Docket #2364 Date Filed: 02/23/2025

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)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I) APPROVING THE DEBTORS' DISCLOSURE STATEMENT ON A FINAL BASIS AND (II) CONFIRMING THE FURTHER MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ZACHRY HOLDINGS, INC. AND ITS DEBTOR AFFILIATES

Zachry Holdings, Inc. and its debtor affiliates in the above-captioned Chapter 11 Cases (collectively, the "**Debtors**"),[2] having:

a. commenced the Chapter 11 Cases by filing voluntary petitions 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 (the "**Petition Date**");

b. continued to operate their business and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

c. Filed, on January 20, 2025, the *Debtors' Revised 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*

[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] Unless otherwise noted, capitalized terms used but not otherwise defined in this order (the "**Order**") shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Bankruptcy Code (as defined herein), as applicable. The rules of interpretation set forth in **Article I.B** of the Plan shall apply to this Order.

First Amended Plan, and (V) Granting Related Relief [Docket No. 1956] (the "**Solicitation Motion**");

d. Filed, on January 23 2025, the *Modified First Amended Joint Chapter 11 Plan of Reorganization for Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 1978];

e. Filed, on January 23, 2025, the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Reorganization for Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 1986] (the "**Disclosure Statement**");

f. obtained, on January 24, 2025, entry of the *Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Disclosure Statement, (III) Approving the Revised Confirmation Timeline, Solicitation Procedures, Solicitation Package, and Notices, (IV) Establishing Procedures for Objecting to the Disclosure Statement and Modified First Amended Plan, and (V) Granting Related Relief* [Docket No. 1991] (the "**Disclosure Statement Order**");

g. caused the Combined Hearing Notice [Docket No. 1991, Ex. 6] to be served on or about January 24, 2025, in accordance with the terms of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Local Rules**"), the *Procedures for Complex Cases in the Southern District of Texas* (the "**Complex Case Procedures**"), and the Disclosure Statement Order, as evidenced by the certificate of service Filed on February 7, 2025 [Docket No. 2100] (together with all the exhibits thereto, the "**Solicitation Affidavit**");

h. commenced solicitation, on January 30, 2025, of (i) the Plan, (ii) the Disclosure Statement, (iii) ballots for voting on the Plan to Holders of Class 3 Prepetition Credit Facility Claims [Docket No. 1991, Ex. 2] and Class 6 General Unsecured Claims [Docket No. 1991, Ex. 3], (iv) the Cover Letter [Docket No. 1991, Ex. 12], and (v) the U.S. Trustee's Statement [Docket No. 1991, Ex. 14], in each case in accordance with the terms of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and the Disclosure Statement Order, as evidenced by the Solicitation Affidavit;

i. caused (i) the *Notice of (A) Non-Voting Status to Holders or Potential Holders of (I) Unimpaired Claims or Equity Interests Conclusively Presumed to Accept the Plan and (II) Impaired Claims or Equity Interests Conclusively Deemed to Reject the Plan and (B) Opportunity for Holders of Claims and Equity Interests to Opt Out of the Third-Party Release* [Docket No. 1991, Ex. 4] (the "**Non-Voting Status Notice**") and (ii) the

Third-Party Release Opt-Out Form [Docket No. 1991, Ex. 5] (the "**Opt-Out Form**") to be served on or about January 30, 2025, in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and the Disclosure Statement Order, as evidenced by the Solicitation Affidavit;

j. caused (i) the *Notice of Reclassification and Voting Status* [Docket No. 1991, Ex. 11] (the "**Reclassification Notice**"), (ii) the *Notice of Non-Voting Status with Respect to Disputed Claims* [Docket No. 1991, Ex. 10] (the "**Disputed Claims Notice**"); and (iii) the Opt-Out Form attached to each Reclassification Notice and Disputed Claims Notice to be served on or about January 30, 2025, in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and the Disclosure Statement Order, as evidenced by the Solicitation Affidavit;

k. caused the Employee Letter [Docket No. 1991, Ex. 13] to be served on or about January 30, 2025, in accordance with the Disclosure Statement Order, as evidenced by the Solicitation Affidavit;

l. caused the *Notice of (I) Combined Hearing to Consider (A) Final Approval of the Disclosure Statement, (B) Confirmation of the Modified First Amended Joint Chapter 11 Plan, and (C) Opportunity to Opt Out of Third-Party Releases, and (II) Related Voting and Objection Deadlines* [Docket No. 1991, Ex. 7] (the "**Publication Notice**") to be published in (i) *The New York Times* (National Edition), on January 28, 2025, (ii) *USA Today* (National Edition) and *Beaumont Enterprise* on January 29, 2025, and (iii) *Port Arthur News* on February 1, 2025 in accordance with the Disclosure Statement Order, as evidenced by the *Affidavit of Publication of the Notice of (I) Combined Hearing to Consider (A) Final Approval of the Disclosure Statement, (B) Confirmation of the Modified First Amended Joint Chapter 11 Plan, and (C) Opportunity to Opt Out of Third-Party Releases, and (II) Related Voting and Objection Deadlines in the New York Times, USA Today, Beaumont Enterprise and the Port Arthur News* Filed on February 6, 2025 [Docket No. 2085] (the "**Publication Affidavit**");

m. Filed, on February 5, 2025, the *Notice of Filing of the Plan Supplement* [Docket No. 2080], containing the GUC Trust Agreement and the GUC Trust Note Term Sheet;

n. Filed, on February 11, 2025, the *Notice of Filing of Amended GUC Note Term Sheet* [Docket No. 2122];

o. caused the *Statement of the Statutory Unsecured Claimholders' Committee Regarding the Modified First Amended Joint Chapter 11 Plan of Reorganized of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2123], to be served on or about February 12, 2025, as evidenced by the

Certificate of Service Filed on February 20, 2025 [Docket No. 2325] (the "**Supplemental Affidavit**");

p. Filed, on February 13, 2025, the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150];

q. caused the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150] to be served on or about February 13, 2025, as evidenced by the Supplemental Affidavit;

r. caused (i) the *Notice of Assumption of Executory Contract or Unexpired Lease and Cure Amounts, if Any* [Docket No. 1991, Ex. 8], (ii) the *Assumption List* [Docket No. 2150, Ex. B], (iii) the *Notice of Rejection of Executory Contract or Unexpired Lease* [Docket No. 1991, Ex. 9], (iv) the *Rejection List* [Docket No. 2150, Ex. C]; and (v) the *GPX Excess Claims Stipulation* [Docket No. 2150, Ex. G] to be served on affected counterparties on or about February 14, 2025, as evidenced by the Supplemental Affidavit;

s. Filed, on February 19, 2025, the *Notice of Filing of the Third Plan Supplement* [Docket No. 2316] (together, with the *Notice of Filing of the Plan Supplement*, the *Notice of Filing of Amended GUC Note Term Sheet*, and the *Notice of Filing of the Second Plan Supplement*, as well as any amendments and supplements Filed prior to the Effective Date, the "**Plan Supplement**");

t. caused the *Notice of Filing of the Third Plan Supplement* to be served on or about February 19, 2025, as evidenced by the Supplemental Affidavit;

u. Filed, on February 23, 2025, the *Further Modified 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**"), attached hereto as **Exhibit A**;

v. Filed, on February 23, 2025, the *Debtors' Memorandum of Law in Support of (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (the "**Confirmation Brief**"); and

w. Filed, on February [●] 2025, (i) the *Declaration of P. Joseph Morrow IV with Respect to the Tabulation of Votes on the Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (the "**Voting Affidavit and Voting Report**" and, together with the Solicitation Affidavit, the Publication Affidavit, and the Supplemental Affidavit, the "**Affidavits**"), (ii) the *Declaration of*

Mohsin Y. Meghji, Chief Restructuring Office of Zachry Holdings, Inc. in Support of (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates [Docket No. [●]] (the "**Meghji Declaration**"), and (iii) the *Declaration of Jason New in Support of (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. [●]] (the "**New Declaration**" and, together with the Meghji Declaration, the "**Confirmation Declarations**").

The Court having:

a. entered the Disclosure Statement Order on January 24, 2025;

b. set February 20, 2025 at 4:00 p.m. (prevailing Central Time) as the deadline for voting on the Plan (the "**Voting Deadline**");

c. set February 20, 2025 at 4:00 p.m. (prevailing Central Time) as the deadline for opting out of the Third-Party Release (the "**Opt-Out Deadline**");

d. set February 20, 2025 at 4:00 p.m. (prevailing Central Time) as the deadline for filing objections to final approval of the Disclosure Statement and Confirmation of the Plan (the "**Objection Deadline**");

e. scheduled February 26, 2025 at 1:30 p.m. (prevailing Central Time) as the date and time for the hearing to consider approval of the Disclosure Statement on a final basis and Confirmation of the Plan pursuant to sections 1125, 1126, 1128, and 1129 of the Bankruptcy Code and Bankruptcy Rules 3017 and 3018, as set forth in the Disclosure Statement Order (the "**Combined Hearing**");

f. reviewed the Plan, the Disclosure Statement, the Solicitation Motion, the Plan Supplement, the Confirmation Brief, the Confirmation Declarations, the Affidavits, the Combined Hearing Notice, the Publication Notice, and all Filed pleadings, exhibits, statements, and comments regarding approval of the Disclosure Statement on a final basis and Confirmation of the Plan, including all objections, statements, and reservations of rights;

g. considered the Restructuring Transactions incorporated and described in the Plan or Plan Supplement, as applicable;

h. held the Combined Hearing;

i. reviewed the discharge, compromises, settlements, releases, exculpation, and injunctions set forth in the Plan;

j. heard the statements and arguments made by counsel in respect of approval of the Disclosure Statement on a final basis and Confirmation of the Plan;

k. considered all oral representations, live testimony, proffered testimony, documents, filings, exhibits, and other evidence regarding approval of the Disclosure Statement on a final basis and Confirmation of the Plan;

l. overruled (i) any and all objections to approval of the Disclosure Statement on a final basis and Confirmation of the Plan, except as otherwise stated or indicated on the record, and/or (ii) all statements and reservations of rights not consensually resolved, agreed to, or withdrawn, unless otherwise indicated; and

m. taken judicial notice of all pleadings and other documents Filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases.

NOW, THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party in interest to object to Confirmation of the Plan having been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents Filed in support of approval of the Disclosure Statement on a final basis and Confirmation of the Plan and other evidence presented at the Combined Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefore, the Court makes and issues the following findings of fact and conclusions of law, and orders:

Findings of Fact and Conclusions of Law

IT IS HEREBY FOUND, DETERMINED, ADJUDGED, DECREED, AND ORDERED THAT:

A. Findings and Conclusions.

1. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rules 7052 and 9014. To the extent

any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

B. Jurisdiction, Venue, and Core Proceeding.

2. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. The Court has exclusive jurisdiction to determine whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectively. Consideration of whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code are core proceedings as defined in 28 U.S.C. § 157(b)(2). This Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in this district pursuant to sections 1408 and 1409 of title 28 of the United States Code.

C. Eligibility for Relief.

3. The Debtors were and are Entities eligible for relief under section 109 of the Bankruptcy Code. The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.

D. Commencement and Joint Administration of These Chapter 11 Cases.

4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. In accordance with the *Order (I) Directing Joint Administration of Cases and (II) Waiving Requirements of Bankruptcy Code Section 345(c)(1) and Bankruptcy Rules 1005 and 2002(n)* [Docket No. 21], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, the Debtors have operated their businesses as debtors-in-possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases. On June 4, 2024, the U.S. Trustee

appointed the Statutory Unsecured Claimholders' Committee (the "**Committee**") pursuant to section 1102 of the Bankruptcy Code [Docket No. 176] and reconstituted the Committee on January 27, 2025 [Docket No. 2003].

E. Judicial Notice.

5. The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court, including all pleadings and other documents Filed, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during the pendency of the Chapter 11 Cases.

F. Plan Supplement.

6. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the Debtors provided good and proper notice of the Filing of the Plan Supplement in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable rules, laws, and requirements. No other or further notice will be required with respect to the Plan Supplement or any of the documents contained therein or related thereto. All documents included in the Plan Supplement and all other documents necessary or appropriate to implement the Plan are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, the Debtors reserve the right to alter, amend, update, or modify the Plan Supplement and any of the documents contained therein or related thereto or the Plan before the Effective Date.

H. Objections Overruled.

7. Any resolution or disposition of objections (whether formal or informal), reservations of rights, statements, or joinders with respect to approval of the Disclosure Statement on a final basis and Confirmation explained or otherwise ruled upon by the Court on the record at

the Combined Hearing is hereby incorporated by reference. All unresolved objections, reservations of rights, statements, and joinders are hereby overruled on the merits.

I. Modifications to the Plan.

8. Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan or Plan Supplement Filed after the commencement of solicitation or described or set forth in this Order constitute technical or clarifying changes, changes with respect to particular Claims by agreement with Holders of such Claims, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest under the Plan. These modifications are consistent with the disclosures previously made in the Disclosure Statement and notice of these modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan is properly before this Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

J. Adequacy of the Disclosure Statement.

9. The Disclosure Statement contains "adequate information" as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code with respect to the Debtors, the Plan, and the transactions contemplated therein.

K. Disclosure Statement Order and Notice.

10. The Disclosure Statement Order conditionally approved the Disclosure Statement and established the Voting Deadline, Objection Deadline, and Opt-Out Deadline. As evidenced by the Affidavits, and the record in the Chapter 11 Cases, the Debtors provided due, adequate, and

sufficient notice of the Plan, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Materials, the Plan Supplement, the discharge, compromise, settlement, release, exculpation, and injunction provisions contained in the Plan, the ability to opt-out of the Plan's Third-Party Release, the Combined Hearing, the Voting Deadline, the Objection Deadline, the Opt-Out Deadline, and any other applicable dates described in the Disclosure Statement Order in compliance with the Bankruptcy Code, the Bankruptcy Rules (including Bankruptcy Rules 2002(b), 3016, 3017, and 3020(b)), the Bankruptcy Local Rules, the Complex Case Procedures, and the procedures set forth in the Disclosure Statement Order. Such notice was adequate and sufficient under the facts and circumstances of these Chapter 11 Cases in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Disclosure Statement Order. No other or further notice is or shall be required.

M. Ballots.

11. The Classes of Claims entitled under the Plan to vote to accept or reject the Plan (the "**Voting Classes**") are set forth below:

Class	Designation
3	Prepetition Credit Facility Claims
6	General Unsecured Claims

12. As determined in the Disclosure Statement Order, the ballots (the "**Ballots**") the Debtors used to solicit votes to accept or reject the Plan from Holders in the Voting Classes adequately addressed the particular needs of these Chapter 11 Cases and were appropriate for Holders in the Voting Classes to vote to accept or reject the Plan.

N. Solicitation.

13. As described in the Voting Affidavit and Voting Report, the solicitation of votes on the Plan complied with the procedures set forth in the Disclosure Statement Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases and complied with the

provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable rules, laws, and regulations.

