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. 24-90377 (MI)
Debtors.	)	(Jointly Administered)

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 REVISED CONFIRMATION TIMELINE, SOLICITATION PROCEDURES, SOLICITATION PACKAGE, AND NOTICES, (IV) ESTABLISHING PROCEDURES FOR OBJECTING TO THE DISCLOSURE STATEMENT AND FIRST AMENDED PLAN, AND (V) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 9:00 a.m. (prevailing Central Time) on January 23, 2025.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Bankruptcy Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on January 23, 2025, at 9:00 a.m. (prevailing Central Time) in Courtroom 404, 4th Floor, 515 Rusk Street, Houston, Texas 77002. You may participate in the hearing either in person or by an audio and video connection.

Audio communication will be by use of the Bankruptcy Court's dial-in facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur's conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Isgur's homepage. The meeting code is "Judge Isgur". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Isgur's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

[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.

The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") state as follows in support of this motion (this "**Motion**"):[2]

Preliminary Statement

1. For the past several months, the Debtors have simultaneously solicited approval of their initial proposed plan of reorganization [Docket No. 1393] (the "**Initial Plan**") and worked diligently to satisfy conditions to consummation of the Initial Plan. This included the Debtors' effort to raise exit capital in order to satisfy General Unsecured Claims in full in cash at emergence or as soon as practicable thereafter and provide working capital for the Debtors' post-emergence business. The financing process was largely successful. Prospective lenders offered the Debtors exit financing in the amounts necessary to fund the Initial Plan and the go-forward business. The economic terms were both anticipated and easily supported by the Debtors' business plan. But existing senior lenders were unwilling to share their liens with the exit facility, and prospective new lenders were unwilling to subordinate completely to the existing senior lenders. The Debtors are unwilling at this time to pursue a plan of reorganization that is apparently unacceptable to existing senior lenders, and therefore developed and filed, and now seek to confirm, the Plan.

2. The Plan is not premised upon raising any new debt. This has resulted in certain necessary modifications to the proposed treatment of prepetition claims and interests. Under the Plan:

- Holders of Prepetition Credit Facility Claims will receive their pro rata participation in the A&R Credit Facility.
- Holders of General Unsecured Claims will receive their pro rata share of interests in the new GUC Trust that will hold a preferred equity instrument

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in, as applicable, the *Disclosure Statement for the First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates* (as modified, amended or supplemented from time to time, the "**Disclosure Statement**"), filed contemporaneously herewith and to be attached as **Exhibit 1** to the Order, or the *First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates* (as modified, amended or supplemented from time to time, the "**Plan**"), filed contemporaneously herewith and to be attached as **Exhibit A** to the Disclosure Statement.

issued by the Debtors. The preferred equity instrument will have an initial liquidation value equal to the Allowed amount of General Unsecured Claims and will accrue interest at a rate sufficient to satisfy the present value of General Unsecured Claims in full upon a liquidation event.

- Holders of Convenience Claims of up to $25,000 in value will receive payment in full in cash at emergence, with the opportunity for holders of General Unsecured Claims in excess of that amount to elect to receive Convenience Class treatment in lieu of the GUC Trust interests.

3. The terms of the A&R Credit Facility will be described in detail in the forthcoming Plan Supplement. The Debtors have had productive discussions with the steering committee for the prepetition lender group and believe that the parties agree in principle on the material terms of the A&R Credit Facility and treatment of senior lender claims under the Plan. The terms of the new GUC Trust and the preferred equity instrument are described generally in the Disclosure Statement and will be described in greater detail in the forthcoming Plan Supplement. The Debtors have likewise had productive discussions with the Committee and believe that the parties agree in principle on the material terms of the new GUC Trust and treatment of General Unsecured Claims under the Plan. That treatment will still provide for payment in full of General Unsecured Claims. The Debtors are confident in their ability to negotiate and provide satisfactory terms to both groups of creditors. Those terms will be reflected in the Plan Supplement, which the Debtors will file with ample time remaining for creditors to vote on the Plan. The Debtors therefore seek to commence solicitation and set a confirmation schedule now.

4. The proposed schedule affords creditors ample time to cast votes on or object to the Plan. The proposed Combined Hearing – February 26, 2025 or as soon thereafter as the Court is available – will allow the Debtors to emerge without unnecessary delay and begin the work of growing their business for the benefit of all stakeholders. The solicitation materials are practically identical to the versions previously approved by the Court, and also clearly state relevant modifications to proposed treatment and the requirement to cast new votes. The solicitation

procedures and confirmation schedule proposed in this Motion provide all parties in interest adequate notice and the opportunity to be heard with respect to the Disclosure Statement and Plan. The Court should grant the relief requested, paving the way for the Debtors to confirm the Plan and emerge from chapter 11.

Relief Requested

5. The Debtors seek entry of an order, substantially in the form attached hereto (the "**Order**"), granting the following relief:

a) ***Disclosure Statement***. Conditionally approving the Disclosure Statement;

b) ***Combined Hearing***. Scheduling a combined hearing (the "**Combined Hearing**") to consider (i) final approval of the Disclosure Statement, and (ii) confirmation of the Plan;

c) ***Confirmation Schedule***. Establishing the following dates and deadlines, subject to modification as necessary (the "**Confirmation Schedule**"):

Event	Date
Voting Record Date	Wednesday, January 22, 2025
Hearing on Conditional Approval of the Disclosure Statement	Thursday, January 23, 2025 at 9:00 a.m. (prevailing Central Time)
Solicitation Deadline	Thursday, January 30, 2025 or 5 Business Days after entry of the Disclosure Statement Order
Publication Deadline	Thursday, January 30, 2025 or as soon as reasonably practicable thereafter
Deadline to File Rule 3018 Motions	Thursday, February 13, 2025 at 4:00 p.m. (prevailing Central Time)
Plan Supplement Deadline	Thursday, February 13, 2025
Voting, Plan Objection, and Third-Party Release Opt-Out Deadline	Thursday, February 20, 2025 at 4:00 p.m. (prevailing Central Time)
Deadline to File Voting Report	Tuesday, February 25, 2025

Event	Date
Deadline to File Confirmation Brief	Tuesday, February 25, 2025
Combined Hearing Date	Wednesday, February 26, 2025 or such other date and time as may be scheduled by the Bankruptcy Court

d) ***Solicitation Procedures*.** Approving procedures for: (i) soliciting, receiving, and tabulating votes to accept or reject the Plan; (ii) voting to accept or reject the Plan; and (iii) treating Disputed Claims for voting purposes (collectively, the "**Solicitation Procedures**");

e) ***Solicitation Packages***. Finding that the solicitation materials and documents included in the solicitation packages (the "**Solicitation Packages**") that will be sent to Holders of Claims entitled to vote to accept or reject the Plan, are in compliance with Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") 3017(d) and 2002(b);

f) ***Ballots***. Approving the forms of ballots for Holders of Claims in Classes 3 and 6 which provides the opportunity to vote to accept or reject the Plan and opt-out of the release set forth in **Article VIII.D** of the Plan (the "**Third-Party Release**") by checking a box, substantially in the forms attached to the Order as **Exhibits 2** and **3** (the "**Ballots**");

g) ***Notices***. Approving the form and manner of:

i) the non-voting status notice applicable to Holders of Claims and Interests that are not entitled to vote under the Plan, substantially in the form attached to the Order as **Exhibit 4** (the "**Non-Voting Status Notice**");

ii) the opt-out form permitting parties in interest to opt-out of the Third-Party Release, substantially in the form attached to the Order as **Exhibit 5** (the "**Opt-Out Form**");

iii) the notice of the Combined Hearing pursuant to section 1129 of the title 11 of the United States Code (the "**Bankruptcy Code**"), substantially in the form attached to the Order as **Exhibit 6** (the "**Combined Hearing Notice**");

iv) the notice of the Combined Hearing, modified for publication, substantially in the form attached to the Order as **Exhibit 7** (the "**Publication Notice**");

v) the notice to counterparties of Executory Contracts and Unexpired Leases that will be assumed pursuant to the Plan, substantially in the form attached to the Order as **Exhibit 8** (the "**Assumption Notice**");

vi) the notice to counterparties of Executory Contracts and Unexpired Leases that will be rejected pursuant to the Plan, substantially in the form attached to the Order as **Exhibit 9** (the "**Rejection Notice**");

vii) the notice to Holders of General Unsecured Claims in Class 6 that are subject to a pending objection by the Debtors and are not entitled to vote with respect to such Disputed Claims, substantially in the form attached to the Order as **Exhibit 10** (the "**Disputed Claims Notice**"); and

viii) the notice to Holders of Claims that are subject to a pending objection by the Debtors seeking to reclassify such Claims, substantially in the form attached to the Order as **Exhibit 11** (the "**Reclassification Notice**");

h) Approving the cover letter to be sent to Holders of Claims entitled to vote on the Plan, substantially in the form attached to the Order as **Exhibit 12** (the "**Cover Letter**");

i) Approving the letter to non-creditor employees of the Debtors, explaining that they are not subject to the Plan's Third-Party Release and providing notice of the Combined Hearing, substantially in the form attached to the Order as **Exhibit 13** (the "**Employee Letter**"); and

j) Granting related relief.

6. At the Combined Hearing, the Debtors will seek entry of an order (the "**Confirmation Order**") approving the adequacy of the Disclosure Statement on a final basis and confirming the Plan.

Jurisdiction, Venue, and Procedural Background

7. The United States Bankruptcy Court for the Southern District of Texas (the "**Court**") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent to the Court's entry of a final order in connection with this motion.

8. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

9. The bases for the relief requested herein are sections 105, 341, 363, 521, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 2002, 3016, 3017, 3018, 3020, and 9006, and rules 3016-2 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "**Bankruptcy Local Rules**") and the *Procedures for Complex Cases in the Southern District of Texas* (the "**Complex Case Procedures**").

Background

I. Overview of the Chapter 11 Cases

10. On the Petition Date, each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the chapter 11 cases (the "**Chapter 11 Cases**"). The Debtors continue to operate their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b). On June 4, 2024, the United States Trustee for the Southern District of Texas (the "**U.S. Trustee**") appointed the Statutory Unsecured Claimholders' Committee pursuant to sections 1102(a)(1) and 1102(b)(1) of the Bankruptcy Code (the "**Committee**") [Docket No. 176]. No trustee or examiner has been appointed in these Chapter 11 Cases.

11. The Debtors are prepared to emerge from these Chapter 11 Cases pursuant to the Plan, which seeks to: (i) enter into the A&R Credit Facility on the terms to be set forth in the A&R Credit Facility Term Sheet in exchange for, and satisfaction of, each outstanding Prepetition Credit Facility Claim; (ii) issue the GUC Trust Preferred Equity to the GUC Trust, with an initial liquidation value equal to the aggregate Allowed amount of the General Unsecured Claims as of the Effective Date; (iii) distribute beneficial interests in the GUC Trust to Holders of Allowed General Unsecured Claims, the value of which shall equal the Allowed amount of such Claims plus each Holder's pro rata share of any accrued dividends on the GUC Trust Preferred Equity;

(iv) assume all executory contracts and unexpired leases that are not otherwise rejected under the Plan or a separate motion; and (v) reinstate the existing equity interests in the Debtors.

12. The Plan will provide the Reorganized Debtors with sufficient liquidity to continue providing first class services to their customers, while also ensuring the Debtors' long-term viability. The Debtors will establish at the Combined Hearing that the Plan meets each requirement for confirmation under section 1129 of the Bankruptcy Code.

II. Plan Summary

13. The Plan provides the following treatment for Claims against, and Interests in, the Debtors:

Class	Claim or Interest	Treatment of Claim or Interest	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
1	Other Secured Claims	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 the 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 and the Plan.	$2.87	100%
2	Other Priority Claims	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.	$1.35	100%

Class	Claim or Interest	Treatment of Claim or Interest	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
3	Prepetition Credit Facility Claims	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.	$281.25[3]	100%
4	Deferred Compensation Plan Claims	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.	$62.58	100%
5	Convenience Claims	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.	$4.10[4]	100%
6	General Unsecured Claims	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, its Pro Rata share of the GUC Trust Interests, the value of which shall equal the Allowed amount of such Claim *plus* such Holder's Pro Rata share of any accrued dividends on the GUC Trust Preferred Equity; *provided*, *however*, notwithstanding anything to the contrary in the 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	$57.40[5]	100%

[3] Prepetition Credit Facility Claims include Prepetition L/C Claims, which are contingent and excluded from the amount disclosed here. This amount also excludes all other fees, premiums, and accrued and unpaid interest due and owing to Holders of Prepetition Credit Facility Claims under the Prepetition Credit Facility as of the Petition Date.

[4] Any election to treat an Allowed General Unsecured Claim in excess of $25,000 as a Convenience Claim will increase the total amount of Allowed Convenience Claims, with a corresponding decrease to the total amount of Allowed General Unsecured Claims. Potential Convenience Claim elections are not included in this projection of the estimated amount of Allowed Convenience Claims.

[5] The projected amount of Allowed General Unsecured Claims excludes various trade claims that are otherwise treated as Administrative Expense Claims, Other Secured Claims, and Other Priority Claims, as described in further detail in **Article I** of the Disclosure Statement.

Class	Claim or Interest	Treatment of Claim or Interest	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
		accordance with the terms of the GPX Settlement and the Plan.		
7	Intercompany Claims	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.	N/A	N/A
8	Intercompany Interests	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.	N/A	N/A
9	Zachry Interests	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.	N/A	N/A

14. Consistent with section 1126 of the Bankruptcy Code, the Debtors intend to solicit the votes of only those Holders of Claims that are entitled to vote to accept or reject the Plan. The following chart summarizes the Classes of Claims and Interests under the Plan and whether they are entitled to vote.

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
7	Intercompany Claims	Impaired/Unimpaired	Presumed to Accept / Presumed to Reject; Not Entitled to Vote

Class	Claim or Interest	Status	Voting Rights
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

15. The Debtors propose to solicit votes to accept or reject the Plan from Holders of Impaired Claims in Classes 3 and 6 (each a "**Voting Class**" and, together, the "**Voting Classes**"). The Debtors propose not to solicit votes from Holders of Claims and Interests in Classes 1, 2, 4, 5, 7, 8, and 9 (each, a "**Non-Voting Class**" and, collectively, the "**Non-Voting Classes**"), each of which is presumed to accept or deemed to reject the Plan.

Solicitation Procedures

I. Solicitation Package to Be Provided to Voting Classes

16. Upon entry of the Order, the Debtors' claims and noticing agent, Verita Global, LLC (the "**Claims and Noticing Agent**"), will transmit via first class mail the Solicitation Package to Holders of Claims in the Voting Classes entitled to vote as of January 22, 2025 (the "**Voting Record Date**"). The Claims and Noticing Agent will complete service of the Combined Hearing Notice within one Business Day following the Court's entry of the Order granting this Motion, and the remaining components of the Solicitation Package by the later of January 30, 2025 and five Business Days following entry of the Order (the "**Solicitation Deadline**").

17. The Solicitation Package will contain the following materials: (a) the Cover Letter; (b) the Disclosure Statement (including the Plan and all other exhibits) on a USB flash drive; (c) the Disclosure Statement Order (without exhibits) on a USB flash drive; (d) the appropriate Ballot; and (e) the Combined Hearing Notice. Holders of Claims that receive the Solicitation Package may follow the instructions contained in the Ballot (and described in the Disclosure Statement) to complete and submit their Ballot to cast a vote to accept or reject the Plan. The Disclosure Statement and the Ballots expressly provide that each such Holder needs to submit its

Ballot so that it is actually received by the Claims and Noticing Agent on or before February 20, 2025 at 4:00 p.m. (prevailing Central Time) (the "**Voting Deadline**") to be counted.

18. The Holders of Claims and Interests in Non-Voting Classes will not be provided a Solicitation Package pursuant to sections 1126(f) and 1126(g) of the Bankruptcy Code, respectively, because such Holders are either Unimpaired under the Plan, and conclusively presumed to accept the Plan, or are not entitled to receive or retain any property under the Plan, and conclusively presumed to reject the Plan.

II. Noticing Plan

19. The Debtors have designed a comprehensive noticing plan to afford all parties in interest, including all parties on the creditor matrix and all lenders or equityholders of record as of the Voting Record Date, the notice required under the Bankruptcy Code and Bankruptcy Rules and the opportunity to cast their votes (as applicable) and be heard in connection with confirmation of the Plan. The Debtors have approximately 59,000 parties listed on their noticing matrix (the "**Notice Parties**"). These parties include vendors, subcontractors, suppliers, customers, contract counterparties, current and former employees, taxing authorities, insurers, sureties, and other similar parties in interest.

20. To ensure the Debtors serve notice as broadly as possible, the Debtors request the Court's approval to take the following steps:

a) Distribute the Solicitation Packages to Holders of Claims in the Voting Classes in the form and manner described herein;

b) Serve the Combined Hearing Notice, which will include information regarding the Combined Hearing, deadlines related thereto, and the release, injunction, and exculpation provisions contained in the Plan, by first class mail to all Notice Parties other than the Non-Creditor Employees (as defined below);

c) Serve the Employee Letter by first class mail on the Debtors' current employees that do not hold Claims within the meaning of section 101(5) of

the Bankruptcy Code or Interests as such term is defined in the Plan (collectively, the "**Non-Creditor Employees**"); and

d) Publish the Publication Notice in *The New York Times* (National Edition), *USA Today* (National Edition), *Beaumont Enterprise*, and *Port Arthur News*.

21. This noticing plan will provide appropriate notice to all parties in interest of their rights, as applicable, to vote to accept or reject the Plan and be heard in connection with confirmation of the Plan.

III. Voting and Tabulation Procedures

22. The Debtors, with the assistance of the Claims and Noticing Agent, will complete a final tabulation of the Ballots and submit a final voting report following expiration of the Voting Deadline (the "**Voting Report**"). The Debtors' procedures and standard assumptions for tabulating Ballots follow (the "**Voting and Tabulation Procedures**") and are listed in the Disclosure Statement:

Votes Not Counted	• Any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; • Any Ballot that is not actually received by the Claims and Noticing Agent by the Voting Deadline, unless the Debtors determine otherwise or as permitted by the Court; • Any unsigned Ballot; • Any Ballot that partially rejects and partially accepts the Plan in a particular Voting Class; • Any Ballot not marked to accept or reject the Plan in a particular Voting Class or marked both to accept and reject the Plan in a particular Voting Class; • Any Ballot superseded by a later, timely submitted valid Ballot, including all paper ballots if an E-Ballot is submitted; and • Any improperly submitted Ballot.
No Vote Splitting	• Holders are required to vote all of their Claims in a particular Voting Class to either accept or reject the Plan and are not permitted to split any votes in a particular Voting Class.
Establishing Claim Amounts	• Claim amounts for each Claim in a Voting Class will be pre-populated in the Ballots.

