).

“DIP Cap” shall mean 130% of the aggregate principal amount of First Lien Obligations outstanding at any time.

Sale of Collateral:

Second Lien Claimholders and Third Lien Claimholders will not object in such capacities, and will be deemed to have consented to a 363 sale of Collateral to which the designated First Lien Claimholder consents in writing if (a) the liens of the Second Lien Claimholders attach to the net proceeds with the same priority as their liens on the Collateral which liens are subject to the Intercreditor Agreement, (b) the liens of the Third Lien Claimholders attach to the net proceeds with the same priority as their liens on the Collateral which liens are subject to the Intercreditor Agreement and (c) the net proceeds are distributed in accordance with the application of payments under the Intercreditor Agreement; provided that the Second Lien Claimholders and the Third Lien Claim Holders will not be limited from exercising rights available to general unsecured creditors to object to such a proposed sale of Collateral. The Second Lien Claimholders and the Third Lien Claimholders will

not object in such capacities to the right of the First Lien Claimholders to credit bid First Lien Obligations.

Adequate Protection:

Second Lien Claimholders and Third Lien Claimholders shall not contest any request by the First Lien Claimholders for adequate protection, postpetition interest or relief from the automatic stay.

To the extent that adequate protection is requested by and granted to the First Lien Claimholders in the form of payment of postpetition interest as adequate protection, additional or replacement liens or superpriority claims, the Second Lien Claimholders and Third Lien Claimholders may also seek payment of postpetition interest as adequate protection, additional or replacement liens or superpriority claims; *provided* that (i) if the Second Lien Claimholders receive adequate protection in the form of additional or replacement liens or superpriority claims, such liens and claims will be subordinate to the liens and claims of the First Lien Claimholders, (ii) if the Third Lien Claimholders receive adequate protection in the form of additional or replacement liens or superpriority liens, such liens and claims will subordinate to the liens and claims of the First Lien Claimholders and the Second Lien Claimholders, (iii) the Second Lien Claimholders may seek the payment of postpetition interest as adequate protection subject to the First Lien Claimholders' right to object to the reasonableness of such payments and (iv) the Third Lien Claimholders may seek the payment of postpetition interest as adequate protection subject to the First Lien Claimholders' and the Second Lien Claimholders' right to object to the reasonableness of such payments.

Waiver of Claims:

Second Lien Claimholders and Third Lien Claimholders waive any right to assert or enforce any claim under section 506(c) or 552 of the Bankruptcy Code as against any First Lien Claimholders or any of the Collateral.

Third Lien Claimholders waive any right to assert or enforce any claim under section 506(c) or 552 of the Bankruptcy Code as against any Second Lien Claimholders or any of the Collateral.

Plan Voting:

Second Lien Claimholders and Third Lien Claimholders shall have the right to vote any claim in any insolvency proceeding; provided, the Second Lien Claimholders and the Third Lien Claimholders in such capacities shall not vote in favor of any chapter 11 plan that is in violation of the Intercreditor Agreement.

OTHER PROVISIONS

Purchase Rights:

None.

Amendment of Loan Documents:

The First Lien Claimholders have consent rights with respect to amendments to Second Lien Documentation that (i) are in violation of the Intercreditor Agreement, (ii) restrict the Borrowers' ability to make required payments with respect to the First Lien Obligations, or (iii) shortens the maturity or weighted average life to maturity of the Second Lien Obligations, require that any payment on the Second Lien Obligations be made earlier than originally scheduled or add or make more restrictive any mandatory payment, prepayment, redemption, repurchase, sinking fund or similar requirement except for periods beyond the latest maturity date under the First Lien Documentation.

The First Lien Claimholders have consent rights with respect to amendments to Third Lien Documentation that (i) are in violation of the Intercreditor Agreement, (ii) restrict the Borrowers' ability to make required payments with respect to the First Lien Obligations, or (iii) shortens the maturity or weighted average life to maturity of the Third Lien Obligations, require that any payment on the Third Lien Obligations be made earlier than originally scheduled or add or make more restrictive any mandatory payment, prepayment, redemption, repurchase, sinking fund or similar requirement except for periods beyond the latest maturity date under the First Lien Documentation.

The Second Lien Claimholders have consent rights with respect to amendments to First Lien Documentation that are in violation of the Intercreditor Agreement.

The Third Lien Claimholders have consent rights with respect to amendments to First Lien Documentation and Second Lien Documentation that are in violation with the Intercreditor Agreement.

Tab 11

24-90377 ECF No. 3279

United States Bankruptcy Court
Southern District of Texas

ENTERED

November 24, 2025

Nathan Ochsner, Clerk

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

IN RE:

**ZACHRY HOLDINGS, INC., *et al.*,
Debtors.**

§
§
§
§
§

CASE NO: 24-90377

**Jointly Administered
CHAPTER 11**

ORDER AND MEMORANDUM OPINION

Encina Development Group, LLC (“Encina”) moves for its proof of claim filed after the bar date to be deemed timely filed.¹ The Reorganized Debtors oppose Encina’s motion.² For the reasons explained below, Encina’s motion is denied.

BACKGROUND

On January 15, 2021, Zachry Engineering Corporation (“ZEC”) sued Encina in the 125th Judicial District Court of Harris County, Texas, alleging breach of contract.³ On April 5, 2021, Encina filed a counterclaim against ZEC alleging breach of contract.⁴ In October 2021, ZEC filed a motion to dismiss Encina’s counterclaim.⁵ ZEC’s motion was denied in March 2022.⁶ In April 2022, ZEC appealed the district court’s denial of its motion to dismiss.⁷ In May 2023, the court of appeals

¹ ECF No. 2120.

² ECF No. 2348.

³ ECF No. 2120, at 2.

⁴ *Id.* at 3.

⁵ ECF No. 2348, at 2.

⁶ *Id.*

⁷ *Id.*

affirmed the district court's decision.⁸ In July 2023, ZEC filed a petition for review with the Texas Supreme Court.⁹ In November 2023, the Texas Supreme Court requested briefing on the merits.¹⁰

In May 2024, ZEC commenced Chapter 11 proceedings in this Court.¹¹ On June 3, 2024, ZEC filed a document entitled "Notice of Bankruptcy" in the proceedings before the Texas Supreme Court.¹² It is undisputed that Encina received ZEC's Notice of Bankruptcy. ZEC's statement of financial affairs listed the pending Encina litigation.¹³ However, ZEC did not list Encina's counterclaim as a liability on its Schedule E/F.¹⁴

On July 26, 2024, the Court issued an order setting September 16, 2024, as the bar date for filing proofs of claim (the "Bar Date Order").¹⁵ Encina was not served the Bar Date Order.¹⁶

On November 7, 2024, Debtors became aware that they had not served the Bar Date Order on Encina and served its counsel via email and first-class mail.¹⁷ The claims and noticing agent's supplemental certificate of service indicates that Encina's counsel was served via e-mail on November 7, 2024.¹⁸ Encina's counsel testified that she did not

⁸ *Id.*

⁹ *Id.*

¹⁰ *Zachry Eng'g Corp. v. Encina Dev. Grp., LLC*, No. 23-0506 (Tex. Nov. 10, 2023). The petition was denied in September 2025.

¹¹ ECF No. 1.

¹² Case No. 24-90391, ECF No. 323-6.

¹³ ECF No. 534, at 47.

¹⁴ ECF No. 513, at 36–39.

¹⁵ ECF No. 636.

¹⁶ ECF No. 643, at 41–44.

¹⁷ ECF Nos. 2348, at 3; 1446.

¹⁸ ECF No. 1446.

receive notice of the bar date until November 19, 2024.¹⁹ Encina filed its proof of claim on December 10, 2024.

On January 23, 2025, Debtors filed their Modified First Amended Joint Chapter 11 Plan, which provided that all proofs of claim filed after the bar date were disallowed.²⁰ Encina thereafter filed the motion before the Court on February 11, 2025.²¹ Zachry's Chapter 11 plan became effective on April 10, 2025.²²

JURISDICTION & VENUE

28 U.S.C. § 1334 provides the District Courts with jurisdiction over this proceeding. 28 U.S.C. § 157(b)(1) states that “[b]ankruptcy judges may hear and determine all cases under title 11 and all core proceedings arising under title 11, or arising in a case under title 11, referred under subsection (a) of this section, and may enter appropriate orders and judgments, subject to review under section 158 of this title.” This proceeding has been referred to this Court under General Order 2012-6 (May 24, 2012). This Court has authority over this proceeding as it is a core proceeding which the Court can consider under 28 U.S.C. §§ 157(b)(2)(A) and (B). The Court has constitutional authority to enter final orders and judgments. *Stern v. Marshall*, 564 U.S. 462, 486–87 (2011). Venue is proper under 28 U.S.C. §§ 1408 and 1409.