14. As described in the Voting Affidavit and Voting Report, as applicable, the Solicitation Packages were transmitted and served on all Holders in the Voting Classes in compliance with the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Bankruptcy Local Rules, the Disclosure Statement Order, and any applicable non-bankruptcy law. Transmission and service of the Solicitation Packages was timely, adequate, and sufficient under the facts and circumstances of these Chapter 11 Cases. No further notice is required.

15. As set forth in the Voting Affidavit and Voting Report, the Solicitation Packages were distributed to Holders in the Voting Classes that held a Claim as of January 22, 2025 (the "**Voting Record Date**"). The establishment and notice of the Voting Record Date was reasonable and sufficient.

16. The period during which the Debtors solicited acceptances or rejections of the Plan was a reasonable and sufficient period of time for each Holder in the Voting Classes to make an informed decision to accept or reject the Plan.

17. Under section 1126(f) of the Bankruptcy Code, Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 4 (Deferred Compensation Plan Claims), Class 5 (Convenience Claims), and Class 9 (Zachry Interests) (collectively, the "**Deemed Accepting Classes**") are Unimpaired and conclusively presumed to have accepted the Plan. The Debtors were therefore not required to, and did not, solicit votes from the Deemed Accepting Classes. Holders of Claims in Class 7 (Intercompany Claims) and Holders of Interests in Class 8 (Intercompany Interests) are Unimpaired and conclusively presumed to have accepted the Plan (to

the extent Reinstated or converted to equity, as applicable) or are Impaired and deemed to reject the Plan (to the extent set off, settled, addressed, distributed, contributed, merged, cancelled, or released), and, in either event, are not entitled to vote to accept or reject the Plan. The Debtors served Holders in the non-voting Classes with the Combined Hearing Notice and the Non-Voting Status Notice, including the Opt-Out Form.

18. The Debtors served the Employee Letter via first class mail on all current employees of the Debtors that do not hold Claims or Interests (the "**Non-Creditor Employees**"). The Employee Letter provided adequate notice of the Combined Hearing, generally described the Plan, explained that Non-Creditor Employees were specifically excluded from the Plan's Third-Party Release, and advised Non-Creditor Employees how they could request a Ballot or obtain further information about the Chapter 11 Cases from the Claims and Noticing Agent.

19. The Debtors also served the Disputed Claims Notice and the Opt-Out Form on certain Holders of Disputed Claims in these Chapter 11 Cases. The Disputed Claims Notice provided adequate notice of the Combined Hearing, the Rule 3018 Motion Deadline, the procedures for challenging the Debtors' disallowance of Disputed Claims, and the release, exculpation, and injunction provisions of the Plan.

20. The Debtors served the Combined Hearing Notice and/or the Non-Voting Status Notice on the entire creditor matrix (except the Non-Creditor Employees served with the Employee Letter). The Combined Hearing Notice and/or the Non-Voting Status Notice adequately summarized the material terms of the Plan, the classification and treatment of claims, and the release, exculpation, and injunction provisions of the Plan. Further, because stakeholders were able to opt out of the Third-Party Release through the Ballot or the Opt-Out Form, every known

stakeholder affected by the Third-Party Release (including Unimpaired creditors) was provided with the means by which the stakeholders could opt out of the Third-Party Release.

O. Voting.

21. As evidenced by the Voting Affidavit and Voting Report, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Disclosure Statement, the Disclosure Statement Order, and any applicable non-bankruptcy law, rule, or regulation. As evidenced by the Voting Affidavit and Voting Report, Classes 3 and 6 have voted to accept the Plan in accordance with the requirements of sections 1126 and 1129 of the Bankruptcy Code.

P. Plan Supplement.

22. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents is good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable rules, laws, and requirements, and no other or further notice is required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, the Debtors may alter, amend, update, or modify the Plan Supplement before the Effective Date. Holders of Claims and Interests were provided, due, adequate, and sufficient notice of the Plan Supplement.

Q. Bankruptcy Rule 3016.

23. The Plan and any modifications thereto are dated and identify the Entities submitting them, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately Filed the Disclosure Statement and Plan with the Court, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions in the Disclosure Statement and Plan describe, in bold font and with specific and conspicuous language, all acts to be enjoined by such injunction

and identify the Entities that will be subject to such injunction, thereby satisfying Bankruptcy Rule 3016(c).

R. Burden of Proof.

24. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation. In addition, and to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard. Each witness who testified or submitted a declaration on behalf of the Debtors or any other party, in support of the Disclosure Statement, Plan, and Confirmation in connection with the Combined Hearing was credible, reliable, and qualified to testify as to the topics addressed in their testimony.

S. Compliance with Bankruptcy Code Requirements – 11 U.S.C. § 1129(a)(1).

25. The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code.

i. Proper Classification – 11 U.S.C. §§ 1122 and 1123.

26. The classification of Claims under the Plan is proper and satisfies the requirements of sections 1122(a) and 1123(a)(1) of the Bankruptcy Code. **Article III** of the Plan provides for the separate classification of Claims and Interests into nine (9) Classes other than Administrative Claims, Professional Fee Claims, Priority Tax Claims, and Claims for Restructuring Expenses, which need not be classified. Valid business, factual, and legal reasons exist for the separate classification of such Classes of Claims and Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, Holders of Claims or Interests. Each Class of Claims and Class of Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.

ii. Specified Unimpaired Classes – 11 U.S.C. § 1123(a)(2).

27. The Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code. **Article III** of the Plan specifies that Claims, as applicable, in the following Classes are Unimpaired under the Plan within the meaning of section 1124 of the Bankruptcy Code:

Class	Claims
1	Other Secured Claims
2	Other Priority Claims
4	Deferred Compensation Plan Claims
5	Convenience Claims
9	Zachry Interests

Additionally, **Article II** of the Plan specifies that Allowed Administrative Claims, Professional Fee Claims, Priority Tax Claims, and Claims for Restructuring Expenses will be paid in full in accordance with the terms of the Plan, although these Claims are not classified under the Plan.

iii. Specified Treatment of Impaired Classes – 11 U.S.C. § 1123(a)(3).

28. The Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code. **Article III** of the Plan specifies that Claims in the following Classes (the "**Impaired Classes**") are Impaired under the Plan within the meaning of section 1124 of the Bankruptcy Code, and describes the treatment of such Classes:

Class	Claims
3	Prepetition Credit Facility Claims
6	General Unsecured Claims

iv. No Discrimination – 11 U.S.C. § 1123(a)(4).

29. The Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code. The Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class unless the Holder of a particular Claim or Interest has agreed to less favorable treatment on account of such Claim or Interest.

v. Adequate Means for Plan Implementation – 11 U.S.C. § 1123(a)(5).

30. The Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code. The provisions in **Article IV** and elsewhere in the Plan, and in the exhibits and attachments to the Plan (including the Plan Supplement) and the Disclosure Statement, provide, in detail, adequate and proper means for the Plan's implementation, including: (a) the general settlement of Claims and Interests; (b) the GPX Settlement, previously approved by this Court and subject to the Plan and the GPX Settlement Documents; (c) authorization for the Debtors and/or Reorganized Debtors to take all actions necessary to effectuate the Plan, including those actions necessary or appropriate to effectuate the Restructuring Transactions, and any restructuring transaction steps set forth in the Plan Supplement, as the same may be modified or amended from time to time prior to the Effective Date; (d) the entry into, delivery of, and implementation of the A&R Credit Facility Documents and other transaction documents contemplated by the Plan; (e) the issuance of the Sunbelt Promissory Note; (f) the entry into, delivery of, and implementation of the GUC Note Documents; (g) the entry into, delivery of, and implementation of the Exit Intercreditor Agreement; (h) the delivery and implementation of the Parent Capital Contribution; (i) the funding and sources of consideration for the Plan distributions, including the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the Parent Capital Contribution, and Cash on hand; (j) the preservation of the Debtors' corporate existence following the Effective Date (except as otherwise provided in the Plan); (k) the vesting of the Estates' assets in the respective Reorganized Debtors; (l) the cancellation of certain existing agreements as provided in the Plan and this Order; (m) the authorization and approval of corporate actions under the Plan; (n) the adoption and re-affirmation of the Organizational Documents; (o) the effectuation and implementation of other documents and agreements contemplated by, or necessary to effectuate, the transactions contemplated by the Plan;

(p) the assumption of certain Employee Obligations and Indemnification Obligations; (q) the preservation of Claims and Causes of Action not released pursuant to the Plan, including as set forth in the Schedule of Retained Causes of Action; and (r) the closing of the Chapter 11 Cases as provided in the Plan.

31. The precise terms governing the execution of these transactions are set forth in greater detail in the Plan or form of agreements or other documents included in the Plan Supplement or other documents related to the Plan, including the A&R Credit Facility Term Sheet, the GUC Note Term Sheet, and the Sunbelt Term Sheet.

vi. Voting Power of Equity Securities – 11 U.S.C. § 1123(a)(6).

32. The Plan is consistent with the requirements of section 1123(a)(6) of the Bankruptcy Code. To the extent required to comply with section 1123(a)(6) of the Bankruptcy Code, the Reorganized Debtors are prohibited from issuing nonvoting equity securities, notwithstanding anything to the contrary in the Plan or Plan Supplement.

vii. Directors and Officers – 11 U.S.C. § 1123(a)(7).

33. The Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code. **Article IV.K** of the Plan provides that the directors and officers of each Reorganized Debtor shall consist of the current directors and officers of each respective Debtor.

viii. Impairment / Unimpairment of Classes – 11 U.S.C. § 1123(b)(1).

34. The Plan is consistent with section 1123(b)(1) of the Bankruptcy Code. **Article III** of the Plan impairs or leaves Unimpaired each Class of Claims and Interests.

ix. Assumption – 11 U.S.C. § 1123(b)(2).

35. The Plan is consistent with section 1123(b)(2) of the Bankruptcy Code. **Article V** of the Plan provides for the assumption of all of the Debtors' Executory Contracts and Unexpired

Leases, other than the Rejected Contracts and/or Unexpired Leases identified on the Rejection List and as otherwise provided in **Article V.A** of the Plan, and the payment of Cure Claims, if any, related thereto, not previously assumed, assumed and assigned, or rejected during these Chapter 11 Cases under section 365 of the Bankruptcy Code. The assumption of Executory Contracts and Unexpired Leases may include the assignment of certain of such contracts to Affiliates.

36. The Debtors' determinations regarding the assumption, assumption and assignment, or rejection of Executory Contracts and Unexpired Leases are based on, and within, the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, their Estates, Holders of Claims and Interests, and other parties-in-interest in the Chapter 11 Cases. Entry of this Order by the Court shall constitute approval of such assumptions, assumption and assignments, and/or rejections, as applicable, including the assumption of the Executory Contracts or Unexpired Leases as provided in the Assumption List and Rejection List included in the Plan Supplement pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

x. Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action – 11 U.S.C. § 1123(b)(3).

37. **General Compromise and Settlement of Claims and Interests.** In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided pursuant to the Plan, the provisions of the Plan constitute a good-faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan, including all General Unsecured Claims and GPX Claims and any challenge to the amount, validity, perfection, enforceability, priority, or extent of the Prepetition Credit Facility Claims, whether under any provision of chapter 5 of the Bankruptcy Code, based on any equitable theory, or otherwise. Entry of this Order

shall constitute the entry of an order approving the settlement of all such Claims, Interests, and controversies under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019. The compromise and settlement of such Claims and Interests embodied in the Plan and Reinstatement and Unimpairment of other Classes identified in the Plan are in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests, and are fair, equitable, and reasonable.

38. **GPX Settlement.** The terms of the GPX Settlement, as set forth in the GPX Settlement Documents, are incorporated into, and are an integral part of, the Plan. As set forth in **Article IV.B** of the Plan, the GPX Interim Settlement Order, and the GPX Final Settlement Order, the GPX Settlement is a good-faith compromise and settlement of all disputes, controversies, claims, and causes of action among the GPX Settlement Parties arising out of or otherwise related to the GPX Project and the matters described in the GPX Settlement Term Sheet; the GPX Settlement is the product of extensive arm's-length, good faith negotiations and represents a fair and reasonable compromise among the GPX Settlement Parties; the GPX Settlement is reasonable, fair, equitable, appropriate, and in the best interests of each of the Debtors, their estates, and all vendors and subcontractors asserting Claims related to the GPX Project; and the Debtors' reasonably exercised their business judgment when determining to enter into the GPX Settlement.

39. The GPX Excess Claims Stipulation sets forth an agreement by the Debtors and Golden Pass on the amount of Excess Claims (as defined in the GPX Excess Claims Stipulation) and related matters. Each term of the GPX Excess Claims Stipulation is incorporated into, and is an integral part of, the Plan and this Order. In addition, for the avoidance of doubt, each of the stipulated facts among the Debtors and Golden Pass set forth in the GPX Excess Claims Stipulation, as well as Schedules 1 through 4 of the GPX Excess Claims Stipulation, are incorporated by reference into this Order as if set forth fully herein.

40. The Debtors and Golden Pass engaged in good faith and diligent analysis, over several months following this Court's interim and final approval of the GPX Settlement, to identify all GPX Claims, reconcile such GPX Claims, and determine the total amount of potential Excess Claims, in each case in compliance with, and furtherance of, the terms of the GPX Settlement. The Debtors and Golden Pass, among other things, reviewed the Proofs of Claim timely filed in these Chapter 11 Cases to identify asserted GPX Claims; sent letters to GPX Project vendors and subcontractors instructing them to submit all invoices for ZII's share of Pool A and Pool B obligations accruing through July 25, 2024, by September 16, 2024; reviewed all asserted Pool A and Pool B obligations submitted by such vendors; shared their analyses of the potential GPX Claims pool and direct cap payments calculation with each other; engaged in regular communications regarding accounting, reconciliation, and payment issues arising in connection with the GPX Settlement, and provided notice of the Excess Claim Stipulation and the Schedules thereto to all known parties-in-interest. Based upon the Bar Date and the outreach by the Debtors and Golden Pass to vendors potentially asserting Pool A and Pool B obligations, all vendors and subcontractors in respect of the GPX Project have had a reasonable opportunity to identify and assert GPX Claims payable under the GPX Settlement. The schedules to the GPX Excess Claims Stipulation disclose all GPX Claims paid to date by Golden Pass, all GPX Claims to be paid by Golden Pass, and the universe of potentially valid GPX Claims, in each case identified during the Debtors' and Golden Pass's good faith reconciliation of GPX Claims that resulted in their determination of Excess Claims. The determination of Excess Claims set forth in the GPX Excess Claims Stipulation is reasonable under the circumstances and based on the good faith reconciliation and review of all potential GPX Claims conducted by the Debtors and Golden Pass.

41. The GPX Excess Claims Stipulation is a good-faith compromise and settlement of all disputes, controversies, claims, and causes of action among the Debtors and Golden Pass arising out of or otherwise related to the reconciliation and determination of Excess Claims under the GPX Settlement. The GPX Excess Claims Stipulation is the product of extensive arm's-length, good faith negotiations and represents a fair and reasonable compromise among the Debtors and Golden Pass. The GPX Excess Claims Stipulation is reasonable, fair, equitable, appropriate, and in the best interests of each of the Debtors, their estates, and all vendors and subcontractors asserting Claims related to the GPX Project. Entry into the GPX Excess Claims Stipulation reflects a sound exercise of the Debtors' business judgment.

