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)
Reorganized Debtors.	)	(Jointly Administered)

REORGANIZED DEBTORS' WITNESS AND EXHIBIT LIST FOR HEARING SCHEDULED FOR MAY 12, 2025 AT 10:00 A.M. (PREVAILING CENTRAL TIME)

The above-captioned reorganized debtors (collectively, the "**Reorganized Debtors**") file this Witness and Exhibit List for the hearing to be held on **May 12, 2025 at 10:00 a.m. (prevailing Central Time)** and as may be continued from time to time thereafter (the "**Hearing**"):

WITNESSES

The Reorganized Debtors may call any of the following witnesses at the Hearing:

1. The Reorganized Debtors reserve the right to cross-examine any witness called by any other party.

[1] The last four digits of Zachry Holdings, Inc.'s tax identification number are 6814. A complete list of each of the Reorganized 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.

EXHIBITS

The Reorganized Debtors may introduce the following exhibits:

EXHIBIT NO.	DESCRIPTION	MARK	OFFERED	OBJECTION	ADMITTED	W/D	DISPOSITION AFTER HEARING
1.	Motion to Stay, *Commonwealth Electric Co. of the Midwest v. Travelers Casualty Surety Co., et al.*, Civ. Action No. 24-cv-03149-SMB-JMD (D. Neb. Mar. 26, 2025) [Docket No. 31]						
2.	Plaintiff Commonwealth Electric Company of the Midwest's Brief in Opposition to Defendants' Motion to Stay, *Commonwealth Electric Co. of the Midwest v. Travelers Casualty Surety Co., et al.*, Civ. Action No. 24-cv-03149-SMB-JMD (D. Neb. Apr. 9, 2025) [Docket No. 34]						
3.	Travelers Casualty and Surety Company's and Pacific Indemnity Company's Reply Brief in Support of Their Motion to Stay, *Commonwealth Electric Co. of the Midwest v. Travelers Casualty Surety Co., et al.*, Civ. Action No. 24-cv-03149-SMB-JMD (D. Neb. Apr. 18, 2025) [Docket No. 40]						
4.	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 Zachary						

EXHIBIT NO.	DESCRIPTION	MARK	OFFERED	OBJECTION	ADMITTED	W/D	DISPOSITION AFTER HEARING
	Holdings, Inc. and its Debtor Affiliates [Bankr. Docket No. 2431] • **Exhibit A** – Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates						
5.	Any document or pleading filed in the above-captioned main cases.						
6.	Any exhibit necessary for impeachment and/or rebuttal purposes.						
7.	Any exhibit identified or offered by any other party.						

RESERVATION OF RIGHTS

The Reorganized Debtors reserve the right to call or introduce one or more, or none, of the witnesses and exhibits listed above, and further reserve the right to supplement, modify, or amend this list prior to the Hearing.

Dated: May 9, 2025
Houston, Texas

/s/ Charles R. Koster

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Counsel to the Reorganized Debtors

Certificate of Service

I certify that on May 9, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Charles R. Koster
Charles R. Koster

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA

COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST, a Nebraska Corporation, **Plaintiff,** v. TRAVELERS CASUALTY AND SURETY COMPANY and PACIFIC INDEMNITY COMPANY, **Defendants.**	**Civil Action No.: 24-cv-03149-SMB-JMD**

MOTION TO STAY

Defendants, Travelers Casualty and Surety Company ("Travelers") and Pacific Indemnity Company ("Pacific") (collectively, the "Sureties") through their undersigned counsel, The Hustead Law Firm, *A Professional Corporation,* hereby submit their Motion Stay. Plaintiff opposes this Motion.

I. INTRODUCTION

The matter arises out of a construction contract dispute between Commonwealth Electric Company of the Midwest ("Commonwealth") and Zachry Industrial, Inc. ("Zachry") relating to the construction of two (2) power generation facilities near Omaha: the Turtle Creek Electrical Power Generation Facility (the "Turtle Creek Project") and the Standing Bear Lake Station Electric Power Generation Facility (the "Standing Bear Project") (collectively, the "Projects"). Zachry entered into an Engineering, Procurement, and Construction contract (the "Prime Contract") with

the Omaha Public Power District ("OPPD" or "Owner"). The Sureties executed payment and performance bonds (the "Bonds"), identified as Travelers Bond No. 107261753 and Pacific Bond No. 82455022, on behalf of Zachry to guarantee Zachry's work at the Projects.