DISCUSSION

Encina argues that the Court should allow its proof of claim to be filed after the bar date under (1) due process grounds, (2) Bankruptcy

¹⁹ ECF No. 3278, at 25:20.

²⁰ ECF No. 1978, at 41.

²¹ ECF No. 2120.

²² ECF No. 2431.

Local Rule 3003-1, or (3) Bankruptcy Rule 9006(b)(1). The Court disagrees.

Due process does not require Encina's proof of claim to be allowed. "The confirmation of a plan of reorganization has res judicata effect on issues and *claims* raised, or which could have been raised by the creditor prior to confirmation." *In re Tex. Tamale Co., Inc.*, 219 B.R. 732, 737 (Bankr. S.D. Tex. 1998). However, a claimant may file a late proof of claim if they can show that failing to allow the filing would be violative of due process. *Thornton v. Seadrill Ltd.*, 626 B.R. 422, 427 (S.D. Tex. 2021).

Due process requires "notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). The Fifth Circuit has stated that where a creditor receives notice of the bankruptcy, the creditor has "actual knowledge of the case necessary to permit him to take steps to protect his rights." *Grossie v. Sam (In re Sam)*, 894 F.2d 778, 781-82 (5th Cir. 1990). In *In re Sam*, the Fifth Circuit found that due process was satisfied where a creditor received notice of the automatic stay eighteen days prior to the bar date and did not receive notice of the bar date until it had passed. *See id.*

Here, Zachry's Chapter 11 plan has been confirmed. Encina did not receive notice of the bar date until after it had passed. However, Encina received the notice of the bankruptcy fifteen weeks prior to the bar date and twenty-seven weeks before it filed its proof of claim.²³ Encina had actual knowledge that ZEC was in bankruptcy and did not take steps to protect its rights. Thus, the requirements of due process were satisfied. Due process does not require that Encina's claim be allowed.

²³ See Case No. 24-90391, ECF No. 323-6.

The Court declines to allow Encina's proof of claim under Bankruptcy Local Rule 3003-1. B.L.R. 3003-1(c)(4) provides:

On motion filed by a creditor before or after the expiration of the time to file a proof of claim, the court may extend the time by not more than 60 days from the date of the order granting the motion. The motion may be granted if the court finds that: (A) the notice of the commencement of the case was insufficient under the circumstances to give the creditor a reasonable time to file a proof of claim because the debtor failed to timely list the creditor's name and address as required by Rule 1007(a)[.]

Bankruptcy Rule 1007(a) requires debtors to file "a list containing the name and address of each entity included or to be included on Schedules D, E/F, G, and H of the Official Forms." FED. R. BANKR. P. 1007(a)(1). Encina was not listed on Debtors' schedules. Nevertheless, the notice of the commencement of the case was not insufficient under the circumstances to give Encina a reasonable time to file a proof of claim. Encina had actual notice months before the bar date and received that notice in the very litigation that its claim arises from.

Lastly, the Court declines to allow Encina's proof of claim under Bankruptcy Rule 9006. The rule provides that a court may extend the time to act if "the failure to act within that period resulted from excusable neglect." FED. R. BANKR. P. 9006(b)(1)(B). When considering whether neglect is excusable, courts consider four factors from the U.S. Supreme Court's decision in *Pioneer Investment Services Co. v. Brunswick Associates Limited Partnership*, 507 U.S. 380 (1993). These factors are: (1) the danger of prejudice to the debtor; (2) the length of the delay and its potential impact on judicial proceedings; (3) the reason for the delay, including whether it was within the reasonable control of the movant; and (4) whether the movant acted in good faith. *Id.* at 395.

The first *Pioneer* factor weighs in favor of permitting Encina's proof of claim. Debtors knew of Encina's claim at the commencement of

their case and Debtors concede that permitting Encina to file its proof of claim will not prejudice them.²⁴

The second *Pioneer* factor weighs against allowing Encina's proof of claim. As mentioned above, the length of the delay here was significant. Encina did not file its proof of claim until twenty-seven weeks after it received notice of ZEC's bankruptcy. It also failed to file the proof of claim until five weeks after it was served notice of the bar date. While Encina's claim is unlikely to adversely impact the post-confirmation proceedings, the sheer length of delay cannot be overlooked.

The third *Pioneer* factor also weighs against permitting Encina to file its proof of claim. Courts have recognized the third *Pioneer* factor as carrying more weight than the others. *Rainey v. Davenport (In re Davenport)*, 342 B.R. 482, 497 (Bankr. S.D. Tex. 2006). Encina provides no reason for delay after it received actual notice of the bankruptcy case.

The situation here is indistinguishable from *In re Unit Corp.*, No. 4:21-CV-435, 2022 U.S. Dist. LEXIS 58051 (S.D. Tex. March 30, 2022). In that case, the District Court upheld this Court's decision to refuse to allow late filed proofs of claim where a claimant's failure to timely file his proof of claim was within his reasonable control. *Id.* at *17. The claimant there received a suggestion of bankruptcy months before the bar date but did not receive notice of the bar date until after it had passed. *Id.* Where the reason for delay is "inadvertence or ignorance of bankruptcy procedure," there is no excusable neglect. *See id.* at *20. Encina offers no reasons for delay other than an unexplained failure to follow established case law.

The final *Pioneer* factor is neutral. There is no evidence whether Encina acted in good or bad faith by waiting to file its proof of claim.

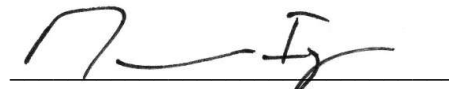
²⁴ ECF No. 2348, at 7.

Two of the *Pioneer* factors, including the most important factor, weigh in favor of disallowing Encina's claim; one factor weighs in favor of allowance. In consideration of the extreme delay in this case, the Court concludes that Encina's neglect was not excusable.

CONCLUSION

For the reasons explained above, Encina's Motion to Permit Filing Proof of Claim After Bar Date²⁵ is denied. Encina's claim is disallowed.

SIGNED 11/24/2025



Marvin Isgur
United States Bankruptcy Judge

²⁵ ECF No. 2120.

Tab 12

24-90377 ECF No. 3281

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

IN RE: ZACHRY HOLDINGS, INC., et al., Debtors	§ § § §	CASE NO: 24-90377 Jointly Administered CHAPTER 11

**ENCINA DEVELOPMENT GROUP LLC'S NOTICE OF APPEAL
AND STATEMENT OF ELECTION**

Part 1: Identify the appellant(s)

1. Name(s) of appellant(s): **Encina Development Group, LLC**
2. Position of appellant(s) in the adversary proceeding or bankruptcy case that is the subject of this appeal:

For appeals in an adversary proceeding.

- ☐ Plaintiff
☐ Defendant
☐ Other (describe)

For appeals in a bankruptcy case and not in an adversary proceeding.

- ☐ Debtor
☒ **Creditor**
☐ Trustee
☐ Other (describe)

Part 2: Identify the subject of this appeal

1. Describe the judgment—or the appealable order or decree—from which the appeal is taken:

Order and Memorandum Opinion entered on November 24, 2025 regarding Encina Development Group, LLC's Motion to Permit Filing Proof of Claim After Bar Date

2. State the date on which the judgment—or the appealable order or decree—was entered:

November 24, 2025

Part 3: Identify the other parties to the appeal

List the names of all parties to the judgment—or the appealable order or decree—from which the appeal is taken and the names, addresses, and telephone numbers of their attorneys (attach additional pages if necessary):



2490377251208000000000001

1. Party: Encina Development Group, LLC (movant / creditor)	Attorney: Kathryn Skagerberg NELSON MULLINS RILEY & SCARBOROUGH LLP 1222 Demonbreun, Suite 1700 Nashville, TN 37203 (615) 664-5351 kate.skagerberg@nelsonmullins.com

2. Party: Zachry Engineering Corp. (debtor)	Attorney: Charles Koster WHITE & CASE LLP 609 Main Street, Suite 2900 Houston, Texas 77002 (713) 496-9700 charles.koster@whitecase.com Alex Konstantynovski WHITE & CASE LLP 1221 Avenue of the Americas New York, NY 10020 (212) 819 2549 alex.konstantynovski@whitecase.com

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fhe@whitecase.com
barrett.lingle@whitecase.com
adam.swingle@whitecase.com

Part 4: Optional election to have appeal heard by District Court (applicable only in certain districts)

If a Bankruptcy Appellate Panel is available in this judicial district, the Bankruptcy Appellate Panel will hear this appeal unless, pursuant to 28 U.S.C. § 158(c)(1), a party elects to have the appeal heard by the United States District Court. If an appellant filing this notice wishes to have the appeal heard by the United States District Court, check below. Do not check the box if the appellant wishes the Bankruptcy Appellate Panel to hear the appeal.

☒ Appellant(s) elect to have the appeal heard by the United States District Court rather than by the Bankruptcy Appellate Panel.