- Claim amounts for voting purposes:
  - (A) for Holders of Prepetition Credit Facility Claims will be established by reference to the list of recordholders maintained by the Prepetition Credit Facility Agent and provided to the Debtors;
  - (B) for Holders of General Unsecured Claims will be established by reference to the Debtors' Schedules and any filed Proof of Claim, as applicable, and subject to the following:
    - (i) the Claim amount Allowed by order of the Court;
    - (ii) the Claim amount (a) settled or agreed upon by the Debtors, as reflected in a document filed with the Court, or (b) set forth in an order of the Court;
    - (iii) the Claim amount Allowed (temporarily or otherwise) pursuant to a Resolution Event under these Voting and Tabulation Procedures;
    - (iv) the Claim amount listed in the Schedules (to the extent such Claim is not superseded by a timely filed Proof of Claim), *provided* that such Claim is not scheduled as contingent, disputed, or unliquidated and/or has not been paid;
    - (v) if the Claim amount is listed in the Schedules as contingent, disputed, or unliquidated and/or has not been paid (to the extent such Claim is not superseded by a timely filed Proof of Claim), provided that if the applicable Claims Bar Date has not expired prior to the Voting Record Date, the amount of such Claim for voting purposes only (and not for ultimate distribution or allowance) shall be $1.00;
    - (vi) Proofs of Claim filed for $0.00 are not entitled to vote;
    - (vii) if a Claim for which a Proof of Claim has been timely and properly filed for unknown or undetermined amounts, or is unliquidated or contingent (as determined on the face of the Proof of Claim or after a reasonable review of the supporting documentation by the Debtors and the Claims and Noticing Agent), the amount of such Claim for voting purposes only (and not for ultimate allowance or distribution) shall be $1.00; *provided* that if a timely filed Proof of Claim is partially unliquidated or partially contingent (as determined on the face of the Proof of Claim or after a reasonable review of the supporting documentation by the Debtors and the Claims and Noticing Agent), such Claim is temporarily allowed in the amount that is liquidated and non-contingent for voting purposes only, and not for purposes of allowance or distribution;
    - (viii) notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Voting Class shall be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtors have objected to such duplicate Claims; and
    - (ix) if a Proof of Claim has been amended by a later Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Proof of Claim shall be entitled to vote in a manner consistent with these Voting and Tabulation Procedures, and the

	earlier filed Proof of Claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended Claim. Except as otherwise ordered by the Court, any amendments to Proofs of Claim after the Voting Record Date shall not be considered for purposes of these Voting and Tabulation Procedures. • To the extent any Holder of a Claim in a Voting Class disagrees with the voting amount listed on its Ballot, it must file a motion under Bankruptcy Rule 3018 by the Rule 3018 Motion Deadline (as defined below) to request to vote in a different amount.

IV. Disputed Claim Procedures

23. The Debtors propose the following procedures for the treatment of Claims in a Voting Class subject to pending claims objections (the "**Disputed Claim Procedures**"), which are also listed in the Disclosure Statement:

a) Absent further order of the Court, the Holder of a Claim in a Voting Class that is the subject of a pending objection only to reclassify or reduce the amount of such Claim, *i.e.*, a "reclassify" claims objection or a "reduce and allow" claim objection, shall be entitled to vote such Claim in accordance with the proposed reclassification or in the reduced amount (as applicable) contained in such claim objection.

b) If a Claim in a Voting Class is subject to an objection other than a "reclassify" or "reduce and allow" objection that is filed with the Court ***on or prior*** to the Solicitation Deadline (a "**Disputed Claim**"), (a) the Debtor shall cause the applicable Holder to be served with the Disputed Claim Notice, and (b) the applicable Holder shall not be entitled to vote to accept or reject the Plan on account of such Claim unless a Resolution Event (as defined below) occurs.

c) If a Claim in a Voting Class is subject to an objection other than a "reclassify" or "reduce and allow" objection that is filed with the Court ***after*** the Solicitation Deadline, the applicable Claim shall be deemed temporarily allowed solely for voting purposes in an amount determined under the Voting and Tabulation Procedures, without further action by the Debtor or the Holder of such Claim and without further order of the Court, unless the Court orders otherwise.

d) If the Holder of any Disputed Claim seeks to challenge the disallowance of its Claim for voting purposes or the amount of such Claim listed on its Ballot, such Holder must file with the Court a motion for entry of an order, pursuant to Bankruptcy Rule 3018(a), temporarily allowing such claim for purposes of voting to accept or reject the Plan or allowing such claim in a

different amount for voting purposes (a "**Rule 3018 Motion**"). Any Rule 3018 Motion must be filed with the Court and served on the Debtors so as to be **actually received by February 13, 2025 at 4:00 p.m. (prevailing Central Time)** (the "**Rule 3018 Motion Deadline**"), and the Court shall resolve the Rule 3018 Motion at the Combined Hearing, provided a Resolution Event does not occur prior to the Combined Hearing. The Debtors' deadline to formally respond to any Rule 3018 Motion shall be February 26, 2025.

e) **If a Holder of a Claim in the Voting Classes did not file a timely Rule 3018 Motion during the solicitation of the Initial Plan, and if the voting amount listed on such Holder's Ballot is the same as the voting amount listed on any prior ballot, such Holder shall be deemed to accept the amount of their Claim listed on their Ballot for voting purposes and may not file a Rule 3018 Motion.**

24. A "**Resolution Event**" means, with respect to a Disputed Claim, the occurrence of one or more of the following events prior to or at the Combined Hearing:

a) Entry of an order of the Court, after notice and a hearing, allowing such Claim pursuant to section 502(b) of the Bankruptcy Code;

b) Entry of an order of the Court, after notice and a hearing, granting a Rule 3018 Motion and temporarily allowing such Claim for voting purposes;

c) Execution of a stipulation or other agreement between the Holder of a Disputed Claim and the Debtor resolving the objection and allowing such Claim for voting purposes in an agreed-upon amount or otherwise fixing an amount of the Claim for voting purposes; or

d) Voluntary withdrawal of the pending objection by the objecting party.

25. The Claims and Noticing Agent will distribute the Disputed Claims Notice to Holders of Claims that are subject to a pending objection by the Debtors as of the Solicitation Deadline other than a "reclassify" or "reduce and allow" objection. The Claims and Noticing Agent will not send a Solicitation Package or any other materials relating to voting or confirmation of the Plan to such Holders unless a Resolution Event occurs; however, if a Holder of a Disputed Claim files a Rule 3018 Motion by the Rule 3018 Motion Deadline, the Claims and Noticing Agent, at the direction of the Debtors or their counsel, shall send such Holder a Solicitation

Package, including an applicable Ballot, as soon as reasonably practicable after such Rule 3018 Motion is filed. A Ballot returned by a Holder of a Disputed Claim to the Claims and Noticing Agent in compliance with the Solicitation Procedures shall only be counted to the extent that a Resolution Event has occurred with respect to the Holder's Disputed Claim by or at the Combined Hearing.

V. Notice to Non-Voting Classes

26. The Debtors will not solicit votes from or provide Solicitation Packages to certain Holders of Claims and Interests that are (a) Unimpaired and conclusively presumed to accept the Plan or (b) Impaired and conclusively deemed to reject the Plan. The Debtors will, through the Claims and Noticing Agent, provide such Holders of Claims and Interests in Non-Voting Classes with the Non-Voting Status Notice and the Opt-Out Form via first class mail. The Non-Voting Status Notice informs recipients of their status as Holders of Claims or Interests in the Non-Voting Classes. The Opt-Out Form provides the full text of the Third-Party Release set forth in the Plan and includes a form that allows such Holders to opt-out of such release by checking a prominently featured and clearly labeled box. The Opt-Out Form also contains information describing how Holders of Claims or Interests in the Non-Voting Classes can opt-out electronically via the form on the Claims and Noticing Agent's website. The Opt-Out Form provides that it must be returned to the Claims and Noticing Agent **by no later than February 20, 2025 at 4:00 p.m. (prevailing Central Time)**. The Opt-Out Form also includes bold, conspicuous language stating that parties who previously opted-out during solicitation of the Initial Plan, need not resubmit an Opt-Out Form, as their election to opt-out remains valid and effective. The encrypted opt-out data and audit trail created through the electronic submission process will become part of the record of any Opt-Out Form submitted in this manner, and the creditor's electronic signature will be deemed to be legally valid and effective immediately upon successful submission through the Claims and

Noticing Agent's website. Completing the form on the Claims and Noticing Agent's website is the sole method to transmit Opt-Out Forms electronically in these Chapter 11 Cases.

IV. Notice to Non-Creditor Employees

27. Because the Non-Creditor Employees do not hold Claims or Interests, the Debtors will not serve such parties with a Solicitation Package or the Combined Hearing Notice. Instead, the Debtors propose to serve the Employee Letter on the Non-Creditor Employees via first class mail. The Employee Letter discloses the time and date of the Combined Hearing, describes the Plan, and advises Non-Creditor Employees how they can request a Ballot or obtain further information about the Chapter 11 Cases from the Claims and Noticing Agent. The Non-Creditor Employees' rights will not be affected by the Plan because they do not hold Claims or Interests and because the Debtors have specifically excluded the Non-Creditor Employees from the Plan's Third-Party Release. However, for the avoidance of doubt, if any employee filed a Claim against the Debtors, that employee will receive the applicable Solicitation Package on account of their Claim.

Basis for Relief

I. The Court Should Set a Combined Hearing for Final Approval of the Disclosure Statement and Confirmation of the Plan

28. Bankruptcy Rule 3017(a) provides that "the court shall hold a hearing on at least 28 days' notice to the debtor, creditors, equity security holders and other parties in interest . . . to consider the disclosure statement and any objections or modifications thereto." Fed. R. Bankr. P. 3017(a). Section 1128(a) of the Bankruptcy Code provides that "[a]fter notice, the court shall hold a hearing on confirmation of a plan." 11 U.S.C. § 1128(a). Similarly, Bankruptcy Rule 2002(b) provides that notice shall be given to:

> [T]he debtor, the trustee, all creditors and indenture trustees [of] not less than 28 days . . . by mail of the time fixed [] for filing objections

> and the hearing to consider approval of a disclosure statement or, under § 1125(f), to make a final determination whether the plan provides adequate information so that a separate disclosure statement is not necessary.

Fed. R. Bankr. P. 2002(b). Under Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within a time fixed by the court." Fed. R. Bankr. P. 3020(b)(1).

29. The Bankruptcy Code authorizes the Court to combine the hearing on approval of the Disclosure Statement and the hearing to confirm the Plan. *See* 11 U.S.C. § 105(d)(2)(B)(vi) (authorizing bankruptcy courts to combine the hearing on approval of the disclosure statement with the confirmation hearing). Bankruptcy Local Rule 3016-2 and Section P of the Complex Case Procedures likewise permit the Court to combine these hearings, so long as, contemporaneously with the filing of a disclosure statement and proposed plan, a plan proponent files a motion requesting: (a) conditional approval of the disclosure statement; (b) approval of solicitation procedures; (c) the scheduling of a hearing on shortened notice to consider conditional approval of the proposed disclosure statement; and (d) the scheduling of a joint hearing to consider final approval of the disclosure statement and confirmation of the proposed plan—as this Motion does. Bankruptcy Local Rule 3016-2; Complex Case Procedures § P.

30. The Debtors have complied with the procedural requirements under the Bankruptcy Code, Bankruptcy Rules, and Complex Case Procedures to schedule the Combined Hearing on final approval of the Disclosure Statement and confirmation of the Plan: (a) this Motion seeks conditional approval of the Disclosure Statement; (b) the Disclosure Statement to be conditionally approved includes the Solicitation Procedures set forth herein, which describe how voting claimants can submit completed Ballots; (c) the Court's emergency consideration of conditional approval of the Disclosure Statement is necessary for the Debtors to exit chapter 11 as expeditiously as possible for the benefit of all stakeholders; and (d) the confirmation schedule

proposed herein seeks to set the **deadline to object to the Disclosure Statement and Plan as February 20, 2025 at 4:00 p.m. (prevailing Central Time)** (the "**Objection Deadline**") and to schedule the Combined Hearing for February 26, 2025, which will provide all parties an adequate opportunity to review and respond to the Disclosure Statement and Plan.

31. Accordingly, the Debtors request that the Court schedule the Combined Hearing and approve the confirmation schedule as proposed herein.

II. The Court Should Conditionally Approve the Disclosure Statement

A. The Disclosure Statement Contains Adequate Information

32. Pursuant to section 1125 of the Bankruptcy Code, the proponent of a proposed chapter 11 plan must provide "adequate information" regarding that plan to holders of impaired claims entitled to vote on the plan. 11 U.S.C. § 1125. Specifically, section 1125(a)(1) of the Bankruptcy Code provides, in relevant part, as follows:

> "[A]dequate information" means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan…

11 U.S.C. § 1125(a)(1).

33. The primary purpose of a disclosure statement is to provide all material information that creditors and interest holders affected by a proposed plan need to make an informed decision regarding whether or not to vote to accept the plan. *See, e.g.*, *Century Glove, Inc. v. First Am. Bank of N.Y.*, 860 F.2d 94, 100 (3d Cir. 1988) ("[Section] 1125 seeks to guarantee a minimum amount of information to the creditor asked for its vote."); *In re Monnier Bros.*, 755 F.2d 1336,

1342 (8th Cir. 1985) ("The primary purpose of a disclosure statement is to give the creditors the information they need to decide whether to accept the plan.").

34. "Adequate information" is a flexible standard, based on the facts and circumstances of each case. 11 U.S.C. § 1125(a)(1) ("'[A]dequate information' means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records."); *see also, Tex. Extrusion Corp. v. Lockheed Corp. (In re Tex. Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988) ("The determination of what is adequate information is subjective and made on a case by case basis."); *In re Divine Ripe, LLC*, 554 B.R. 395, 400-01 (Bankr. S.D. Tex. 2016) (discussing factors used to determine the adequacy of information in a disclosure statement); S. Rep. No. 95-989, at 121 (1978), reprinted in 1978 U.S.C.C.A.N. 5787, 5907 ("The information required will necessarily be governed by the circumstances of the case.").

35. Determining what constitutes "adequate information" for the purpose of satisfying section 1125 of the Bankruptcy Code resides within the broad discretion of the court. *See, e.g.*, *Mabey v. Sw. Elec. Power Co. (In re Cajun Elec. Power Co-op., Inc.)*, 150 F.3d 503, 518 (5th Cir. 1998) ("The legislative history of § 1125 indicates that, in determining what constitutes 'adequate information' with respect to a particular disclosure statement, 'both the kind and form of information are left essentially to the judicial discretion of the court' and that 'the information required will necessarily be governed by the circumstances of the case.'") (internal citations omitted), *cert. denied,* 526 U.S. 1144 (1999); *Tex. Extrusion Corp.*, 844 F.2d at 1157 (finding that a determination of what constitutes adequate information "is largely within the discretion of the bankruptcy court"); *see also, In re Metrocraft Pub. Servs., Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984) (listing factors for determining the sufficiency of "adequate information"). Accordingly,

the determination of whether a disclosure statement contains adequate information must be made on a case-by-case basis, focusing on the unique facts and circumstances of each case. *See In re Phx. Petrol., Co.*, 278 B.R. 385, 393 (Bankr. E.D. Pa. 2001).

36. In determining whether a disclosure statement contains adequate information as required by section 1125 of the Bankruptcy Code, courts typically look for disclosures related to topics such as: (a) the events that led to the filing of a bankruptcy petition; (b) the relationship of the debtor with its affiliates; (c) a description of the available assets and their value; (d) the company's anticipated future; (e) the source of information stated in the disclosure statement; (f) the debtor's condition while in chapter 11; (f) claims asserted against the debtor; (g) the estimated return to creditors under a chapter 7 liquidation; (h) the future management of the debtor; (i) the chapter 11 plan or a summary thereof; (j) financial information, valuations, and projections relevant to a creditor's decision to accept or reject the chapter 11 plan; (k) information relevant to the risks posed to creditors under the plan; (l) the actual or projected realizable value from recovery of preferential or otherwise avoidable transfers; (m) litigation likely to arise in a nonbankruptcy context; and (n) tax attributes of the debtor. *See In re U.S. Brass Corp.*, 194 B.R. 420, 424-25 (Bankr. E.D. Tex. 1996); *see also Metrocraft Pub. Servs., Inc.*, 39 B.R. at 568 (listing the factors courts have considered in determining the adequacy of information provided in a disclosure statement). Disclosure regarding all topics is unnecessary in every case. *See U.S. Brass*, 194 B.R. at 425; *see also Phx. Petrol.*, 278 B.R. at 393 ("[C]ertain categories of information which may be necessary in one case may be omitted in another; no one list of categories will apply in every case.").

37. The Disclosure Statement contains adequate information in sufficient detail to permit voting creditors to make an informed judgment about the Plan. Specifically, the Disclosure

Statement contains the categories of disclosures that courts typically consider "adequate information," including: (a) the Debtors' corporate history, structure, and business overview (Art. IV); (b) the events leading to the commencement of the Chapter 11 Cases (Art. V); (c) significant events in the Chapter 11 Cases (Art. VI); (d) the classification and treatment of Claims and Interests (Art. II); (e) the source of consideration for Plan distributions and the means for implementing the Plan (Art. VII.F); (f) treatment of executory contracts and unexpired leases (Art. VII.M); (g) provisions governing distributions (Art. VII.N); (h) procedures for resolving disputed claims (Art. VII.O); (i) information relating to releases, injunctions, and related provisions which are conspicuously displayed in accordance with Bankruptcy Rule 3016(c) (Art. VII.P); (j) the statutory requirements for confirmation (Art. IX); (k) risk factors related to the Plan (Art. X); and (l) certain U.S. federal tax consequences arising from the implementation of the Plan (Art. XII). *See In re Divine Ripe, L.L.C.*, 554 B.R. 395, 401-02 (Bankr. S.D. Tex. 2009) (citing *In re Metrocraft Pub. Serv., Inc.*, 39 B.R. 567-68 (Bankr. N.D. Ga. 1984) (citing factors for determining inclusion of adequate information)). The information provided in the Disclosure Statement is sufficiently detailed and contains adequate information to allow the Holders of Claims in the Voting Classes to make an informed decision regarding whether to vote to accept or reject the Plan.

38. Accordingly, the Debtors request that the Court approve the Disclosure Statement as containing "adequate information" on a conditional basis. The Debtors will seek final approval of the Disclosure Statement at the Combined Hearing.

B. The Disclosure Statement and the Plan Provide Sufficient Notice of the Injunction, Release, and Exculpation Provisions in the Plan

39. Bankruptcy Rule 3016(c) requires that, if a plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code, the plan and disclosure statement must

describe, in specific and conspicuous language, the acts to be enjoined and the entities subject to the injunction. Fed. R. Bankr. P. 3016(c).

40. The language in **Article VIII** of the Plan is in bold, making it conspicuous to anyone who reads it. **Articles VIII.C** and **VIII.D** describe in detail the entities subject to or providing a release under the Plan and the Claims and Causes of Action so released. **Article VIII.E** of the Plan describes in detail the parties entitled to exculpation under the Plan. **Article VIII.F** of the Plan describes in detail the entities subject to an injunction under the Plan and the acts that they are enjoined from pursuing. Each of **Articles VIII.C**, **VIII.D**, **VIII.E**, and **VII.F** are set forth conspicuously in bold typeface. **Article VII** of the Disclosure Statement also contains the releases pursuant to Article VIII of the Plan.