On or around August 11, 2023, Commonwealth Electric Company of the Midwest ("Commonwealth") and Zachry executed five (5) subcontract agreements to provide labor and materials on the Turtle Creek and Standing Bear Projects (the "Subcontracts"), identified as Subcontract 605028; Subcontract 600327; Subcontract 598870; Subcontract 598862; and Subcontract 600359. Commonwealth's scope of work on the Projects included installation and testing of various switchgear, circuits, panels, and instrument and power cables needed on the Projects, including associated hardware, junctions, penetration seals, conduit, cable trays, supports, and terminations.

Commonwealth brought this action against the Sureties to recover funds for which Zachry allegedly failed to pay Commonwealth for work performed under the Subcontracts. Suretyship is a tripartite relationship. A contractor or principal obtains a bond or bonds from a surety, the general purpose of which is to guarantee the principal's obligations to an obligee to: (1) perform on a construction contract (the performance bond); and (2) ensure that the principal pays its subcontractors and suppliers (the payment bond). The Bonds are contracts between the Sureties and OPPD as obligee, with rights and obligations flowing both ways. *See* 5 Bruner & O'Connor Construction Law § 12:2.

Critically, surety bonds are not insurance policies; bonds are an extension of credit. Under the Bonds, the Sureties must perform Zachry's obligations if Zachry fails to do so, and Zachry must reimburse the Sureties for doing so. It is a zero-loss proposition for the Sureties, much like

a bank loan. The Sureties' liability cannot be any greater than that of Zachry and in any case is limited to the penal sum of the Bonds. *Id.*

A dispute arose between Zachry and Commonwealth regarding Commonwealth's performance under the Subcontracts. The largest dispute related to Subcontract 605028, and ultimately, Commonwealth was terminated under the 605028. Because Commonwealth's work was defective and incomplete, Zachry incurred substantial costs to complete, repair, and rework Commonwealth's incomplete and defective work.

On May 21, 2024, Zachry petitioned the United States Bankruptcy Court for the Southern District of Texas for relief under Chapter 11 of the U.S. Bankruptcy Code. Zachry continues to operate its business and manage its properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

On August 27, 2024, Commonwealth filed a claim in Zachry's bankruptcy proceedings asserting a total unsecured claim in the amount of $5,359,030.62 (the "Claim"). A copy of Commonwealth's Proof of Claim is attached as **Exhibit 1** and incorporated by reference herein. Out of the $5,359,030.62 asserted in Commonwealth's Bankruptcy Claim, $4,948,849.68 relates to work done on the Standing Bear Project pursuant to the Subcontract 605028.

On February 20, 2025, Zachry filed its Objection to the Claim (the "Objection"), wherein Zachry disputed Commonwealth's entitlement to payment under the Subcontracts due to the costs Zachry incurred to repair Commonwealth's incomplete and defective work at the Projects. A copy of Zachry's Objection to the Claim of Commonwealth is attached hereto as **Exhibit 2**. The Bankruptcy Court has scheduled a preliminary hearing on the Claim Objection for April 1, 2025, to be followed by a full evidentiary hearing on the claim.

In addition, and critical to this Motion, on February 27, 2025, the Bankruptcy Court issued its Findings of Fact, Conclusions of Law, and Order (I) Approving the Debtors' Disclosure Statement on a Final Basis and (II) Confirming the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates (the "Confirmation Order"). A copy of the Confirmation Order is attached as **Exhibit 3** and incorporated by reference herein. The Confirmation Order approved Zachry's Chapter 11 Plan of Reorganization (the "Plan"), which is attached to the Confirmation Order as Exhibit A and begins on page 87 of **Ex. 3**.