Part 5: Sign below



Date: December 8, 2205

Signature of attorney for appellant

Name, address, and telephone number of attorney:

Kathryn Skagerberg
NELSON MULLINS RILEY & SCARBOROUGH LLP
1222 Demonbreun, Suite 1700
Nashville, TN 37203
(615) 664-5351
kate.skagerberg@nelsonmullins.com

CERTIFICATE OF SERVICE

I certify that on December 8, 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 to all parties registered to receive such service.

s/ Kathryn Skagerberg

Kathryn Skagerberg

Tab 13

24-90391 ECF No. 232-2

Fill in this information to identify the case:

Debtor Zachry Engineering Corporation

United States Bankruptcy Court for the: Southern District of Texas
(State)

Case number 24-90379

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Encina Development Group, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	☒ No ☐ Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Encina Development Group, LLC 1222 Demonbreun Suite 1700 Nashville, TN 37206 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone <u>615-664-5351</u> Contact email <u>See summary page</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	☒ No ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	☒ No ☐ Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	☒ No ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _
7.	How much is the claim? \$ <u>undetermined</u>	Does this amount include interest or other charges? ☐ No ☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>counterclaim in litigation</u>	
9.	Is all or part of the claim secured? ☒ No ☐ Yes. The claim is secured by a lien on property. Nature or property: ☐ Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . ☐ Motor vehicle ☐ Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % ☐ Fixed ☐ Variable	
10.	Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff? ☒ No ☐ Yes. Identify the property: _____	



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☒ No ☐ Yes. <i>Check all that apply:</i> Amount entitled to priority ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____ ☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____ ☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____ ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____ ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____ ☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____ * Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.
13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?	☒ No ☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/10/2024
MM / DD / YYYY

/s/Kate Skagerberg
Signature

Print the name of the person who is completing and signing this claim:

Name Kate Skagerberg
First name Middle name Last name

Title Attorney for Encina Development Group, LLC

Company Nelson Mullins Riley and Scarborough LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



Case 24-90391 Document 323-2 Filed in TXSB on 11/13/25 Page 5 of 18
Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 479-8211 | International (781) 575-2037

Debtor: 24-90379 - Zachry Engineering Corporation District: Southern District of Texas, Houston Division		
Creditor: Encina Development Group, LLC 1222 Demonbreun Suite 1700 Nashville, TN, 37206 Phone: 615-664-5351 Phone 2: Fax: Email: kate.skagerberg@nelsonmullins.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: counterclaim in litigation	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: undetermined	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Kate Skagerberg on 10-Dec-2024 2:31:32 p.m. Eastern Time Title: Attorney for Encina Development Group, LLC Company: Nelson Mullins Riley and Scarborough LLP		

CAUSE NO. 2021-02701

ZACHRY ENGINEERING CORPORATION,	§	IN THE DISTRICT COURT OF
<i>Plaintiff,</i>	§	
	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
ENCINA DEVELOPMENT GROUP, LLC,	§	
<i>Defendant.</i>	§	125TH JUDICIAL DISTRICT

**DEFENDANT/COUNTER-PLAINTIFF ENCINA DEVELOPMENT GROUP, LLC'S
AMENDED COUNTERCLAIM AGAINST ZACHRY ENGINEERING CORPORATION**

TO THE HONORABLE JUDGE OF THIS COURT:

Defendant/Counter-Plaintiff Encina Development Group, LLC, ("Encina") files this Amended Counterclaim against Plaintiff/Counter-Defendant Zachry Engineering Corporation ("Zachry"), and in support thereof, would respectfully show the Court the following:

DISCOVERY LEVEL 2

1. Encina intends to conduct discovery under Level 2 of TEX. R. CIV. P. 190.

CLAIM FOR RELIEF

2. Encina seeks monetary relief over \$1,000,000. TEX. R. CIV. P. 47.

PARTIES

3. Counter-Plaintiff Encina Development Group, LLC is a Delaware Limited Liability Company registered in Texas as a foreign LLC.
4. Counter-Defendant Zachry Engineering Corporation is Delaware Corporation with its principal place of business in Bexar County, Texas. Zachry has appeared in this case.

JURISDICTION AND VENUE

5. Jurisdiction is proper in this Court because the amount in controversy is within the jurisdictional limits of this Court.

6. Venue in this Court is proper pursuant to the Court's ruling on Encina's Motion to Transfer Venue.

FACTUAL BACKGROUND

7. Encina is a petrochemicals and advanced materials company that operates in Montgomery County, Texas. Encina engaged Zachry to provide front-end engineering services for a petrochemical plant to be built in Wyoming and operated by Encina.

8. In March 2017, Encina and Zachry entered into an Engineering Services Agreement ("ESA") under which Zachry, by individual Task Orders, was to provide engineering services, including the provision of all necessary personnel, supervision, tools and supplies to perform each Task Order (collectively, the "Work"). **Exhibit A.** The purpose of entering the ESA was to provide a framework for working on several subsequent projects together.

9. The specific projects to be completed by Zachry for Encina were described in Task Orders. For example, shortly after entering the ESA, the parties executed Task Order 1, under which Zachry was to conduct a technology risk assessment to determine the feasibility of the plant project contemplated. **Exhibit B.** For obvious reasons, the assessment was extremely important to the project as a whole, as it would serve as the underlying framework for Zachry's later work. Zachry completed Task Order 1 and was paid in full for its services. Encina relied upon and agreed to proceed with Task Order 2 for an additional cost of \$1,469,525.00 based on the report provided by Zachry under Task Order 1.

10. In June 2017, based on the Zachry's Task Order 1 feasibility study, the parties executed Task Order 2, which put into action the plans to build a turn-key petrochemical engineering plant. **Exhibit C.** Under Task Order 2, Zachry was responsible for preparing the design, scope, and cost estimate to implement a design for the chemicals plant. Zachry knew the importance of not just any work, but the "right" work being done on the plant's design—as noted in Task Order 2, Encina required that operations at the plant be "in compliance with applicable permitting, regulatory, safety and insurance rules." Without these fundamental qualities, Zachry's work would be useless.

11. Task Order 2 plainly defined Zachry's scope of work and the specific deliverables that would result. Indeed, Zachry was required to provide over twenty deliverable items that were to form the basis of a "design package [] consistent with an FEL-2 conceptual design level of detail." Weekly progress meetings were scheduled for Zachry to present regular reports on its progress for all Task Order 2 work scope items.

12. Task Order 2 was originally scheduled to be completed in December 2017, with a \$1,469,525.00 estimated price tag, \$100,000 of which Zachry required as advance payment to begin working on Task Order 2. Encina paid the advance. Like Task Order 1, the importance of Task Order 2 cannot be understated, given that Zachry's deliverables would form the underlying design basis for a multi-million-dollar petrochemical plant that needed to be operational according to the appropriate standards and regulations. Indeed, the plan was for Zachry to be engaged to perform work on the larger overarching project and to negotiate the Engineering, Procurement and Construction Agreement that is listed as an objective in Task Order 2. Encina clearly communicated in writing and verbally that the objective of Task Order 2 was a workable, safe, compliant design and cost estimate to be used in a negotiated EPC agreement to construct the

Project.

13. Encina and Zachry subsequently executed six change orders. Change Order CN-001 was executed on December 14, 2017, extended the estimated completion date by four months, and increased the project cost by an estimated \$752,550. **Exhibit D**. Change Order CN-002 was fully executed on February 1, 2018, extended the estimated completion date by twelve weeks, and increased the project cost by an estimated \$395,846. **Exhibit E**. Change Order CN-003 was fully executed on May 17, 2018, extended the estimated completion date to July 26, 2018, and increased the project cost by an estimated \$298,191. **Exhibit F**¹.

14. Unfortunately, Zachry failed to perform as represented in the parties' contracts. Tasks critical to the completion of Task Order 2—and to proceeding with the expected future plans for the plant—were not completed or even provided in draft form. Despite weekly reports, action item lists, and future action lists to ensure Zachry would complete the project by the completion date, Zachry's deliverables continued to be pushed off week after week.

15. One of Zachry's deliverables was an "AACE Class 4 Capital Cost Estimate." **Exhibit C** at 2. AACE is the acronym for the "Association for the Advancement of Cost Engineering." Its mission is to "drive projects to complete on time, on cost, and meet investment and operational goals."² According to the AACE, "Class 4 estimates are generally prepared based on limited information and subsequently have fairly wide accuracy ranges. They are typically used for project screening, determination of feasibility, concept evaluation, and preliminary budget approval." **Exhibit G** at 8. A Class 4 Capital Cost Estimate is based on other preliminary and in-

¹ CN-003 mistakenly states "Revised project completion scheduled for 7/26/17," though it was executed in May 2018.

² See <https://web.aacei.org/about-aace>, last visited on April 6, 2022.

progress deliverables, including the types of deliverables Zachry was responsible for providing.