42. **Debtor Release. Article VIII.C** of the Plan describes certain releases granted by the Debtors (the "**Debtor Release**"). The Debtors have satisfied the business judgment standard under Bankruptcy Rule 9019 with respect to the propriety of the Debtor Release. The Debtor Release is a necessary and integral element of the Plan, and is fair, reasonable, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; (f) narrowly tailored to the circumstances of the Chapter 11 Cases; and (g) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release. The Debtor Release for the Debtor Related Parties is appropriate because the Debtor Related Parties share an identity of

interest with the Debtors, supported the Plan and these Chapter 11 Cases, actively participated in meetings, negotiations, and implementation during these Chapter 11 Cases, and have provided other valuable consideration to the Debtors to facilitate the Debtors' reorganization.

43. The Debtor Release appropriately offers protection to parties that constructively participated in the Debtors' chapter 11 efforts. Such protections from liability facilitated the participation of the Debtors' stakeholders in the negotiations and compromises that led to the Plan. In addition, the Debtors are not aware of any (a) significant potential claims that are being released; or (b) pending litigation that would be discontinued as a result of the Debtor Release. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. In light of, among other things, the critical nature of the Debtor Release to the Plan, the Debtor Release is appropriate.

44. For the avoidance of doubt, and notwithstanding anything to the contrary herein or in the Plan, no Claim or Cause of Action referenced on the Schedule of Retained Causes of Action shall be released by the Debtors or a Debtor Related Party pursuant to the Debtor Release.

45. **Third-Party Release**. **Article VIII.D** of the Plan describes certain releases granted by the Releasing Parties (the "**Third-Party Release**"). The Third-Party Release provides finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties' respective obligations under the Plan and with respect to the Reorganized Debtors. The Combined Hearing Notice sent to Holders of Claims and Interests, the Non-Voting Status Notice sent to all Holders of Claims and Interest not entitled to vote on the Plan, the Ballots sent to all Holders of Claims entitled to vote on the Plan, the Publication Notice published in: (a) *The New York Times* (National Edition) on January 28, 2025, (b) *USA Today* (National Edition) on January 29, 2025, (c) *Beaumont Enterprise*, on January 29, 2025, and (d) *Port Arthur News*, on February 1, 2025, in

each case, unambiguously stated that the Plan contains the Third-Party Release. Such release is a necessary and integral element of the Plan, and is fair, equitable, reasonable, and in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests. Also, the Third-Party Release is: (a) consensual; (b) essential to the formulation, Confirmation, and implementation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the payment in full of all General Unsecured Claims pursuant to the terms of the Plan; (d) a good-faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) narrowly tailored to the circumstances of the Chapter 11 Cases; and (i) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

46. The Third-Party Release is consensual as to all relevant parties, including all Releasing Parties, and such parties were provided notice of the Chapter 11 Cases, the Plan, and the deadline to object to Confirmation of the Plan, received the Combined Hearing Notice, a Ballot, and/or the Non-Voting Status Notice, and were properly informed that any Holder of a Claim against or Interest in the Debtors that did not check the "Opt Out" box on the applicable Ballot or Opt Out Form, returned in advance of the Voting Deadline, would be deemed to have expressly, unconditionally, generally, individually, and collectively consented to the release and discharge of all claims and Causes of Action against the Debtors and the Released Parties. Additionally, the release provisions of the Plan were conspicuous, emphasized with boldface type in the Plan, the Disclosure Statement, the Ballots, the Non-Voting Status Notice, the Combined Hearing Notice, and the Opt-Out Form.

37. The Third-Party Release provides finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties' respective obligations under the Plan and with respect to the Reorganized Debtors. The scope of the Third-Party Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases, is consistent with applicable law, including *Harrington v. Purdue Pharma L. P.*, 144 S. Ct. 2071 (2024), and is approved. **For the avoidance of doubt, and notwithstanding anything to the contrary, any party who timely opted-out of the Third-Party Release in connection with the solicitation permitted under this Court's Order [Docket No. 1392] or the Disclosure Statement Order [Docket No. 1191] is not bound by the Third-Party Release and also is not a Released Party under the Plan and this Order.**

47. **Exculpation.** The exculpation, described in **Article VIII.E** of the Plan (the "**Exculpation**"), is appropriate under applicable law, including *In re Highland Capital Mgmt., L.P.*, 48 F. 4th 419 (5th Cir. 2022), because it was proposed in good faith, was formulated following extensive good-faith, arm's-length negotiations with key constituents, and is appropriately limited in scope. Without limiting anything in the Exculpation, each Exculpated Party has participated in these Chapter 11 Cases in good faith and is appropriately released and exculpated from any obligation, Cause of Action, or liability for any prepetition or postpetition act taken or omitted to be taken in connection with, relating to, or arising out of the Debtors' restructuring efforts, these Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement or the Plan or any contract, instrument, release, or other agreement or document created or entered into, in connection with, or pursuant to the Disclosure Statement or the Plan, including the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the GPX

Settlement Documents, the Cash Collateral Order, the Disclosure Statement, the filing of these Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property under the Plan. The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding the foregoing, the Exculpation shall not release any obligation or liability of any Entity for any post-Effective Date obligation under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. The Exculpation, including its carveout for actual fraud, willful misconduct, and gross negligence, is consistent with applicable law in this jurisdiction.

48. The Exculpated Parties shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code.

49. **Injunction.** The injunction provision set forth in **Article VIII.F** of the Plan is necessary to implement, preserve, and enforce the Debtors' discharge, the Debtor Release, the Third-Party Release, the Exculpation, and the GPX Settlement, and is narrowly tailored to achieve this purpose.

50. Notwithstanding anything to the contrary in this Order, no Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors,

the Reorganized Debtors, the Released Parties, or the Exculpated Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to **Articles VIII.C**, **VIII.D**, **VIII.E**, or **VIII.F** of the Plan, without the Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable.

51. **Preservation of Causes of Action.** The provisions set forth in **Article IV.N** of the Plan regarding the preservation of Causes of Action in the Plan are appropriate and are in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. Each Reorganized Debtor, as applicable, shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights, as applicable, to commence, prosecute, or settle such retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date.

52. **Lien Release.** The release and discharge of mortgages, deeds of trust, Liens, pledges, bond claims, or other security interests against any property of the Estates described in **Article VIII.B** of the Plan (the "**Lien Release**") is essential to the Plan and necessary to implement the Plan. The provisions of the Lien Release are appropriate, fair, equitable, and reasonable and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

xi. Additional Plan Provisions – 11 U.S.C. § 1123(b)(6).

53. The other discretionary provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b)(6) of the Bankruptcy Code.

T. Cure of Defaults – 11 U.S.C. § 1123(d).

54. **Article V.C** of the Plan provides for the satisfaction of Cure Claims associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. The Debtors or the Reorganized Debtors, as applicable, shall pay the Cure Claims, if any, on the Effective Date, or as soon as reasonably practicable thereafter, in the ordinary course of the Debtors' business if not yet due on the Effective Date, or on such other terms as the parties to any Executory Contract or Unexpired Lease may agree. If there is any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any objection to the assumption of any Executory Contract or Unexpired List assumed pursuant to the Plan, then payment of the applicable Cure amount shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory or Unexpired Lease. As such, the Plan provides that the Debtors will cure, or provide adequate assurance that the Debtors will promptly cure, defaults with respect to assumed Executory Contracts and Unexpired Leases in accordance with section 365(b)(1) of the Bankruptcy Code.

U. Debtor Compliance with the Bankruptcy Code – 11 U.S.C. § 1129(a)(2).

55. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code and, thus, have satisfied the requirements of section 1129(a)(2)

of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, 1128, and 1129, and Bankruptcy Rules 2022, 3017, 3018, and 3019. The Debtors and their agents transmitted the Solicitation Materials and related documents and solicited and tabulated votes with respect to the Plan fairly, in good faith, and in compliance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures, including, but not limited to, sections 1125 and 1126(b) of the Bankruptcy Code.

V. Plan Proposed in Good Faith – 11 U.S.C. § 1129(a)(3).

56. The Debtors have proposed the Plan (including the Plan Supplement and all other documents necessary or appropriate to effectuate the Plan) in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan, the process leading to Confirmation (including the overwhelming support of Holders of Claims for the Plan), and the transactions to be implemented pursuant thereto. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Plan, the Disclosure Statement, the hearing to conditionally approve the Disclosure Statement, and the record of the Combined Hearing and other proceedings held in the Chapter 11 Cases. These Chapter 11 Cases were Filed, and the Plan was proposed, with the legitimate and honest purpose of maximizing the value of the Estates and allowing the Debtors to implement the Restructuring Transactions, reorganize, and emerge from bankruptcy to allow them to conduct their businesses and satisfy their obligations with sufficient liquidity and capital resources. Further, the Plan's classification, settlement, discharge, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's-length, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and each is integral to the Plan, supported by valuable consideration, and necessary to the Debtors'

successful reorganization. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

W. Payment for Services or Costs and Expenses – 11 U.S.C. § 1129(a)(4).

57. The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, satisfy the objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code.

X. Directors, Officers, and Insiders – 11 U.S.C. § 1129(a)(5).

58. **Article IV.K** of the Plan sets forth that the directors and officer of each Reorganized Debtor shall consist of the current directors and officers of each respective Debtor. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

Y. No Rate Changes – 11 U.S.C. § 1129(a)(6).

59. Section 1129(a)(6) of the Bankruptcy Code is not applicable to these Chapter 11 Cases. Further, as the Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission, section 1129(a)(6) of the Bankruptcy Code is satisfied.

Z. Best Interest of Creditors – 11 U.S.C. § 1129(a)(7).

60. The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The Meghji Declaration, the liquidation analysis attached as **Exhibit C** to the Disclosure Statement, and the other evidence related thereto in support of the Plan that was proffered prior to, or in connection with the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that Holders of Allowed Claims in each Class will recover at least as much under

the Plan on account of such Claim, as of the Effective Date, as such Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. As a result, the Debtors have demonstrated that the Plan is in the best interests of their creditors, and the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

AA. Acceptance by Certain Classes – 11 U.S.C. § 1129(a)(8).

61. Classes 1, 2, 4, 5, and 9 constitute the Unimpaired Classes, each of which is conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. As evidenced by the Voting Affidavit and Voting Report, Classes 3 and 6 have voted to accept the Plan. Holders of Claims and Interests in Classes 7 and 8 are Unimpaired and conclusively presumed to have accepted the Plan (to the extent Reinstated or converted to equity, as applicable) or are Impaired and deemed to reject the Plan (to the extent set off, settled, addressed, distributed, contributed, merged, cancelled, or released), and, in either event, are not entitled to vote to accept or reject the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

BB. Treatment of Claims Entitled to Priority Under Section 507(a) of the Bankruptcy Code – 11 U.S.C. § 1129(a)(9).

62. The treatment of Administrative Claims, Professional Fee Claims, Priority Tax Claims, and Claims for Restructuring Expenses under **Article II** of the Plan, and of Other Priority Claims under **Article III** of the Plan, satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

CC. Acceptance by At Least One Impaired Class – 11 U.S.C. § 1129(a)(10).

63. The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced by the Voting Affidavit and Voting Report, Classes 3 and 6, which are Impaired, voted to accept the Plan by the requisite number and amount of Claims, determined without

including any acceptance of the Plan by any insider (as such term is defined in section 101(31) of the Bankruptcy Code), as specified under the Bankruptcy Code. Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

DD. Feasibility – 11 U.S.C. § 1129(a)(11).

64. The Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code. The Meghji Declaration, the financial projections attached as **Exhibit B** to the Disclosure Statement, and the other evidence supporting Confirmation of the Plan proffered or adduced by the Debtors at, prior to, or in connection with the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been rebutted by other evidence; (d) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors or their successors under the Plan, except as may be provided in the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan, including on account of any contingent, unliquidated, and other Disputed Claims that ultimately become Allowed after the Effective Date. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

EE. Payment of Fees – 11 U.S.C. § 1129(a)(12).

65. **Article XII.D** of the Plan provides for the payment of all fees payable by the Debtors under 28 U.S.C. § 1930(a). Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

FF. Continuation of Employee Benefits – 11 U.S.C. § 1129(a)(13).

66. The Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code. **Article IV.L** of the Plan provides that, as of the Effective Date, all obligations related to the

Deferred Compensation Plan are assumed and all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

GG. Non-Applicability of Certain Sections – 11 U.S.C. § 1129(a)(14), (15), and (16).

67. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to these Chapter 11 Cases. The Debtors owe no domestic support obligations, are not individuals, and are not non-profit corporations.

HH. "Cram Down" Requirements – 11 U.S.C. § 1129(b).

68. The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that Classes 7 and 8 are deemed to reject the Plan (to the extent set off, settled, addressed, distributed, contributed, merged, cancelled, or released), the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. *First*, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met. *Second*, the Plan does not discriminate unfairly with respect to Classes 7 and 8 because all similarly situated creditors and interest holders will receive substantially similar treatment on account of their Claims and Interests irrespective of Class. *Third*, the Plan has been proposed in good faith, is reasonable, no Holder of a Claim or Interest in a Class senior to each such Class is receiving more than 100% on account of its Claim or Interest, and the treatment provided to Classes 7 and 8 has no economic substance and is intended to allow the Debtors to modify their intercompany structure and liabilities in order to implement the Restructuring Transactions under the Plan. *Fourth*, no Holders of an Intercompany Claim or Intercompany Interest has objected to the reinstatement of Zachry Interests under the Plan. Accordingly, the Plan is fair and equitable to all Holders of Claims and Interests in Classes 7 and 8. Therefore, the Plan satisfies section 1129(b) of the Bankruptcy Code and can be confirmed.

II. Only One Plan – 11 U.S.C. § 1129(c).

69. The Plan (including previous versions thereof) is the only chapter 11 plan filed in each of these Chapter 11 Cases and, accordingly, satisfies section 1129(c) of the Bankruptcy Code.

JJ. Principal Purpose of the Plan – 11 U.S.C. § 1129(d).

70. As evidenced by its terms, the principal purpose of the Plan is to reorganize the Debtors, and not to avoid such obligations. Further, no Governmental Unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

KK. Not Small Business Cases – 11 U.S.C. § 1129(e).

71. None of these Chapter 11 Cases is a "small business case," as that term is defined in the Bankruptcy Code, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to the Chapter 11 Cases.

