

ENTERED

December 11, 2025

Nathan Ochsner, Clerk

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

WHEREAS, to avoid unnecessary costs and the uncertainty of litigation, the Parties have agreed to settle their disputes with respect to the Claim on the terms and conditions set forth in this Stipulation and Agreed Order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

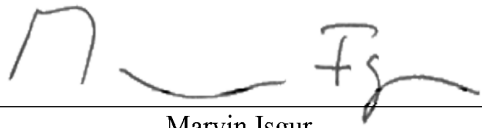
13. This Stipulation and Agreed Order may be signed in counterparts and signatures may be delivered by fax or email, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each of the undersigned counsel that executes this Stipulation and Agreed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

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

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

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

Signed: December 11, 2025


Marvin Isgur
United States Bankruptcy Judge

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

/s/ Charles R. Koster

WHITE & CASE LLP

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609 Main Street, Suite 2900
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-and-

WHITE & CASE LLP

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

/s/ Michael E. Collins

MANIER & HEROD, P.C

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

/s/ T. Josh Judd

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-and-

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asvane@woodsaitken.com

Counsel to Commonwealth Electric

Certificate of Service

I certify that on December 10, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Charles R. Koster

Charles R. Koster

Exhibit 1

Release and Guarantee Agreement

RELEASE AND GUARANTEE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

The Parties agree as follows:

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

Travelers Casualty and Surety Company of America

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

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

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

Pacific Indemnity Company

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST

By: _____

Title: _____

Date: _____

TRAVELERS CASUALTY AND SURETY COMPANY

By: _____

Title: _____

Date: _____

PACIFIC INDEMNITY COMPANY

By: _____

Title: _____

Date: _____

United States Bankruptcy Court
Southern District of Texas

In re:
Computer Simulation & Analysis, Inc.
Zachry Holdings, Inc.
Debtors

Case No. 24-90391-mi
Chapter 11

CERTIFICATE OF NOTICE

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

User: ADIuser
Form ID: pdf002

Page 1 of 3
Total Noticed: 30

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.

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

Recip ID	Recipient Name and Address
db	+ 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 Holdings, Inc., 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	Alfred Miller Contracting Company, Lake Charles, LA
cr	+ Colette Grigsby, 12811 Cinder Cove, Houston, TX 77044-1510
cr	+ Elmer L. Moore, 266 Ira Turner Rd., Leakesville, MS 39451-5408
cr	+ National Labor Relations Board - Region 15, National Labor Relations Board Region 15, 600 South Maestri Place, 7th Floor, New Orleans, LA 70130-3413 UNITED STATES 70130-3414
cr	+ Robert Grigsby, 12811 Cinder Cove, Houston, TX 77044-1510

TOTAL: 26

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
op	+ Email/Text: kccnoticing@kccllc.com	Dec 11 2025 21:18:00	Kurtzman Carson Consultants, LLC dba Verita Global, Kurtzman Carson Consultants, LLC dba Ver, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, UNITED STATES 90245-5614
cr	Email/Text: julie.parsons@mvalaw.com	Dec 11 2025 21:18:00	The County of Brazos, Texas, McCreary Veselka Bragg & Allen, PC, Attn: Julie Anne Parsons, PO Box 1269, Round Rock, TX 78680-1269
cr	+ Email/Text: julie.parsons@mvalaw.com	Dec 11 2025 21:18:00	The County of Medina, Texas, McCreary, Veselka, Bragg & Allen, P.C., P.O. Box 1269, Round Rock, TX 78680, UNITED STATES 78680-1269
cr	+ Email/Text: usatxs.bankruptcy@usdoj.gov	Dec 11 2025 21:17:00	United States of America (Internal Revenue Service, U.S. Attorney's Office, 1000 Louisiana

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

User: ADIuser
Form ID: pdf002

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Total Noticed: 30

Street, Suite 2300, Houston, TX 77002-5010

TOTAL: 4

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
cr		Commonwealth Electric Company of the Midwest
cr		Encina Development Group, LLC