Exhibit G at 12-14; **Exhibit C** at 2.

16. Zachry's failure to deliver its deliverables prevented Zachry from being able to complete the required Cost Estimate to Encina. A project status document circulated on June 20, 2018, shows the unfinished status of key deliverables, including the Cost Estimate, for which critical work remained to be done. **Exhibit H**. The estimate review, which was needed by June 27, was clearly behind schedule. **Exhibit I**.

17. That was, unfortunately, consistent with Zachry's performance regarding this critical deliverable. In January 2018, Zachry refused to provide definitive costs estimates for moving forward. This was concerning, as the estimated costs for the project directly tied to the overall feasibility of the project. Encina provided additional information, including financial modeling, in hopes that Zachry would provide the required estimates. In March 2018, Encina *still* had not received an actual written cost estimate for the project. Encina employee Charles Costenbader demanded work product and estimates from lead Zachry cost estimator Mr. Ken Simar. Mr. Simar responded in a weekly progress meeting with a profanity-laced response that was incoherent and unresponsive. After that meeting, Mr. Costenbader told Zachry employee Keith Kaminski that he (Mr. Costenbader) "had zero confidence" in Mr. Simar's capabilities. Mr. Simar's response was consistent with Mr. Kaminski's statement that Zachry management had instructed him not to disclose cost estimates. This was disturbing to Encina, given that a "AACE Class 4 Capital Cost Estimate" was one of Zachry's contractually required deliverables. After repeated requests by Encina, on or around April or May of 2018, Zachry finally provided a verbal estimate. But that raised more questions than answers, as the estimate provided was three to four times *higher* than the financial modeling dictated for the viability of the project. Without an

accurate and complete AACE Class 4 Capital Cost Estimate, Encina could not determine whether Zachry's verbal estimate was accurate or determine the project's feasibility. In sum, Zachry's failures placed its client Encina and the project in a precarious position.

18. Therefore, on June 28, 2018, after months of attempts to push Zachry to perform its obligations, Encina was left with no choice but to terminate its relationship with Zachry for cause because Zachry continually failed to deliver the work product it had been contracted to deliver, including but not limited to the AACE Class 4 Capital Cost Estimate. To date, Zachry has failed to provide its contracted deliverables. Encina has given up development work at the Wyoming site and forfeited significant economic investment due to the failure of Zachry to timely, diligently, and with professional accuracy complete Task Order 2 work deliverables.

19. Other deliverables that Zachry withheld from Encina include: design documentation, process control philosophy, action items from design reviews, equipment data sheets, reactor vessel drawing files, bid evaluations for all packages and equipment, vendor quotes and status, AML list, proposed schedule for ordering equipment, draft FEL-3 engineering schedule, draft construction schedule, revised plot plans, line lengths and routing for piping, elevation drawings, material take off estimate, draft line list, vendor quotes and status, control philosophy for material handling system, instruments and loop drawings, electrical diagrams and load lists, civil/structural engineering load analysis, and, of course, all estimating files.

20. As a result, of Zachry's failure, Encina was forced to engage other industry experts to salvage the project. Their review of the work Zachry has provided to date, not including the work it failed to deliver, revealed two critical conclusions: Zachry's proposed design was (1) cost-prohibitive, and (2) not even technically feasible to achieve the necessary product qualities. None of this was disclosed to Encina during Zachry's work on Task Order 2.

21. Other deficiencies also became apparent. For example, Zachry's design of the amine unit was not feasible, needed to be relocated, and the size and design of the unit needed to be significantly increased. In addition, the compression unit had to be redesigned, which in turn required redesign of all the downstream units. Further, the coal handling equipment required modifications to sufficiently perform its function. The result: Encina paid almost \$2 million to Zachry with nothing to show for it and the intended Project is not, and likely never will be constructed in Wyoming. Encina has ended the registration of its Wyoming subsidiary to conduct business in Wyoming.

22. Rather than acknowledge that Zachry failed to perform its contractual obligations, Zachry sued Encina for refusing to pay three invoices for services performed months after the *entire* Task Order was originally to be completed that *never resulted* in the required deliverables. Zachry's services should have placed Encina in a position to proceed with the next steps of its project; instead, they provided no value to Encina and cost Encina almost two million dollars.

23. Zachry now seeks to hide behind a limited warranty under the ESA and claim that Encina's only remedy for its incomplete and faulty services it provided is a "re-perform." But the problem is Zachry never completed the work in the first place. Thus, it never triggered the warranty, and Encina is entitled to seek damages for Zachry's breaches.

24. There is nothing for Zachry to "re-perform" at this point because Zachry did not deliver the bulk of the work it was contracted to perform under Task Order 2.

25. In sum, Zachry failed to complete, much less provide, its obligated deliverables as required by Task Order 2. And the incomplete services it did provide were unusable and of no value to Encina. As a direct result of Zachry's failure to perform the Task Order as represented, Encina suffered damages, including out-of-pocket costs arising from Zachry's breaches and the

costs of hiring others to perform re-working and re-design efforts at its own expense that were within the responsibility of Zachry under the ESA and Task Order 2.

26. To make matters worse, Zachry breached the confidentiality obligations it owes to Encina.

27. On June 28, 2016, Zachry and Encina entered into a Nondisclosure Agreement for Zachry's work on the project. **Exhibit J**. The ESA similarly protects Encina's confidential information. **Exhibit A** at ¶ 11.

28. In December 2017, Zachry employees began looping Axens into technical discussions with another Vendor about Encina's project without requiring Axens to execute a nondisclosure agreement. **Exhibit K**.

29. On May 17, 2018 employee of a company named Axens North America, Inc. reached out to Encina to let them know that he "learned of your project from an inquiry received by Petro-Chem Development (a company recently acquired by Axens), from Zachry Industrial, to design, fabricate, test, deliver a TEG BTX Extraction Package for your Wyoming facility." **Exhibit L**, 05/17/18 email from J. Duddy. That afternoon, a Zachry employee asked the Encina employee to whom the Axens employee reached out for the names of "additional potential suppliers/designers" for the TEG package. **Exhibit M**, 05/17/18 email from J. Robertson. The response from the Encina was that he was "following up with Axens" and notably lists that two other potential vendors were in the process of executing nondisclosure agreement but does not say the same of Axens. *Id.*, 05/21/18 email from C. Badiola.

30. Despite the evidence to the contrary, Zachry denies discussing the project with Axens. **Exhibit N**.

31. In July 2019, Axens applied for a patent in China for the “process of converting feedstock containing pyrolysis oil”—the proprietary technology at the heart of Encina’s project.

Exhibit O.

32. Zachry has refused to give Encina the list of vendors who Zachry contacted and their NDA status, despite Encina’s requests for that information before Zachry filed the present lawsuit. Zachry knew and understood Encina requirements for confidentiality of the highest order and in fact Zachry was a counterparty in several Non-Disclosure Agreements relating to the Project.

COUNT I: BREACH OF CONTRACT – ESA & TASK ORDER 2

33. Encina incorporates the preceding paragraphs as if fully restated herein.

34. Encina and Zachry entered into the ESA and Task Order 2 for the performance of engineering services in exchange for monetary payment.

35. Encina fully performed its obligations under the ESA and Task Order 2, was excused from performing its obligations due to Zachry’s prior material breaches, and/or was lawfully permitted to withhold payment in light of Zachry’s breaches.

36. Zachry breached the ESA and Task Order 2 by failing to provide the services in compliance with the terms of the ESA and Task Order 2.

37. Encina has suffered direct harm as a result of Zachry’s breaches of the ESA and Task Order 2.

38. Pursuant to Tex. Civ. Prac. & Rem. Code 38.001, Encina is entitled to attorneys’ fees.

COUNT II: BREACH OF CONTRACT – CONFIDENTIALITY PROVISIONS

39. Encina incorporates the preceding paragraphs as if fully restated herein.

40. Encina and Zachry agreed to a nondisclosure agreement (**Exhibit J**) and a confidentiality provision in the ESA (**Exhibit A** at ¶ 11) to protect Encina's proprietary and confidential business information.

41. Zachry did enter into non-disclosure agreements when it engaged several outside vendors to assist with Task Order 2. However, Zachry breached both agreements by sharing Encina's proprietary information with Axens without Encina's permission, even though Axens had not executed a non-disclosure agreement.

42. Encina has suffered direct harm as a result of Zachry's breach of the confidentiality provision of the ESA, including a loss of profits from the disclosure of its proprietary technology.

43. Pursuant to Tex. Civ. Prac. & Rem. Code 38.001, Encina is entitled to attorneys' fees.

CONDITIONS PRECEDENT

44. All conditions precedent to Encina's claims for relief have been performed, have occurred, or have been excused or waived.