41. Finally, the Ballots, Combined Hearing Notice, Non-Voting Status Notice, and Opt-Out Form describe in detail and in conspicuous, bold typeface the entities that are subject to or providing a release under the Plan and the Claims and Causes of Action that are so released under the Plan. Each of the Disclosure Statement, Ballots, Combined Hearing Notice, Non-Voting Status Notice, and Opt-Out Form conspicuously states that any party who does not specifically opt-out or object to its inclusion as a Releasing Party will be bound by the Plan's Third-Party Release, unless such party is otherwise excepted from the Third-Party Release (*e.g.*, current employees). Additionally, the Disclosure Statement, Ballots, Non-Voting Status and Opt-Out Form all state, in bolded, conspicuous language, that previous elections to opt-out during solicitation of the Initial Plan remain valid and effective and parties who submitted an Opt-Out Form in connection with solicitation of the Initial Plan need not re-submit an Opt-Out Form. Accordingly, the Debtors respectfully submit that the Disclosure Statement complies with Bankruptcy Rule 3016(c) by conspicuously describing the conduct and parties enjoined, released,

or exculpated by the Plan, and the Ballots, Combined Hearing Notice, Non-Voting Status Notice, and Opt-Out Form satisfy Bankruptcy Rule 2002(c) by conspicuously describing the nature and entities subject to the Plan's release provisions.

III. The Court Should Approve the Solicitation Procedures, Including the Voting and Tabulation Procedures and the Disputed Claim Procedures, and the Timeline for Soliciting Votes on the Plan

A. The Solicitation Procedures Are Reasonable and Appropriate and Should Be Approved

42. Section 1126(c) of the Bankruptcy Code provides that:

> A class of claims has accepted a plan if such plan has been accepted by creditors, other than any entity designated under section (e) of this section, that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors, other than any entity designed under subsection (e) of this section, that have accepted or rejected the plan.

11 U.S.C. § 1126(c).

43. Additionally, Bankruptcy Rule 3018(c) provides, in part, that "[a]n acceptance or rejection [of a plan] shall be in writing, identify the plan or plans accepted or rejected, be signed by the creditor or equity security holder or an authorized agent and conform to the appropriate Official Form." Fed. R. Bankr. P. 3018(c). Bankruptcy Rule 3018(a) provides that "[n]otwithstanding objection to a claim or interest, the court after notice and a hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan." Fed. R. Bankr. P. 3018(a).

44. Consistent with these requirements, the Debtors propose to use the Solicitation Procedures, including the Voting and Tabulation Procedures and the Disputed Claim Procedures, set forth herein. The Solicitation Procedures provide for an efficient balloting process with clear rules for Holders of Claims in the Voting Classes to properly cast their votes on the Plan and for parties in interest to determine if the Plan has been accepted in sufficient value and amount under

section 1126 of the Bankruptcy Code. The Solicitation Procedures are consistent with section 1126 of the Bankruptcy Code and Bankruptcy Rule 3018 and should be approved.

B. The Court Should Approve the Voting Record Date

45. Bankruptcy Rule 3017(d) provides that, for the purposes of soliciting votes in connection with the confirmation of a plan, "creditors and equity security holders shall include holders of stocks, bonds, debentures, notes, and other securities of record on the date the order approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and a hearing." Fed. R. Bankr. P. 3017(d). Bankruptcy Rule 3018(a) contains a similar provision regarding determination of the record date for voting purposes. Fed. R. Bankr. P. 3018(a).

46. Cause exists to set January 22, 2025 as the Voting Record Date. Setting January 22, 2025 as the Voting Record Date will allow the Prepetition Credit Facility Agent to close pending trades (if any) and provide holdings information to the Claims and Noticing Agent so that it may serve Solicitation Packages on Holders of Prepetition Credit Facility Claims on the timeline contemplated herein. Setting the Voting Record Date will also permit the Claims and Noticing Agent to determine which Holders of General Unsecured Claims (including transferees of transferred General Unsecured Claims as of January 22, 2025) are entitled to vote on the Plan. Accordingly, the Debtors request that the Court exercise its authority under Bankruptcy Rules 3017(d) and 3018(a) to establish January 22, 2025 as the Voting Record Date.

C. The Court Should Approve the Form of Ballots

47. The Bankruptcy Rules provide that creditors entitled to vote on a plan must be sent a form of ballot conforming to the appropriate Official Form, and that such creditors' acceptance or rejection must conform to the appropriate Official Form. *See* Fed. R. Bankr. P. 3017(d), 3018(c). The forms of the Ballots are based on Official Form No. 314 and have been modified to

include certain additional information that the Debtors believe to be relevant and appropriate for Holders of Claims entitled to vote on the Plan as of the Voting Record Date and a section for opting out of the Plan's Third-Party Release. Additionally, the Ballots state, in bold, conspicuous language, that any votes cast during the solicitation of the Initial Plan will not count towards acceptance or rejection of the Plan, and parties must return their ballot accepting or rejecting the plan to ensure their vote is counted, providing adequate notice to Holders of Claims entitled to vote on the Plan. Accordingly, the Ballots comply with Bankruptcy Rules 3017(d) and 3018(c) and should be approved. *See* Fed. R. Bankr. P. 3017(d), 3018(c).

D. The Court Should Approve the Form and Distribution of the Solicitation Packages to Parties Entitled to Vote on the Plan

48. Bankruptcy Rule 3017(d) sets forth the materials that must be provided to holders of claims and interests for the purpose of soliciting their votes to accept or reject a plan of reorganization. Specifically, a debtor must mail a copy of the (a) "plan," (b) "disclosure statement," (c) "notice of the time within which acceptances and rejections of the plan may be filed," (d) "notice of the time fixed for filing objections and the hearing on confirmation," and (e) "a form of ballot conforming to the appropriate Official Form." Fed. R. Bankr. P. 3017(d).

49. Each Solicitation Package will include the materials required by Bankruptcy Rule 3017(d), including a Ballot, the Plan, the Disclosure Statement, the Order (excluding exhibits), the Combined Hearing Notice, and the Cover Letter. The Ballot and other materials in the Solicitation Packages provide instructions on how to cast a vote on the Plan and advise Holders of Claims of the Voting Deadline.

50. The Debtors propose to serve on Holders of Claims in the Voting Classes the Combined Hearing Notice via first class mail within one business day following the Court's entry of the Order granting this Motion, and the remaining components of the Solicitation Packages by

the later of January 30, 2025 and five business days following entry of the Order. In addition, the Debtors, through the Claims and Noticing Agent, will distribute the Solicitation Packages and solicit votes on the Plan in compliance with the Solicitation Procedures; receive, tabulate, and report on Ballots; respond to inquiries relating to the solicitation and voting process; and file the Voting Report with the Court by February 25, 2025.

51. Due to the voluminous nature of certain documents, and to save costs, the Debtors request that they be authorized to distribute the Plan, the Disclosure Statement, and the Order in an electronic format, such as a USB flash drive, as part of the Solicitation Package, and, if requested, provide a hard or email copy as soon as reasonably practicable. Only the Cover Letter, the Combined Hearing Notice, the Ballot, the return envelope, and other notices will be provided in paper format. The Combined Hearing Notice will include a website address directing recipients to the electronic format of the documents and provide recipients instructions for obtaining a print or email copy of such documents if they so desire. Distribution in this manner will result in significant monetary savings for the Debtors' estates. Further, no party's rights will be impaired by this manner of distribution, as all documents will be available in print and via email upon request to the Claims and Noticing Agent and electronically, free of charge, at the Debtors' restructuring website: www.veritaglobal.net/ZHI.

52. The Debtors request that the Claims and Noticing Agent be authorized (to the extent not already authorized by another order of the Court) to assist the Debtors in: (a) distributing the Solicitation Packages; (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by Holders of Claims; (c) responding to inquiries from Holders of Claims or Interests and other parties in interest relating to the Plan and Disclosure Statement, the Ballots, the Solicitation Packages, and all other related documents and matters related thereto, including the procedures

and requirements for voting to accept or reject the Plan and for objecting to the Plan; (d) soliciting votes on the Plan; and (e) if necessary, contacting Holders of Claims and Interests regarding the Plan. The Debtors further request that the Debtors and Claims and Noticing Agent be authorized, but not obligated, to contact parties that submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies, but neither of them shall incur any liability for failure to provide such notification.

53. In addition, the Debtors request that the Claims and Noticing Agent be authorized to accept Ballots via electronic online transmission solely through a customized online balloting portal on the Debtors' case website maintained by the Claims and Noticing Agent (the "**E-Ballot Portal**"), in addition to accepting hard copy Ballots via first class mail, overnight courier, and hand delivery. Parties entitled to vote may, where applicable, cast an electronic Ballot and electronically sign and submit the Ballot instantly by utilizing the E-Ballot Portal (which allows a Holder to submit an electronic signature). Instructions for electronic, online transmission of Ballots are set forth on the form of Ballot. The encrypted data and audit trail created by such electronic submission will become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective. The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted. E-Balloting is appropriate and typical in chapter 11 cases of this size and should be approved.

54. Serving the Solicitation Packages on Holders of Claims entitled to vote on the Plan as proposed herein will provide such parties sufficient time to review and analyze the Plan, Disclosure Statement, and related documents and subsequently make an informed decision as to

whether to vote to accept or reject the Plan before the Voting Deadline, consistent with the requirements of the applicable Bankruptcy Rules. The Court should approve the forms and manner of service of the Solicitation Packages.

E. The Court Should Approve the Voting Deadline

55. Bankruptcy Rule 3018(a) provides that ballots accepting or rejecting a plan of reorganization shall be submitted "within the time fixed by the court." Fed. R. Bankr. P. 3018(a). The Debtors propose to establish **February 20, 2025 at 4:00 p.m. (prevailing Central Time) as the Voting Deadline** for Holders in the Voting Classes to submit Ballots accepting or rejecting the Plan, providing a solicitation period of at least 21 calendar days following the Solicitation Deadline. Holders of Claims in the Voting Classes will have ample time to reach an informed decision on whether to vote to accept or reject the Plan and to submit their respective Ballots to the Claims and Noticing Agent in accordance with the Voting and Tabulation Procedures. Under the circumstances, the proposed solicitation period and Voting Deadline are reasonable and appropriate and should be approved.

F. The Court Should Approve the Form, Manner, and Sufficiency of the Combined Hearing Notice and Publication Notice

56. Bankruptcy Rule 2002(b) requires twenty-eight (28) days' notice of any hearing to consider confirmation of a plan of reorganization. Bankruptcy Rule 3020(b)(1) further provides that objections to confirmation of a plan must be filed and served "within a time fixed by the court." Fed. R. Bankr. P. 3020(b)(1). Bankruptcy Rule 2002(l) also permits the Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." Fed R. Bankr. P. 2002(l).

57. Consistent with the Bankruptcy Rules, the Debtors request that the Court approve the form of Combined Hearing Notice, which includes: (a) instructions on how to view or obtain

copies of the Plan, the Disclosure Statement, the Order, and all other materials in the Solicitation Package (excluding the Ballot) from the Debtors' Claims and Noticing Agent through the Debtors' restructuring website; (b) notice of the Objection Deadline and instructions for filing an objection; and (c) notice of the Combined Hearing Date and information related thereto. The Debtors propose to serve the Combined Hearing Notice on all known Holders of Claims and Interests as of the Voting Record Date and any other party entitled to notice under Bankruptcy Rule 2002 and any applicable Bankruptcy Rules or Bankruptcy Local Rules. Additionally, the Debtors propose to publish the Publication Notice in *The New York Times* (National Edition), *USA Today* (National Edition), *Beaumont Enterprise*, and *Port Arthur News* on January 30, 2025 or as soon as reasonably practicable thereafter (the "**Publication Deadline**").

58. With the filing of this Motion and the service of the Combined Hearing Notice and Publication Notice as proposed herein, parties in interest will receive more than the 28-days' notice of the opportunity to file objections to the Plan and Disclosure Statement, as required by the Bankruptcy Rules. Accordingly, the Court should approve the proposed forms and manner of service of the Combined Hearing Notice and Publication Notice.

G. The Court Should Approve the Forms of the Non-Voting Status Notice and the Opt-Out Form

59. Section 1126(f) of the Bankruptcy Code provides that a class that is unimpaired by a plan does not need to be solicited, as "each holder of a claim or interest of such class [is] conclusively presumed to have accepted the plan." *See* 11 U.S.C. § 1126(f). Section 1126(g) of the Bankruptcy Code provides that a class that is fully impaired by a plan and does not entitle its holders to receive or retain any property or recovery does not need to be solicited, as such class is deemed to reject the Plan. *See* 11 U.S.C. § 1126(g).

60. As discussed above, the Non-Voting Classes are not entitled to vote on the Plan because they are presumed to accept or reject the Plan under section 1126. As a result, they will not receive Solicitation Packages; instead, the Debtors propose that such parties receive Non-Voting Status Notices and Opt-Out Forms. The Non-Voting Status Notice will include, among other things: (a) instructions as to how to view or obtain copies of the Disclosure Statement (including the Plan and the other exhibits thereto), the Order, and all other materials in the Solicitation Package (excluding Ballots) from the Claims and Noticing Agent free of charge; (b) the Opt-Out Form, including the verbatim text of the release, exculpation, and injunction language set forth in **Article VIII** of the Plan and instructions for opting out of the Third-Party Release; (c) notice of the Objection Deadline and instructions for how to object to the Plan and Disclosure Statement; (d) notice of the Combined Hearing; and (e) instructions for accessing additional documents in the Chapter 11 Cases.

61. The Non-Voting Status Notice and Opt-Out Forms will provide Holders of Claims and Interest in the Non-Voting Classes adequate notice of the Combined Hearing and an opportunity to be heard and to protect their rights with respect to the Plan (including the Third-Party Release) and Disclosure Statement. The Non-Voting Status and Opt-Out Form also state in bold, conspicuous language that parties who previously elected to opt-out during solicitation of the Initial Plan need not re-submit any opt-out form as their election remains valid and effective. Accordingly, the Court should approve the proposed forms and manner of service of the Non-Voting Status Notice and Opt-Out Form.

H. The Court Should Approve the Employee Letter

62. The Debtors employ approximately 15,300 individuals and many of those individuals do not hold Claims against or Interests in the Debtors. Further, the Debtors have specifically excluded the Non-Creditor Employees from the Plan's Third-Party Release. Because

these Non-Creditor Employees are not creditors of the Debtors and are not otherwise prejudiced by the Plan, it is not necessary to provide Solicitation Packages to these Non-Creditor Employees. Rather, serving the Non-Creditor Employees with the Employee Letter via first class mail through the Claims and Noticing Agent before the Solicitation Deadline will provide sufficient notice of the Combined Hearing and the opportunity to object to the Plan and Disclosure Statement, and should be approved. For the avoidance of doubt, if an employee filed a Claim against the Debtors, that employee will receive the applicable Solicitation Package on account of their Claim.

I. The Court Should Approve the Assumption and Rejection Notices

63. For the Debtors' Executory Contracts and Unexpired Leases not previously assumed or rejected in these Chapter 11 Cases, the Plan provides that such Executory Contracts and Unexpired Leases will be assumed or rejected on the Effective Date as set forth in the Assumption List and Rejection List included in the Plan Supplement. To ensure that counterparties to Executory Contracts and Unexpired Leases included on the Assumption List and Rejection List receive notice of assumption, rejection, and any applicable deadlines (including the deadlines to object to assumption, file any cure claim, and file any rejection damages claim), the Debtors propose to serve the Assumption Notice or Rejection Notice, as applicable, to each contract counterparty via first class mail within two business days of filing the Plan Supplement. The Assumption Notice and Rejection Notice provide sufficient notice of the Debtors' proposed treatment of each Executory Contract and Unexpired Lease and all deadlines applicable to the counterparties to the Debtors' Executory Contracts and Unexpired Leases. Accordingly, the forms and manner of service of the Assumption Notice and Rejection Notice should be approved.

J. The Debtors' Right to Amend the Plan, Disclosure Statement, and Solicitation Materials

64. The Debtors request authorization to make non-substantive or immaterial changes to the Disclosure Statement, the Plan, the Ballots, the Solicitation Packages and all documents provided therein, the Non-Voting Status Notice, the Opt-Out Form, the Combined Hearing Notice, the Publication Notice, the Assumption Notice, the Rejection Notice, the Disputed Claim Notice, the Reclassification Notice, the Cover Letter, and the Employee Letter, and related documents (including any exhibits, schedules, or annexes attached to the foregoing) without further order of this Court, including, without limitation, changes to correct typographical, grammatical, and formatting errors or omissions, and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Package before their distribution, and to modify the Publication Notice as necessary. The Debtors further reserve the right to amend the Plan, the Disclosure Statement, and related documents in any manner, subject to the Court's authorization and requirement of re-solicitation solely to the extent required by the Bankruptcy Code, Bankruptcy Rules, and Bankruptcy Local Rules.

Emergency Consideration

65. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Local Rule 9013-1(i). The Court previously reserved January 23, 2025 at 9:00 a.m. (prevailing Central Time) for a hearing on this Motion, provided that the Motion is filed by January 20, 2025. The Debtors have complied with that requirement and accordingly request that the Court consider this Motion on an emergency basis on January 23, 2025 at 9:00 a.m. (prevailing Central Time).

Notice

66. The Debtors will provide notice of this Motion to: (a) the U.S. Trustee for the Southern District of Texas; (b) counsel to the Committee; (c) the United States Attorney's Office for the Southern District of Texas; (d) the state attorneys general for the states in which the Debtors operate; (e) the Internal Revenue Service; (f) counsel to the Prepetition Credit Facility Agent; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002 and Bankruptcy Local Rule 9013-1(d). In light of the nature of the relief requested, no other or further notice need be provided.

[Remainder of Page Intentionally Left Blank]

The Debtors respectfully request that the Court enter the Order granting the relief requested in this Motion and such other and further relief as the Court deems appropriate under the circumstances.

Dated: January 20, 2025
Houston, Texas

/s/ Charles R. Koster

WHITE & CASE LLP
Charles R. Koster (Texas Bar No. 24128278)
609 Main Street, Suite 2900
Houston, Texas 77002
Telephone: (713) 496-9700
Facsimile: (713) 496-9701
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Bojan Guzina (admitted *pro hac vice*)
Andrew F. O'Neill (admitted *pro hac vice*)
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Counsel to the Debtors and Debtors in Possession

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/ Charles R. Koster
Charles R. Koster

Certificate of Service

I certify that on January 20, 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

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. 24-90377 (MI)
Debtors.	)	(Jointly Administered)

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 FIRST AMENDED PLAN, 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 "**Order**"), (a) approving the adequacy of the *Disclosure Statement for the First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates* (the "**Disclosure Statement**"), (b) approving the solicitation procedures with respect to confirmation of the chapter 11 plan; (c) approving the forms of ballots and notices in connection therewith; (d) approving the form, manner, and scope of confirmation notices; (e) establishing certain deadlines in connection with approval of the disclosure statement and confirmation of the plan; and (f) granting related relief, all as more fully set forth in the Motion; 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.

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

§ 157(b)(2); and this Court having found that it may enter a final order 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 permissible 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, if any, before this Court (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:

1. The Disclosure Statement is conditionally approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and the Debtors are authorized to distribute the Disclosure Statement, attached hereto as **Exhibit 1**, and the Solicitation Packages in accordance with the Solicitation Procedures detailed in the Disclosure Statement.

2. The Combined Hearing, at which time the Court will consider final approval of the Disclosure Statement and confirmation of the Plan, will be held before the Honorable Judge Marvin Isgur, United States Bankruptcy Judge, in Courtroom 404 of the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Houston, Texas, 77002 on February 26, 2025 at [●]:[●] [●].m. (prevailing Central Time). The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in

open court or by a notice of adjournment or notice of agenda of matters scheduled for hearing filed by the Debtors with the Court and available on the electronic case filing docket.