LL. Good Faith Solicitation – 11 U.S.C. § 1125(e).

72. The Debtors and each of the Released Parties and Exculpated Parties have acted fairly, in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code, and in a manner consistent with the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations in connection with all of their respective activities relating to support and Consummation of the Plan, including the negotiation, execution, and delivery of the A&R Credit Facility Documents, the Sunbelt Promissory Note, the GUC Note Documents, the Exit Intercreditor Agreement, and the Parent Capital Contribution, the solicitation and tabulation of votes on the Plan, and the activities described in section 1125 of the Bankruptcy Code, as applicable, and are entitled to the protections afforded by section 1125(e) of the

Bankruptcy Code, and solicitation of acceptances of the Plan, as applicable, are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

73. The Debtors and their Related Parties have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(g), with regard to the distribution of recoveries under the Plan and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan and this Order.

MM. Satisfaction of Confirmation Requirements.

74. Based on the foregoing, the Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

NN. Likelihood of Satisfaction of Conditions Precedent to the Effective Date.

75. Each of the conditions precedent to the Effective Date, as set forth in **Article IX.A** of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with **Article IX.B** of the Plan.

OO. Implementation.

76. All documents and agreements necessary to implement the Plan, including the Plan Supplement, and all other relevant and necessary or desirable documents have been negotiated in good faith and at arm's-length and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements, not avoidable and not in conflict with any federal, state, or foreign law. Consummation of the transactions contemplated by each such document or agreement is in the best interest of the Debtors, their Estates, and Holders of Claims. The Debtors

have exercised reasonable business judgment in determining which documents and agreements to enter into and have provided sufficient and adequate notice of such documents and agreements.

PP. Disclosure of Facts.

77. The Debtors have disclosed all material facts regarding the Plan, including with respect to the Restructuring Transactions, and the fact that each Reorganized Debtor will emerge from its Chapter 11 Case as a validly existing corporation, limited liability company, partnership, or other form, as applicable, with separate assets, liabilities, and obligations.

QQ. Good Faith.

78. The Debtors, the Released Parties, and the Exculpated Parties have been, are, and will continue to be acting in good faith within the meaning of section 1125(e) of the Bankruptcy Code if they proceed to: (a) consummate the Plan, the Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the Exit Intercreditor Agreement, the Parent Capital Contribution, and the agreements, settlements, transactions, transfers, and other actions contemplated thereby, regardless of whether such agreements, settlements, transactions, transfers, and other actions are expressly authorized by this Order; and (b) take any actions authorized and directed or contemplated by this Order.

RR. A&R Credit Facility.

79. The terms and conditions of the A&R Credit Facility and the Debtors' entry into the A&R Credit Facility Documents, including all actions, undertakings, and transactions contemplated thereby, and payment of all fees, indemnities, and expenses provided for thereunder, are essential elements of the Plan, necessary for Confirmation and Consummation of the Plan, critical to the overall success and feasibility of the Plan, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the A&R Credit Facility and have provided adequate notice

thereof. The A&R Credit Facility was negotiated in good faith and at arm's-length among the Debtors, the A&R Credit Facility Agent, the A&R Credit Facility Lenders, and any credit extended and loans made to the Reorganized Debtors by the A&R Credit Facility Lenders and any fees and expenses paid thereunder are deemed to have been extended, issued, and made in good faith and for legitimate business purposes. The execution, delivery, and performance by the Debtors or the Reorganized Debtors, as applicable, of any of the A&R Credit Facility Documents, and any agreements related thereto and compliance by the Debtors or the Reorganized Debtors, as applicable, with the terms thereof, is authorized by, and will not conflict with, the terms of the Plan or this Order.

SS. Sunbelt Promissory Note.

80. The terms and conditions of the Sunbelt Promissory Note and the Debtors' entry into the Sunbelt Promissory Note, including all actions, undertakings, and transactions contemplated thereby, are essential elements of the Plan, necessary for Confirmation and Consummation of the Plan, critical to the overall success and feasibility of the Plan, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the Sunbelt Promissory Note and have provided adequate notice thereof. The Sunbelt Promissory Note was negotiated in good faith and at arm's-length among the Debtors and Sunbelt, and the Sunbelt Promissory Note is deemed to have been extended, issued, and made in good faith and for legitimate business purposes. The execution, delivery, and performance by the Debtors or the Reorganized Debtors, as applicable, of the Sunbelt Promissory Note, and any agreements related thereto and compliance by the Debtors or the Reorganized Debtors, as applicable, with the terms thereof, is authorized by, and will not conflict with, the terms of the Plan or this Order.

TT. GUC Promissory Notes.

81. The terms and conditions of the GUC Promissory Notes and the Debtors' entry into the GUC Note Documents, including all actions, undertakings, and transactions contemplated thereby, are essential elements of the Plan, necessary for Confirmation and Consummation of the Plan, critical to the overall success and feasibility of the Plan, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the GUC Note Documents and have provided adequate notice thereof. The GUC Note Documents were negotiated in good faith and at arm's-length among the Debtors and the Committee, and the GUC Promissory Notes are deemed to have been extended, issued, and made in good faith and for legitimate business purposes. The execution, delivery, and performance by the Debtors or the Reorganized Debtors, as applicable, of any of the GUC Note Documents, and any agreements related thereto and compliance by the Debtors or the Reorganized Debtors, as applicable, with the terms thereof, is authorized by, and will not conflict with, the terms of the Plan or this Order.

UU. Exit Intercreditor Agreement

82. The terms and conditions of the Exit Intercreditor Agreement (which shall be consistent in all material respects with the terms set forth in the term sheet attached hereto as **Exhibit B**, the "**Exit ICA Term Sheet**"), and the Debtors' entry into the Exit Intercreditor Agreement, including all actions, undertakings, and transactions contemplated thereby, are essential elements of the Plan, necessary for Confirmation and Consummation of the Plan, critical to the overall success and feasibility of the Plan, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the Exit Intercreditor Agreement and have provided adequate notice thereof. The Exit ICA Term Sheet setting forth the material terms of the Exit Intercreditor

Agreement was negotiated in good faith and at arm's-length among the Debtor, the Committee, the A&R Credit Facility Agent, and Sunbelt, and the Exit Intercreditor Agreement is deemed to have been extended, issued, and made in good faith and for legitimate business purposes. The execution, delivery, and performance by the Debtors or the Reorganized Debtors, as applicable, of the Exit Intercreditor Agreement, and any agreements related thereto and compliance by the Debtors or the Reorganized Debtors, as applicable, with the terms thereof, is authorized by, and will not conflict with, the terms of the Plan or this Order.

Order

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

83. **Findings of Fact and Conclusions of Law.** The above findings of fact and conclusions of law, as well as any additional findings of fact and conclusions of law announced by the Court at the Combined Hearing, are hereby incorporated in this Order.

84. **Approval of the Disclosure Statement.** The Disclosure Statement is approved in all respects on a final basis pursuant to section 1125 of the Bankruptcy Code.

85. **Confirmation of the Plan.** The Plan, including (a) all modifications to the Plan Filed with the Court prior to or during the Combined Hearing and (b) all documents incorporated into the Plan through the Plan Supplement is approved in its entirety and **CONFIRMED** under section 1129 of the Bankruptcy Code. All terms of the Plan and the Plan Supplement are incorporated herein by reference and are an integral part of this Order. The failure to specifically include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, or any related document in this Order does not diminish or impair the effectiveness or enforceability of such article, section, or provision.

86. This Order approves the Plan Supplement, including the documents contained therein, as they may be amended through and including the Effective Date in accordance with and as permitted by the Plan. The terms of the Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference and are an integral part of this Order; *provided* that if there is any direct conflict between the terms of the Plan (including the Plan Supplement) and the terms of this Order, the terms of this Order shall control solely to the extent of such conflict.

87. **Objections Overruled.** All parties have had a full and fair opportunity to be heard on all issues raised by the objections to final approval of the Disclosure Statement and Confirmation of the Plan, and the objections have been fully and fairly litigated or resolved, including by agreed-upon provisions as set forth in this Order. All objections, responses, statements, reservations of rights, and comments in opposition, if any, to final approval of the Disclosure Statement or Confirmation of the Plan that have not been withdrawn, waived, settled, or resolved prior to the Combined Hearing or otherwise resolved on the record of the Combined Hearing or in this Order are hereby **OVERRULED** and **DENIED** on the merits, with prejudice. All objections to entry of this Order or to the relief granted herein that were not timely filed and served prior to the Objection Deadline are deemed waived and forever barred. All withdrawn objections are deemed withdrawn with prejudice.

88. **Headings.** Headings utilized herein are for convenience and reference only and do not constitute a part of the Plan or this Order for any other purpose.

89. **Plan Modifications**. The Plan includes certain modifications made after the Debtors solicited approval from Holders of Claims entitled to vote (the "**Plan Modifications**"). The Plan Modifications do not materially adversely affect the treatment of any Claim or Interest under the Plan. After giving effect to the Plan Modifications, the Plan continues to satisfy the

requirements of sections 1122 and 1123 of the Bankruptcy Code. The Debtors provided due and sufficient notice of the Plan Modifications under the circumstances. Accordingly, pursuant to section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

90. **Deemed Acceptance of Plan.** In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, Holders of Claims who voted to accept the Plan or who are conclusively presumed to accept the Plan are deemed to have accepted the Plan. No Holder of a Claim shall be permitted to change its vote as a consequence of the Plan Modifications.

91. **No Action Required.** Under the provisions of the Delaware General Corporation Law, including section 303 thereof, and the comparable provisions of the Delaware Limited Liability Company Act, the Texas Business Organizations Code (including section 101.866 thereof), section 1142(b) of the Bankruptcy Code, and any other comparable provisions under applicable law, no action of the respective directors, equity holders, managers, or members of the Debtors is required to authorize the Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan, the Restructuring Transactions, and any contract, assignment, certificate, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan.

92. **Binding Effect.** Pursuant to **Article XII.A** of the Plan, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement, and this Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all

Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests voted or are deemed to have accepted the Plan, voted or are deemed to have rejected the Plan, or failed to vote to accept or reject the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors or the Reorganized Debtors, as applicable. All Claims and Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan and this Order, regardless of whether any such Holder of a Claim or Interest has voted on the Plan. Pursuant to section 1142(a) of the Bankruptcy Code, the Plan, the Plan Supplement, and this Order shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

93. **Incorporation by Reference.** The terms and provisions of the Plan, the Plan Supplement, all other relevant and necessary documents, and each of the foregoing's schedules and exhibits are, on and after the Effective Date, incorporated herein by reference and are an integral part of this Order.

94. **Vesting of Assets in the Reorganized Debtors.** Except as otherwise provided in the Plan, this Order, or any agreement, instrument, or other document incorporated herein, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan or this Order, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

95. **Cancellation of Existing Agreements and Interests.** On the Effective Date, except with respect to the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the Parent Capital Contribution, the Zachry Interests, the Prepetition Intercreditor Agreement, the Exit Intercreditor Agreement, the GPX Settlement Documents, the GPX L/C (subject to **Article IV.B** of the Plan), the GPX Parent Guarantee (subject to **Article IV.B** of the Plan), all Employee Obligations assumed pursuant to **Article IV.L** of the Plan, all Indemnification Obligations assumed pursuant to **Article IV.M** of the Plan, and all Executory Contracts and Unexpired Leases assumed pursuant to **Article V.A** of the Plan, or to the extent otherwise provided in the Plan or this Order, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be cancelled and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect. Holders of, or parties to, such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights, distributions, and treatment provided for pursuant to the Plan.

96. Notwithstanding the preceding paragraph, any credit agreement or other instrument that governs the rights, claims, and remedies of the Holder of a Claim shall continue in full force and effect for the limited purposes of allowing Holders of Allowed Claims to receive distributions under the Plan and permitting the Reorganized Debtors and any other distribution agent, as applicable, to make distributions on account of the applicable Claims.

97. On the Effective Date, each holder of a certificate or instrument evidencing a Claim or Interest that is discharged by the Plan shall be deemed to have surrendered such certificate or

instrument in accordance with the applicable indenture or agreement that governs the rights of such holder of such Claim or Interest. Such surrendered certificate or instrument shall be deemed cancelled as set forth in, and subject to the exceptions set forth in, **Article IV.I** of the Plan.

98. **Organizational Documents.** On the Effective Date, the Reorganized Debtors shall be deemed to adopt and re-affirm the Organizational Documents without any further action, notice, or approval. The Reorganized Debtors shall be authorized to adopt any agreements, documents, and instruments, and to take any other action contemplated under the Plan as necessary to consummate the Plan. To the extent any Organizational Document is modified in connection with Consummation of the Plan, each Reorganized Debtor, as applicable, will file such Organizational Document with the applicable Secretary of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The Organizational Documents shall prohibit the issuance of non-voting Equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. After the Effective Date, each Reorganized Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents.

99. **Effectiveness of All Actions.** All actions contemplated by the Plan and the Plan Supplement are hereby effective and authorized to be taken on, prior to, or after the Effective Date, as applicable, under this Order, without further application to, or order of the Court, or further action by the respective officers, directors, managers, members, or equity holders of the Debtors or the Reorganized Debtors and with the effect that such actions had been taken by the unanimous

action, consent, approval and vote of each of such officers, directors, managers, members, or equity holders.

100. **Restructuring Transactions.** The Restructuring Transactions set forth in the Plan are hereby approved and authorized in all respects. After the Confirmation Date, the Debtors or Reorganized Debtors, the GUC Note Administrative Agent, or the GUC Note Collateral Agent, as applicable, are authorized to consummate the Restructuring Transactions and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan. Any transfers of assets or equity interests effected, or any obligations incurred through the Restructuring Transactions are hereby approved and shall not constitute fraudulent conveyances or fraudulent transfers or otherwise be subject to avoidance.

101. **Distributions.** The procedures governing distributions contained in **Article VI** of the Plan shall be, and hereby are, approved in their entirety.

102. **Contingent, Unliquidated, and Disputed Claims.** The procedures for resolving contingent, unliquidated, and disputed claims contained in **Article VII** of the Plan shall be, and hereby are, approved in their entirety. For the avoidance of doubt, no distributions shall be made on account of any Claim under the Plan, including any contingent, unliquidated, or other Disputed Claim, unless and until such Claim becomes Allowed in accordance with **Article VII** of the Plan.

103. **Claims Register.** Any Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, compromised, settled, or superseded may be adjusted or expunged on the Claims Register by the Debtors or the Reorganized Debtors without the Debtors or the Reorganized Debtors having to file an application, motion, complaint, objection, or any other legal

proceeding seeking to object to such Claim or Interest without any further notice to or action, order, or approval of the Court.

104. **A&R Credit Facility.** On the Effective Date, the Reorganized Debtors shall enter into the A&R Credit Facility, the terms of which will be set forth in the A&R Credit Facility Documents. Confirmation of the Plan pursuant to this Order shall be deemed final approval of each of the A&R Credit Facility, the A&R Credit Facility Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization for the Reorganized Debtors to enter into and execute the A&R Credit Facility Documents, and such other documents as may be required to effectuate the A&R Credit Facility. Effectiveness of the A&R Credit Agreement shall be deemed to bind all Holders of Prepetition Credit Facility Claims and all A&R Credit Facility Lenders as if each such Holder or A&R Credit Facility Lender had executed the A&R Credit Facility Agreement with appropriate authorization.