DEMAND FOR JURY

45. Encina demands a jury trial and tenders the appropriate fee with this counterclaim.

PRAYER FOR RELIEF

Encina prays for judgment against Zachry for the following relief:

1. All damages awarded by the trier of fact;
2. Pre- and post-judgment interest at the maximum rate allowable by law;
3. All costs of court, as well as reasonable and necessary attorneys' fees, pursuant to Section 38.001 of the Texas Civil Practice & Remedies Code.
4. All other relief to which Encina may be entitled, at law or in equity.

Respectfully submitted,

NELSON MULLINS RILEY
& SCARBOROUGH LLP

By: /s/ Kate Skagerberg
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**COUNSEL FOR DEFENDANT
ENCINA DEVELOPMENT GROUP, LLC**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served in compliance with Rules 21 and 21a of the Texas Rules of Civil Procedure on this April 7, 2022, by electronic service, as follows:

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Fax: (409) 419-1733
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/s/ Kate Skagerberg
Kate Skagerberg

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Kate Skagerberg on behalf of Kate Skagerberg
 Bar No. 24058578
 kate.skagerberg@nelsonmullins.com
 Envelope ID: 63369049
 Status as of 4/7/2022 2:33 PM CST

Case Contacts

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Kate Skagerberg		kate.skagerberg@nelsonmullins.com	4/7/2022 2:15:11 PM	SENT
Kate Skagerberg		kate.skagerberg@nelsonmullins.com	4/7/2022 2:15:11 PM	SENT
Andrea Bolnick		andrea.bolnick@nelsonmullins.com	4/7/2022 2:15:11 PM	SENT

Tab 14

Hearing Transcript

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Zachry Holdings, Inc. and) CASE NO: 24-90377
Statutory Unsecured) Houston, Texas
Claimholders' Committee)
Debtor.)
Monday,
November 17, 2025
-----)

MOTION HEARING
BEFORE THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For Reorganized Debtor, Zachry Holdings, Inc.:
CHARLES R. KOSTER
ALEX KONSTANTYNOVSKI
White & Case
609 Main Street, Suite 2900
Houston, TX 77002

For Movant, Encina Development Group, LLC:
KATHRYN JUNE SKAGERBERG
Nelson Mullins Riley & Scarborough
1222 Demonbreun Street, Suite 1700
Nashville, TN 37203

Court Reporter:

Courtroom Deputy:

Transcribed by: Veritext Legal Solutions
330 Old Country Road, Suite 300
Mineola, NY 11501
Tel: 800-727-6396

Proceedings recorded by electronic sound recording;
Transcript produced by transcription service.

1 HOUSTON, TEXAS; MONDAY, NOVEMBER 17, 2025

2 (Call to Order)

3 THE COURT: Please be seated.

4 All right. Good afternoon. We're here in the
5 Zachry Holding Company case. It is 24-903 -- excuse me,
6 Zachry Holdings case, 24-90377. If you're here in court,
7 please come forward and make your appearance. If you're on
8 the phone and wish to appear, please press five-star on your
9 phone, and turn on your camera.

10 MR. KOSTER: Good afternoon, Your Honor. Charles
11 Koster, White & Case for the Reorganized Debtors, joined by
12 my colleague, Alex Konstantynovski.

13 THE COURT: Thank you.

14 MS. SKAGERBERG: Good afternoon, Your Honor. Kate
15 Skagerberg of Nelson Mullins on behalf of Movant, Encina
16 Development Group.

17 THE COURT: Thank you. All right. Ms.
18 Skagerberg, I think it's your motion. Why don't you
19 proceed?

20 MS. SKAGERBERG: This is my first time appearing
21 before you, Your Honor. Am I okay here at the podium, or --
22 okay.

23 THE COURT: Whatever makes you comfortable.

24 MS. SKAGERBERG: Thank you. I thought it would be
25 helpful to give a brief overview of the key dates that

1 brought us to where we are today with this motion to allow
2 the late-filed Proof of Claim, and then really start digging
3 into those Pioneer factors that I think really are at the
4 key of the motion and the response today.

5 THE COURT: Okay. Who's going to be your witness
6 today?

7 MS. SKAGERBERG: I have not named any witness,
8 aside from myself. I can testify as to the date that my
9 firm received notice of the -- of the order that the Court
10 issued. But that would be the only witness.

11 THE COURT: Okay. And any documentary evidence in
12 today?

13 MS. SKAGERBERG: I did file eight exhibits, Your
14 Honor, and I have a hard copy for the Court, if you would
15 like. The filing is Docket number 322.

16 THE COURT: 322? That doesn't sound right.

17 MS. SKAGERBERG: It is 322 in case number 4:24-
18 90391.

19 THE COURT: No, there's some -- something is
20 wrong. Tell me the case number?

21 MS. SKAGERBERG: Case number 4:24 --

22 THE COURT: No. We don't have a case 4:24. It
23 starts with a two-digit number, a year number.

24 MS. SKAGERBERG: 24.

25 THE COURT: Okay.

1 MS. SKAGERBERG: 90391.

2 THE COURT: Thank you. All right. And they are
3 your exhibits 322 1 through 8. Right?

4 MS. SKAGERBERG: Yes, Your Honor.

5 THE COURT: Okay. When you're ready, you can move
6 those into evidence, and put on your witness. But if you
7 want to make an opening statement first, that's fine.

8 MS. SKAGERBERG: Thank you, Your Honor.

9 As an overview of the State Trial Court matter,
10 just the key dates in that matter, I think that that's going
11 to be instructive in understanding the context of this
12 motion. Zachry Engineering Corporation, which is one of the
13 subsidiary Debtors, filed suit against my client, Encina, in
14 Harris County District Court in January of 2021. They
15 asserted a cause of action for breach of contract. A few
16 months later, in April of 2021, Encina filed a counterclaim
17 against that Zachry entity, ZEC is how we often refer to it,
18 also asserting breach of contract. So cross-claims were
19 back and forth.

20 ZEC filed a motion to dismiss Encina's
21 counterclaim, and that was heard by the Trial Court in March
22 of 2022. The Trial Court denied ZEC's motion to dismiss,
23 and ZEC took it up on appeal. It went first to the Court of
24 Appeals, which affirmed the Trial Court's ruling, and then
25 ZEC filed a petition for review with the Supreme Court of

1 Texas in July of 2023. Merits briefing on that petition for
2 review was completed in February of 2024.

3 That's where the case was at the time that Zachry
4 filed for bankruptcy. It filed for bankruptcy on May 21st,
5 2024, and ZEC filed suggestions of bankruptcy in the State
6 Court case on June 12th, 2024.

7 Now, just to bring it full circle, since the
8 bankruptcy stay was lifted, the Supreme Court of Texas has
9 denied the petition for review, and sent the case back to
10 the Trial Court. The Trial Court has generated its case
11 management order, nothing further has been done on the Trial
12 Court case since then.

13 A little over a month after ZEC filed its
14 suggestions of bankruptcy in the State Court case, this
15 Court entered the bar date order in this case, and that was
16 on January 26th, 2024. That set a bar date of September
17 16th, 2024.

18 THE COURT: Hold on. I've got something written
19 down wrong. I thought you said the suggestion of bankruptcy
20 was filed in June of 2024?

21 MS. SKAGERBERG: Yes, June 12th.

22 THE COURT: And the bar date was in January '24?

23 MS. SKAGERBERG: No, September.

24 THE COURT: September when?

25 MS. SKAGERBERG: 16th, 2024 was the bar date.

1 THE COURT: That's when we issued the order?

2 MS. SKAGERBERG: No. You issued the order on July
3 26th.

4 THE COURT: Okay, I thought you said January 26th.
5 Okay, it was July 26th, 2024 we issued the bar order. Okay.
6 Thank you. I knew I had something written down wrong. So -
7 -

8 MS. SKAGERBERG: I'm sure I misspoke, Your Honor.

9 THE COURT: No, I just, I knew I had something
10 written down wrong, and it doesn't matter whose fault it
11 was, I had to get that fixed. Thank you.

12 MS. SKAGERBERG: So that was June, July,
13 September, and there's no dispute that Encina did not
14 receive notice of the bar date until November of 2024.

15 There is a little bit of confusion about when
16 Encina received that notice of the bar date. The Claims and
17 Noticing Agent filed a supplemental Certificate of Service,
18 stating that it served Encina's counsel, including myself,
19 on November 7th, 2024. As I stated in the motion, and am
20 representing to the Court and can certainly testify to this
21 afternoon, I received that notice on November 19th, 2024.
22 So there's a question about this 12-day span, where was the
23 notice, did I have the notice?

24 I did receive the notice on November 19th, 2024,
25 and Encina filed its Proof of Claim on December 10th, 2024.

1 I filed the motion to allow the late-filed Proof of Claim on
2 February 11th, 2025, and that was following receipt of
3 Debtor's modified plan, which stated that all proofs of
4 claim filed after the bar date, not after the plan
5 confirmation, but after the bar date, would be automatically
6 extinguished after the plan was confirmed.