3. The following dates and deadlines are hereby established with respect to confirmation of the Plan.

Event	Date
Voting Record Date	Wednesday, January 22, 2025
Hearing on Conditional Approval of the Disclosure Statement	Thursday, January 23, 2025 at 9:00 a.m. (prevailing Central Time)
Solicitation Deadline	Thursday, January 30, 2025 or 5 Business Days after entry of the Disclosure Statement Order
Publication Deadline	Thursday, January 30, 2025 or as soon as reasonably practicable thereafter
Deadline to File Rule 3018 Motions	Thursday, February 13, 2025 at 4:00 p.m. (prevailing Central Time)
Plan Supplement Deadline	Thursday, February 13, 2025
Voting, Plan Objection, and Third-Party Release Opt-Out Deadline	Thursday, February 20, 2025 at 4:00 p.m. (prevailing Central Time)
Deadline to File Voting Report	Tuesday, February 25, 2025
Deadline to File Confirmation Brief	Tuesday, February 25, 2025
Combined Hearing Date	Wednesday, February 26, 2025 or such other date and time as may be scheduled by the Bankruptcy Court

4. Any objections to the adequacy of the Disclosure Statement or confirmation of the Plan must: (i) be in writing; (ii) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Interest; (iv) state the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections; and (v) be filed with this Court with proof of service thereof **so as to be actually received on or before the Objection Deadline of February 20, 2025 at 4:00 p.m. (prevailing Central Time)**.

5. Objections, if any, not Filed and served in the manner set forth above may, in the Court's discretion, not be considered and may be overruled.

6. The notice and objection procedures set forth in this Order and the Motion constitute good and sufficient notice of the Combined Hearing, deadlines and procedures for objecting to approval of the Solicitation Procedures, adequacy of the Disclosure Statement, and confirmation of the Plan, and no other or further notice shall be necessary.

7. The Solicitation Procedures comply with the requirements of the Bankruptcy Code, Bankruptcy Rules, and Bankruptcy Local Rules and are approved in their entirety.

8. The Voting Record Date is approved and shall be January 22, 2025 for determining the Holders of Claims that are entitled to vote to accept or reject the Plan.

9. The Prepetition Credit Facility Agent shall provide contact information (including names, physical addresses and email addresses to which Solicitation Packages shall be sent, and amounts of Prepetition Credit Facility Claims) to the Debtors and the Claims and Noticing Agent no later than 2 business days following entry of this Order, to the extent any such contact information has changed following solicitation of the Initial Plan.

10. The Ballots substantially in the form attached hereto as **Exhibits 2** and **3** are approved.

11. All Ballots must be properly executed, completed, and returned **so that they are actually received** by the Claims and Noticing Agent by no later than the Voting Deadline of **4:00 p.m. (prevailing Central Time) on February 20, 2025**. The Debtors are authorized to extend the Voting Deadline in their sole discretion and will include notice of any extension in any voting report tabulating the Ballots and votes received that is filed with the Court. For the avoidance of

doubt, any Ballots submitted with respect to the Initial Plan shall not be counted as votes to accept or reject the Plan.

12. The Claims and Noticing Agent is authorized to accept Ballots via electronic online transmission through a customized online portal on the Debtors' case website. The encrypted Ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

13. The Claims and Noticing Agent shall complete delivery of the Solicitation Packages by the Solicitation Deadline. The materials constituting the Solicitation Packages, the forms of each of which are approved, shall be delivered to the Holders in the Voting Classes in accordance with the Solicitation Procedures.

14. The Debtors are further authorized, but not directed, in their discretion, to distribute the Plan, the Disclosure Statement, and the Order (excluding exhibits) in an electronic format, such as a flash drive, instead of a paper format. If a party who receives the Plan, the Disclosure Statement, and the Order (excluding exhibits) electronically prefers a paper copy format, the party may request paper copies from the Claims and Noticing Agent by visiting the Debtors' case website at www.veritaglobal.net/ZHI or calling the Claims and Noticing Agent at (866) 479-8211 (US and Canada) or +1 (781) 575-2037 (International).

15. For purposes of serving the Solicitation Package, the Claims and Noticing Agent is authorized to rely on the address information maintained by the Debtors and the Prepetition Credit Facility Agent as of the Voting Record Date and provided to the Claims and Noticing Agent. The Debtors are not required to mail Solicitation Packages to creditors whose prior mailings in these

Chapter 11 Cases were returned as undeliverable and who have not provided a new forwarding address by the Voting Record Date.

16. The Non-Voting Status Notice and the Opt-Out Form, substantially in the forms attached hereto as **Exhibits 4** and **5**, are approved. The Debtors shall cause the Claims and Noticing Agent to mail a copy of the Non-Voting Status Notice and the Opt-Out Form in lieu of Solicitation Packages to Holders in the Non-Voting Classes by the Solicitation Deadline.

17. To the extent any party in interest properly submitted an Opt-Out Form in connection with the solicitation of the Initial Plan, such Opt-Out Form shall remain effective and such party in interest shall not be required to re-submit an Opt-Out Form to opt-out of the Plan's Third-Party Release.

18. The Combined Hearing Notice, substantially in the form attached hereto as **Exhibit 6**, is approved and shall be deemed good and sufficient notice of the Combined Hearing and no further notice need be given. The Debtors shall cause the Claims and Noticing Agent to complete service upon (a) all known Holders of Claims against and Interests in the Debtors and (b) all Notice Parties, in each case, as of the Voting Record Date, as described in the Motion, with a copy of the Combined Hearing Notice by January 24, 2025, or one business day after the Court's entry of this Order.

19. The Debtors are authorized to enter into transactions to cause the Publication Notice, substantially in the form attached hereto as **Exhibit 7**, to be published in *The New York Times* (National Edition), *USA Today* (National Edition), *Beaumont Enterprise*, and *Port Arthur News* by January 30, 2025 or as soon as reasonably practicable thereafter, and to make reasonable payments required for such publication.

20. The form of the Assumption Notice, substantially in the form attached hereto as **Exhibit 8**, is approved.

21. The form of the Rejection Notice, substantially in the form attached hereto as **Exhibit 9**, is approved.

22. The Disputed Claims Notice, substantially in the form attached hereto as **Exhibit 10**, and the Disputed Claims Procedures are approved. The Debtors shall cause the Disputed Claims Notice to be served on Holders of Claims that are subject to a pending objection by the Debtors as set forth in the Disputed Claim Procedures, and such notice shall be sufficient and appropriate notice of the Combined Hearing under the circumstances of these Chapter 11 Cases.

23. The Reclassification Notice, substantially in the form attached hereto as **Exhibit 11**, is approved. The Debtors shall cause the Reclassification Notice to be served on Holders of Claims that are subject to a Reclassification Objection by the Debtors as set forth in the Disputed Claim Procedures, and such notice shall be sufficient and appropriate notice of the Combined Hearing under the circumstances of these Chapter 11 Cases.

24. The Cover Letter, substantially in the form attached to this Order as **Exhibit 12**, is approved. The Debtors shall cause the Claims and Noticing Agent to serve the Cover Letter in the Solicitation Packages on all Holders of Claims entitled to vote on the Plan.

25. The form of the Employee Letter, substantially in the form attached hereto in **Exhibit 13**, is approved. The Debtors shall cause the Claims and Noticing Agent to serve the Employee Letter on Non-Creditor Employees via first class mail. No other or further notice to Non-Creditor Employees shall be necessary.

26. The Claims and Noticing Agent shall File the Voting Report with the Court **on or before February 25, 2025**. The Debtors shall cause such certification to be served upon all parties entitled to receive notice under Bankruptcy Rule 2002(b) and posted on the website maintained by the Claims and Noticing Agent.

27. The Claims and Noticing Agent is authorized to assist the Debtors in: (a) distributing the Solicitation Packages; (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by Holders of Claims entitled to vote on the Plan; (c) responding to inquiries from Holders of Claims, Holders of Interests, and other parties in interest relating to the Disclosure Statement, the Plan, the Ballot, the Solicitation Packages, and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan; (d) soliciting votes on the Plan; and (e) if necessary, contacting creditors and equityholders regarding the Plan.

28. The notice and objection procedures set forth in this Order and the Motion constitute good and sufficient notice of the Combined Hearing, deadline and procedures for objecting to approval of the Solicitation Procedures, adequacy of the Disclosure Statement, and confirmation of the Plan, and no other or further notice shall be necessary.

29. Notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion and the requirements of the Bankruptcy Local Rules are satisfied by such notice.

30. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

31. The Debtors are authorized to make non-substantive or immaterial changes to the Disclosure Statement, the Plan, the Ballots, the Solicitation Packages and all documents provided therein, the Non-Voting Status Notice, the Opt-Out Form, the Combined Hearing Notice, the

Publication Notice, the Assumption Notice, the Rejection Notice, the Disputed Claim Notice, the Reclassification Notice, the Cover Letter, and the Employee Letter, and related documents (including any exhibits, schedules, or annexes attached to the foregoing) before distributing Solicitation Packages to each creditor or other party in interest in accordance with the terms of this Order without further order of the Court, including changes to correct typographical, clerical, and grammatical errors, and to make conforming changes among the above-listed documents where, in the Debtors' reasonable discretion, doing so would better facilitate the solicitation process.

32. Notwithstanding entry of the Order, nothing herein shall create, nor is intended to create any rights in favor of or enhance the status of any claim held by any party.

33. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a Proof of Claim after the Voting Record Date.

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

Houston, Texas
Dated: _____, 2024

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Disclosure Statement

[Filed Separately]

Exhibit 2

Form of Ballot for Prepetition Credit Facility Claims

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. 24-90377 (MI)
Debtors.	)	(Jointly Administered)

BALLOT FOR VOTING ON THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ZACHRY HOLDINGS, INC. AND ITS DEBTOR AFFILIATES AND OPPORTUNITY FOR HOLDERS OF CLAIMS TO OPT OUT OF THE THIRD-PARTY RELEASE

CLASS 3 – PREPETITION CREDIT FACILITY CLAIMS

THIS BALLOT SUPERSEDES ANY PREVIOUS VOTES CAST ON THE PLAN. ALL PREVIOUS VOTES SHALL NOT BE COUNTED TOWARD ACCEPTANCE OR REJECTION OF THE PLAN.

PLEASE COMPLETE AND RETURN THIS BALLOT, PURSUANT TO THE INSTRUCTIONS CONTAINED HEREIN, IF YOU WOULD LIKE TO SUBMIT A BALLOT ACCEPTING OR REJECTING THIS PLAN.

PLEASE CAREFULLY READ – YOUR RESPONSE IS REQUIRED BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON FEBRUARY 20, 2025

- PLEASE FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT RELATING TO THE *FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ZACHRY HOLDINGS, INC. AND ITS DEBTOR AFFILIATES* (AS MAY BE MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE "**PLAN**")[2] FOR ZACHRY HOLDINGS, INC., ET AL. (THE "**DEBTORS**") **BEFORE** COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN (INCLUDING THE RELEASES CONTAINED IN **ARTICLE VIII** OF THE PLAN). THE PLAN IS SUBJECT TO BANKRUPTCY COURT APPROVAL.

- THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS **ACTUALLY RECEIVED** BY VERITA GLOBAL, LLC (THE "**CLAIMS AND NOTICING AGENT**") PRIOR TO **4:00 P.M. (PREVAILING CENTRAL TIME) ON FEBRUARY 20, 2025** (THE "**VOTING DEADLINE**").

- **PLEASE BE ADVISED THAT ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. THESE PROVISIONS ARE INCLUDED IN THE BALLOT. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MAY BE AFFECTED THEREUNDER EVEN IF YOU ABSTAIN FROM**

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan.

VOTING. IF YOU (A) ABSTAIN FROM VOTING OR (B) VOTE TO ACCEPT OR VOTE TO REJECT THE PLAN AND, IN EACH CASE, DO NOT CHECK THE "OPT OUT" BOX BELOW, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE VIII.D OF THE PLAN, UNLESS YOU PROPERLY SUBMITTED AN OPT-OUT FORM DURING THE SOLICITATION OF THE DEBTORS' INITIAL PLAN OF REORGANIZATION, IN WHICH CASE SUCH OPT-OUT FORM REMAINS VALID AND EFFECTIVE.

- **PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.**

- CONFIRMATION OF THE PLAN IS EXPRESSLY CONDITIONED UPON BANKRUPTCY COURT APPROVAL OF THE RELEASES BY RELEASING PARTIES (AS DESCRIBED BELOW AND LOCATED IN **ARTICLE VIII** OF THE PLAN), WHICH, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY RELEASING PARTIES, IF APPROVED, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 2 OF THIS BALLOT.

- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.

- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE SUBMIT AN INQUIRY WITH THE CLAIMS AND NOTICING AGENT AT HTTPS://WWW.VERITAGLOBAL.NET/ZHI/INQUIRY, OR CALL (866) 479-8211 (US OR CANADA) OR +1 (781) 575-2037 (INTERNATIONAL) AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM.

The Debtors are soliciting votes with respect to the Plan, as set forth in the Disclosure Statement. The Debtors filed for protection under title 11 of the United States Code (the "**Bankruptcy Code**") on May 21, 2024 (the "**Petition Date**") with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**") and now seek to confirm the Plan. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. Pursuant to the Bankruptcy Code, a voting class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims vote to accept the Plan. The Bankruptcy Court may confirm the Plan if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. The Plan then would be binding on all Holders of Prepetition Credit Facility Claims in Class 3, among others. Subject to the terms and conditions of the Plan, you will receive the treatment identified in **Exhibit A** to this Ballot. **For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan**. **You may wish to seek legal advice concerning the Plan.**

You have received this Ballot because the list of recordholders maintained by the Prepetition Credit Facility Agent indicates that you are a Holder of a Claim in Class 3 as of **January 22, 2025** (the "**Voting Record Date**") and as set forth in Item 1 of the Ballot. Accordingly, you have the right to execute this Ballot and to vote to accept or reject the Plan on account of such Claim or Claims.

The Disclosure Statement, the Plan, and certain other materials (the "**Solicitation Package**") have been served on you along with this Ballot. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain elections and certifications with respect thereto. If

you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Claims and Noticing Agent immediately.

To have your vote to either accept or reject the Plan count, you must properly complete and return this Ballot so that the Claims and Noticing Agent **actually receives** it on or before the Voting Deadline. This ballot supersedes any previous votes cast on the Plan. All previous votes shall not be counted toward acceptance or rejection of the Plan.

YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE SUCH A CLAIM.

VOTING — COMPLETE THIS SECTION

Item 1. Principal Amount of Claims

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of Claims in Class 3 as set forth below (your "**Claims**"). You must check the applicable box in the right-hand columns below to "accept" or "reject" the Plan.

Please note that you are voting all of your Claims in Class 3 either to accept or reject the Plan. You may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box below, your vote will not be counted. If you indicate that you both accept and reject the Plan by checking both boxes below, your vote will not be counted.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast below will be applied in the same manner and in the same amount against each applicable Debtor.

Any listing of Claims for purposes of voting on the Plan is not an admission of liability on part of the Debtors or for any other party for the purposes of ultimate allowance or distribution.

The Holder of the Class 3 Claims listed below votes to (*please check one and only one box for all Claims*):

Holder: [List Name]				
Voting Class	**Description**	**Amount**	**Vote to Accept the Plan**	**Vote to Reject the Plan**
Class 3 (Prepetition Credit Facility Claims)				
Class 3	**Prepetition Credit Facility Claims**	**$**_____	☐	☐

Item 2. Important Information Regarding the Plan's Debtor Release, Third-Party Release, Exculpation, and Injunction Provisions

The Plan includes the following release, exculpation, and injunction provisions:[3]

Article VIII.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 the 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 the 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 the 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 GUC Trust, 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 the 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 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 in the Schedule of Retained Causes of Action, or (ii) related to the GPX Settlement that

[3] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. You should read the Plan before completing this Ballot.

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 revest in the Reorganized Debtors pursuant to the 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 the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to Confirmation of the 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 the 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.

Article VIII.D: <u>Releases by Third Parties</u>.

Except as otherwise expressly set forth in the Plan or the Confirmation Order, and except for the rights that remain in effect from and after the Effective Date to enforce the 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 the 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 GUC Trust, 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 the 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 in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the 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.

Article VIII.E: <u>Exculpation</u>.

Except as otherwise specifically provided in the 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 GUC Trust, 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 the Plan, or the distribution of property under the 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 the Plan and the Confirmation Order.

The Exculpated Parties set forth above have, and upon Confirmation of the 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 the 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 the Plan or such distributions made pursuant to the Plan.

Article VIII.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 the Plan in relation to any Claim or Interest that is extinguished, discharged, satisfied, or released pursuant to the Plan.

Except as otherwise expressly provided in the Plan or the Confirmation Order, or for obligations issued or required to be paid pursuant to the 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 the 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 the Plan, including on account of General Unsecured Claims that are satisfied in full under the 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 enforce, collect, or recover 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 the 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 the 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 GUC Trust, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, the solicitation of votes with respect to the 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 the Plan, or the distribution of property under the 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 the 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 the 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 the Plan and the Confirmation Order from bringing an action to enforce the terms of the 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 the Plan and the Confirmation Order.

IMPORTANT INFORMATION REGARDING THE THIRD-PARTY RELEASE

Certain defined terms with respect to the Third-Party Release are set forth below:

UNDER THE PLAN, "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.

UNDER THE PLAN, "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 THE PLAN, CURRENT

EMPLOYEES OF THE DEBTORS AS OF THE VOTING RECORD DATE SHALL NOT BE RELEASING PARTIES UNDER THE PLAN.

PLEASE TAKE NOTICE THAT, IF YOU FAIL TO CHECK THE "OPT OUT" BOX BELOW, YOU WILL BE DEEMED A "RELEASING PARTY," UNLESS YOU PROPERLY SUBMITTED AN OPT-OUT FORM DURING THE SOLICITATION OF THE DEBTORS' INITIAL PLAN OF REORGANIZATION, IN WHICH CASE SUCH OPT-OUT FORM REMAINS VALID AND EFFECTIVE. AS A "RELEASING PARTY" UNDER THE PLAN, YOU WILL BE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE.

YOU MAY ELECT NOT TO GRANT THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU (A) CHECK THE BOX BELOW, (B) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION, OR (C) PROPERLY SUBMITTED AN OPT-OUT FORM DURING THE SOLICITATION OF THE DEBTORS' INITIAL PLAN OF REORGANIZATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

PLEASE TAKE NOTICE THAT PARTIES RECEIVING THIS BALLOT MAY CHECK THE BOX BELOW TO OPT OUT OF THE THIRD-PARTY RELEASE.

☐ **Opt Out of the Third-Party Release**

PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Item 3. Certification, Ballot Completion, and Delivery Instructions

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

a. that, as of the Voting Record Date, either: (i) the undersigned is the Holder of the Claims as set forth in Item 1; or (ii) the undersigned is an authorized signatory for an Entity that is the Holder of the Claims as set forth in Item 1;

b. that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

c. that the undersigned has cast the same vote with respect to all Claims in Class 3;

d. that no other Class 3 Ballots have been cast by the undersigned or, if any other Class 3 Ballots have been cast with respect to such Claims, then any such earlier Class 3 Ballots voting those Claims are hereby revoked;

e. that the undersigned acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the undersigned's Class 3 Claims;

f. that the undersigned understands and, if accepting the Plan, agrees with the treatment provided for its Class 3 Claims under the Plan;

g. that the undersigned acknowledges and understands that (i) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed to be accepted by the Holders of such Claims in such Class; and (ii) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and

h. that the undersigned acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary.