105. **Sunbelt Promissory Note.** On the Effective Date, the Reorganized Debtors shall issue the Sunbelt Promissory Note. Confirmation of the Plan pursuant to this Order shall be deemed final approval of the Sunbelt Promissory Note, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization for the Reorganized Debtors to enter into and execute the Sunbelt Promissory Note, and such other documents as may be required to effectuate the Sunbelt Promissory Note.

106. **GUC Promissory Notes.** On the Effective Date, the Reorganized Debtors shall enter into the GUC Note Documents. Confirmation of the Plan pursuant to this Order shall be

deemed final approval of each of the GUC Promissory Notes, the GUC Note Purchase Agreement, the GUC Note Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization for the Reorganized Debtors to enter into and execute the GUC Note Documents, and such other documents as may be required to effectuate the GUC Promissory Notes.

107. **Collateral**. On the Effective Date, all of the Liens and security interests to be granted in accordance with the A&R Credit Facility Documents, Sunbelt Promissory Note, and GUC Note Documents shall: (a) be deemed to be granted; (b) be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the A&R Credit Facility Documents, the Sunbelt Promissory Note, the GUC Note Documents, and the Exit Intercreditor Agreement, as applicable; (c) be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the A&R Credit Facility Documents, the Sunbelt Promissory Note, the GUC Note Documents, and the Exit Intercreditor Agreement, as applicable; and (d) not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Order (it being understood that perfection shall occur automatically by virtue of the entry

of the Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

108. **Zachry Interests.** On the Effective Date, Zachry Interests shall be Reinstated on the Effective Date, and the legal, equitable, and contractual rights to which Holders of Zachry Interests are entitled shall remain unaltered as provided in the Organizational Documents.

109. **Effectuating Documents; Further Transactions.** On and after the Effective Date, the Reorganized Debtors, and their respective officers and boards of directors and managers, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan the name of and on behalf of the Reorganized Debtors without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

110. **Non-Voting Equity Securities**. The Debtors are not issuing new equity securities, and all Interests are not impaired and are being Reinstated under the Plan, thereby satisfying section 1123(a)(6) of the Bankruptcy Code.

111. **Compromise of Controversies.** In consideration for the distributions and other benefits, including releases, provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims, Interests, and controversies resolved under the Plan, including with respect to General Unsecured Claims and GPX Claims as set forth in the Plan, and the entry of this Order constitutes approval of such compromises and settlements under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019.

112. **GPX Settlement.** This Court approved the GPX Settlement on a final basis in the GPX Final Settlement Order. The terms of the GPX Settlement, as approved by the GPX Final Settlement Order, are incorporated into, and are an integral part of, the Plan and this Order. The GPX Settlement Parties shall comply with the terms of the GPX Settlement Documents through and following the Effective Date, and the terms of the GPX Settlement and the GPX Settlement Documents remain binding on the GPX Settlement Parties and, as applicable, the A&R Credit Facility Agent and A&R Credit Facility Lenders.

113. **GPX Excess Claims Stipulation.** The terms of the GPX Excess Claims Stipulation are fair, equitable, within the range of reasonableness, and in the best interests of the Debtors, their Estates, and all vendors and subcontractors asserting Claims related to the GPX Project. Entry of this Order shall constitute the entry of an order approving the GPX Excess Claims Stipulation, and each term and agreement set forth therein in their entirety, under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019. The GPX Excess Claims Stipulation, including each paragraph therein, is incorporated by reference into this paragraph and Order as if set forth fully herein, and is an integral part of the Plan and this Order.

114. For the avoidance of doubt, and as set forth in the GPX Excess Claims Stipulation, (i) the Debtors and Golden Pass shall not seek recovery from each other on account of any potential claims related to the GPX Project other than as set forth in the GPX Excess Claims Stipulation; (ii) the Debtors have no payment obligations, liability, or any other responsibility with respect to any GPX Claims identified on Schedule 1 to the GPX Excess Claims Stipulation or any Payable GPX Claims (as defined in the GPX Excess Claims Stipulation) identified on Schedule 2, Schedule 3, or Schedule 4 to the GPX Excess Claims Stipulation, except to the extent any GPX Claim not listed on the Schedules to the GPX Excess Claims Stipulation becomes an Allowed

Claim or is Allowed in an amount higher than the amounts set forth on the Schedules through the Debtors' proof of claim resolution process in the Court, in which case the Debtors shall resolve and satisfy such Claims (in the amount that is higher than the amount in the Schedules, if any) pursuant to the terms of the Plan; (iii) Golden Pass has no further liability, obligation, or responsibility whatsoever under the GPX Settlement or any applicable agreement or law with respect to any Claims filed or scheduled in the Debtors' bankruptcy cases, including without limitation, any Allowed Claims, other than the Payable GPX Claims in the amounts identified on Schedule 2, Schedule 3; and Schedule 4 to the GPX Excess Claims Stipulation; (iv) other than the Payable GPX Claims, all GPX Claims have been resolved and satisfied as of entry of this Order and are subject to each of the release, discharge, and injunctive relief provisions in the Plan, including as set forth in **Articles IV** and **VIII** of the Plan, and Golden Pass shall have no further liability, obligation, or responsibility whatsoever with respect to such claims; (v) upon Golden Pass's payment of the Payable GPX Claims in the amounts set forth in Schedule 2, Schedule 3, and Schedule 4 to the GPX Excess Claims Stipulation, the Payable GPX Claims will be deemed fully satisfied and subject to each of the release, discharge, and injunctive relief provisions in the Plan, including as set forth in **Articles IV** and **VIII** of the Plan, and Golden Pass shall have no further liability, obligation, or responsibility whatsoever with respect to such claims; (vi) Chiyoda, CB&I, and the current Chiyoda-CB&I joint venture on the GPX Project ("**CCJV-GPX**") shall have no further liability, obligation, or responsibility whatsoever with respect to GPX Claims satisfied by Golden Pass; and (vii) all release, discharge, and injunctive relief provisions in the Plan related to GPX Claims are approved as set forth herein and the Plan for the benefit of the Debtors, Golden Pass, and their Related Parties.

115. Consistent with the terms of the GPX Excess Claims Stipulation, upon entry of this Order and occurrence of the Effective Date of the Plan that incorporates, approves, and implements the stipulations and schedules of the GPX Excess Claims Stipulation, the GPX L/C and Parent Guarantee (as defined in the GPX Settlement Term Sheet) shall be deemed automatically reduced to the amount of the GPX L/C Scheduled Draws *less* the amount of the February 1, 2025 GPX L/C Scheduled Draw already paid by the Debtors in Cash pursuant to that certain letter agreement dated January 31, 2025, without any further notice to or action, order, or approval by any Entity or this Court. The Reorganized Debtors may pay any future GPX L/C Scheduled Draws in Cash subject to the terms of the GPX Excess Claims Stipulation. The Reorganized Debtors shall pay the Excess Claims Amount (as defined in the GPX Excess Claims Stipulation) in Cash on or before August 1, 2026, which shall be an obligation solely of the Debtors (and their successors) and no other party. The Reorganized Debtors, Golden Pass, and the Prepetition Credit Facility Agent are authorized to execute all agreements and other documents, and to take any other ministerial actions, as may be necessary to effectuate the terms of this paragraph. Notwithstanding anything to the contrary herein or in any A&R Credit Facility Documents, the terms of the GPX Settlement with respect to the GPX L/C are modified solely as expressly set forth in the GPX Excess Claims Stipulation and incorporated in this paragraph.

116. Notwithstanding anything to the contrary in this Order, the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Transactions, or other related Plan documents (the "**Plan Documents**"), the terms of the GPX Excess Claims Stipulation shall not impair or affect any rights of and between Golden Pass, Chiyoda, CB&I, or the CCJV-GPX unrelated to GPX Claims satisfied, released, or otherwise resolved by the GPX Settlement, the GPX Excess Claims Stipulation, or the Plan.

117. For the avoidance of doubt, Golden Pass is not a Releasing Party under the Plan other than with respect to the Debtors and the Debtors' Related Parties consistent with the GPX Settlement.

118. **Release, Exculpation, Discharge, Injunction, and Related Provisions.** The release, exculpation, discharge, injunction, and related provisions embodied in the Plan, including those contained in **Article VIII.A–H** of the Plan shall be, and hereby are, approved and authorized in their entirety and shall be effective and binding on all Persons and Entities, to the extent provided in the Plan, without further order or action by the Court.

119. **Debtor Release.** Entry of this Order shall constitute the Court's approval of the Debtor Release, including by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Court's finding that the Debtor Release is: (a) consensual on the part of the Releasing Parties; (b) essential to the Confirmation of the Plan; (c) given in exchange for good and valuable consideration provided by the Released Parties, including the payment in full of all General Unsecured Claims pursuant to the terms of the Plan; (d) a good-faith settlement and compromise of the Claims and Causes of Action released by the Debtor Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Debtor Releasing Parties asserting any Claim or Cause of Action released pursuant to the Debtor Release against a Released Party.

120. Notwithstanding anything to the contrary in **Article VIII.C** of the Plan, the Debtors shall maintain all rights to object to Filed Claims and shall not release any claims or Causes of Action (i) identified on the Schedule of Retained Causes of Action, or (ii) related to the GPX Settlement that are preserved by the GPX Settlement Documents, the GPX Settlement Dispute

Opinion, or the GPX Settlement Dispute Order. Upon entry of this Order, any and all such rights, claims, and Causes of Action set forth in this paragraph 120 and **Article VIII.C** shall be fully preserved and revest in the Reorganized Debtors pursuant to the Plan and this Order.

121. **Third-Party Release.** Entry of this Order shall constitute the Court's approval of the Third-Party Release, including by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Court's finding that the Third-Party Release is: (a) consensual on the part of the Releasing Parties; (b) essential to the Confirmation of the Plan; (c) given in exchange for good and valuable consideration provided by the Released Parties, including the payment in full of all General Unsecured Claims pursuant to the terms of the Plan; (d) a good-faith settlement and compromise of the Claims and Causes of Action released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action against a Released Party.

122. **Treatment of Executory Contracts and Unexpired Leases.** Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, the Plan provides for the assumption or rejection of certain Executory Contracts and Unexpired Leases. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in **Article V** of the Plan are hereby approved in their entirety. The Debtors' determinations regarding the assumption or rejection of Executory Contracts and Unexpired Leases are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Plan and are in the best interests of the Debtors, their Estates, Holders of Claims or Interests, and other parties in interest in these Chapter 11 Cases.

123. **Assumption and Assignment of Contracts and Leases.** On the Effective Date, each Executory Contract and Unexpired Lease shall be deemed assumed, unless such Executory Contract and Unexpired Lease: (1) is identified on the Rejection List; (2) previously expired or terminated pursuant to its own terms; (3) was previously assumed or rejected by the Debtors, including pursuant to the GPX Settlement; (4) is the subject of a motion or notice to reject pending as of the Effective Date; or (5) has an effective date of rejection that is after the Effective Date., without the need for any further notice to or action, order, or approval of the Court, under section 365 of the Bankruptcy Code and the payment of Cure Claims, if any, shall be paid in accordance with **Article V.C** of the Plan. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. Except as otherwise provided in the Plan or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all amendments, assignments, attachments, change orders, confidentiality agreements, exhibits, extensions, guaranties, hold harmless agreements, modifications, restatements, revisions, schedules, side letters, supplements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Amendments, assignments, attachments, change orders, confidentiality agreements, exhibits, extensions, guaranties, hold harmless agreements, modifications, restatements, revisions, schedules, side letters, and supplements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

124. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in **Article V** of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption and assignment, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety. For the avoidance of doubt, if there is any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, and if such dispute is not resolved in a manner acceptable to the Reorganized Debtors in their sole discretion, the Reorganized Debtors shall have the right to add the applicable Executory Contract or Unexpired Lease to the Rejection List, in which case such Executory Contract or Unexpired Lease shall be deemed rejected as of the Effective Date and no Cure Claim shall be owed in respect of such Executory Contract or Unexpired Lease. The Reorganized Debtors may determine to add an Executory Contract or Unexpired List to the Rejection List pursuant to this paragraph before or after the Court rules on any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption. Following the resolution of any dispute regarding any Cure Claim, provided that the Reorganized Debtors do not elect to add the applicable Executory Contract or Unexpired Lease to the Rejection List, payment of the Cure Claim shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute or as may be agreed by the Reorganized Debtors and the counterparty to the Executory Contract or Unexpired Lease.

125. Nothing in this Order or in any notice or any other document is or shall be deemed an admission by the Debtor or Reorganized Debtors that any assumed contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code.

126. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure Claim pursuant to **Article V.C** of the Plan shall result in the full release and satisfaction of any Cure Claims, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to this Order, and for which any Cure Claim has been fully paid pursuant to **Article V.C** of the Plan, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Court.

127. All Claims for damages resulting from the rejection of an Executory Contract or Unexpired Lease shall be asserted in accordance with **Article V.B** of the Plan and shall be treated as General Unsecured Claims pursuant to **Article III.C** of the Plan and may be objected to in accordance with the provisions of **Article VII** of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules. The Reorganized Debtors shall reconcile all Claims for damages resulting from the rejection of an Executory Contract or Unexpired Lease after the deadline to file such Claims has expired, and may object to any such Claims as set forth in the Plan.

128. **Deferred Compensation Plan and Other Employee Obligations.** Subject to **Article V** of the Plan, all written employment, confidentiality, non-competition agreements, bonus, gainshare and incentive programs, discretionary bonus plans or variable incentive plans regarding payment of a percentage of annual salary based on performance goals and financial targets for certain employees, vacation, holiday pay, severance, retirement, retention, supplemental retirement, executive retirement, pension, deferred compensation (including the Deferred Compensation Plan), indemnification, other similar employee-related agreements or arrangements, retirement income plans, medical, dental, vision, life and disability insurance, flexible spending account, and other health and welfare benefit plans, programs, and arrangements, and collective bargaining agreements that are in effect immediately prior to the Effective Date with the Debtors, shall be assumed by the Debtors and shall remain in place as of the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date, unless otherwise: (i) provided in the Plan or this Order, (ii) specifically rejected pursuant to a separate order of this Court, (iii) specifically designated as a contract or lease to be rejected on the Rejection List, or (iv) specifically identified in a separate rejection motion Filed by the Debtors. For the avoidance of doubt, the Debtors' assumption of all obligations related to the Deferred Compensation Plan shall include any amounts due and owing to participants that have accrued under the Deferred Compensation Plan following the Petition Date.

129. The Debtors' assumption of such compensation and benefits plans, including the Deferred Compensation Plan, pursuant to the terms of this Plan shall be deemed not to trigger any applicable change of control, immediate vesting, termination, or similar provisions in any applicable plan or program, or an event of "Good Reason" (or a term of like import), in each case

as a result of the consummation of the Restructuring Transactions. No counterparty shall have rights under a compensation and benefit plan or program, including the Deferred Compensation Plan, assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

130. Nothing in the Plan or this Order shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs, and plans. For the avoidance of doubt, pursuant to section 1129(a)(13) of the Bankruptcy Code, as of the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable orders of this Court and applicable law.