7 What's unusual about this case, or at least in my
8 experience, and I don't practice in Bankruptcy Court, maybe
9 this is more usual than I would expect, is that some of
10 Debtor's bankruptcy filings mention the State Court
11 litigation. They even mention the counterclaim, but they
12 don't list Encina as a Creditor on Schedule E and F. So on
13 July 16th, 2024, when Debtor filed its Statements of
14 Financial Affairs, ZEC's Statement of Financial Affairs
15 lists the Encina lawsuit. The Schedule of Assets and
16 Liabilities that was filed that day, which is Encina's
17 Exhibit 2, and I will move those in, Your Honor, shortly,
18 lists the Encina lawsuit as an asset on Schedule A/B, and it
19 describes the procedural posture of the appeal of Encina's
20 counterclaim, but it does not list the Encina lawsuit on
21 Schedule E/F. The amended Schedule of Assets and
22 Liabilities filed on August 30th, 2024, and then the second
23 Amended Schedule filed on December 20th, 2024, also do not
24 list the Encina lawsuit on Schedule E/F.

25 There is a December 20th Certificate of Service

1 for the Notice of Deadlines that I think is really
2 illustrative of what may have happened here, to answer that
3 November 7th versus November 19th question. That
4 Certificate of Service does not list Encina as a party who
5 received service under that notice, but does list counsel
6 for Encina on the master service list. However, it lists me
7 not as counsel for Encina, but as counsel for another
8 unrelated party, who I was not counsel for. It lists one of
9 my law partners as counsel for Encina, even though he is
10 not, and has not worked on the case. It lists another
11 attorney in Florida, who has never appeared in the State
12 Court lawsuit, as counsel for Encina, but it has old firm
13 information for her, and didn't make it to her. So in
14 short, the Certificate of Service was just kind of a mess.
15 And I don't say that to cast aspersions on the noticing
16 firm. I know this is a very complex case, there were a lot
17 of attorneys representing a lot of parties. But I think
18 that that may account for some of this, you know, why didn't
19 I get the notice until the Certificate of Service was filed?

20 So when we talk about delay in this case, which
21 really is the focus of Debtor's response to my motion, I
22 think we're talking about two different periods of delay.
23 The first is the period from the entry of the bar date order
24 in September of 2024 to November of 2024, which is when
25 Encina first received the bar date order. And then, the

1 second period of potential delay is that time from November
2 2024 --

3 THE COURT: Wait a minute. I thought you had --
4 And again, this may be my writing it wrong, I just -- I
5 thought you said the bar order was issued July 26th, 2024
6 for a September of 2024 bar date, but that the bar order was
7 issued in July.

8 MS. SKAGERBERG: You are correct, Your Honor. I
9 wrote it down wrong.

10 THE COURT: Okay. I just want to make sure I've
11 got this right.

12 MS. SKAGERBERG: Yes. Yes, the July order setting
13 the September bar date.

14 THE COURT: And when did you get the July order?

15 MS. SKAGERBERG: I got it in November of 2024. I
16 received it November 19th.

17 THE COURT: Okay. Did anybody at your client get
18 it prior to that November date?

19 MS. SKAGERBERG: No.

20 THE COURT: So what you did get was the suggestion
21 of bankruptcy that you got in June?

22 MS. SKAGERBERG: Yes.

23 THE COURT: Okay. But not the bar date notice
24 itself.

25 MS. SKAGERBERG: That's right, Your Honor.

1 THE COURT: Okay. I just want to be sure I've got
2 this down right.

3 MS. SKAGERBERG: And that distinction is the basis
4 for the due process argument that I made in the motion, that
5 as a known creditor, we should have received notice of the
6 bar date, not only notice of the bankruptcy. But I think
7 that that also segues into our argument under -- I want to
8 get the rule number correct, under Rule 9006(b)(1), that the
9 Court should permit Encina's late-filed Proof of Claim on
10 the grounds of excusable neglect. The case of *In re William*
11 *B. Wilson Manufacturing Company*, which I cited in the
12 motion, specifically points out that a known creditor who
13 does not receive actual notice of the bar date may establish
14 excusable neglect on that ground, and that's what I'm
15 requesting the Court find here, Your Honor.

16 Considering the Pioneer factors, the first,
17 numerically, not necessarily in terms of weight, is
18 prejudiced to the Debtor. And in this case, the Debtor
19 concedes in its response that permitting Encina to file a
20 late Proof of Claim will not disrupt these Chapter 11 cases
21 in a material manner. Zachry knew of Encina's claim when it
22 filed for bankruptcy. That's evidenced by the fact that
23 it's in Debtor's Statement of Financial Affairs, and also
24 listed as an asset on Schedule A and B of its Schedule of
25 Assets and Liabilities.

1 Zachry listed the Encina lawsuit, and Encina filed
2 its Proof of Claim six weeks before Debtor filed its
3 modified plan. So Zachry had full knowledge of this claim
4 at the time that it negotiated and submitted its plan, and
5 it filed that plan several weeks before the February 26th,
6 2025 hearing. The Court confirmed the plan on February
7 27th, 2024, so well after the December 10th date, when
8 Encina submitted its Proof of Claim.

9 THE COURT: You said 2024. You mean 2025? We
10 confirmed it, February 2025.

11 MS. SKAGERBERG: Yes.

12 THE COURT: Yeah.

13 MS. SKAGERBERG: Yes. We submitted in December of
14 2024, confirmed in February of 2025.

15 THE COURT: Right.

16 MS. SKAGERBERG: So this is similar to the Eagle
17 Bus Manufacturing case that I also cited in the motion,
18 where excusable neglect was found. The reorganization plan
19 was negotiated and approved after the Debtor had notice of
20 the late claims, they were known and expected at the time of
21 balloting. And also similar to this case, in the Eagle
22 case, it was expected that the late-filed claims at issue in
23 that case would take a significant amount of time, even
24 after confirmation of the plan, to be resolved. It was
25 ongoing litigation, which is similar to the situation we are

1 here. So there was no expectation that this claim would be
2 resolved before the plan would be confirmed, because of the
3 posture of that Trial Court case.

4 THE COURT: Is the counterclaim one that you're
5 seeking to use as a set-off to any claim that might be made
6 against Encina? Or is it an affirmative recovery that you
7 are seeking that would exceed the amount that might be found
8 against your client?

9 MS. SKAGERBERG: It is the flip side of Zachry's
10 claim. So I think the amount at issue either would go to
11 Zachry or to Encina.

12 THE COURT: So you would be -- If Zachry should
13 lose its claim against Encina, you're then seeking an
14 affirmative recovery from the Estate in the form of an
15 unsecured claim, or something else?

16 MS. SKAGERBERG: That's right, Your Honor, in the
17 form of an unsecured claim.

18 THE COURT: Okay.

19 MS. SKAGERBERG: Both parties are asserting breach
20 of the exact same contract, we just, we see the conduct
21 cutting in different ways.

22 THE COURT: And what about an offset? Are you
23 seeking an offset as well? Assume that they win something -
24 - And I have no idea on the merits of the case, so I'm just
25 trying to understand where we're going.

1 MS. SKAGERBERG: Yes.

2 THE COURT: Assume they win something. Are you
3 seeking then to have an offset, or just an unsecured claim?

4 MS. SKAGERBERG: Yes. Yes, so we are seeking that
5 any, any award to Encina on its breach of contract claim
6 would offset any award to Zachry. So if the Trial Court
7 were, in an unusual set of circumstances, to find that both
8 parties breached, for example, then we would be seeking an
9 offset. But that seems extremely unlikely, based on the
10 posture of the claims.

11 THE COURT: Okay.

12 MS. SKAGERBERG: The next factor is length of
13 delay. Encina promptly filed its Proof of Claim after
14 receiving notice of the bar date in November of 2024. And I
15 appreciate that for people who practice in this Court
16 regularly, it doesn't look like December 10th would be very
17 prompt after receiving it, even if it was November 19th. I
18 will point out this was a very complex case, at least from
19 my perspective, to understand the filings on the docket, and
20 essentially the lay of the land in determining that we did
21 need to file a Proof of Claim, and getting that on file.

22 Deeming Encina's Proof of Claim to be timely filed
23 will not delay the disposition of this case. The plan was
24 already confirmed, and the Court has entered an order
25 extending Debtors' deadline to object to Encina's Proof of

1 Claim. So should the Court grant my motion today, that will
2 not affect Debtors' ability to object to the substance of
3 the claim.