Zachry's Plan and Confirmation Order provide that all valid general unsecured claims, including Commonwealth's claim, **will be paid in full**. **Ex. 3** page 18 of the Plan; Art. III.C.6 (providing that, in exchange for full and final satisfaction of all general unsecured claims, holders of such claims will receive promissory notes equal to the total aggregate allowed amount of such claims); *see also* **Ex. 3** ¶ 45 page 23 – 24 of the Confirmation Order (finding that the Plan results in "the payment in full of all General Unsecured Claims"). In other words, under the Plan, Commonwealth will recover the full amount of its allowed Claim, mooting the issues in this case.

Again, the Bankruptcy Court is scheduled to hold an evidentiary hearing to determine the amount of Commonwealth's "allowed" Claim. Such evidentiary hearing will determine the merits of Commonwealth's Claim, including its entitlement to alleged unpaid Subcontract funds and Zachry's entitlement to an offset of Commonwealth's Claim due to incomplete and defective work performed by Commonwealth. These are the exact same issues being litigated in this matter. Thus, this action is duplicative and an unnecessary waste of judicial and party resources. By submitting its Claim in the Bankruptcy Proceeding, Commonwealth consented to the Bankruptcy Court's exclusive jurisdiction to determine the validity of its Claim through a claims resolution process

that commenced when Commonwealth filed its Claim. Any recovery to which Commonwealth is entitled will be paid in full, pursuant the terms of the Plan. Litigating this action in parallel with the Bankruptcy Proceedings risks inconsistent rulings.

Further, Commonwealth cannot recover twice on its Claim. There is no basis for the parties to incur double costs litigating the same claim in two fora.

In addition, the continued prosecution of this action is in violation of several provisions of the Confirmation Order and Plan. The Plan provides that:

> the discharge provided herein shall discharge, release, and extinguish any right of any Holder of any Claim to file, assert, levy, or attach any Liens **or initiate any claim against any bonds or the Sureties on account of any Claims against any of the Debtors that are discharged, satisfied, or released pursuant to this Plan**, including on account of General Unsecured Claims that are satisfied in full under this Plan, or otherwise enforce, collect, or recover on account of any such Claims other than as expressly permitted under this Plan. (emphasis added)

This provision conforms with generally applicable non-bankruptcy state law, including Nebraska law, providing that a surety's obligations are secondary in nature and discharged if the principal arranges to pay a bond claimant in full. *N. Bank v. Dowd*, 252 Neb. 352, 354 (1997) ("Inherent in the existence of any surety relationship is the requirement that the principal owe some obligation. The liability of the surety for the debt to the holder of the obligation is no greater and no less than that of the principal.").

Further, the Plan enjoins Commonwealth from taking "any actions to interfere with the implementation or Consummation of this Plan," including by seeking payment from the sureties even though the Plan itself provides for payment in full of all allowed claims. **Ex. 3** page 41 – 43 of the Plan; Art. VIII.F. Finally, the Confirmation Order provides that the:

> discharge, injunction, and related provisions embodied in the Plan . . . shall be, and hereby are, approved and authorized in their entirety and shall be effective and binding on all Persons and Entities [including Commonwealth], to the extent provided in the Plan, without further order or action by the Court."

Ex. 3 ¶ 118 page 51 of the Confirmation Order.

Thus, this action is not only duplicative with the Bankruptcy Proceedings, but Commonwealth is enjoined from prosecuting this action against the Sureties by the express terms of the Plan and the Confirmation Order. Accordingly, the Sureties request that the Court grant the Motion to Stay and stay the proceedings, at least, until the validity of Commonwealth's Claim is determined by the Bankruptcy Court.

II. ARGUMENT

A. Legal Standard

"[T]he power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants." *Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936). A federal district court "has broad discretion to stay proceedings as an incident to its power to control its own docket." *Clinton v. Jones*, 520 U.S. 681, 706 (1997).

"In evaluating a stay, a court should consider several relevant factors including 'maintaining control of its docket, conserving judicial resources, and the important interest of providing for the just determination of cases pending before the court.'" *Rosales v. Heath*, No. 8:17CV87, 2017 WL 2533365 (D. Neb. June 9, 2017) (citing *Daywitt v. Minnesota*, 2016 WL 3004626, *5 (D. Minn. May 24, 2016)). "**A stay may be warranted where the matter implicates 'rights which are inextricably tied to [a] pending ... claim in [another court]**.'" *Id.* (citing *Kemp v. Tyson Seafood Grp., Inc.*, 19 F. Supp. 2d 961, 965 (D. Minn. 1998)) (emphasis added). Ultimately, "the [C]ourt must balance the consequences of imposing a stay on the opposing party against the consequences of proceeding on the movant." *Wakehouse v. Goodyear Tire & Rubber*

Co., No. 8:05CV422, 2006 WL 47426 (D. Neb. January 9, 2006) (citing *Jones v. Clinton*, 72 F.3D 1354 (8th Cir. 1996)).