131. **Indemnification.** All indemnification provisions in place as of the Effective Date (whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, limited partnership agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for (each in their capacities as such) the current and former members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, financial advisors, restructuring advisors, consultants, other professionals of, or acting on behalf of, the Debtors, and the Sureties, as applicable, shall be Reinstated and remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, other professionals of, or acting on behalf of, the Debtors, and the Sureties, as provided under the indemnification obligations in place prior to the Effective Date*; provided, however,* nothing in the Plan or this Order shall expand any of the Debtors' indemnification obligations in place as of the Petition Date.

132. **Compliance with Tax Requirements.** Each Holder of an Allowed Claim or Interests that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. In connection with the Plan, to the extent applicable, the Debtors, the Reorganized Debtors, the Distribution Agent, and any applicable withholding agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, the Reorganized Debtors, the Distribution Agent, and any applicable withholding agent, as applicable, are authorized to take all actions necessary or appropriate to comply with applicable withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors and the Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and similar spousal awards, Liens, and encumbrances.

133. **Exemption from Transfer Taxes and Recording Fees.** To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the

creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for any or all of the A&R Credit Facility; (6) the issuance of the GUC Promissory Notes; (7) the issuance of the Sunbelt Promissory Note; or (8) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

134. **Documents, Mortgages, and Instruments.** Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept any and all documents,

mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the Plan, including the Restructuring Transactions, and this Order.

135. **Plan Supplement.** Without further order or authorization of this Court, the Debtors, Reorganized Debtors, and their successors are authorized and empowered to make all modifications to all documents included as part of the Plan Supplement that are consistent with the Plan, unless such modifications require relief under section 1127 of the Bankruptcy Code. Execution versions of the documents comprising or contemplated by the Plan Supplement shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all mortgages, Liens, deeds of trust, pledges, and security interests purported to be created thereby.

136. **Professional Compensation.** All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount the Court allows as soon as practicable after such Professional Fee Claims are Allowed.

137. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Court.

138. **Exemption from Securities Laws.** To the extent applicable, the offer, sale, issuance, and distribution of the A&R Credit Facility, GUC Promissory Notes, and Sunbelt Promissory Note shall be exempt pursuant to section 1145 of the Bankruptcy Code from registration under the Securities Act, and the instruments shall be freely transferable and resaleable by non-affiliates of the Debtors and Reorganized Debtors, subject to any contractual limitations or restrictions under applicable non-bankruptcy law.

139. **Restructuring Expenses.** The Claims for Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date (or, with respect to necessary post-Effective Date matters, after the Effective Date), shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth herein, without any requirement to File a fee application with the Court, without the need for itemized time detail, or without any requirement for Court review or approval. All Claims for Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. On the Effective Date, invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. After the Effective Date, the Debtors and Reorganized Debtors (as applicable) shall continue to pay when due and payable in the ordinary course of their business any unpaid Restructuring Expenses that were incurred on, before, or after the Effective Date.

140. **Term of Injunctions or Stays.** Unless otherwise provided in the Plan or in this Order, all injunctions or stays arising under or entered during these Chapter 11 Cases under

sections 105 and 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

141. **Nonseverability of Plan Provisions Upon Confirmation.** Each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' or Reorganized Debtors' consent, as applicable; and (c) non-severable and mutually dependent.

142. **Post-Confirmation Modifications.** Without the need for further order or authorization of the Court, the Debtors or the Reorganized Debtors, as applicable, are authorized and empowered to make any and all modifications to any and all documents that are necessary to effectuate the Plan that do not materially modify the terms of such documents and are consistent with the Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors and the Reorganized Debtors expressly reserve their respective rights to revoke or withdraw, or to alter, amend, or modify materially the Plan with respect to such Debtor, one or more times after Confirmation, and, to the extent necessary, may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Order, in such manner as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with **Article X.A** of the Plan.

143. **Notice of Entry of Confirmation and Effective Date.** In accordance with Bankruptcy Rules 2002 and 3020(c), no later than seven (7) Business Days after the Effective Date, the Reorganized Debtors shall file with the Court and serve by email and first class mail or overnight delivery service a notice of the entry of this Order and occurrence of the Effective Date (the "**Effective Date Notice**") on all Holders of Claims and/or Interests and to all parties on the *Master Service List* maintained by the Claims and Noticing Agent. Notwithstanding the above, no Effective Date Notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed notice of the Combined Hearing, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. Mailing of the Effective Date Notice in the time and manner set forth in this paragraph shall be good, adequate, and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c). No further notice of Confirmation of the Plan and the occurrence of the Effective Date will be necessary.

144. **Applicable Non-Bankruptcy Law.** The provisions of this Order, the Plan, and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

145. **Governmental Approvals Not Required.** This Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state, federal, or other governmental authority with respect to the dissemination, implementation, or Consummation of the Plan and the Disclosure Statement, any certifications, documents, instruments, agreements,

amendments, or modifications related thereto, and any other acts referred to in, or contemplated by, the Plan, Plan Supplement, or Disclosure Statement.

146. **Reporting.** Except as otherwise required under the A&R Credit Facility Documents, the Sunbelt Promissory Note, or the GUC Note Documents, after entry of this Order, the Debtors or Reorganized Debtors, as applicable, shall have no obligation to file with the Court, serve on any parties, or otherwise provide any party with any other report that the Debtors or Reorganized Debtors, as applicable, were obligated to provide under the Bankruptcy Code or any order of the Court, including obligations to provide (a) any reports to any parties otherwise required under the "first" and "second" day orders entered in these Chapter 11 Cases and (b) monthly operating reports (even for those periods for which a monthly operating report was not filed before the Confirmation Date, if any); *provided* that the Debtors and Reorganized Debtors, as applicable, shall comply with the U.S. Trustee's post-confirmation quarterly reporting requirements prior to the closure of the applicable Chapter 11 Case.

147. **Termination of Challenge Period.** The Challenge Period (as defined in the Cash Collateral Order) for all parties in interest is terminated as of the Effective Date, and the stipulations, admissions, findings, and releases contained in the Cash Collateral Order shall be binding on the Debtors' estates and all parties in interest.

148. **Authorization to Consummate.** The Debtors and the Reorganized Debtors, as applicable, are authorized to consummate the Plan after the entry of this Order subject to satisfaction or waiver of the conditions precedent to Consummation set forth in **Article IX** of the Plan.

149. **Substantial Consummation.** Consummation of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

150. **Failure of Consummation.** Notwithstanding entry of this Order, if Consummation does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by the Debtors or by Holders of Claims or Interests; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity, respectively.

151. **Reservation of Rights.** Except as expressly set forth in the Plan, the Plan shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to any Entity unless and until the Effective Date has occurred.

152. **References to and Omissions of Plan Provisions.** References to articles, sections, and provisions of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, or provision of the Plan in this Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Court that the Plan be confirmed in its entirety, except as expressly modified herein, and incorporated herein by reference.

153. **Provisions Regarding Governmental Units**. Nothing in the Plan or this Order discharges, releases, precludes, or enjoins: (a) any liability to any Governmental Unit that is not a Claim; (b) any Claim of a Governmental Unit arising on or after the Confirmation Date; (c) any

police or regulatory liability to a Governmental Unit on the part of any Entity as the owner, permittee, or operator of property after the Confirmation Date; (d) any valid right of setoff or recoupment of any Governmental Unit against any of the Debtors or Reorganized Debtors; or (e) any liability to a Governmental Unit on the part of any Person or Entity other than the Debtors or Reorganized Debtors. Nor shall anything in the Plan or this Order: (a) enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence; (b) divest any court, commission, or tribunal of jurisdiction to resolve any matters relating to the liabilities and/or Claims set forth in this paragraph; (c) confer in this Court jurisdiction over any matter over which it would not have jurisdiction under 28 U.S.C. § 1334; or (d) authorize the transfer or assignment of any Governmental Unit license, permit, registration, authorization, or approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order or the Plan shall affect any setoff or recoupment rights of any Governmental Unit. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or the Plan or to adjudicate any defense asserted under this Order or the Plan. The Debtors' and Reorganized Debtors' rights and defenses under applicable non-bankruptcy law with respect to the foregoing are fully preserved. For the avoidance of doubt, the term "Governmental Unit" includes federally recognized Indian tribes and applicable state taxing authorities.

154. **Provisions Regarding Texas State Taxing Authorities.** Notwithstanding anything to the contrary in the Plan Documents:

a. The Claims of the Texas Comptroller of Public Accounts, Revenue Accounting Division and the Texas Workforce Commission (together, the "**Texas State Taxing Authorities**") shall be reconciled by the Reorganized Debtors and the Texas State Taxing Authorities in the ordinary course of

business following the Effective Date. Once any Claim by the Texas State Taxing Authorities becomes an Allowed Claim under the Plan, the Reorganized Debtors shall pay such Allowed Claim as an Other Priority Claim, along with all accrued state statutory post-petition interest to the extent owed under applicable state law, within 10 days of such Allowance.

b. The setoff or recoupment rights of the Texas State Taxing Authorities shall not be affected by confirmation of the Plan to the extent that such rights relate to (1) a tax refund claim asserted after the Petition Date by any of the Debtors, or (2) a tax return amended after the Petition Date by any of the Debtors. Any setoff or recoupment right of the Texas State Taxing Authorities as of the Petition Date shall not be affected by confirmation if a Proof of Claim or motion filed by the Texas State Taxing Authorities has asserted such right.

c. Should a Debtor or Reorganized Debtor, as applicable, default on a payment to a Texas State Taxing Authority under the terms of the Plan or this Order, the applicable Texas State Taxing Authority shall provide the Debtors or Reorganized Debtors and counsel of record with written notice of default mailed and emailed per **Article XII.H** of the Plan. The Debtors or Reorganized Debtors, as applicable, shall have twenty-one (21) days from the date of the notice of default to cure the default, with failure to do so to result in the applicable Texas State Taxing Authority being free to pursue its state law remedies under the Texas Property Tax Code to collect the full amount of taxes, penalties, and interest owed without further order of the Court or notice to parties.

155. **Provisions Regarding Texas Local Taxing Authorities**. Notwithstanding anything to the contrary in the Plan Documents, the claims of the Texas Local Taxing Authorities[3] shall be paid in full, along with all accrued state statutory post-petition interest at the rate of twelve

[3] For purposes of this Order, the term "**Texas Local Taxing Authorities**" shall refer to: Randall County Tax Office, Parmer County Appraisal District, Pasadena Independent School District, West Harris County Municipal Utility District, Alief Independent School District, Brazoria County Tax Office, City of Houston, Channelview Independent School District, Harris County Municipal Utility District 285, Maverick County, Sabine Pass Independent School District, Brazos County, Medina County, Bexar County, Cypress-Fairbanks Independent School District, Deer Park Independent School District, Eagle Pass Independent School District, Fort Bend County, Harris County Emergency Service District #09, Harris County Emergency Service District #48, Harris County Emergency Service District #60, City of Houston (where represented by Linebarger), Houston Community College System, Houston Independent School District, Jefferson County, Katy Independent School District, Kenedy County, Kleberg County, Lone Star College System, Orange County, Nueces County and City of Pasadena.

percent (12%) per annum to the extent owed under applicable state law, within 10 days of the Effective Date. The Debtors or Reorganized Debtors shall pay all post-petition ad valorem tax liabilities (tax year 2025 and subsequent tax years) owing to the Texas Local Taxing Authorities in the ordinary course of business as such tax debt comes due and prior to said ad valorem taxes becoming delinquent without the need of the Texas Local Taxing Authorities to file an administrative expense claim and/or request for payment. The Texas Local Taxing Authorities shall retain all statutory tax liens against property of the Debtors or Reorganized Debtors, whether pre- or post-petition, until such outstanding taxes secured by a particular lien are fully paid. The Texas Local Taxing Authorities' lien priority shall not be primed or subordinated by any exit financing approved by the Court in conjunction with the confirmation of the Plan or otherwise. In the event that collateral that secures the claim of one or more of the Texas Local Taxing Authorities is sold or returned to a creditor holding a lien that is junior to that of the Texas Local Taxing Authorities, the Debtors shall first pay all ad valorem property taxes that are secured by such collateral, to the extent that the Debtors are liable for such ad valorem property taxes under applicable non-bankruptcy law. The Distribution Agent shall pay any Allowed Texas Local Taxing Authority claim regardless of whether it does not meet any minimum threshold established pursuant to the Plan or this Order.

156. Should a Debtor or Reorganized Debtor default on a payment to a Texas Local Taxing Authority under the terms of the Plan or this Order, the applicable Texas Local Taxing Authority shall provide the Debtors or Reorganized Debtors and counsel of record with written notice of default mailed and emailed per **Article XII.H** of the Plan. The Debtors or Reorganized Debtors shall have twenty-one (21) days from the date of the notice of default to cure the default, with failure to do so shall allow the applicable Texas Local Taxing Authority being free to pursue

its state law remedies under the Texas Property Tax Code to collect the full amount of taxes, penalties, and interest owed without further order of the Court or notice to parties.

157. **Provisions Regarding CPChem.** Notwithstanding anything to the contrary in the Plan Documents: (i) on the Effective Date, the Reorganized Debtors shall be deemed to have assumed: (a) the Master Agreement for Products and Services Maintenance Agreement, Contract No. CW64524, by and between Zachry Maintenance Services LLC and Chevron Phillips Chemical Company LP ("**CPChem**"), effective July 1, 2023 (as amended, modified or restated from time to time, together with all attachments, exhibits, and ancillary documents, the "**CPChem MSA**"); (b) the Blanket Contract for Engineering Design, Procurement and Construction Services, Contract No. CPC-34116, by and between ZII (with other Zachry contractors also a party through permissible affiliation with ZII) and CPChem, effective October 1, 2020; (c) the Modified Blanket Services Agreement, Contract No. 4600006406, by and between JV Industrial Companies LLC and CPChem, effective April 11, 2006; (d) the OSBL Engineering, Procurement, and Construction Contract, Contract No. USGCII-CNCN-000E4, by and between GTPC, ZII, and Burns & McDonnell Engineering Company, Inc. dated June 28, 2022, (as amended, modified or restated from time to time, together with all attachments, exhibits, and ancillary documents); (e) the Polyethylene Engineering, Procurement and Construction Contract, Contract No. USGCII-CNCN-000E1, by and between GTPC, ZII, and DL USA, Inc., dated July 7, 2022 (as amended, modified, or restated from time to time, together with all attachments, exhibits, and ancillary documents); and (f) the Blanket Service Agreement, Contract No. 4600005747, effective October 23, 2008, to the extent not superseded by the CPChem MSA; and (g) any active or open purchase order submitted by CPChem to the Debtors under the foregoing agreements (collectively, (a)-(g), the "**CPChem Agreements**"), pursuant to sections 105 and 365(a) of the Bankruptcy Code, without

the need for any further notice, action, order, or approval of the Court; (ii) no Cure Claim in Cash shall be paid to CPChem by the Reorganized Debtors on the Effective Date; (iii) assumption of the CPChem Agreements and Consummation of the Plan shall not alter, impair or otherwise modify the rights and obligations of the parties to the CPChem Agreements, including in respect of any claims of the Debtors, the Reorganized Debtors, CPChem, or their respective Affiliates, as applicable, arising at any time under or in relation to the CPChem Agreements, whether such claims are liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, now existing or hereinafter arising; (iv) notwithstanding the commencement of the Chapter 11 Cases and confirmation of the Plan, all obligations of the Debtors, the Reorganized Debtors, and CPChem under the CPChem Agreements shall be satisfied by the Debtors, the Reorganized Debtors, and CPChem, as applicable, in the normal course of business in accordance with the terms of the CPChem Agreements, including, for the avoidance of doubt, any contingent and unliquidated obligations of the Debtors and Reorganized Debtors validly owed to CPChem under the CPChem Agreements; and (v) CPChem is hereby deemed, as of the Effective Date, to have affirmatively opted out of the Third-Party Release provisions of the Plan. For the avoidance of doubt, references to CPChem herein shall refer to both Chevron Phillips Chemical Company, LLC as well as Chevron Phillips Chemical Company, LP.