BALLOT COMPLETION INFORMATION — COMPLETE THIS SECTION

Name of Holder: _____

Signature: _____

Signatory Name
(if other than the Holder): _____

Title: _____

Address: _____

Email Address: _____

Date Completed: _____

RETURN INSTRUCTIONS

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY.

THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT PRIOR TO THE VOTING DEADLINE. YOU MAY SUBMIT YOUR BALLOT VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

ZACHRY BALLOT PROCESSING CENTER
C/O VERITA
222 N. PACIFIC COAST HWY., STE. 300
EL SEGUNDO, CA 90245

VIA THE CLAIMS AND NOTICING AGENT'S ONLINE BALLOTING PORTAL:

HTTPS://WWW.VERITAGLOBAL.NET/ZHI

CLICK ON "SUBMIT E-BALLOT" LINK ON THE WEBSITE AND FOLLOW THE INSTRUCTIONS TO SUBMIT YOUR BALLOT.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

ID Number _____
Passcode _____

The Claims and Noticing Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted via facsimile, email, or other means of electronic transmission will not be counted.

Each ID Number is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each ID Number you receive. Creditors who cast a Ballot using the Claims and Noticing Agent's online portal should NOT also submit a paper ballot.

If the Claims and Noticing Agent does not actually receive this Ballot on or before February 20, 2025, at 4:00 p.m., prevailing Central Time, your vote transmitted via this Ballot may be counted toward confirmation of the Plan only in the Debtors' discretion or by order of the Court. This ballot supersedes any previous votes cast on the Plan. All previous votes shall not be counted toward acceptance or rejection of the Plan.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT (866) 479-8211 (US OR CANADA) OR +1 (781) 575-2037 (INTERNATIONAL) OR SUBMIT AN INQUIRY AT HTTPS://WWW.VERITAGLOBAL.NET/ZHI/INQUIRY.

INSTRUCTIONS FOR COMPLETING THIS BALLOT:

1. To ensure that your vote is counted, this Ballot must be properly completed, executed, and delivered (a) via first class mail, overnight courier, or hand delivery to Zachry Ballot Processing Center c/o Verita, 222 N. Pacific Coast Hwy., Ste. 300 El Segundo, CA 90245 or (b) via the Claims and Noticing Agent's online balloting portal on www.veritaglobal.net/zhi, so that this Ballot is **actually received by the Claims and Noticing Agent on or before the Voting Deadline, 4:00 p.m. (prevailing Central Time) on February 20, 2025**. This ballot supersedes any previous votes cast on the Plan. All previous votes shall not be counted toward acceptance or rejection of the Plan.

2. If you wish to abstain from voting on the Plan, but wish to opt-out of the Third-Party Release in Item 2 of the Ballot, you must properly complete, execute, and deliver this Ballot by the Voting Deadline as instructed above. Notwithstanding the foregoing, if you previously submitted an Opt-Out Form electing to opt-out of the Third-Party Release, your opt-out election remains valid and effective.

3. If you disagree with the Claim amount listed on this Ballot for purposes of voting on the Plan, the deadline for you to file a Rule 3018 Motion for temporary allowance of your Claim in a different amount for voting purposes is **February 13, 2025 at 4:00 p.m. (prevailing Central Time)**.

4. Any Ballot received by the Claims and Noticing Agent after the Voting Deadline will not be counted unless otherwise ordered by the Court or determined by the Debtors. No Ballot may be withdrawn or modified after the Voting Deadline without the Debtors' prior consent.

5. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan or is improperly signed will **NOT** be counted unless otherwise ordered by the Court or determined by the Debtors.

6. Delivery of a Ballot reflecting your vote to the Claims and Noticing Agent will be deemed to have occurred only when the Claims and Noticing Agent actually receives your paper Ballot or E-Ballot. In all cases, you should allow sufficient time to assure timely delivery.

7. If you deliver multiple Class 3 Ballots to the Claims and Noticing Agent, **ONLY** the last properly executed Class 3 Ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior Class 3 Ballot(s).

8. You must vote all of your Claims in Class 3 either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Class 3 Claims, the Debtors may direct the Claims and Noticing Agent to aggregate those Claims for the purpose of counting votes.

9. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim, or an assertion or admission of a Claim, in the Chapter 11 Cases.

10. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan other than as set forth in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.

11. **SIGN AND DATE** your Ballot.[4] In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be valid; however, for the avoidance of doubt, the scanned signature or e-signature included on an E-Ballot will be deemed immediately legally valid and effective.

[4] If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, the Debtors' counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

12. If your Class 3 Claim is held in multiple accounts, you may receive more than one Class 3 Ballot coded for each such account for which your Class 3 Claims are held. Each Class 3 Ballot votes only your Class 3 Claim(s) indicated on that Class 3 Ballot. Accordingly, complete and return each Ballot you receive.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING AND TABULATION PROCEDURES, PLEASE SUBMIT AN INQUIRY WITH THE CLAIMS AND NOTICING AGENT AT HTTPS://WWW.VERITAGLOBAL.NET/ZHI/INQUIRY, OR BY CALLING (866) 479-8211 (US OR CANADA) OR +1 (781) 575-2037 (INTERNATIONAL).

(Remainder of Page Left Intentionally Blank)

Exhibit A

Subject to the terms and conditions of the Plan, you will receive the following treatment on account of your Class 3 Claim if the Plan is consummated and your Claim is Allowed:

Class 3	Prepetition Credit Facility Claims	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.

Exhibit 3

Form of Ballot for General Unsecured Claims

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. 24-90377 (MI)
Debtors.	)	(Jointly Administered)

BALLOT FOR VOTING ON THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ZACHRY HOLDINGS, INC. AND ITS DEBTOR AFFILIATES AND OPPORTUNITY FOR HOLDERS OF CLAIMS TO OPT OUT OF THE THIRD-PARTY RELEASE

CLASS 6 – GENERAL UNSECURED CLAIMS

THIS BALLOT SUPERSEDES ANY PREVIOUS VOTES CAST ON THE PLAN. ALL PREVIOUS VOTES SHALL NOT BE COUNTED TOWARD ACCEPTANCE OR REJECTION OF THE PLAN.

PLEASE COMPLETE AND RETURN THIS BALLOT, PURSUANT TO THE INSTRUCTIONS CONTAINED HEREIN, IF YOU WOULD LIKE TO SUBMIT A BALLOT ACCEPTING OR REJECTING THIS PLAN.

PLEASE CAREFULLY READ – YOUR RESPONSE IS REQUIRED BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON FEBRUARY 20, 2025

- PLEASE FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT RELATING TO THE *FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ZACHRY HOLDINGS, INC. AND ITS DEBTOR AFFILIATES* (AS MAY BE MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE "**PLAN**")[2] FOR ZACHRY HOLDINGS, INC., ET AL. (THE "**DEBTORS**") **BEFORE** COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN (INCLUDING THE RELEASES CONTAINED IN **ARTICLE VIII** OF THE PLAN). THE PLAN IS SUBJECT TO BANKRUPTCY COURT APPROVAL.
- THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS **ACTUALLY RECEIVED** BY VERITA GLOBAL, LLC (THE "**CLAIMS AND NOTICING AGENT**") PRIOR TO **4:00 P.M. (PREVAILING CENTRAL TIME) ON FEBRUARY 20, 2025** (THE "**VOTING DEADLINE**").
- **PLEASE BE ADVISED THAT ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THESE PROVISIONS ARE INCLUDED IN THE BALLOT. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MAY BE AFFECTED THEREUNDER EVEN IF YOU ABSTAIN FROM VOTING. IF YOU (A) ABSTAIN FROM VOTING OR (B) VOTE TO ACCEPT OR VOTE TO REJECT**

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan.

THE PLAN AND, IN EACH CASE, DO NOT CHECK THE "OPT OUT" BOX BELOW, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE VIII.D OF THE PLAN, UNLESS YOU PROPERLY SUBMITTED AN OPT-OUT FORM DURING THE SOLICITATION OF THE DEBTORS' INITIAL PLAN OF REORGANIZATION, IN WHICH CASE SUCH OPT-OUT FORM REMAINS VALID AND EFFECTIVE.

- **PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.**

- CONFIRMATION OF THE PLAN IS EXPRESSLY CONDITIONED UPON BANKRUPTCY COURT APPROVAL OF THE RELEASES BY RELEASING PARTIES (AS DESCRIBED BELOW AND LOCATED IN **ARTICLE VIII** OF THE PLAN), WHICH, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY RELEASING PARTIES, IF APPROVED, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 3 OF THIS BALLOT.

- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.

- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE SUBMIT AN INQUIRY WITH THE CLAIMS AND NOTICING AGENT AT HTTPS://WWW.VERITAGLOBAL.NET/ZHI/INQUIRY, OR CALL (866) 479-8211 (US OR CANADA) OR +1 (781) 575-2037 (INTERNATIONAL) AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM.

The Debtors are soliciting votes with respect to the Plan, as set forth in the Disclosure Statement. The Debtors filed for protection under title 11 of the United States Code (the "**Bankruptcy Code**") on May 21, 2024 (the "**Petition Date**") with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**") and now seek to confirm the Plan. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. Pursuant to the Bankruptcy Code, a voting class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims vote to accept the Plan. The Bankruptcy Court may confirm the Plan if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. The Plan then would be binding on all Holders of General Unsecured Claims in Class 6, among others. Subject to the terms and conditions of the Plan, you will receive the treatment identified in **Exhibit A**. **For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan**. **You may wish to seek legal advice concerning the Plan.**

You have received this Ballot because you are a Holder of a Claim in Class 6 as of **January 22, 2025** (the "**Voting Record Date**") and as set forth in Item 1 of the Ballot. Accordingly, you have the right to execute this Ballot and to vote to accept or reject the Plan on account of such Claim or Claims.

The Disclosure Statement, the Plan, and certain other materials (the "**Solicitation Package**") have been served on you along with this Ballot. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain elections and certifications with respect thereto. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Claims and Noticing Agent immediately.

To have your vote to either accept or reject the Plan count, you must properly complete and return this Ballot so that the Claims and Noticing Agent **actually receives** it on or before the Voting Deadline. This ballot supersedes any previous votes cast on the Plan. All previous votes shall not be counted toward acceptance or rejection of the Plan.

YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE SUCH A CLAIM.

VOTING — COMPLETE THIS SECTION

Item 1. Principal Amount of Claims

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of Claims in Class 6 as set forth below (your "**Claims**"). You must check the applicable box in the right-hand columns below to "accept" or "reject" the Plan.

Please note that you are voting all of your Claims in Class 6 either to accept or reject the Plan. You may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box below, your vote will not be counted. If you indicate that you both accept and reject the Plan by checking both boxes below, your vote will not be counted.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast below will be applied in the same manner and in the same amount against each applicable Debtor.

Any listing of Claims for purposes of voting on the Plan is not an admission of liability on part of the Debtors or for any other party for the purposes of ultimate allowance or distribution.

If you disagree with the Claim amount listed below for purposes of voting on the Plan, the deadline for you to file a Rule 3018 Motion for temporary allowance of your Claim in a different amount for voting purposes is **February 13, 2025 at 4:00 p.m. (prevailing Central Time)**.

The Holder of the Class 6 Claims listed below votes to (*please check one and only one box for all Claims*):

Holder: [List Name]				
Voting Class	**Description**	**Amount**	**Vote to Accept the Plan**	**Vote to Reject the Plan**
Class 6 (General Unsecured Claims)				
Class 6	**General Unsecured Claims**	**$**_____	☐	☐

Item 2. OPTIONAL: Convenience Class Election

Holders of Class 6 General Unsecured Claims may **irrevocably** elect to have their Claim treated as a Class 5 Convenience Claim and have such Allowed General Unsecured Claim reduced to the Convenience Claim Amount ($25,000); *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.

Holders of General Unsecured Claims that would like to make the optional Convenience Claim election and elect to have their Class 6 General Unsecured Claim treated as a Convenience Claim, reducing such Claim to $25,000, should check the box below.

Holders of Convenience Claims are entitled to a Cash payment in full of their Allowed Convenience Claim, on the Effective Date or as soon as practicable thereafter. Holders of Class 6 General Unsecured Claims who make the Convenience Claim election will receive $25,000 in full and final satisfaction of their Claim.

IF YOU MAKE THE CONVENIENCE CLAIM ELECTION, YOUR GENERAL UNSECURED CLAIM WILL BE CONSIDERED A CLASS 5 CONVENIENCE CLAIM AND YOUR CLAIM SHALL NOT BE ENTITLED TO ANY OTHER DISTRIBUTION OTHER THAN THE CONVENIENCE CLAIM AMOUNT. YOU MAY NOT REVOKE YOUR CONVENIENCE CLAIM ELECTION.

☐ **Elect to reduce General Unsecured Claim to the Convenience Claim Amount**

Item 3. Important Information Regarding the Plan's Debtor Release, Third-Party Release, Exculpation, and Injunction Provisions

The Plan includes the following release, exculpation, and injunction provisions:[3]

Article VIII.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 the 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 the 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 the 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 GUC Trust, 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 the 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 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

[3] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. You should read the Plan before completing this Ballot.

(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 revest in the Reorganized Debtors pursuant to the 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 the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to Confirmation of the 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 the 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.

Article VIII.D: <u>Releases by Third Parties</u>.

Except as otherwise expressly set forth in the Plan or the Confirmation Order, and except for the rights that remain in effect from and after the Effective Date to enforce the 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 the 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 GUC Trust, 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 the 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 in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the 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.

Article VIII.E: <u>Exculpation</u>.

Except as otherwise specifically provided in the 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 GUC Trust, 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 the Plan, or the distribution of property under the 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 the Plan and the Confirmation Order.

The Exculpated Parties set forth above have, and upon Confirmation of the 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 the 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 the Plan or such distributions made pursuant to the Plan.

Article VIII.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 the Plan in relation to any Claim or Interest that is extinguished, discharged, satisfied, or released pursuant to the Plan.

Except as otherwise expressly provided in the Plan or the Confirmation Order, or for obligations issued or required to be paid pursuant to the 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 the 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 the Plan, including on account of General Unsecured Claims that are satisfied in full under the 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 enforce, collect, or recover 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 the 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 the 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 GUC Trust, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, the solicitation of votes with respect to the 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 the Plan, or the distribution of property under the 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 the 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 the 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 the Plan and the Confirmation Order from bringing an action to enforce the terms of the 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 the Plan and the Confirmation Order.

IMPORTANT INFORMATION REGARDING THE THIRD-PARTY RELEASE

Certain defined terms with respect to the Third-Party Release are set forth below:

UNDER THE PLAN, "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.

UNDER THE PLAN, "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 THE PLAN, CURRENT

EMPLOYEES OF THE DEBTORS AS OF THE VOTING RECORD DATE SHALL NOT BE RELEASING PARTIES UNDER THE PLAN.

PLEASE TAKE NOTICE THAT, IF YOU FAIL TO CHECK THE "OPT OUT" BOX BELOW, YOU WILL BE DEEMED A "RELEASING PARTY," UNLESS YOU PROPERLY SUBMITTED AN OPT-OUT FORM DURING THE SOLICITATION OF THE DEBTORS' INITIAL PLAN OF REORGANIZATION, IN WHICH CASE SUCH OPT-OUT FORM REMAINS VALID AND EFFECTIVE. AS A "RELEASING PARTY" UNDER THE PLAN, YOU WILL BE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE.

YOU MAY ELECT NOT TO GRANT THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU (A) CHECK THE BOX BELOW, (B) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION, OR (C) PROPERLY SUBMITTED AN OPT-OUT FORM DURING THE SOLICITATION OF THE DEBTORS' INITIAL PLAN OF REORGANIZATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

PLEASE TAKE NOTICE THAT PARTIES RECEIVING THIS BALLOT MAY CHECK THE BOX BELOW TO OPT OUT OF THE THIRD-PARTY RELEASE.

☐ **Opt Out of the Third-Party Release**

PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Item 3. Certification, Ballot Completion, and Delivery Instructions

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

a. that, as of the Voting Record Date, either: (i) the undersigned is the Holder of the Claims as set forth in Item 1; or (ii) the undersigned is an authorized signatory for an Entity that is the Holder of the Claims as set forth in Item 1;

b. that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

c. that the undersigned has cast the same vote with respect to all Claims in Class 6;

d. that no other Class 6 Ballots have been cast by the undersigned or, if any other Class 6 Ballots have been cast with respect to such Claims, then any such earlier Class 6 Ballots voting those Claims are hereby revoked;

e. that the undersigned acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the undersigned's Class 6 Claims;

f. that the undersigned understands and, if accepting the Plan, agrees with the treatment provided for its Class 6 Claims under the Plan;

g. that the undersigned acknowledges and understands that (i) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed to be accepted by the Holders of such Claims in such Class; and (ii) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and

h. that the undersigned acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary.

BALLOT COMPLETION INFORMATION — COMPLETE THIS SECTION

Name of Holder: _____

Signature: _____

Signatory Name
(if other than the Holder): _____

Title: _____

Address: _____

Email Address: _____

Date Completed: _____

RETURN INSTRUCTIONS

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY.

THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT PRIOR TO THE VOTING DEADLINE. YOU MAY SUBMIT YOUR BALLOT VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

ZACHRY BALLOT PROCESSING CENTER
C/O VERITA
222 N. PACIFIC COAST HWY., STE. 300
EL SEGUNDO, CA 90245

VIA THE CLAIMS AND NOTICING AGENT'S ONLINE BALLOTING PORTAL:

HTTPS://WWW.VERITAGLOBAL.NET/ZHI

CLICK ON "SUBMIT E-BALLOT" LINK ON THE WEBSITE AND FOLLOW THE INSTRUCTIONS TO SUBMIT YOUR BALLOT.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

ID Number _____
Passcode _____

The Claims and Noticing Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted via facsimile, email, or other means of electronic transmission will not be counted.

Each ID Number is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each ID Number you receive. Creditors who cast a Ballot using the Claims and Noticing Agent's online portal should NOT also submit a paper ballot.

If the Claims and Noticing Agent does not actually receive this Ballot on or before February 20, 2025, at 4:00 p.m., prevailing Central Time, your vote transmitted via this Ballot may be counted toward confirmation of the Plan only in the Debtors' discretion or by order of the Court. This ballot supersedes any previous votes cast on the Plan. All previous votes shall not be counted toward acceptance or rejection of the Plan.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT (866) 479-8211 (US OR CANADA) OR +1 (781) 575-2037 (INTERNATIONAL) OR SUBMIT AN INQUIRY AT HTTPS://WWW.VERITAGLOBAL.NET/ZHI/INQUIRY.

INSTRUCTIONS FOR COMPLETING THIS BALLOT:

1. To ensure that your vote is counted, this Ballot must be properly completed, executed, and delivered (a) via first class mail, overnight courier, or hand delivery to Zachry Ballot Processing Center c/o Verita, 222 N. Pacific Coast Hwy., Ste. 300 El Segundo, CA 90245 or (b) via the Claims and Noticing Agent's online balloting portal on www.veritaglobal.net/zhi, so that this Ballot is **actually received by the Claims and Noticing Agent on or before the Voting Deadline, 4:00 p.m. (prevailing Central Time) on February 20, 2025**. This ballot supersedes any previous votes cast on the Plan. All previous votes shall not be counted toward acceptance or rejection of the Plan.