4 The reason for the delay, I think I have already
5 addressed in large part. Initially, it's because Encina
6 didn't receive notice from Debtor of the bar date. We
7 received the suggestion of bankruptcy, but that was the last
8 communication that we received from them about the
9 bankruptcy until November of 2024. So that's that first
10 window of time, and that's that case that was marked by
11 frequent and very professional and cordial communications
12 between myself and counsel for ZEC. So it's -- you know, no
13 one was freezing each other out or anything like that, and
14 so I anticipated that ZEC would notify us of any deadlines
15 that we had bar dates in the bankruptcy because of that
16 channel of communication that we had.

17 And then, the second window of time, that November
18 to December 10th window of time, again, is because it took
19 some time to get my arms around what is this, where does
20 this stand, you know, what's just come in. But I did file
21 the Proof of Claim by December 10th, within a few weeks of
22 receiving that notice.

23 Encina acted in good faith. We didn't, you know,
24 lie behind the log. We didn't do anything to try to move
25 the Trial Court cases or those appeals forward while the

1 bankruptcy was pending. We just assumed the Debtor would
2 meet its obligations to notify Creditors of relevant dates
3 and deadlines, and so there was no bad faith action there.

4 So whether for due process, or as excusable
5 neglect, pursuant to Bankruptcy Rule 9006(b)(1), the Court
6 should permit Encina's late-filed of Proof of Claim.
7 Additionally, Zachry did not timely list Encina's name and
8 address, as required by Bankruptcy Rule 1007(a)(1). And so
9 under Local Rule 3003, we request the Court grant our motion
10 on those grounds, alternatively, and allow this late-filed
11 Proof of Claim.

12 So with that, Your Honor, Encina offers Exhibits 1
13 through 8 into evidence. And I have a hard copy for the
14 Court, if you would like that.

15 THE COURT: I've got them all in electronically as
16 well.

17 Any objection to 322, 1 through 8?

18 MR. KOSTER: No objection, Your Honor.

19 THE COURT: 322, 1 through 8 are admitted.

20 MS. SKAGERBERG: And I've never done this before,
21 but I'd call Encina's first witness, which is myself, Your
22 Honor.

23 THE COURT: All right. Raise your right hand,
24 please.

25 Do you swear to tell the truth, the whole truth,

1 and nothing but the truth?

2 MS. SKAGERBERG: I do.

3 THE COURT: Are you going to limit yourself to
4 just one sentence on when you received that?

5 MS. SKAGERBERG: I am, Your Honor.

6 THE COURT: Then let's just do it that way, and
7 you don't need to ask questions and answers, and then they
8 can cross-examine you if they wish.

9 MS. SKAGERBERG: Thank you, Your Honor.

10 I received the notice of the bar date order on
11 November 19th, 2024.

12 THE COURT: Thank you.

13 Are there any questions you have for Ms.
14 Skagerberg?

15 MR. KOSTER: No questions, Your Honor.

16 THE COURT: Thank you.

17 MS. SKAGERBERG: And with that, Your Honor, unless
18 the Court has questions, I'll yield the floor.

19 THE COURT: Thank you.

20 All right.

21 MR. KONSTANTYNOVSKI: Good afternoon, Your Honor.

22 THE COURT: Good afternoon.

23 MR. KONSTANTYNOVSKI: I'm Alex Konstantynovski of
24 White & Case, on behalf of the Reorganized Debtors. It's a
25 pleasure to be here in front of you today. It's my first

1 time arguing in front of you. It's not my first time to try
2 to argue in front of you, but first time to actually do so.

3 THE COURT: (indiscernible)

4 MR. KONSTANTYNOVSKI: Your Honor, I will not
5 repeat the facts, and will not repeat the dates, but one
6 thing that Counsel, Encina's Counsel mentioned is that there
7 is two periods of delays. There is one period between the
8 bar date and when the, you know, the bar date order was
9 served, and then, you know, between when the bar date order
10 was served and when they actually filed the Proof of Claim.
11 I think there is a third period of delay here that I think
12 we need to spend a little more time discussing, which is the
13 period from the time when Zachry filed a suggestion of
14 bankruptcy in the State Court, and everything that happened
15 afterwards.

16 So as Counsel mentioned, Zachry, a couple of weeks
17 after Zachry filed for bankruptcy, Zachry filed a suggestion
18 of bankruptcy. It was, Counsel said it was June 12th. My
19 date had -- I have a June 3rd. I think it's still June of
20 2024. It was way before -- you know, it was just when the
21 case had started. And that is Exhibit A -- I'm sorry, this
22 is Exhibit number 6 on the Debtor's witness and exhibit list
23 at Docket 323. So we filed that suggestion of bankruptcy.
24 That suggestion of bankruptcy was served on Counsel to
25 Encina the same day, and there is a Certificate of Service

1 attached to that suggestion of bankruptcy.

2 So between that time and the time that Encina
3 actually filed its Proof of Claim, 27 weeks has passed,
4 roughly. What we don't see in the motion, or we haven't
5 heard today, is what happened in that time period, why
6 Encina didn't do anything after it received notice of
7 bankruptcy, which, you know, according to the case law in
8 this Circuit, puts it on the inquiry notice, as Encina had
9 actual knowledge of bankruptcy by virtue of that suggestion
10 of bankruptcy.

11 THE COURT: It puts it on inquiry notice as to the
12 automatic stay for sure. Is there case law that says it
13 puts them on inquiry notice of the bar date?

14 MR. KONSTANTYNOVSKI: So it puts them on inquiry
15 notice as far as diligently investigating the case, and
16 understanding what their rights are vis-a-vis coming forward
17 with a claim. There is certainly case law, and I -- you
18 know, one of the cases that we cite is Bison Building, by
19 Your Honor, where --

20 THE COURT: I think that was by Judge Jones. Was
21 that by me?

22 MR. KONSTANTYNOVSKI: I believe it was by you,
23 yes.

24 THE COURT: By me. Okay. Sorry.

25 MR. KONSTANTYNOVSKI: It was a case where

1 similarly, you know, notice of bankruptcy was filed -- sorry
2 -- yes, suggestion of bankruptcy was filed, but bar date
3 wasn't served at the correct address until later. And so
4 the holding in the Bison Building case was that, you know,
5 the motion to allow late claim was denied.

6 Similarly, we cited to another case. It's Unit
7 Corp. v. Gilmore, and it's a District Court case.
8 Similarly, a creditor received notice of bankruptcy before
9 the bar date, it didn't receive notice of the bar date
10 itself until after it has passed. And in that case, the
11 Court held that there is no excusable neglect, and the Court
12 there cited to a Fifth Circuit case In re Sam, or the Matter
13 of Sam from 1990, where the Fifth Circuit held that a claim
14 was time barred despite the creditor not receiving timely
15 notice of the bar date because it had actual notice of the
16 actual bankruptcy case.

17 THE COURT: So Ms. Skagerberg makes the point that
18 there is a difference between a known creditor and an
19 unknown creditor. Do your cases deal with known creditors
20 that weren't sent the bar date, or with unknown creditors
21 who weren't sent the bar date?

22 MR. KONSTANTYNOVSKI: So as far as I understand,
23 that would be known creditors, because there was suggestion
24 of bankruptcy filed in the State action.

25 THE COURT: Okay.

1 MR. KONSTANTYNOVSKI: And so under these
2 circumstances, kind of with this 27-week delay --

3 And let me also mention that, you know, there's
4 also subsequent delay after we actually served the bar date
5 order after the bar date, and the time when the Proof of
6 Claim was filed. I don't think we should discount that.
7 And also the time that passed between the time that the bar
8 date -- I'm sorry, the Proof of Claim was filed and the
9 motion to allow a late claim was filed. It was two months
10 past since, you know, the claim was filed, and the motion to
11 allow a delayed claim was filed.

12 So there is this pattern of, unfortunately, delay,
13 and so under these circumstances, under the Pioneer factors,
14 we believe that there is no excusable neglect, and we
15 believe the Court should hold that there is no excusable
16 neglect. And I kind of, I can walk through the factors, but
17 I think there are factors, and some courts in this District
18 have held that, you know, the most -- the factor that
19 carries the most weight is the factor that's reason of the
20 delay, reason for the delay, because you know, it's
21 basically the nature of the inquiry. It's whether or not
22 there is -- you know, the neglect is excusable. And so
23 based on the, you know, the case law that I just mentioned,
24 courts have held that delays where a creditor actually has
25 notice of bankruptcy before the bar date, but doesn't file,

1 doesn't do anything in terms of figuring out what they need
2 to do, how they would protect their rights, those cases hold
3 that this is inconsistent with the notion of excusable
4 neglect.

5 Similarly, the timing of the delay, there's 27
6 weeks, as I just mentioned, between the notice of
7 bankruptcy, the suggestion of bankruptcy, and the filing of
8 the Proof of Claim. There's five weeks, or three weeks,
9 depending on, you know, the time when we served, or you
10 know, Counsel received the notice of the bar date, that they
11 haven't filed a Proof of Claim for it. So we cite to some
12 case law there where courts have held that even shorter
13 period of time has been held to be, you know, too long from
14 that perspective.