B. Zachry's Bankruptcy Proceedings Necessitate a Stay

A stay in this matter is appropriate to conserve judicial resources and to avoid duplicative litigation potentially resulting in inconsistent rulings. Specifically, the Court should stay this proceeding because the resolution of Commonwealth's Claim in Zachry's Bankruptcy Proceedings will be dispositive of Commonwealth's claim against the Sureties.

The Sureties are entitled to assert the defenses of their principal, Zachry, against Commonwealth's claims. *Phelps v. Dawson*, 97 F.2d 339, 341-42 (8th Cir. 1938) ("The rule of law which governs the liability of sureties upon bonds generally is that the surety is not liable unless the principal is and, therefore, may plead any defense available to the principal."). In other words, the Sureties' liability is limited to Zachry's liability for Commonwealth's Claim. *N. Bank*, 252 Neb. at 354 ("Inherent in the existence of any surety relationship is the requirement that the principal owe some obligation. The liability of the surety for the debt to the holder of the obligation is no greater and no less than that of the principal.").

Here, the merits of Commonwealth's Claim for alleged unpaid funds under the Subcontracts, along with Zachry's claim that it is entitled to an offset of amounts owed to Zachry for incomplete and defective work performed by Commonwealth, is being litigated in the Bankruptcy Proceedings. Specifically, on August 27, 2024, Commonwealth filed a claim in Zachry's Bankruptcy Proceedings asserting a total unsecured amount of $5,359,030.62. *See* **Ex. 1**. On February 20, 2025, Zachry filed its Objection, wherein Zachry disputed Commonwealth's entitlement to payment under the Subcontracts due to the costs incurred to complete and repair Commonwealth's incomplete and defective work at the Projects. *See* **Ex. 2.**

The Bankruptcy Court has scheduled a preliminary hearing on the Claim Objection for April 1, 2025, to be followed by a full evidentiary hearing on Commonwealth's Claim. Thus, in the coming months, the Bankruptcy Court will determine the exact value of Commonwealth's Claim when weighed against a potential offset for the costs incurred by Zachry to complete and repair Commonwealth's work at the Projects. Ultimately, under Zachry's Plan, Commonwealth will be paid the full value of its Claim as determined by the Bankruptcy Court. **Ex. 3** page 39 – 40 of the Plan.

In addition to pursuing its Claim in the Bankruptcy Proceedings, on August 23, 2024, Commonwealth filed its Complaint against the Sureties. [D.E. 1]. Commonwealth's Complaint seeks the exact same relief as its Bankruptcy Claim, $5,359,030.62 for amounts allegedly due under the Subcontracts. *See* [D.E. 1]. The Sureties, in addition to certain Surety specific defenses, are asserting the defenses of its principal, Zachry. [D.E. 10]; *See Phelps*, 97 F.2d at 341-42; *N. Bank*, 252 Neb. at 354. Specifically, the Sureties contend that Zachry incurred increased costs to complete and repair Commonwealth's incomplete and defective work at the Projects.

Thus, this action is litigating the exact same dispute as the Bankruptcy Proceedings, the validity and potential value of Commonwealth's Claim. Accordingly, this matter should be stayed pending a determination of Zachry's liability for Commonwealth's Claim in the Bankruptcy Proceedings. Any other result will risk inconsistent rulings from the Bankruptcy Court and this Court.

Simply put, the Bankruptcy Court's determination of the validity and value of Commonwealth's Claim will simplify, if not obviate, the issues in this matter. *See Phil-Insul Corp. v. Airlite Plastics, Inc.*, No. 8:12CV151, 2012 WL 5193814 at *2 (D. Neb. October 18, 2012) (holding that "[i]n determining whether a stay is appropriate, courts consider the following factors:

(1) whether discovery is complete and whether a trial date has been set; (2) whether a stay will simplify the issues in question; and (3) whether a stay would unduly prejudice or present a clear tactical disadvantage to the non-moving party.").