2. If you wish to abstain from voting on the Plan, but wish to opt-out of the Third-Party Release in Item 3 of the Ballot, you must properly complete, execute, and deliver this Ballot by the Voting Deadline as instructed above. Notwithstanding the foregoing, if you previously submitted an Opt-Out Form electing to opt-out of the Third-Party Release, your opt-out election remains valid and effective.

3. If you disagree with the Claim amount listed on this Ballot for purposes of voting on the Plan, the deadline for you to file a Rule 3018 Motion for temporary allowance of your Claim in a different amount for voting purposes is **February 13, 2025 at 4:00 p.m. (prevailing Central Time)**.

4. Any Ballot received by the Claims and Noticing Agent after the Voting Deadline will not be counted unless otherwise ordered by the Court or determined by the Debtors. No Ballot may be withdrawn or modified after the Voting Deadline without the Debtors' prior consent.

5. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan or is improperly signed will **NOT** be counted unless otherwise ordered by the Court or determined by the Debtors.

6. Delivery of a Ballot reflecting your vote to the Claims and Noticing Agent will be deemed to have occurred only when the Claims and Noticing Agent actually receives your paper Ballot or E-Ballot. In all cases, you should allow sufficient time to assure timely delivery.

7. If you deliver multiple Class 6 Ballots to the Claims and Noticing Agent, **ONLY** the last properly executed Class 6 Ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior Class 6 Ballot(s).

8. You must vote all of your Claims in Class 6 either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Class 6 Claims, the Debtors may direct the Claims and Noticing Agent to aggregate those Claims for the purpose of counting votes.

9. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim, or an assertion or admission of a Claim, in the Chapter 11 Cases.

10. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan other than as set forth in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.

11. **SIGN AND DATE** your Ballot.[4] In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be valid; however, for the avoidance of doubt, the scanned signature or e-signature included on an E-Ballot will be deemed immediately legally valid and effective.

[4] If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, the Debtors' counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING AND TABULATION PROCEDURES, PLEASE SUBMIT AN INQUIRY WITH THE CLAIMS AND NOTICING AGENT AT HTTPS://WWW.VERITAGLOBAL.NET/ZHI/INQUIRY, OR BY CALLING (866) 479-8211 (US OR CANADA) OR +1 (781) 575-2037 (INTERNATIONAL).

(Remainder of Page Left Intentionally Blank)

Exhibit A

Subject to the terms and conditions of the Plan, you will receive the following treatment on account of your Class 6 Claim if the Plan is consummated, your Claim is Allowed, and you do not make the Convenience Claim election in Item 2 of your Ballot:

Class 6	General Unsecured Claims	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, its Pro Rata share of the GUC Trust Interests, the value of which shall equal the Allowed amount of such Claim *plus* such Holder's Pro Rata share of any accrued dividends on the GUC Trust Preferred Equity; *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 and this Plan.

Exhibit 4

Non-Voting Status Notice

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. 24-90377 (MI)
Debtors.	)	(Jointly Administered)

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

PLEASE TAKE NOTICE THAT on [●], 2025 the United States Bankruptcy Court for the Southern District of Texas (the "**Court**") entered an order [Docket No. [●]] (the "**Disclosure Statement Order**") that, among other things: (a) conditionally approved the *Disclosure Statement for the First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (the "**Disclosure Statement**") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Code (the "**Bankruptcy Code**"); and (b) authorized the above-captioned debtors and debtors in possession (the "**Debtors**") to solicit acceptances for the *First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the "**Plan**").[2]

PLEASE TAKE FURTHER NOTICE THAT you are a Holder or potential Holder of a Claim against or Interest in the Debtors that, due to the nature and treatment of such Claim or Interest under the Plan, **is <u>not</u> entitled to vote on the Plan**. Specifically, under the terms of the Plan: (i) a Holder of a Claim or an Interest in Classes 1, 2, 4, 5, or 9 is Unimpaired under the Plan and, therefore, is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and (ii) a Holder of a Claim or an Interest in Classes 7 or 8 is either: (a) Unimpaired under the Plan and, therefore, is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or (b) Impaired under the Plan and, therefore, is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Claims or Interests in Classes 1, 2, 4, 5, 7, 8, and 9 are **<u>not</u>** entitled to vote on the Plan.

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control.

PLEASE TAKE FURTHER NOTICE THAT the Court will consider final approval of the Disclosure Statement and confirmation of the Plan at a hearing (the "**Combined Hearing**") to commence on [●], 2025 at [●] (prevailing Central Time), before the Honorable Marvin Isgur in the United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk Street, Houston, TX 77002. The Combined Hearing may be continued from time to time without further notice other than by an announcement in open court or notice filed on the Court's docket and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT any objections (each, an "**Objection**") to the Plan or Disclosure Statement must (1) be in writing, (2) comply with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the Southern District of Texas, (3) state the name and address of the objecting party and the amount and nature of the objecting party's Claim or Interest, (4) state with particularity the legal and factual basis for such Objection, and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such an Objection, and (5) **be filed with the Court no later than February 20, 2025, at 4:00 p.m., prevailing Central Time** (the "**Objection Deadline**").

PLEASE TAKE FURTHER NOTICE THAT if you have questions regarding this notice or would like to **obtain a copy of the Disclosure Statement, the Plan, or related documents at no additional cost**, you should contact the Claims and Noticing Agent in the Chapter 11 Cases by: (a) visiting the Debtors' restructuring website at www.veritaglobal.net/zhi; (b) writing to the Claims and Noticing Agent at Zachry Ballot Processing Center c/o Verita, 222 N. Pacific Coast Hwy., Ste. 300 El Segundo, CA 90245; (c) contacting the Claims and Noticing Agent at www.veritaglobal.net/zhi/inquiry; and/or (d) calling the Debtors' restructuring hotline at (866) 479-8211 (US or Canada) or +1 (781) 575-2037 (International) and requesting to have a member of the Solicitation Team contact you.

All pleadings Filed in the Chapter 11 Cases are available on the website maintained by the Claims and Noticing Agent at www.veritaglobal.net/zhi.

PLEASE TAKE FURTHER NOTICE THAT ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS.

ALTHOUGH YOU ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, THE OPT-OUT FORM ATTACHED HERETO PROVIDES YOU WITH THE OPTION TO NOT GRANT THE VOLUNTARY THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN (THE "THIRD-PARTY RELEASE").

PLEASE BE ADVISED THAT YOUR FAILURE TO RETURN THE FULLY COMPLETED OPT-OUT FORM, DESIGNATING YOUR DECISION TO OPT OUT OF GRANTING THE RELEASES DESCRIBED IN ARTICLE VIII, WILL RESULT IN YOUR DESIGNATION AS A "RELEASING PARTY" UNDER THE PLAN, UNLESS YOU PROPERLY SUBMITTED AN OPT-OUT FORM DURING THE SOLICITATION OF THE DEBTORS' INITIAL PLAN OF REORGANIZATION, IN WHICH CASE SUCH OPT-OUT FORM REMAINS VALID AND EFFECTIVE.

Article VIII.D:

Except as otherwise expressly set forth in the Plan or the Confirmation Order, and except for the rights that remain in effect from and after the Effective Date to enforce the 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 the 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 GUC Trust, 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 the 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 in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the 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.

Certain defined terms with respect to the Third-Party Release are set forth below:

"**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.

"**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.

"**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.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which shall be in form and substance acceptable to the Debtors.

"**Debtor Release**" means the release set forth in **Article VIII.C** of the Plan.

"**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.

"**Plan**" means the 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** of the Plan, including the Plan Supplement (as altered, amended, supplemented, or otherwise modified from time to time), which is incorporated by reference the Plan and made part of the Plan as if set forth in the Plan.

"**Plan Supplement**" means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms in the Plan 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 the 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 Trust Preferred Equity Term Sheet; (g) the

GUC Trust Agreement; and (h) the Restructuring Steps Memorandum (which shall, for the avoidance of doubt, remain subject to modification until the Effective Date and may provide for certain actions to occur prior to the Effective Date).

"**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.

"**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.

"**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 the Plan, current employees of the Debtors as of the Voting Record Date shall not be Releasing Parties under the Plan.

"**Restructuring Transactions**" means the transactions described in **Article IV.C** of the Plan.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES AND TO PROVIDE YOU WITH THE ATTACHED OPT OUT FORM WITH RESPECT TO THE THIRD-PARTY RELEASE PROVIDED IN THE PLAN. IF YOU HAVE ANY QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE CLAIMS AND NOTICING AGENT.

Dated: [●], 2025
Houston, Texas

/s/

Charles R. Koster (Texas Bar No. 24128278)
WHITE & CASE LLP
609 Main Street, Suite 2900
Houston, Texas 77002
Telephone: (713) 496-9700
Facsimile: (713) 496-9701
Email: charles.koster@whitecase.com

-and-

Bojan Guzina (admitted *pro hac vice*)
Andrew F. O'Neill (admitted *pro hac vice*)
William A. Guerrieri (admitted *pro hac vice*)
Fan He (admitted *pro hac vice*)
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aoneill@whitecase.com
william.guerrieri@whitecase.com
fhe@whitecase.com
adam.swingle@whitecase.com
barrett.lingle@whitecase.com

Counsel to the Debtors and
Debtors in Possession

Exhibit 5

Opt-Out Form

THIRD-PARTY RELEASE OPT-OUT FORM

You are receiving this opt-out form (the "**Opt-Out Form**") because you are or may be a Holder of a Claim or Interest that is not entitled to vote on the *First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* (as amended, supplemented, or otherwise modified from time to time, the "**Plan**"). Except as otherwise set forth in the Plan, Holders of Claims and Interests are deemed to grant the Third-Party Release set forth in **Article VIII.D** (the "**Third-Party Release**"), unless a Holder affirmatively opts out or timely objects to the Third-Party Release as described below.

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM CAREFULLY **BEFORE** COMPLETING THIS OPT-OUT FORM.

THIS OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY VERITA GLOBAL, LLC (THE "CLAIMS AND NOTICING AGENT") ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON FEBRUARY 20, 2025 (THE "OPT-OUT DEADLINE"). YOU WILL BE HELD TO FOREVER RELEASE THE RELEASE PARTIES IN ACCORDANCE WITH THE PLAN UNLESS YOU CHECK THE BOX ON THIS OPT-OUT FORM AND FOLLOW ALL INSTRUCTIONS, OR UNLESS YOU PROPERLY SUBMITTED AN OPT-OUT FORM DURING THE SOLICITATION OF THE DEBTORS' INITIAL PLAN OF REORGANIZATION, IN WHICH CASE SUCH OPT-OUT FORM REMAINS VALID AND EFFECTIVE.

If you believe you have received this Opt-Out Form in error, please contact the Claims and Noticing Agent immediately by calling (866) 479-8211 (US or Canada) or +1 (781) 575-2037 (International) and requesting to have a member of the Solicitation Team contact you, or submitting an inquiry at https://www.veritaglobal.net/zhi/inquiry.

Before completing this Opt-Out Form, please read and follow the enclosed "Instructions for Completing this Opt-Out Form" carefully to ensure that you complete, execute, and return this Opt-Out Form properly.

Item 1. Optional Third-Party Release.

AS A HOLDER OF A CLAIM OR INTEREST, YOU WILL BE A "RELEASING PARTY" UNDER THE PLAN AND DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH BELOW. YOU MAY, HOWEVER, CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN ONLY IF YOU (A) CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE OPT-OUT DEADLINE; (B) TIMELY OBJECT TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION OF THE PLAN; OR (C) PROPERLY SUBMITTED AN OPT-OUT FORM DURING THE SOLICITATION OF THE DEBTORS' INITIAL PLAN OF REORGANIZATION, IN WHICH CASE SUCH OPT-OUT FORM REMAINS VALID AND EFFECTIVE. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

☐ **By checking this box, you elect to opt out of the Third-Party Release set forth below.**

Article VIII.D of the Plan contains the following Third-Party Release.

Except as otherwise expressly set forth in the Plan or the Confirmation Order, and except for the rights that remain in effect from and after the Effective Date to enforce the 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 the 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 GUC Trust, 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 the 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 in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the 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.

Certain defined terms with respect to the Third-Party Release are set forth below:

"**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.

"**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.

"**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.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which shall be in form and substance acceptable to the Debtors.

"**Debtor Release**" means the release set forth in **Article VIII.C** of the Plan.

"**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.

"**Plan**" means the 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** the Plan, 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.

"**Plan Supplement**" means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms in the Plan 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 the 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 Trust Preferred Equity Term Sheet; (g) the

GUC Trust Agreement; and (h) the Restructuring Steps Memorandum (which shall, for the avoidance of doubt, remain subject to modification until the Effective Date and may provide for certain actions to occur prior to the Effective Date).

"**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.

"**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.

"**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 the Plan, current employees of the Debtors as of the Voting Record Date shall not be Releasing Parties under the Plan.

"**Restructuring Transactions**" means the transactions described in **Article IV.C** of the Plan.

Item 2. Certifications.

By signing this Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

a. that, as of January 22, 2025, either: (i) the undersigned is the Holder of a Claim or an Interest; or, (ii) the undersigned is an authorized signatory for an Entity or Person that is the Holder of a Claim or an Interest;

b. that the Holder has received a copy of 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* and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;

c. that the undersigned has made the same election with respect to all Claims or Interests held by the undersigned; and

d. that no other Opt-Out Form has been cast with respect to the Holder's Claims or Interests, or, if any other Opt-Out Forms have been cast with respect to such Claims or Interests, such Opt-Out Forms are hereby revoked.

YOUR RECEIPT OF THIS OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR CLAIM OR INTEREST HAS BEEN OR WILL BE ALLOWED.

Name of Holder:	_____
Signature:	_____
Signatory Name (if other than the Holder):	_____
Title:	_____
Address:	_____
Email Address:	_____
Date Completed:	_____

If your address or contact information has changed, please note the new information here.

IF YOU WISH TO OPT OUT, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

ZACHRY BALLOT PROCESSING CENTER
C/O VERITA
222 N. PACIFIC COAST HWY., STE. 300
EL SEGUNDO, CA 90245

OR VIA THE ONLINE FORM AT: HTTPS://WWW.VERITAGLOBAL.NET/ZHI

If you have any questions, please call the Claims and Noticing Agent at (866) 479-8211 (US and Canada), +1 (781) 575-2037 (International) and request to have a member of the Solicitation Team contact you, or submit an inquiry at www.veritaglobal.net/zhi/inquiry.

IF THE CLAIMS AND NOTICING AGENT DOES NOT **ACTUALLY RECEIVE THIS OPT-OUT FORM ON OR BEFORE 4:00 P.M., PREVAILING CENTRAL TIME, ON FEBRUARY 20, 2025**, THEN THE ELECTIONS TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

OPT-OUT FORMS SENT BY FACSIMILE OR EMAIL WILL **NOT** BE ACCEPTED.

INSTRUCTIONS FOR COMPLETING THIS FORM

1. Capitalized terms used in the Opt-Out Form or in these instructions (the "**Instructions**") but not otherwise defined therein or herein shall have the meaning set forth in the Plan.

2. You will be held to forever release the Release Parties in accordance with the Plan unless you properly submit the Opt-Out Form, or unless you properly submitted an Opt-Out Form during the solicitation of the Debtors' initial plan of reorganization, in which case such Opt-Out Form remains valid and effective.

3. To complete this Opt-Out Form, take the following steps: (a) clearly indicate your decision to "opt out" of the Third-Party Release set forth in the Plan in Item 1 above; (b) make sure that the information required by Item 2 above has been correctly inserted; and (c) sign, date and return an original of your Opt-Out Form in accordance with paragraph 3 directly below.

4. **Return of Opt-Out Form:** Your Opt-Out Form MUST be returned to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Opt-Out Deadline, which is **4:00 p.m. (prevailing Central Time), on February 20, 2025**.

5. If an Opt-Out Form is received by the Claims and Noticing Agent after the Opt-Out Deadline, it will not be effective. Additionally, the following Opt-Out Forms will **NOT** be counted:

   a. Any Opt-Out Form that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest;

   b. Any Opt-Out Form cast by or on behalf of an Entity that is not entitled to opt out of the Third-Party Release;

   c. Any Opt-Out Form sent to any party other than the Claims and Noticing Agent;

   d. Any Opt-Out Form transmitted by facsimile or email;

   e. Any unsigned Opt-Out Form; or

   f. Any Opt-Out Form not completed in accordance with the procedures approved in the Disclosure Statement Order and described herein.

6. The method of delivery of Opt-Out Forms to the Claims and Noticing Agent is at the election and risk of each Holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made to the Claims and Noticing Agent only when the Claims and Noticing Agent **actually receives** the executed Opt-Out Form. Holders should allow sufficient time to assure timely delivery.

7. If multiple Opt-Out Forms are received from the same Holder with respect to the same Claim or Interest prior to the Opt-Out Deadline, the last Opt-Out Form timely received will supersede and revoke any earlier received Opt-Out Forms.

8. The Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of the Third-Party Release. Accordingly, at this time, Holders of Claims or Interests should not surrender certificates or instruments representing or evidencing their Claims or Interests, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates or instruments surrendered together with an Opt-Out Form.

9. The Opt-Out Form does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim, (b) proof of interest, or (c) an assertion or admission of a Claim or Interest.

10. **Please be sure to sign and date your Opt-Out Form**. If you are signing an Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when

signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Opt-Out Form.

PLEASE RETURN YOUR OPT-OUT FORM PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT-OUT FORM OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT: (866) 479-8211 (US OR CANADA), +1 (781) 575-2037 (INTERNATIONAL) AND REQUEST TO HAVE A MEMBER OF THE SOLICITATION TEAM CONTACT YOU OR SUBMIT AN INQUIRY AT HTTPS://WWW.VERITAGLOBAL.NET/ZHI/INQUIRY

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM OPT-OUT FORM FROM YOU BEFORE THE OPT-OUT DEADLINE—WHICH IS 4:00 P.M., PREVAILING CENTRAL TIME ON FEBRUARY 20, 2025—THEN THE OPT-OUT ELECTIONS TRANSMITTED THEREBY WILL NOT BE EFFECTIVE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

Exhibit 6

Combined Hearing Notice

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. 24-90377 (MI)
Debtors.	)	(Jointly Administered)

NOTICE OF (I) COMBINED HEARING TO CONSIDER (A) FINAL APPROVAL OF THE DISCLOSURE STATEMENT, (B) CONFIRMATION OF THE FIRST AMENDED JOINT CHAPTER 11 PLAN, AND (C) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES, AND (II) RELATED VOTING AND OBJECTION DEADLINES

NOTICE IS HEREBY GIVEN as follows:

On January 20, 2025, the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") filed with the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") their *First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "**Plan**") and the *Disclosure Statement for the First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "**Disclosure Statement**") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "**Bankruptcy Code**"). Copies of the Plan and the Disclosure Statement may be obtained for free at the restructuring website maintained by Verita Global, LLC (the "**Claims and Noticing Agent**"), available at https://www.veritaglobal.net/zhi. These documents may also be obtained by: (a) calling the Debtors' restructuring hotline at (866) 479-8211 (US and Canada) or +1 (781) 575-2037 (International), (b) submitting the inquiry form at https://www.veritaglobal.net/zhi/inquiry, and/or (c) writing to the Claims and Noticing Agent at Zachry Ballot Processing c/o Verita, 222 N. Pacific Coast Hwy., Ste. 300, El Segundo, CA 90245.[2]

Confirmation Information

A hearing on final approval of the Disclosure Statement and confirmation of the Plan (the "**Combined Hearing**") will be held before the Honorable Judge Marvin Isgur, Courtroom 404, of the United States Bankruptcy Court for the Southern District of Texas, Houston Division, 515 Rusk Street, Houston, Texas 77002, on [●], 2025 at [●], prevailing Central Time. At the Combined Hearing, the Court will consider final approval of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Court. Please be advised that the Court or the Debtors may continue the Combined Hearing from time to time without further notice other than a reset being requested in open Court or a notice of reset being filed with the Court and served on parties entitled to notice.