15 As far as, you know, prejudice to Zachry, of
16 course the plan has been confirmed now. I think the point
17 here is that, you know, we're almost at the tail end of
18 these cases, and you know, hopefully we will not have to be
19 in front of Your Honor too many times in this case anymore.
20 But you know, bringing another kind of claim objection,
21 claim reconciliation into the fold here, under these
22 circumstances, would prejudice Zachry.

23 And the last factor is the --

24 THE COURT: How would -- how would --

25 MR. KONSTANTYNOVSKI: Yes.

1 THE COURT: Look, from her evidence, and I don't
2 think you're contradicting it, Zachry screws up and doesn't
3 give them notice, and they're a known creditor
4 (indiscernible)

5 MR. KONSTANTYNOVSKI: So we do not dispute that.

6 THE COURT: Yeah. So it's hard to then say that a
7 hardship on you is that you now need to deal with something
8 that you would have been able to deal with had you not
9 messed up. That's a different inquiry to me than whether
10 they exercised -- well, whether they were required to
11 exercise diligence, if they're a known creditor, which is
12 her argument, and I just need to study that.

13 But I don't have a whole lot of sympathy for your
14 argument that you messed up, you gave them the date -- the
15 thing late, and now you're going to have to go back and
16 clean up some work. It doesn't bother me at all that you
17 have to do that.

18 The inquiry issue is a big issue for me. And I
19 agree that 27 weeks, I think everybody would agree that 27
20 weeks is too long. I think Ms. Skagerberg will agree with
21 that, if she was on duty to investigate, but not if it
22 violated her client's due process rights, and she wasn't on
23 any duty to investigate. You're telling me that I've issued
24 opinions, and others have, that deal with that and say, no,
25 that her investigatory duties arose right in the beginning.

1 Right?

2 MR. KONSTANTYNOVSKI: I think that's right, Your
3 Honor.

4 THE COURT: I mean, I need to figure that out.

5 MR. KONSTANTYNOVSKI: Fair enough.

6 And the last point, similarly, it's, you know, not
7 acting in good faith. Again, it ties back to the point of
8 we don't know what Encina was doing in those 27 weeks.
9 We're not -- we have no visibility in that, even though they
10 did have that duty.

11 And I think, you know, tying back to -- going back
12 to your prejudice point, Your Honor, I would mention that,
13 you know, it's -- Pioneer factors are a set of factors, and
14 so it's, you know, they're -- it's kind of like a little bit
15 of a balancing thing. So we don't -- you know, we're not
16 arguing that, you know, we necessarily will be prejudiced
17 as, you know, as hard as I may have alluded to. But the,
18 you know, rest of the factors we submit weigh in favor of
19 Zachry's position, and the claim should be -- the motion
20 should be denied.

21 THE COURT: Thank you.

22 Ms. Skagerberg, do you want to have any rebuttal
23 at all?

24 MS. SKAGERBERG: Briefly, Your Honor.

25 I would just like to address the three cases that

1 came up in Debtor's argument, beginning with Matter of Sam,
2 which is a 1990 Fifth Circuit case. And in full candor to
3 the Court, that is a case where there was a known creditor
4 who was not listed as a creditor in the bankruptcy, and did
5 not receive notice of the bar date. And what the Fifth
6 Circuit affirmed was that the creditor's due process rights
7 were not violated because the creditor had actual notice of
8 the bankruptcy proceedings, even if not of the bar date. I
9 want to be fully candid with the Court that that's what that
10 opinion says.

11 THE COURT: Right.

12 MS. SKAGERBERG: That's very different from In re
13 Hunt, which is a case out of the Bankruptcy Court in
14 Northern District of Texas in 1992, two years after that
15 Fifth Circuit opinion. And that is the case that I'm
16 relying on, that talks about actual notice of the bar date
17 for a known creditor, not just notice of the bankruptcy
18 proceedings.

19 The other two cases that came up in the arguments
20 were the Bison Building case, and the Unit case. And those
21 are a little bit different, because in both of those cases,
22 notice of the bar date was sent, it just wasn't received, or
23 received correctly. In the Bison Building case, notice was
24 served on creditor, but at creditor's old address, and that
25 was still the official address in the pending litigation

1 that was going on. The Unit case, Claimant's attorney's
2 firm received notice of the bar date prior to the date
3 passing, but the attorney himself did not receive that
4 notice, for whatever reason, until after the bar date had
5 passed, and then, the Proof of Claim in that case was filed
6 after the plan was confirmed.

7 The other thing about the -- in the Matter of Sam
8 case is that that only addressed the due process argument.
9 It didn't look at the Pioneer factors or excusable neglect
10 at all. So In re Sam was really focused in just on due
11 process.

12 THE COURT: So, but In re Sam was a Fifth Circuit
13 case, I think you're telling me.

14 MS. SKAGERBERG: Yes, Your Honor.

15 THE COURT: So 27 weeks is a long time.

16 MS. SKAGERBERG: It is.

17 THE COURT: And if your client was on a duty of
18 inquiry, I have no evidence as to how they fulfilled that
19 duty. And of course, our records are public. So I think if
20 somebody had looked, it's easy to find it.

21 I need to go read that case, and just -- I'm not --
22 - this is not a ruling. But assume that it says that you
23 had a duty of inquiry, and that that duty of inquiry in the
24 notice of bankruptcy case meets the due process obligation,
25 or somehow, that the later Northern District case doesn't in

1 any way -- it would be hard for me to imagine how it could
2 impair a Fifth Circuit opinion anyway. But why wouldn't I
3 then say that 27 weeks is just too long to do nothing, and
4 have no evidence that you did anything?

5 MS. SKAGERBERG: That's why I -- that's why I
6 moved under both due process grounds, and the excusable
7 neglect grounds that are specifically enumerated under the
8 bankruptcy rules. And I see those as two different
9 inquiries, and that's how the cases treat them, is, you
10 know, there's due process grounds, and then there's also,
11 was there excusable neglect?

12 THE COURT: Well, but if In re Sam says due
13 process is met by giving somebody notice of the bankruptcy
14 case, what am I supposed to then do? I'm missing the answer
15 to that argument that they're making.

16 MS. SKAGERBERG: So I think what the Court could
17 then do is, even if you deny my motion on due process
18 grounds, still consider it as to the excusable neglect
19 grounds, considering that during those 27 weeks, I
20 anticipated, Encina anticipated that ZEC, the subsidiary
21 Debtor in this case, would give us the required notice,
22 which they did not until November of 2024.

23 THE COURT: Okay. I follow the argument then.

24 MS. SKAGERBERG: Thank you, Your Honor.

25 THE COURT: Thank you.

1 All right. I need to go read those cases. I
2 don't think this will take all this long. Let me get that
3 done, and we'll get you out an opinion pretty quickly on
4 this.

5 Is there anything else we need to do today?

6 MR. KONSTANTYNOVSKI: Thank you, Your Honor. For
7 good order, if we could move our exhibits into evidence?
8 That is at Docket number 323 in the --

9 THE COURT: Okay. Any objection to the admission
10 of 323, 1 through 7?

11 MS. SKAGERBERG: No objection.

12 THE COURT: 323, 1 through 7 are entered.

13 MR. KONSTANTYNOVSKI: Thank you, Your Honor.

14 THE COURT: Anything else we need to do for either
15 of y'all?

16 MR. KOSTER: Nothing else today, Your Honor.

17 THE COURT: This is a really good argument, by the
18 way, to both of you, so thank y'all. Not to you, Koster,
19 but to the other two. It was a good argument. I really
20 appreciate it. I learned some stuff I hadn't learned
21 before, and -- You know, I don't want to rule from the bench
22 and get it wrong. I'll go read the stuff. But thank you
23 all both for the professional and organized argument. Very
24 helpful.

25 MS. SKAGERBERG: Thank you, Your Honor.

1 THE COURT: Thank you.

2 MS. SKAGERBERG: This case has been full of
3 interesting and novel legal issues when the Trial Court
4 (indiscernible)

5 THE COURT: All righty. We're in recess until
6 4:00.

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8 (Proceedings adjourned.)

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1 CERTIFICATION

2

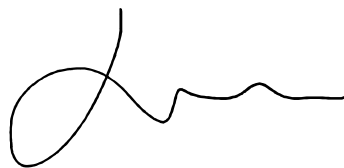
3

4 I certify that the foregoing is a correct transcript from
5 the electronic sound recording of the proceedings in the
6 above-entitled matter.

7

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9

A handwritten signature in black ink, appearing to read 'Lindsay Peacock'. The signature is fluid and cursive, with a large loop at the beginning and a wavy line extending to the right.

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11 Lindsay Peacock

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18

19 Veritext Legal Solutions

20 330 Old Country Road

21 Suite 300

22 Mineola, NY 11501

23

24 Date: February 2, 2026

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