158. **Provisions Regarding GTPC**. Notwithstanding anything to the contrary in Plan Documents, on the Effective Date: (i) the Reorganized Debtors shall be deemed to have assumed (a) the Engineering, Procurement and Construction Contract dated June 28, 2022 (as amended, modified or restated from time to time, together with all attachments, exhibits and ancillary documents), between Golden Triangle Polymers Company LLC ("**GTPC**"), ZII, and Burns &

McDonnell Engineering Company, Inc.; (b) the Engineering, Procurement and Construction Contract dated July 7, 2022 (as amended, modified or restated from time to time, together with all attachments, exhibits and ancillary documents), between GTPC, ZII, and DL USA, Inc.; (c) the Parent Guarantee dated as of June 28, 2022 made by ZHI in favor of GTPC; and (d) the Parent Guarantee dated as of September 29, 2022 made by ZHI in favor of GTPC (collectively, (a)-(d), the "**GTPC EPC Contracts**"), pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice, action, order, or approval of the Court; (ii) no Cure Claim in Cash shall be paid to GTPC by the Reorganized Debtors on the Effective Date; (iii) notwithstanding the forgoing, assumption of the GTPC EPC Contracts and Consummation of the Plan shall not alter, impair or otherwise modify the rights and obligations of the parties to the GTPC EPC Contracts, including in respect of any claims of the Debtors, the Reorganized Debtors, GTPC, or their respective Affiliates, as applicable, arising at any time under or in relation to the GTPC EPC Contracts, whether such claims are liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, now existing or hereinafter arising; (iv) notwithstanding the commencement of the Chapter 11 Cases and confirmation of the Plan, all obligations of the Debtors, the Reorganized Debtors, and GTPC under the GTPC EPC Contracts shall be satisfied by the Debtors, the Reorganized Debtors, and GTPC, as applicable, in the normal course of business in accordance with the terms of the GTPC EPC Contracts, including, for the avoidance of doubt, any contingent and unliquidated obligations of the Debtors and Reorganized Debtors validly owed to GTPC under the GTPC EPC Contracts; and (v) as an administrative matter, GTPC is hereby deemed, as of the Effective Date and without any further action, notice, or order by any party or this Court, to have

(x) withdrawn Claim Nos. 1284 and 1285 as duplicative of Claim Nos. 1242 and 1243 (which shall remain pending) and (y) affirmatively opted out of the Third-Party Release provisions of the Plan.

159. **Provisions regarding VGPL**. Notwithstanding any other provisions of the Plan, the Plan Supplement, this Order, or any other order of this Court, on the Effective Date, all rights and obligations that have arisen and/or may arise at law related to: (a) those certain guaranties entered into by ZHI for the benefit of Venture Global Plaquemines LNG, LLC ("**VGPL**"), dated as of April 21, 2021 and January 10, 2023 (together, the "**VGPL Guaranties**"), and any other agreements setting forth the parties' respective rights and obligations under the VGPL Guaranties, (collectively, the "**VGPL Guaranty Obligations**"); (b) that certain standby letter of credit No. 777020221583-L, dated as of March 17, 2023, and that certain standby letter of credit No. 777020244050-L, dated as of March 20, 2023, each issued by Standard Chartered Bank on behalf of KZJV LLC in favor of VGPL (together, the "**VGPL Performance Bonds**"); (c) that certain payment bond No. 107261759 (Travelers), K40530423 (Pacific), 30108502 (Continental), dated as of May 25, 2022, issued by Travelers Casualty and Surety Company, Pacific Indemnity Company, and Continental Casualty Company, and that certain payment bond No. 107652660 (Travelers), K40530484 (Pacific), 30161481 (Western), dated as of March 13, 2023, issued by Travelers Casualty and Surety Company, Pacific Indemnity Company, and Western Surety Company, each on behalf of KZJV LLC in favor of VGPL (together, the "**VGPL Payment Bonds**"); (d) any other agreements setting forth the parties' respective rights and obligations with respect to the VGPL Performance Bonds and VGPL Payment Bonds (such agreements, together with the VGPL Performance Bonds and the VGPL Payment Bonds, the "**VGPL Surety Bond Obligations**"); and (e) that certain Second Amended and Restated Engineering, Procurement and Construction Agreement, entered into as of January 7, 2022, and that certain Engineering,

Procurement and Construction Agreement, entered into as of January 10, 2023 (as amended together, the "**PLNG EPC Contracts**") with KZJV LLC, and any other agreements setting forth the parties' respective rights and obligations under the PLNG EPC Contracts (collectively, the "**PLNG EPC Contracts Obligations**"), shall all continue in full force and effect in accordance with the terms thereof and applicable non-bankruptcy law and are not discharged, enjoined, impaired, released or otherwise modified in any way. For the avoidance of doubt, nothing in the Plan or this Order, including, without limitation, any exculpation, release, injunction, exclusions, and discharge provisions of the Plan contained in **Article VIII** of the Plan or otherwise, shall bar, alter, limit, impair, release, modify, enlarge, or enjoin any VGPL Guaranty Obligations, any VGPL Surety Bond Obligations, PLNG EPC Contracts Obligations and/or any rights, claims, actions or defenses, or other matters to which VGPL is entitled under such VGPL Guaranty Obligations, VGPL Surety Bond Obligations, or PLNG EPC Contracts Obligations at law, in equity, or otherwise. The VGPL Guaranties, the VGPL Payment Bonds, the VGPL Performance Bonds, the PLNG EPC Contracts, and all VGPL Guaranty Obligations, VGPL Surety Bond Obligations, PLNG EPC Contracts Obligations, and any rights, claims, actions or defenses, or other matters to which the Reorganized Debtors or VGPL are entitled under such agreements or obligations, at law, in equity, or otherwise, shall be reinstated and/or retained by the Reorganized Debtors and VGPL, as applicable, in the ordinary course of business as if the Chapter 11 Cases had not been commenced. Nothing in the Plan or this paragraph shall affect in any way VGPL's rights against any non-Debtor under the VGPL Guaranties, VGPL Payment Bonds, VGPL Performance Bonds, PLNG EPC Contracts, or otherwise with regard to the VGPL Guaranty Obligations, VGPL Surety Bond Obligations, and PLNG EPC Contracts Obligations. Subject to **Article VIII** of the Plan, nothing in this paragraph shall affect in any way any non-Debtor's rights against VGPL under the

VGPL Guaranties, VGPL Payment Bonds, VGPL Performance Bonds, PLNG EPC Contracts, or otherwise with regard to the VGPL Guaranty Obligations, VGPL Surety Bond Obligations, and PLNG EPC Contracts Obligations.

160. **OPPD Reservation of Rights.** Notwithstanding anything to the contrary in the Plan Documents: (i) nothing contained in the Plan Documents shall operate to release, discharge, impair, or enjoin any rights, obligations, Claims, Causes of Action, defenses, or remedies of Omaha Public Power District ("**OPPD**"), the Debtors, or the Reorganized Debtors, as applicable, against the Debtors, Reorganized Debtors, OPPD, or any Person, as applicable, accruing before, on, or after the Effective Date as it relates to that certain *Engineer, Procure, and Construct Contract for Omaha Public Power District Standing Bear Lake and Turtle Creek Generating Stations* (Contract No. 263406) dated September 21, 2021, as amended by those certain *Amendment No. 1 and Amendment No. 2 to Engineer, Procure, and Construct Contract for Omaha Public Power District Standing Bear Lake and Turtle Creek Generating Stations* (Contract No. 263406) dated August 13, 2024 (together with all amendments, exhibits, schedules, and ancillary agreements and documents thereto, the "**OPPD Contract**"), or the adversary proceeding, pending before the Court at Adversary Number 25-03025; (ii) all parties' rights, remedies, and obligations under the OPPD Contract are explicitly preserved, and all terms of the OPPD Contract remain fully enforceable after the Effective Date notwithstanding the Plan Injunction; and (iii) OPPD is hereby deemed, as of the Effective Date, to have affirmatively opted out of the Third-Party Release provisions of the Plan and is not bound by the Third-Party Release or any other provision contained in the Plan Documents purporting to release, discharge, impair, or enjoin OPPD's rights, Claims, Causes of Action, or remedies against any non-Debtor, including Travelers Casualty and Surety Company and Pacific Indemnity Company, who issued performance and payment bond no.

107261753/82455022 (the "**OPPD Surety Bonds**"). All of OPPD's rights (whatever such rights may or may not be) are hereby explicitly preserved against the OPPD Surety Bonds.

161. **Provisions Regarding Element Fleet**. Notwithstanding anything set forth in the Plan or this Order, (i) on the Effective Date, the Reorganized Debtors shall be deemed to have assumed (a) the Master Lease Agreement dated July 1, 2008, executed by Zachry Industrial, Inc. (together with any and all amendments); (b) the Master Services Agreement dated July 1, 2008, executed by Zachry Industrial, Inc. (together with any and all amendments, and addenda); (c) the Vehicle Fleet Open-End Lease Agreement dated April 18, 2022, executed by Zachry Maintenance Services, LLC (together with any and all amendments, and addenda); (d) the Master Services Agreement dated April 18, 2022, executed by Zachry Maintenance Services, LLC (together with any and all amendments, and addenda); (e) the Continuing Guaranty of Payment dated June 23, 2008, executed by ZHI; and (f) the Continuing Guaranty of Payment dated March 28, 2022, executed by ZHI (collectively, (a)-(f), the "**Element Contracts**" and items (e) and (f), collectively, the "**Guaranty Agreements**"); (ii) no Cure Claim in Cash shall be paid to Element Fleet Corporation ("**Element**") by the Reorganized Debtors on the Effective Date; (iii) to the extent either or both of the Guaranty Agreements are not executory contracts capable of being assumed under section 365 of the Bankruptcy Code they shall not be subject to the discharge (**Article VIII**), re-vesting of assets (**Article IV.E**) or cancellation of instruments (**Article IV.I**) provisions of the Plan and shall remain enforceable in accordance with their terms and applicable non-bankruptcy law following the Effective Date; (iv) following the Effective Date, any payments under the Element Contracts shall be made in the ordinary course of business pursuant to the terms of the Element Contracts and without regard to the discharge provisions of **Article V.A** of the Plan; (iv) following the Effective Date, the Reorganized Debtors and Element may exercise any rights of set

off and/or recoupment under the Element Contracts in accordance with the terms of the Element Contracts, and Element shall not be obligated to file a motion by the Confirmation Date under **Article VI.J** of the Plan; (v) the retention of jurisdiction provision in **Article XI.3** of the Plan shall not apply to the Element Contracts after the Effective Date; and (vi) as an administrative matter, Element is hereby deemed, as of the Effective Date and without any further action, notice, or order by any party or this Court, to have withdrawn Claim Nos. 1238, 1239, and 1240.

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

against the Sureties any such Claims that are actually satisfied pursuant to this paragraph. Proof of Claim No. 65 relating to BMZ shall be deemed as withdrawn based upon the terms of this provision. Reynolds's objections to confirmation of the Plan [Docket Nos. 1859, 2239, 2322] are resolved by this paragraph.

163. **Provision Regarding Consolidated Pipe and Supply.** For the avoidance of doubt, any rights of Consolidated Pipe and Supply Company, Inc. d/b/a High Country Fusion with respect to the Claim Nos. 1453, 1478, 1649, whether against the Debtors, Golden Pass, or other third-party, if any, are reserved pending satisfaction of such claims consistent with the terms of the Plan.

164. **Provisions Regarding the Sureties**. No provision of the Plan Documents shall bar, release, impair, expand, alter, modify, amend, transfer, limit, enjoin, prime, or subordinate the rights, claims, and defenses of Travelers Casualty & Surety Company of America, Pacific Indemnity Company, or any of the foregoing's parent companies, affiliates, and/or successors (each a "**Surety**", and collectively, the "**Sureties**") under (1) any surety bonds by the Sureties (collectively, the "**Existing Surety Bonds**"), (2) any indemnity agreements or other agreements between any Surety and any Debtor in these bankruptcy cases related to the Existing Surety Bonds (the "**Prepetition Indemnity Agreements**"), or (3) the terms, conditions, rights, claims, defenses, and/or obligations of the Sureties or of the Debtors under the Existing Surety Bonds or the Prepetition Indemnity Agreements. The Reorganized Debtors have and are hereby deemed to assume *cum onere* the Existing Surety Bonds and Prepetition Indemnity Agreements, and any and all obligations thereunder, without regard to and without the necessity of any determination as to whether the Existing Surety Bonds or the Surety Indemnity Agreements are executory contracts or whether such agreements are financial accommodations, as those terms are defined or used in

the Bankruptcy Code, and the Sureties are hereby deemed to have consented to the Debtors' assumption of the Existing Surety Bonds and Prepetition Indemnity Agreements. All obligations of the Debtors and the Sureties under the Existing Surety Bonds and Prepetition Indemnity Agreements shall be satisfied by the Debtors and the Sureties, as applicable, in the normal course of business in accordance with the terms of the applicable agreements. The Reorganized Debtors shall execute new indemnity agreements in favor of, and in a form acceptable to, in their sole discretion, each of the Sureties (the "**Post-Confirmation Indemnity Agreements**") in forms substantially the same as the Prepetition Indemnity Agreements; *provided, however*, that (1) the execution of the Post-Confirmation Indemnity Agreements shall be deemed cumulative relief and any failure to execute the same shall not impact the liability of the Reorganized Debtors under the Existing Surety Bonds or the Prepetition Indemnity Agreements, and (2) nothing shall obligate the Sureties to issue new surety bonds or renew any Existing Surety Bonds or bar, enjoin, or stay the Sureties from demanding collateral or exercising any other of the Sureties' rights, claims, and defenses, in each case subject in all respects to the terms and conditions of the Existing Surety Bonds, Prepetition Indemnity Agreements, and Post-Confirmation Indemnity Agreements, as applicable. The Sureties shall be deemed to have opted out of the Third-Party Release provided in **Article VIII.D** of the Plan, and such Third-Party Release shall not be applicable to the Sureties. Notwithstanding any other provision of the Plan Documents, the Sureties shall not be enjoined from enforcing any rights under the Existing Surety Bonds and the Prepetition Indemnity Agreements. As an administrative matter and in consideration of the Reorganized Debtors' assumption of the obligations as set forth in this paragraph, the Sureties are hereby deemed, as of the Effective Date, to have withdrawn all proofs of claim filed in the Chapter 11 Cases, including, for the avoidance of doubt, Claim Nos. 1210, 1216, 1217, 1218, 1219, 1220, 1222, 1223, 1224,

1247, 1367, 1371, 1374, 1376, 1378, 1385, 1388, 1389, 1394, 1398, 1402, 1403, 1405, 1406, 1408, 1412, 1414, 1416, 1417, 1418, and 1155, without any further action, notice, or order by any party or this Court. For the avoidance of doubt, the Debtors and the Sureties reserve all rights, defenses, and claims under the Existing Surety Bonds and Prepetition Indemnity Agreements, which are preserved notwithstanding anything to the contrary in the Plan Documents.