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control.

Information Regarding the Plan

Voting Record Date. The Voting Record Date was **January 22, 2025**, which was the date used for determining which Holders of Claims in Classes 3 and 6 were entitled to vote on the Plan.

Objections to the Plan and Disclosure Statement. The deadline for filing objections to the Plan or Disclosure Statement must (1) be in writing, (2) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the Southern District of Texas, (3) state the name and address of the objecting party and the amount and nature of the objecting party's Claim or Interest, (4) state the legal and factual basis for such Objections, and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such an Objection, and (5) **be filed with the Court with proof of service thereof and served no later than February 20, 2025, at 4:00 p.m., prevailing Central Time** (the "**Objection Deadline**").

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

AS DESCRIBED BELOW, YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS AND ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS (A) THAT ARE DEEMED TO ACCEPT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE NON-VOTING STATUS NOTICE INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (B) THAT ARE DEEMED TO REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE NON-VOTING STATUS NOTICE INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) WHO ARE IN A VOTING CLASS (I) BUT ABSTAIN FROM VOTING ON THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (II) WHO VOTE TO ACCEPT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; OR (III) WHO VOTE TO REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN ARE RELEASING PARTIES UNDER THE PLAN.

FAILURE TO (A) ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN IN ACCORDANCE WITH THE ABOVE OR (B) TIMELY OBJECT TO THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION WILL RESULT IN SUCH HOLDER BEING 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.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.

Summary of Plan Treatment

Except to the extent that the Debtors and a Holder of an Allowed Claim or Interest, as applicable, agree to less favorable treatment, such Holder shall receive under the Plan the treatment described below in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Interest.

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND, THEREFORE, ARE SUBJECT TO CHANGE. REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS. [3]

Class	Claim or Interest	Treatment of Claim or Interest	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
1	Other Secured Claims	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 the 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 and the Plan.	$2.87	100%
2	Other Priority Claims	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.	$1.35	100%
3	Prepetition Credit Facility Claims	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.	$281.25[4]	100%

[3] The recoveries set forth in the chart are, in some cases, based on the estimated going concern value of the Reorganized Debtors, and may change based upon changes in the amount of Claims that are Allowed as well as other factors related to the Debtors' business assets and general economic conditions.

[4] Prepetition Credit Facility Claims include Prepetition L/C Claims, which are contingent and excluded from the amount disclosed here. This amount also excludes all other fees, premiums, and accrued and unpaid interest due and owing to Holders of Prepetition Credit Facility Claims under the Prepetition Credit Facility as of the Petition Date.

Class	Claim or Interest	Treatment of Claim or Interest	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
4	Deferred Compensation Plan Claims	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.	$62.58	100%
5	Convenience Claims	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.	$4.1[5]	100%
6	General Unsecured Claims	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, its Pro Rata share of the GUC Trust Interests, the value of which shall equal the Allowed amount of such Claim *plus* such Holder's Pro Rata share of any accrued dividends on the GUC Trust Preferred Equity; *provided*, *however*, notwithstanding anything to the contrary in the 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 and the Plan.	$57.4[6]	100%
7	Intercompany Claims	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.	N/A	N/A

[5] Any election to treat an Allowed General Unsecured Claim in excess of $25,000 as a Convenience Claim will increase the total amount of Allowed Convenience Claims, with a corresponding decrease to the total amount of Allowed General Unsecured Claims. Potential Convenience Claim elections are not included in this projection of the estimated amount of Allowed Convenience Claims.

[6] The projected amount of Allowed General Unsecured Claims excludes various trade claims that are otherwise treated as Administrative Expense Claims, Other Secured Claims, and Other Priority Claims, as described in further detail in **Article I** of the Disclosure Statement.

Class	Claim or Interest	Treatment of Claim or Interest	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
8	Intercompany Interests	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.	N/A	N/A
9	Zachry Interests	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.	N/A	N/A

Discharge, Injunctions, Exculpation, and Releases

Please be advised that the Plan contains certain release, exculpation, and injunction provisions as follows:

A. Relevant Definitions.

"**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.

"**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.

"**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.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which shall be in form and substance acceptable to the Debtors.

"**Debtor Release**" means the release set forth in **Article VIII.C** of the Plan.

"**Exculpated Parties**" means, collectively, and in each case in its capacity as such, the Debtors, the Committee, and each member of the Committee.

"**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.

"**Plan**" means the 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 to the Plan, as may be altered, amended, supplemented, or otherwise modified from time to time in accordance with **Article IX.A** of the Plan, including the Plan Supplement (as altered, amended, supplemented, or otherwise modified from time to time), which is incorporated by reference in the Plan and made part of the Plan as if set forth in the Plan.

"**Plan Supplement**" means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms in the Plan 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 the 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 Trust Preferred Equity Term Sheet; (g) the GUC Trust Agreement; and (h) the Restructuring Steps Memorandum (which shall, for the avoidance of doubt, remain subject to modification until the Effective Date and may provide for certain actions to occur prior to the Effective Date).

"**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.

"**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.

"**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 the Plan, current employees of the Debtors as of the Voting Record Date shall not be Releasing Parties under the Plan.

"**Restructuring Transactions**" means the transactions described in **Article IV.C** of the Plan.

B. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, the distributions, rights, and treatment that are provided in the 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 the 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 the 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 in the Plan 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 the Plan, including on account of General Unsecured Claims that are satisfied in full under the Plan, or otherwise enforce, collect, or recover on account of any such Claims other than as expressly permitted under the Plan. Further, and for the avoidance of doubt, the discharge provided in the Plan 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 the Plan, or otherwise enforce, collect, or recover on account of any such GPX Claims against Golden Pass or any property interest of Golden Pass.

C. Release of Liens.

Except as otherwise provided in the Plan, the Confirmation Order, the Plan Supplement, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the 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 of the Plan, 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.

D. 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 the 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 the 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 the 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 GUC Trust, 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 the 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 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 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 revest in the Reorganized Debtors pursuant to the 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 the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to Confirmation of the 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 the 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.

E. Releases by Third Parties.

Except as otherwise expressly set forth in the Plan or the Confirmation Order, and except for the rights that remain in effect from and after the Effective Date to enforce the 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 the 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 GUC Trust, 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 the 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 in the Plan, and, further, shall constitute the Bankruptcy Court's finding

that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the 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.

F. Exculpation.

Except as otherwise specifically provided in the 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 GUC Trust, 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 the Plan, or the distribution of property under the 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 the Plan and the Confirmation Order.

The Exculpated Parties set forth above have, and upon Confirmation of the 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 the 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 the Plan or such distributions made pursuant to the Plan.

G. 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 the Plan in relation to any Claim or Interest that is extinguished, discharged, satisfied, or released pursuant to the Plan.

Except as otherwise expressly provided in the Plan or the Confirmation Order, or for obligations issued or required to be paid pursuant to the 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 the 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 the Plan, including on account of General Unsecured Claims that are satisfied in full under the 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 enforce, collect, or recover 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 the 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 the 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 GUC Trust, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, the solicitation of votes with respect to the 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 the Plan, or the distribution of property under the 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 the 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 the 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 the Plan and the Confirmation Order from bringing an action to enforce the terms of the 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 the Plan and the Confirmation Order.

If you have any questions related to this notice, please call (866) 479-8211 (U.S./Canada) or +1 (781) 575-2037 (International) or visit https://www.veritaglobal.net/ZHI to submit an inquiry.

Dated: [●], 2025
Houston, Texas

/s/

Charles R. Koster (Texas Bar No. 24128278)
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-and-

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Counsel to the Debtors and
Debtors in Possession

Exhibit 7

Publication Notice

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. 24-90377 (MI)
Debtors.	)	(Jointly Administered)

NOTICE OF (I) COMBINED HEARING TO CONSIDER (A) FINAL APPROVAL OF THE DISCLOSURE STATEMENT, (B) CONFIRMATION OF THE FIRST AMENDED JOINT CHAPTER 11 PLAN, AND (C) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES, AND (II) RELATED VOTING AND OBJECTION DEADLINES

TO: ALL HOLDERS OF CLAIMS, HOLDERS OF INTERESTS, AND PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

PLEASE TAKE NOTICE THAT on January 20, 2025, the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") filed with the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") their *First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "**Plan**") and the *Disclosure Statement for the First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "**Disclosure Statement**") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "**Bankruptcy Code**"). Copies of the Plan and the Disclosure Statement may be obtained for free at the restructuring website maintained by Verita Global, LLC (the "**Claims and Noticing Agent**"), available at www.veritaglobal.net/zhi. These documents may also be obtained by: (a) calling the Debtors' restructuring hotline at (866) 479-8211 (US and Canada) or +1 (781) 575-2037 (International), (b) submitting the inquiry form at www.veritaglobal.net/zhi/inquiry, and/or (c) writing to the Claims and Noticing Agent at Zachry Ballot Processing c/o Verita, 222 N. Pacific Coast Hwy., Ste. 300, El Segundo, CA 90245.[2]

PLEASE TAKE FURTHER NOTICE THAT a hearing on final approval of the Disclosure Statement and confirmation of the Plan (the "**Combined Hearing**") will be held before the Honorable Judge Marvin Isgur, Courtroom 404, of the United States Bankruptcy Court for the Southern District of Texas, Houston Division, 515 Rusk Street, Houston, Texas 77002, on [●], 2025 at [●], prevailing Central Time. At the Combined Hearing, the Court will consider final approval of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Court. Please be advised that the Court or the Debtors may continue the Combined Hearing from time to time without further notice other than a reset being requested in open Court or a notice of reset being filed with the Court and served on parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT objections (each, an "**Objection**") to the Plan or Disclosure Statement must (1) be in writing, (2) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control.

Local Rules for the Southern District of Texas, (3) state the name and address of the objecting party and the amount and nature of the objecting party's Claim or Interest, (4) state the legal and factual basis for such Objections, and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such an Objection, and (5) **be filed with the Court with proof of service thereof no later than February 20, 2025, at 4:00 p.m., prevailing Central Time** (the "**Objection Deadline**").

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS AND ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS (A) THAT ARE DEEMED TO ACCEPT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE NON-VOTING STATUS NOTICE INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (B) THAT ARE DEEMED TO REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE NON-VOTING STATUS NOTICE INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) WHO ARE IN A VOTING CLASS (I) BUT ABSTAIN FROM VOTING ON THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (II) WHO VOTE TO ACCEPT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN ARE RELEASING PARTIES UNDER THE PLAN; OR (III) WHO VOTE TO REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN ARE RELEASING PARTIES UNDER THE PLAN.

FAILURE TO (A) ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN IN ACCORDANCE WITH THE ABOVE OR (B) TIMELY OBJECT TO THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION WILL RESULT IN SUCH HOLDER BEING 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.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSDIER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.

Exhibit 8

Assumption Notice

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. 24-90377 (MI)
Debtors.	)	(Jointly Administered)

NOTICE OF ASSUMPTION OF
EXECUTORY CONTRACT OR UNEXPIRED LEASE AND CURE AMOUNTS, IF ANY

PLEASE TAKE NOTICE THAT on [●], 2025 the United States Bankruptcy Court for the Southern District of Texas (the "**Court**") entered an order [Docket No. [●]] (the "**Disclosure Statement Order**") that, among other things: (a) conditionally approved the *Disclosure Statement for the First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (the "**Disclosure Statement**") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Code (the "**Bankruptcy Code**"); and (b) authorized the above-captioned debtors and debtors in possession (the "**Debtors**") to solicit acceptances for the *First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the "**Plan**").[2]

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the *List of Executory Contracts and/or Unexpired Leases to be Assumed* [Docket No. [●]] (the "**Assumption List**") and the *List of Executory Contracts and/or Unexpired Leases to be Rejected* [Docket No. [●]] (the "**Rejection List**") with the Court as part of the Plan Supplement on February 13, 2025, as contemplated under the Plan. The Assumption List and Rejection List may be further modified, amended, or supplemented from time to time in accordance with the Plan, including to add or remove any Executory Contract or Unexpired Lease from the Assumption List or Rejection List.

PLEASE TAKE FURTHER NOTICE THAT the Court will consider final approval of the Disclosure Statement and confirmation of the Plan at a hearing (the "**Combined Hearing**") to commence on [●], 2025 at [●] (prevailing Central Time), before the Honorable Marvin Isgur in the United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk Street, Houston, TX 77002. The Combined Hearing may be continued from time to time without

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan or Disclosure Statement, as applicable.

further notice other than by an announcement in open court or notice filed on the Court's docket and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this Notice because the Debtors' records reflect that you may be a party to an Executory Contract or Unexpired Lease that may be assumed pursuant to the Plan. Therefore, you are advised to review carefully the information contained in this Notice, the Assumption List, the Rejection List, and the related provisions of the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Debtors may assume the Executory Contract(s) and Unexpired Lease(s) listed on the Assumption List, attached hereto, to which you are a party and any other Executory Contract and/or Unexpired Lease to which you are a party that is not identified on the Rejection List or otherwise treated under the Plan.

PLEASE TAKE FURTHER NOTICE THAT section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtors have conducted a thorough review of their books and records and have determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s) and have listed such amounts on the Assumption List. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Debtors believe that there is no cure amount owing for such contract or lease, and the proposed Cure Claim for each Executory Contract and/or Lease is therefore $0.00.

PLEASE TAKE FURTHER NOTICE THAT any Allowed Cure Claims in respect of assumed Executory Contracts and/or Unexpired Leases shall be satisfied for the purposes of section 365(b)(1) of the Bankruptcy Code, by payment in Cash, on the Effective Date or as soon as reasonably practicable thereafter, of the cure amount set forth on the Assumption List, or on such other terms as the parties to such Executory Contracts or Unexpired Leases and the Debtors or Reorganized Debtors, as applicable, may otherwise agree. Any Cure Claim shall be deemed fully satisfied, released, and discharged upon the payment of the Cure Claim. The Debtors and the Reorganized Debtors may settle any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court. The Debtors may adjourn consideration of any cure dispute beyond the Combined Hearing.

PLEASE TAKE FURTHER NOTICE THAT any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be Filed with the Bankruptcy Court no later than **30 DAYS AFTER THE PLAN'S EFFECTIVE DATE**.

PLEASE TAKE FURTHER NOTICE THAT any request for payment of a Cure Claim that differs from the cure amounts listed in the Assumption List paid must be Filed with the Bankruptcy Court no later than **30 DAYS AFTER THE PLAN'S EFFECTIVE DATE**.

PLEASE TAKE FURTHER NOTICE THAT ANY COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT FAILS TO TIMELY OBJECT TO THE PROPOSED ASSUMPTION, ASSUMPTION AND ASSIGNMENT, OR RELATED CURE AMOUNT WILL BE DEEMED TO HAVE ASSENTED TO SUCH

ASSUMPTION, ASSUMPTION AND ASSIGNMENT, AND/OR CURE AMOUNT OF SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE, AS APPLICABLE, AND ANY UNTIMELY OBJECTION 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 COURT. SUCH COUNTERPARTIES TO SUCH EXECUTORY CONTRACTS OR UNEXPIRED LEASES SHALL BE DEEMED TO RELEASE AND WAIVE, SUBJECT TO SUCH COUNTERPARTIES' RECEIPT OF THE APPLICABLE CURE AMOUNT(S) PURSUANT TO THE PLAN, ANY AND ALL RIGHTS ARISING UNDER SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE RELATED TO ANY DEFAULT, CROSS-DEFAULT, TERMINATION, PUT RIGHT, OR OTHER SIMILAR PROVISION RELATED TO ANY EVENT, DEFAULT, OR POTENTIAL DEFAULT ON OR OCCURING PRIOR TO THE PLAN EFFECTIVE DATE.

PLEASE TAKE FURTHER NOTICE THAT assumption of any Executory Contract or Unexpired Lease pursuant to the Plan shall result in the full release and satisfaction of any 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 such Executory Contract or Unexpired Lease at any time on or before the date that the Debtors assume or assume and assign such Executory Contract or Unexpired Lease. Subject to the resolution of any timely objections in accordance with Article V of the Plan, any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejection List or Assumption List, nor anything contained in the Plan or Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease, that any Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is a binding and enforceable agreement. In addition, the Debtors shall have the right to: (i) alter, amend, modify, or supplement any information set forth herein, including to add or remove any Executory Contract or Unexpired Lease from the Rejection List or Assumption List, pursuant to the terms of the Plan; and (ii) contest any Claim asserted in connection with any Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT copies of the Plan and Disclosure Statement may be obtained free of charge by visiting the website maintained by the Claims and Noticing Agent at www.veritaglobal.net/ZHI. Copies of the Plan and Disclosure Statement may also be obtained by calling the Claims and Noticing Agent at (866) 479-8211 (US and Canada) or +1 (781) 575-2037 (International).

Dated: [●], 2025
Houston, Texas

/s/

Charles R. Koster (Texas Bar No. 24128278)
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Counsel to the Debtors and
Debtors in Possession

Exhibit 1

Assumption List

Exhibit 9

Rejection Notice

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. 24-90377 (MI)
Debtors.	)	(Jointly Administered)

NOTICE OF REJECTION OF
EXECUTORY CONTRACT OR UNEXPIRED LEASE

PLEASE TAKE NOTICE THAT on [●], 2025 the United States Bankruptcy Court for the Southern District of Texas (the "**Court**") entered an order [Docket No. [●]] (the "**Disclosure Statement Order**") that, among other things: (a) conditionally approved the *Disclosure Statement for the First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (the "**Disclosure Statement**") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Code (the "**Bankruptcy Code**"); and (b) authorized the above-captioned debtors and debtors in possession (the "**Debtors**") to solicit acceptances for the *First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the "**Plan**").[2]

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the *List of Executory Contracts and/or Unexpired Leases to be Assumed* [Docket No. [●]] (the "**Assumption List**") and the *List of Executory Contracts and/or Unexpired Leases to be Rejected* [Docket No. [●]] (the "**Rejection List**") with the Court as part of the Plan Supplement on February 13, 2025 as contemplated under the Plan. The Assumption List and Rejection List may be further modified, amended, or supplemented from time to time in accordance with the Plan, including to add or remove any Executory Contract or Unexpired Lease from the Assumption List or Rejection List.

PLEASE TAKE FURTHER NOTICE THAT the Court will consider final approval of the Disclosure Statement and confirmation of the Plan at a hearing (the "**Combined Hearing**") to commence on [●], 2025 at [●] (prevailing Central Time), before the Honorable Marvin Isgur in the United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk Street, Houston, TX 77002. The Combined Hearing may be continued from time to time without

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan or Disclosure Statement, as applicable.

further notice other than by an announcement in open court or notice filed on the Court's docket and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this Notice because the Debtors' records reflect that you may be a party to an Executory Contract or Unexpired Lease that may be rejected pursuant to the Plan. Therefore, you are advised to review carefully the information contained in this Notice, the Rejection List, the Assumption List, and the related provisions of the Plan.

PLEASE TAKE FURTHER NOTICE THAT all Executory Contracts and Unexpired Leases listed on the Rejection List, attached hereto, will be deemed rejected as of the Effective Date of the Plan.

