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)

SUPPLEMENT TO THE PLAN OBJECTION [DOCKET NO. 2239]
BY D. REYNOLDS CO. D/B/A THE REYNOLDS COMPANY

TO THE HONORABLE MARVIN ISGUR, UNITED STATES BANKRUPTCY JUDGE:

COMES NOW D. Reynolds Company, d/b/a The Reynolds Company ("Reynolds") and files this Supplement to the *Plan Objection to the First Amended Joint Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates by D. Reynolds Co. d/b/a The Reynolds Company, Including Election to Opt-Out of Third-Party Releases* ("Objection")[Docket no. 2239].

1. Reynolds has filed its Objection[2] to the Plan. Reynolds and the Debtors have agreed to include a provision in the Confirmation Order which will resolve Reynold's Objection.

2. The proposed provision to be included in the Confirmation Order is included in the attached **Exhibit "1".**

3. The Objection is withdrawn contingent upon language in the attached **Exhibit "1"** being included in the Confirmation Order.

Dated: February 19, 2025.

Respectfully submitted,

/s/ J. Robert Forshey

[1] The last four digits of Zachry Holdings, Inc.'s tax identification number are 6814. A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' proposed claims and noticing agent at www.kccllc.net/zhi. The location of the Debtors' service address in these chapter 11 cases is: P.O. Box 240130, San Antonio, Texas 78224.

[2] Defined terms in the Objection are given the same meaning herein.

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ATTORNEYS FOR THE REYNOLDS COMPANY

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served via ECF electronic Notice on February 19, 2025.

/s/ J. Robert Forshey
J. Robert Forshey

https://vhhlawyers.sharepoint.com/sites/bankruptcy/Shared Documents/BForshey/The Reynolds Company (Zachry) CrR #6484/Pleadings - 24-90377/Supplement to the Plan Objection 2.19.25.docx

ZACHRY – CONFIRMATION ORDER

Provisions Regarding Reynolds. Notwithstanding anything to the contrary in this Confirmation Order, the Plan, the Plan Supplement, the Restructuring Transactions, or any related documents (the "**Plan Documents**"), (i) D. Reynolds Company, d/b/a The Reynolds Company ("**Reynolds**") is hereby deemed, as of the Effective Date, to have affirmatively opted out of the Third-Party Release provisions of the Plan and is not bound by the Third-Party Release; (ii) confirmation of the Plan shall not release, discharge, impair, or enjoin Reynolds' rights, Claims, or remedies against any non-debtor, including BMZ Third Coast Partners ("**BMZ**"), Burns & McDonald Engineering Company, Inc., and the Sureties (Travelers Casualty and Surety Company of America and Pacific Indemnity Company), subject to the terms of this paragraph; (iii) as set forth in **Article II.A** of the Plan, any Administrative Claims of Reynolds that accrued in the ordinary course of business after the Petition Date may be paid by the Debtors or Reorganized Debtors, as applicable, in the ordinary course of business, to the extent not otherwise paid as Cure Claims on the Effective Date; and (iv) confirmation of the Plan shall not release, discharge, impair, or enjoin Reynolds' rights, claims, or remedies against any Person accruing on or after the Effective Date. On the Effective Date, as a Cure Claim, the Debtors shall pay to Reynolds the sum of $9,459,022.55 which payment shall be deemed to fully satisfy: (a) Proof of Claim No. 64 filed by Reynolds, and (b) any Claim which Reynolds may have or assert against the Sureties, whether based on the Claim reflected in Proof of Claim No. 64, any other Claim against the Debtors, or otherwise, and Reynolds shall not assert against the Sureties any such Claims that are actually satisfied pursuant to this paragraph. Proof of Claim No. 65 relating to BMZ shall be deemed as withdrawn based upon the terms of this provision. Reynolds's objections to confirmation of the Plan [Docket Nos. 1859, 2239] are resolved by this paragraph.