165. **Provisions Regarding Zurich and Chubb**. Notwithstanding anything to the contrary in the Plan Documents, any agreement or order related to post-petition or exit financing, any bar date notice or claim objection, any notice of any cure amount or claim, any document related to any of the foregoing, or any other order of the Court (including, without limitation, any other provision that purports to be preemptory or supervening, confers Court jurisdiction, grants an injunction, discharge or release, or requires a party to opt out of any releases):

a. nothing alters, modifies or otherwise amends the terms and conditions of either of (i) the Zurich Insurance Program (including any agreement to arbitrate disputes and any provisions regarding the provision, maintenance, use, nature, and priority of the Zurich Collateral), or (ii) any insurance policies issued by ACE American Insurance Company, Federal Insurance Company or any of their U.S.-based affiliates and predecessors (collectively, and together with ESIS, Inc., solely in their capacities as insurers and third party administrators "**Chubb**"), to, or which provide coverage to, any of the Debtors (or any of their predecessors) at any time and for any line of coverage (collectively and together with any agreements, documents or instruments related thereto and each as amended, modified or supplemented and including any exhibit or addenda thereto, the "**Chubb Insurance Program**") (including any agreement to arbitrate disputes and any provisions regarding the provision, maintenance, use, nature, and priority of any letters of credit, loss funds, trusts, cash collateral, credits, return premium, unearned premium and any and all other collateral and/or security (including any proceeds of any of the foregoing) provided now or at any time prior or after hereto, by or on behalf of the Debtors to Chubb, the "**Chubb Collateral**") except that as of the Effective Date, the Reorganized Debtors jointly and severally shall assume the Zurich Insurance Program and the Chubb Insurance Program in their entireties pursuant to sections 105 and 365 of the Bankruptcy Code;

b. nothing therein releases or discharges (i) Zurich's security interests and liens on the Zurich Collateral or (ii) Chubb's security interests and liens on the Chubb Collateral;

c. nothing therein releases or discharges the Zurich Claims or the claims of Chubb (including, without limitation any Cure Claim, claim for reimbursement of any deductible or self-insured retention that Chubb pays on behalf of the Debtors or Reorganized Debtors, as applicable, arising under the Chubb Insurance Program (regardless of whether all or any part of such claims arise or become liquidated before or after the Petition Date, effectiveness of the Plan or conversion of one or more of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, the "**Chubb Claims**")), and further, the Zurich Claims and the Chubb Claims are actual and necessary expenses of the Debtors' estates (or the Reorganized Debtors, as applicable) and shall be paid in full in the ordinary course of business, whether as an Allowed Administrative Claim under section 503(b)(1)(A) of the Bankruptcy Code or otherwise, regardless of when such amounts are or shall become liquidated, due or paid, without the need or requirement for either Zurich or Chubb to file or serve a request, motion, or application for payment of or proof of any Proof of Claim, Cure Claim (or any objection to cure amounts/notices), or Administrative Claim (and further and for the avoidance of doubt, any claim bar date shall not be applicable to either Zurich or Chubb);

d. the Debtors or the Reorganized Debtors, as applicable, shall not sell, assign, or otherwise transfer the Zurich Insurance Program or any portion thereof, or the Chubb Insurance Program or any portion thereof and/or any of the rights, benefits, interests, and proceeds under the Zurich Insurance Program or the Chubb Insurance Program except with the express written permission of Zurich or Chubb, respectively;

e. the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in **Article VIII** of the Plan, if and to the extent applicable, shall be deemed lifted without further order of the Court, solely to permit: (i) claimants with valid workers' compensation claims or direct action claims against Zurich and/or Chubb under applicable non-bankruptcy law to proceed with their claims; (ii) Zurich and Chubb to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Court, (a) all workers' compensation or direct action claims covered by the Zurich Insurance Program or the Chubb Insurance Program, (b) all claims where an order has been entered by the Court granting a claimant relief from the automatic stay or the injunctions set forth in **Article VIII** of the Plan to proceed with its claim, and (c) all costs in relation to each of the foregoing; (iii) Zurich or Chubb to draw against any or all of the Zurich Collateral or Chubb Collateral, as applicable, and to hold the proceeds thereof as security for the obligations of the Debtors (or the Reorganized Debtors, as applicable) to Zurich or Chubb, as applicable,

and/or apply such proceeds to the obligations of the Debtors (or the Reorganized Debtors, as applicable) under the Zurich Insurance Program or Chubb Insurance Program, in such order as Zurich or Chubb, as applicable, may determine; and (iv) subject to the terms of the Zurich Insurance Program, the Chubb Insurance Program and/or applicable non-bankruptcy law, Zurich and Chubb to (a) cancel any policies under the Zurich Insurance Program or the Chubb Insurance Program, respectively, and (b) take other actions relating to the Zurich Insurance Program or the Chubb Insurance Program, respectively (including setoff);

f. neither **Article VIII.F** of the Plan nor any corresponding paragraph of this Order shall apply to any claims covered by and/or asserted under the Zurich Insurance Program or Chubb Insurance Program; and

g. without altering any of the foregoing, provided that there is no liquidated amount due to Zurich or Chubb as of the Effective Date, no Cure Claim in Cash shall be paid to Zurich or Chubb by the Reorganized Debtors.

Terms used in this paragraph but not defined in the Plan shall have the meaning attributed to them in that certain *Order (I) Authorizing the Debtors to Enter into the New Insurance Program, (II) Authorizing Assumption of the Existing Insurance Program, and (III) Granting Related Relief* entered by the Court on October 29, 2024 [Docket No. 1262] (the "**Zurich Order**"), except that the term Zurich Insurance Program used in this paragraph shall have the meaning given to the term "Insurance Program" in the Zurich Order.

166. **Provisions Regarding Personal Injury Claims.** Notwithstanding anything to the contrary in Plan Documents, the Plan Documents shall not impair any right of the Adams Plaintiffs,[4] Andres Plaintiffs,[5] or Martinez Plaintiffs[6] to litigate any timely filed, personal injury

[4] The "**Adams Plaintiffs**" means any plaintiffs in the litigation styled as *Adams, et al. v. Zachry Industrial, Inc.*, Case No. 5:23-cv-01437-XR in the United States District Court for the Western District of Texas.

[5] The "**Andres Plaintiffs**" means any plaintiffs in the litigation styled as *Ursula Andres v. Zachry Industrial, Inc., et al.*, Case No. E-0210871 in the 172nd Judicial District Court of Jefferson County, Texas.

[6] The "**Martinez Plaintiffs**" means any plaintiffs in the litigation styled as *Yelina Martinez, Individually, and as the Estate Representative of Jaime Martinez, Deceased, et al, v. Zachry Industrial, Inc., et al.*, Case No. 23DCCV0129 in the 172nd Judicial District Court of Jefferson County, Texas.

General Unsecured Claim to final judgment or settlement against the Debtors in name only, and, if successful, to recover on such Claim from any third-party that provides insurance coverage or indemnification to the Debtors, subject to applicable non-bankruptcy law and any applicable agreements governing such insurance coverage or indemnification between such third-parties and the Debtors; *provided*, *however*, the foregoing shall not apply to any Claim released pursuant to the Third-Party Release set forth in the Plan to the extent any Holder of a Claim elects not to opt-out of the Third-Party Release. To the extent any such insurance coverage or indemnification is insufficient to provide the treatment to an Allowed Claim required by **Article III** of the Plan, the Holder of such Allowed Claim shall have an Allowed General Unsecured Claim against the applicable Debtor's estate for the deficiency.

167. **Provisions Regarding CB&I and Chiyoda.** Notwithstanding anything to the contrary in the Plan Documents:

a. Pursuant to section 365 of the Bankruptcy Code, the applicable Reorganized Debtors shall assume: (a) that certain Joint Venture Agreement for the Freeport Liquefaction Project dated December 10, 2013, by and among ZII and CB&I LLC ("**CB&I**") (the agreement, as amended, the "**CZJV-FLNG Agreement**"), which formed a joint venture thereunder (the "**CZJV-FLNG**"); (b) that certain Joint Venture Agreement dated March 24, 2015, by and among ZII, CB&I, and Chiyoda International Corporation ("**CIC**," and together with ZII and CB&I, the "**FLNG JV Parties**") (such agreement, as amended, the "**CCZJV-FLNG Agreement**"), which formed a joint venture thereunder (the "**CCZJV-FLNG**," and together with the CZJV-FLNG, the "**FLNG JVs**"); and (c) any parent guarantees related to the CZJV-FLNG Agreement or the CCZJV-FLNG Agreement (collectively, (a) through (c), the "**FLNG JV Agreements**"). The Debtors are deemed to have cured all monetary defaults (if any) existing under the FLNG JV Agreements on account of any Cure Claim without the need for any cash payment, either into escrow or directly to CB&I, CIC, or the FLNG JVs on the Effective Date.

b. Upon assumption of the FLNG JV Agreements, the FLNG JV Parties shall continue to abide and be bound by all terms of the FLNG JV Agreements as if the Debtors had not filed any bankruptcy, without regard to whether any payment obligations arising under the FLNG JV Agreements accrued prepetition or postpetition, including, without limitation, any indemnities,

cost-sharing or risk-sharing provisions, or parent company guaranties provided for under the FLNG JV Agreements, including with respect to any liabilities adjudicated or settled, whether in the past, present, or future, in accordance with the applicable FLNG JV Agreements, in connection with the following actions and any appeals thereof: (a) *FLNG Liquefaction, LLC, et al. v. CB&I Inc., et al.*, Adv. Pro. No. 24-03195 (MI) (the "**FLNG Motor Defect Claim**"); (b) *FLNG Liquefaction, LLC, et al. v. Zachry Industrial, Inc., et al.*, Adv. Pro. No. 24-03189 (MI) (the "**FLNG Subrogation Claim**"); and (c) *Allianz Global Risks US Insurance Co., et al. v. Zachry Industrial, Inc., et al.*, Adv. Pro. No. 24-03190 (MI) (the "**Allianz Subrogation Claim**," and together with the FLNG Motor Defect Claim and the FLNG Subrogation Claim, the "**FLNG Litigation Claims**").

c. By assuming the FLNG JV Agreements, the Debtors retain all rights under the FLNG JV Agreements, including with respect to the FLNG JVs' property, and specifically, the FLNG JVs' insurance policies and the proceeds thereof, to the same extent as such rights existed prepetition.

d. Notwithstanding anything to the contrary in this Order, the Plan, the Disclosure Statement, or any other order of this Court in these chapter 11 cases, upon assumption of the FLNG JV Agreements, the Claims that CB&I (on behalf of itself and as successor to CB&I Inc.) [Claim Nos. 1524 and 1527] and CIC [Claim Nos. 1555 and 1559] have asserted against the Debtors shall be deemed withdrawn in their entirety, as if CB&I and CIC had not filed such Claims, and shall be discharged without any distributions under the Plan.

e. Notwithstanding anything to the contrary in this Order, the Plan, the Disclosure Statement, or any other order of this Court in these chapter 11 cases, the FLNG JV Parties acknowledge and agree that the applicable governing law, jurisdiction, and venue provisions set forth in the FLNG JV Agreements shall govern post-Effective Date and that any post-Effective Date disputes under applicable non-bankruptcy law among CB&I, CIC, the FLNG JVs, and the Debtors or the Reorganized Debtors, as applicable, shall not be subject to the jurisdiction of the Court, regardless of when such disputes first arose or accrued. For the avoidance of doubt, this paragraph shall not affect this Court's jurisdiction with respect to any pre-Effective Date disputes, including with respect to the FLNG Litigation Claims, the Plan, the Order, and the GPX Settlement.

f. For the avoidance of doubt, upon entry of the GPX Final Settlement Order, the Debtors exited the MZJV-GPX and rejected all of their interests therein.

g. None of CIC, CB&I, the CCZJV-GPX, the MZJV-GPX, the CZJV-FLNG, or the CCZJV-FLNG are Releasing Parties or Released Parties, and all such parties are deemed to opt out of the Third-Party Release.

h. Nothing in this paragraph 167 modifies the terms of the GPX Settlement, including the releases by the GPX Settlement Parties under the GPX Settlement, or the terms of the GPX Settlement Dispute Opinion or GPX Settlement Dispute Order. Notwithstanding anything to the contrary in this Order, the Plan, the Disclosure Statement, or any other order of this Court in these chapter 11 cases, to the extent there is any inconsistency between this Order and the GPX Settlement Documents, or between the Plan and the GPX Settlement Documents, with respect to the terms of the GPX Settlement, the GPX Settlement Documents shall control.

168. **Effect of Conflict.** This Order supersedes any Court order issued prior to the Confirmation Date that may be inconsistent with this Order. In the event of an inconsistency between this Order and the Plan, the Disclosure Statement, or the Plan Supplement, this Order shall control.

169. **Waiver of Stay.** For good cause shown, the stay of this Order provided by any Bankruptcy Rule is waived, and this Order shall be effective and enforceable immediately upon its entry by the Court.

170. **Waiver or Estoppel.** Upon the Effective Date, each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Court prior to the Confirmation Date.

171. **Final Order.** This Order is a Final Order, and the period in which an appeal must be filed shall commence upon the entry hereof.

172. **Retention of Jurisdiction.** The Court may properly, and upon the Effective Date shall, to the full extent set forth in the Plan, retain jurisdiction over all matters arising out of, and relating to, the Chapter 11 Cases, this Order, and the Plan, including the matters set forth in **Article XII** of the Plan and sections 105(a) and 1142 of the Bankruptcy Code.

Dated: _____, 2025
Houston, Texas

THE HON. MARVIN ISGUR
UNITED STATES
BANKRUPTCY JUDGE

Exhibit A

Plan

Exhibit B

Exit ICA Term Sheet

[To be Filed Separately]