PLEASE TAKE FURTHER NOTICE THAT all Proofs of Claim, if any, with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases listed on the Rejection List must be Filed with the Bankruptcy Court no later than **30 DAYS AFTER THE PLAN'S EFFECTIVE DATE**.

PLEASE TAKE FURTHER NOTICE THAT ANY CLAIMS ARISING FROM THE REJECTION OF AN EXECUTORY CONTRACT OR UNEXPIRED LEASE LISTED ON THE REJECTION LIST THAT ARE NOT TIMELY FILED SHALL BE DISALLOWED, FOREVER BARRED FROM ASSERTION, AND SHALL NOT BE ENFORCEABLE AGAINST THE DEBTORS OR THE REORGANIZED DEBTORS, OR PROPERTY THEREOF, WITHOUT THE NEED FOR ANY OBJECTION BY THE DEBTORS OR THE REORGANIZED DEBTORS OR FURTHER NOTICE TO, OR 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, NOTWITHSTANDING ANYTHING IN THE SCHEDULES, IF ANY, OR A PROOF OF CLAIM TO THE CONTRARY.

PLEASE TAKE FURTHER NOTICE THAT neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejection List or Assumption List, nor anything contained in the Plan or Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease, that any Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is a binding and enforceable agreement. In addition, the Debtors shall have the right to: (i) alter, amend, modify, or supplement any information set forth herein, including to add or remove any Executory Contract or Unexpired Lease from the Rejection List or Assumption List, pursuant to the terms of the Plan; and (ii) contest any Claim asserted in connection with any Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT copies of the Plan and Disclosure Statement may be obtained free of charge by: (a) visiting the website maintained by the Claims and Noticing Agent at www.veritaglobal.net/ZHI or (b) contacting the Claims and Noticing Agent by calling (866) 479-8211 (US and Canada) or +1 (781) 575-2037 (International).

Dated: [●], 2025
Houston, Texas

/s/

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Counsel to the Debtors and
Debtors in Possession

Exhibit 1

Rejection List

Exhibit 10

Disputed Claims Notice

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. 24-90377 (MI)
Debtors.	)	(Jointly Administered)

NOTICE OF NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS

PLEASE TAKE NOTICE THAT on [●], 2025, the United States Bankruptcy Court for the Southern District of Texas (the "**Court**") entered an order [Docket No. [●]] (the "**Disclosure Statement Order**") that, among other things: (a) conditionally approved the *Disclosure Statement for the First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (the "**Disclosure Statement**") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Code (the "**Bankruptcy Code**"); and (b) authorized the above-captioned debtors and debtors in possession (the "**Debtors**") to solicit acceptances for the *First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No.[●]] (as may be amended, supplemented, or otherwise modified from time to time, the "**Plan**").[2]

PLEASE TAKE FURTHER NOTICE THAT the Court will consider final approval of the Disclosure Statement and confirmation of the Plan at a hearing (the "**Combined Hearing**") to commence on [●], 2025, at [●] (prevailing Central Time), before the Honorable Marvin Isgur in the United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk Street, Houston, TX 77002. The Combined Hearing may be continued from time to time without further notice other than by an announcement in open court or notice filed on the Court's docket and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because your Claim(s) against the Debtors is subject to a pending objection by the Debtors and, pursuant to the Disclosure Statement Order, you are not entitled to vote to accept or reject the Plan on account of

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control.

your Disputed Claim(s) unless one of the following events occurs prior to or at the Combined Hearing (collectively, the "**Resolution Events**"):

1. Entry of an order of the Court, after notice and a hearing, allowing such Claim pursuant to section 502(b) of the Bankruptcy Code;

2. Entry of an order of the Court, after notice and a hearing, granting a motion pursuant to Bankruptcy Rule 3018(a) and temporarily allowing such Claim for voting purposes;

3. Execution of a stipulation or other agreement between the Holder of a Disputed Claim and the Debtors resolving the objection and allowing such Claim for voting purposes in an agreed-upon amount or otherwise fixing an amount of the Claim for voting purposes; or

4. Voluntary withdrawal of the pending objection by the objecting party.

PLEASE TAKE FURTHER NOTICE THAT if you seek to challenge the disallowance of your Disputed Claim for voting purposes, you must file with the Bankruptcy Court a motion for an order, pursuant to Bankruptcy Rule 3018(a), temporarily allowing such claim for purposes of voting to accept or reject the Plan (a "**Rule 3018 Motion**"). Any Rule 3018 Motion must be filed with the Bankruptcy Court and served on the Debtors so as to be **actually received by February 13, 2025** (the "**Rule 3018 Motion Deadline**").

PLEASE TAKE FURTHER NOTICE THAT if a Holder of a Disputed Claim files a Rule 3018 Motion by the Rule 3018 Motion Deadline, the Claims and Noticing Agent, at the direction of the Debtors or their counsel, shall send such Holder a Solicitation Package, including an applicable Ballot, as soon as reasonably practicable after such Rule 3018 Motion is filed. A Ballot returned by a Holder of a Disputed Claim to the Claims and Noticing Agent in compliance with the Solicitation Procedures shall only be counted to the extent that a Resolution Event has occurred with respect to the Holder's Disputed Claim by or at the Combined Hearing.

PLEASE TAKE FURTHER NOTICE THAT any objections to the Plan or Disclosure Statement must (1) be in writing, (2) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the Southern District of Texas, (3) state the name and address of the objecting party and the amount and nature of the objecting party's Claim or Interest, (4) state the legal and factual basis for such Objections, and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such an Objection, and (5) be filed with the Court with proof of service thereof no later than **February 20, 2025, at 4:00 p.m., prevailing Central Time**.

PLEASE TAKE FURTHER NOTICE THAT copies of the Plan and the Disclosure Statement may be obtained for free at the restructuring website maintained by the Claims and Noticing Agent, available at www.veritaglobal.net/zhi. These documents may also be obtained by: (a) calling the Debtors' restructuring hotline at (866) 479-8211 (US and Canada) or +1 (781)

575-2037 (International), (b) submitting the inquiry form at https://www.veritaglobal.net/zhi/inquiry, and/or (c) writing to the Claims and Noticing Agent at Zachry Ballot Processing c/o Verita, 222 N. Pacific Coast Hwy., Ste. 300, El Segundo, CA 90245.

PLEASE TAKE FURTHER NOTICE THAT THE PLAN CONTAINS RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, WHICH WILL BECOME EFFECTIVE IF THE PLAN IS CONFIRMED. YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED. THE OPT-OUT FORM ATTACHED HERETO PROVIDES YOU WITH THE OPTION TO NOT GRANT THE VOLUNTARY THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN.

PLEASE BE ADVISED THAT YOUR FAILURE TO RETURN THE FULLY COMPLETED OPT-OUT FORM BY THE OPT OUT DEADLINE OF FEBRUARY 20, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME), DESIGNATING YOUR DECISION TO OPT OUT OF GRANTING THE RELESES DESCRIBED IN ARTICLE VIII, WILL RESULT IN YOUR DESIGNATION AS A "RLEASING PARTY" UNDER THE PLAN, UNLESS YOU PROPERLY SUBMITTED AN OPT-OUT FORM DURING THE SOLICITATION OF THE DEBTORS' INITIAL PLAN OF REORGANIZATION, IN WHICH CASE SUCH OPT-OUT FORM REMAINS VALID AND EFFECTIVE.

PLEASE BE ADVISED THAT ARTICLE VIII OF THE PLAN PROVIDES AS FOLLOWS:

A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, the distributions, rights, and treatment that are provided in the 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 the 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 the 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 in the Plan 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 the Plan, including on account of General Unsecured Claims that are satisfied in full under the Plan, or otherwise enforce, collect, or recover on account of any such Claims other than as expressly permitted under the Plan. Further, and for the avoidance of doubt, the discharge provided in the Plan 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 the 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 the Plan, the Confirmation Order, the Plan Supplement, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the 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 of the Plan, 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 the 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 the 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 the 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 GUC Trust, 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 the 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 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 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 revest in the Reorganized Debtors pursuant to the 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 the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to Confirmation of the 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 the 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 the Plan or the Confirmation Order, and except for the rights that remain in effect from and after the Effective Date to enforce the 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 the 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 GUC Trust, 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 the 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 in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the 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 the 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 GUC Trust, 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 the Plan, or the distribution of property under the 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 the Plan and the Confirmation Order.

The Exculpated Parties set forth above have, and upon Confirmation of the 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 the 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 the Plan or such distributions made pursuant to the 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 the Plan in relation to any Claim or Interest that is extinguished, discharged, satisfied, or released pursuant to the Plan.

Except as otherwise expressly provided in the Plan or the Confirmation Order, or for obligations issued or required to be paid pursuant to the 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 the 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 the Plan, including on account of General Unsecured Claims that are satisfied in full under the 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 enforce, collect, or recover 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 the 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 the 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 GUC Trust, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, the solicitation of votes with respect to the 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 the Plan, or the distribution of property under the 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 the 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 the 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 the Plan and the Confirmation Order from bringing an action to enforce the terms of the 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 the Plan and the Confirmation Order.

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Dated: [●], 2025
Houston, Texas

/s/

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Counsel to the Debtors and
Debtors in Possession

Exhibit 11

Reclassification Notice

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. 24-90377 (MI)
Debtors.	)	(Jointly Administered)

NOTICE OF RECLASSIFICATION AND VOTING STATUS

PLEASE TAKE NOTICE THAT on [●], 2025 the United States Bankruptcy Court for the Southern District of Texas (the "**Court**") entered an order [Docket No. [●]] (the "**Disclosure Statement Order**") that, among other things: (a) conditionally approved the *Disclosure Statement for the First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (the "**Disclosure Statement**") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Code (the "**Bankruptcy Code**"); and (b) authorized the above-captioned debtors and debtors in possession (the "**Debtors**") to solicit acceptances for the *First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the "**Plan**").[2]

PLEASE TAKE FURTHER NOTICE THAT the Court will consider final approval of the Disclosure Statement and confirmation of the Plan at a hearing (the "**Combined Hearing**") to commence on [●], 2025 at [●] (prevailing Central Time), before the Honorable Marvin Isgur in the United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk Street, Houston, TX 77002. The Combined Hearing may be continued from time to time without further notice other than by an announcement in open court or notice filed on the Court's docket and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT the Debtors have filed an objection (the "**Reclassification Objection**") to the asserted administrative, priority, or secured status of your filed Claim, as applicable, and are seeking Court approval to reclassify your asserted Claim as set forth in the Reclassification Objection separately served upon you.

PLEASE TAKE FURTHER NOTICE THAT, as the Holder of a Claim subject to a Reclassification Objection, you will receive a Solicitation Package on account of your reclassified

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable.

Claim in accordance with the Reclassification Objection. Your Solicitation Package enclosed with this notice contains: (a) the Cover Letter; (b) a Ballot for the Class of Claims in which your Claim is reclassified; (c) the Disclosure Statement (including the Plan and all other exhibits) on a USB flash drive; (d) the Disclosure Statement Order (without exhibits) on a USB flash drive; and (e) the Combined Hearing Notice.

PLEASE TAKE FURTHER NOTICE THAT, to ensure your Vote is counted, you must timely and properly submit your Ballot in accordance with the instructions contained in the Ballot. If you fail to timely and properly submit your Ballot by the Voting Deadline of **February 20, 2025, at 4:00 p.m., prevailing Central Time**, your Vote may not be counted.

PLEASE TAKE FURTHER NOTICE THAT, if you wish to make the Opt-Out election, you must timely and properly submit your Ballot indicating your Opt-Out election by the Voting Deadline in accordance with the instructions contained in the Ballot. Such Opt-Out election will be recorded even if the Reclassification Objection is not granted and your Vote is not counted. If you properly submitted an opt-out form during the solicitation of the Debtors' initial plan of reorganization, such opt-out form remains valid and effective.

PLEASE TAKE FURTHER NOTICE THAT YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN'S THIRD-PARTY RELEASE, WHICH IS RESTATED IN FULL IN THE BALLOT. IF YOU DO NOT OPT-OUT OF THE THIRD-PARTY RELEASE BY CHECKING THE OPT-OUT BOX ON YOUR BALLOT AND TIMELY AND PROPERTY SUBMITTING YOUR BALLOT, YOU WILL BE DEEMED TO HAVE EXPRESSLY AND UNCONDITIONALLY CONSENTED TO THE THIRD-PARTY RELEASE PURSUANT TO THE PLAN UNLESS YOU PROPERLY SUBMITTED AN OPT-OUT FORM DURING THE SOLICITATION OF THE DEBTORS' INITIAL PLAN OF REORGANIZATION, IN WHICH CASE SUCH OPT-OUT FORM REMAINS VALID AND EFFECTIVE.

PLEASE TAKE FURTHER NOTICE THAT any objections to the Plan or Disclosure Statement must (1) be in writing, (2) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the Southern District of Texas, (3) state the name and address of the objecting party and the amount and nature of the objecting party's Claim or Interest, (4) state the legal and factual basis for such Objections, and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such an Objection, and (5) be filed with the Court with proof of service thereof and served no later than **February 20, 2025, at 4:00 p.m., prevailing Central Time**.

PLEASE TAKE FURTHER NOTICE THAT copies of the Plan and the Disclosure Statement may be obtained for free at the restructuring website maintained by the Claims and Noticing Agent, available at www.veritaglobal.net/zhi. These documents may also be obtained by: (a) calling the Debtors' restructuring hotline at (866) 479-8211 (US and Canada) or +1 (781) 575-2037 (International), (b) submitting the inquiry form at www.veritaglobal.net/zhi/inquiry, and/or (c) writing to the Claims and Noticing Agent at Zachry Ballot Processing c/o Verita, 222 N. Pacific Coast Hwy., Ste. 300, El Segundo, CA 90245.

Dated: [●], 2025
Houston, Texas

/s/
Charles R. Koster (Texas Bar No. 24128278)
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-and-

Bojan Guzina (admitted *pro hac vice*)
Andrew F. O'Neill (admitted *pro hac vice*)
William A. Guerrieri (admitted *pro hac vice*)
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Adam T. Swingle (admitted *pro hac vice*)
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Counsel to the Debtors and
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Exhibit 12

Cover Letter

ZACHRY HOLDINGS, INC.
P.O. Box 240130
San Antonio, Texas 78224

[●], 2025

RE: Zachry Holdings, Inc. *et al.*,
Chapter 11 Case No. 24-90377 (MI) (Jointly Administered)

TO ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN:

Zachry Holdings, Inc. and its affiliated debtors and debtors in possession (collectively, the "**Debtors**")[1] 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 May 21, 2024.

You have received this letter and the enclosed materials (this "**Solicitation Package**") because you are entitled to vote on the *First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates* (as modified, amended, or supplemented from time to time, the "**Plan**"). On [●], 2025, the Court entered an order (the "**Disclosure Statement Order**") that, among other things: (a) conditionally approved the *Disclosure Statement for the First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates* (the "**Disclosure Statement**")[2] as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code, and (b) authorizing the Debtors to solicit acceptances of the Plan.

In addition to this cover letter, your Solicitation Package includes:

a) The Disclosure Statement approved by the Court (and its exhibits, including the Plan);

b) A Ballot, together with detailed voting instructions and a return envelope;

c) The Disclosure Statement Order (excluding its exhibits); and

d) The Combined Hearing Notice, noting the date and time for the Combined Hearing at which the Court will consider final approval of the Disclosure Statement and confirmation of the Plan.

You should review these materials carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.

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[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.

[2] Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan or the Disclosure Statement, as applicable.

The Debtors believe that the acceptance of the Plan is in the best interests of their estates, Holders of Claims, and all other parties in interest. Moreover, the Debtors believe that any alternative other than confirmation of the Plan could result in extensive delays and increased administrative expenses, which, in turn, could result in smaller distributions or recoveries on account of Allowed Claims asserted in the Debtors' Chapter 11 Cases.

THE DEBTORS STRONGLY URGE YOU TO PROPERLY AND TIMELY SUBMIT YOUR BALLOT CASTING A VOTE TO ACCEPT THE PLAN.

THE VOTING DEADLINE IS FEBRUARY 20, 2025 AT 4:00 P.M., PREVAILING CENTRAL TIME.

If you should have any questions about your Ballot or the procedures for voting, please contact the Claims and Noticing Agent by: (a) calling the hotline at (866) 479-8211 (US and Canada) or +1 (781) 575-2037 (International), or (b) submitting the inquiry form at www.veritaglobal.net/zhi/inquiry. Copies of filings as well other information regarding these Chapter 11 Cases may be obtained at the Debtors' website at www.veritaglobal.net/ZHI.

The Claims and Noticing Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Plan's Third-Party Release), please consult your own legal counsel.

Sincerely,

/s/

Mohsin Y. Meghji
Chief Restructuring Officer
Zachry Holdings, Inc.

Exhibit 13

Employee Letter

RE: Chapter 11 Update

Dear Team:

As you are aware, on May 21, 2024, certain Zachry entities filed voluntary petitions for chapter 11 relief in the United States Bankruptcy Court for the Southern District of Texas. Through the chapter 11 cases, Zachry executed a settlement with respect to the GPX Project outside Sabine Pass, Texas, completely demobilized from the GPX Project, and right-sized its business. Zachry's focus now is on exiting chapter 11 as soon as reasonably practicable. In late 2024, Zachry proposed a plan of reorganization that contemplated raising new debt financing that would rank junior to Zachry's existing secured debt. Ultimately, Zachry did not receive any financing proposal that was acceptable to all of Zachry's stakeholders, including its existing secured lenders. As a result, Zachry has now filed an amended plan that will allow it to exit chapter 11 without raising additional debt financing.

Like Zachry's original plan, the amended plan provides that Zachry will assume all valid, outstanding obligations to employees and pay such obligations in the ordinary course of business; all valid claims of vendors, subcontractors, and other general unsecured creditors will be satisfied in full (to the extent not already paid by Golden Pass under the settlement for the GPX Project); and Zachry's prepetition credit facility will be amended and restated on terms to be agreed with Zachry's lenders. The amended plan will provide Zachry with sufficient liquidity to continue providing first-class services to its customers, while also ensuring Zachry's long-term viability.

To confirm the amended plan and exit chapter 11, Zachry must solicit votes to accept the amended plan from creditors holding claims against Zachry that arose prior to May 21, 2024 and whose rights are impaired under the amended plan. ***The amended plan does not impair Zachry's obligations to its current employees, which will continue to be satisfied in the ordinary course of business. As a current employee, your rights are unaffected by the amended plan.*** If you have any questions about the amended plan or the chapter 11 cases, you may contact Zachry's claims and noticing agent by calling (866) 479-8211 or submitting the inquiry form at: https://www.veritaglobal.net/zhi/inquiry.

The Bankruptcy Court will consider whether to confirm the amended plan at a hearing scheduled for [●], 2025 at [●] (prevailing Central Time), at Courtroom 404, 515 Rusk Street, Houston, Texas 77002. Instructions to attend the hearing virtually are available at: https://www.txs.uscourts.gov/content/united-states-bankruptcy-judge-marvin-isgur. Please be advised that the hearing may be continued at the Court or Zachry's discretion.

Once the amended plan is confirmed, Zachry will emerge from these Chapter 11 Cases as a stronger company. We will provide a further update once Zachry has emerged. Thank you for your continued efforts and focus during the chapter 11 cases, and we look forward to continuing to make our customers' ambitious goals a reality through your partnership.