TOTAL: 2 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

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

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 13, 2025

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 11, 2025 at the address(es) listed below:

Name	Email Address
Charles R. Koster	on behalf of Joint Debtor Zachry Nuclear Construction Inc. ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor Zachry Nuclear Engineering Inc. ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor Zachry Enterprise Solutions LLC ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor J.V. Industrial Companies LLC ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor Zachry Nuclear Inc. ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor UE Properties Inc. ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor Zachry Industrial Americas Inc. ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor Zachry Engineering Corporation ckoster@whitecase.com mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor ZEC New York Inc. ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor Zachry Constructors LLC ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor Zachry Holdings Inc. ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor Zachry Industrial Inc. ckoster@whitecase.com, mco@whitecase.com

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User: ADIuser
Form ID: pdf002

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Total Noticed: 30

Charles R. Koster	on behalf of Joint Debtor Madison Industrial Services Team LLC ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Debtor Computer Simulation & Analysis Inc. ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor Moss Point Properties LLC ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor Zachry EPC Holdings LLC ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor Zachry High Voltage Solutions LLC ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor Zachry Plant Services Holdings Inc. ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor ZEC Michigan Inc. ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor JVIC Fabrication LLC ckoster@whitecase.com, mco@whitecase.com
Charles R. Koster	on behalf of Joint Debtor Zachry Maintenance Services LLC ckoster@whitecase.com, mco@whitecase.com
Daniel Jay Renaud	on behalf of Creditor National Labor Relations Board - Region 15 daniel.renaud@nlrb.gov
David Ryan Cordell, Jr	on behalf of Debtor Computer Simulation & Analysis Inc. rcordell@hicks-thomas.com, aguerrero@hicks-thomas.com
David Ryan Cordell, Jr	on behalf of Joint Debtor Zachry Holdings Inc. rcordell@hicks-thomas.com, aguerrero@hicks-thomas.com
Evan Gershbein	on behalf of Other Prof. Kurtzman Carson Consultants LLC dba Verita Global ECFpleadings@kccllc.com, ECFpleadings@kccllc.com
John B Thomas	on behalf of Debtor Computer Simulation & Analysis Inc. jthomas@hicks-thomas.com, jmarlowe@hicks-thomas.com
John Jason Deis	on behalf of Debtor Computer Simulation & Analysis Inc. jdeis@hicks-thomas.com, lredetzke@hicks-thomas.com
Julie Anne Parsons	on behalf of Creditor The County of Brazos Texas jparsons@mvbalaw.com, vcovington@mvbalaw.com; kalexander@mvbalaw.com; julie.parsons@ecf.courtdrive.com
Julie Anne Parsons	on behalf of Creditor The County of Medina Texas jparsons@mvbalaw.com, vcovington@mvbalaw.com; kalexander@mvbalaw.com; julie.parsons@ecf.courtdrive.com
Kathryn June Skagerberg	on behalf of Creditor Encina Development Group LLC kate.skagerberg@nelsonmullins.com, andrea.bolnick@nelsonmullins.com
Lisa Luz Parker	on behalf of Creditor United States of America (Internal Revenue Service) lisa.luz.parker@usdoj.gov nicole.robbs@usdoj.gov; isabell.hinojosa@usdoj.gov; USATXS.Bankruptcy-ECF@usdoj.gov; caseview.ecf@usdoj.gov
Paul Douglas Stewart, Jr	on behalf of Creditor Alfred Miller Contracting Company dstewart@stewartrobbs.com kheard@stewartrobbs.com; dstewart@ecf.courtdrive.com; kheard@ecf.courtdrive.com
T. Josh Judd	on behalf of Creditor Commonwealth Electric Company of the Midwest jjudd@andrewsmeyers.com sray@andrewsmeyers.com
US Trustee	USTPRegion07.HU.ECF@USDOJ.GOV
TOTAL: 34	