For instance, if the Bankruptcy Court finds that Zachry failed to issue payment to Commonwealth for properly performed work under the Subcontracts, the Sureties' entitlement to defenses of its principal, Zachry, may be effectively eliminated.[1] On the other hand, if the Bankruptcy Court finds that Commonwealth failed to perform its obligations under the Subcontracts and that Commonwealth's incomplete and defective work resulted in increased costs for Zachry to complete the Projects, such that Commonwealth is not entitled to any funds for its Claim, then the Sureties are relieved from their obligations under the Bonds. *In re Modern Textile, Inc.*, 900 F.2d 1184, (8th Cir. 1990) (" the surety [or guarantor] is not liable to the creditor unless his principal is liable [;] thus he may plead the defenses which are available to his principal."); 23 Williston on Contracts § 61:7 (4th ed.) ("[t]he general rule is that the surety is not liable to the creditor unless the principal obligor is liable; thus, the surety may plead the defenses that are available to the principal.").

No matter the result, the validity and value of Commonwealth's Claim is inextricably tied to its pending Claim in the Bankruptcy Proceedings. *Rosales*, 2017 WL 2533365. Accordingly, this matter should be stayed pending the determination of the validity and value of Commonwealth's Claim in the Bankruptcy Proceeding.

[1] The Sureties note that if the Bankruptcy Court determines that Zachry failed to issue payment to Commonwealth for properly performed work under the Subcontracts, Commonwealth will be paid the full value of its Claim in the Bankruptcy Proceedings.

C. Commonwealth is Enjoined from Pursuing the Sureties

In addition to wasting judicial resources through duplicative litigation and the risk of inconsistent rulings from this Court and the Bankruptcy Court, Commonwealth is enjoined from seeking recovery for its Claim against the Sureties. Zachry's Plan and Confirmation Order provide that all valid general unsecured claims, including Commonwealth's claim, will be paid in full. **Ex. 3** page 18 of the Plan; Art. III.C.6 (providing that, in exchange for full and final satisfaction of all general unsecured claims, holders of such claims will receive promissory notes equal to the total aggregate allowed amount of such claims); *see also* **Ex. 3** ¶ 45 page 23 – 24 of the Confirmation Order (finding that the Plan results in "the payment in full of all General Unsecured Claims").

Thus, because Zachry is fully satisfying all claims in the Bankruptcy Proceedings, the Bankruptcy Court's Confirmation Order and Zachry's Plan contain numerous provisions discharging the Sureties and enjoining Bankruptcy claim holders, including Commonwealth, from pursuing recovery of the claimed amounts from Zachry's guarantors, including the Sureties.[2] The purpose of the Bankruptcy Court's discharge and injunction against pursing the Sureties prevents creditors in the Bankruptcy Proceedings from recovering twice for the same debt. *See Vowers & Sons, inc. v. Strasheim*, 254 Neb. 506, 516 (Neb. 1998) (holding that "to the extent that [plaintiff] has received satisfaction .. for injury and damage alleged in this action, any damages for which [defendant] would be potentially liable must be reduce pro tanto.").

First, Article VIII of the Plan discharges Commonwealth's right to file and/or assert any claims against the Sureties that are brought in the Bankruptcy Proceedings, including Commonwealth's claim for unpaid Subcontract funds in the amount of $5,359,030.62. Specifically, Article VIII.A of the Plan provides that:

[2] The Sureties understand that Zachry intends to seek an injunction from the Bankruptcy Court precluding Commonwealth from pursuing its Claim against the Sureties.

> the discharge provided herein shall discharge, release, and extinguish any right of any Holder of any Claim [including Commonwealth] to file, assert, levy, or attach any Liens or initiate any claim against any bonds or the Sureties on account of any Claims against any of the Debtors that are discharged, satisfied, or released pursuant to this Plan, including on account of General Unsecured Claims that are satisfied in full under this Plan, or otherwise enforce, collect, or recover on account of any such Claims other than as expressly permitted under this Plan.

Ex. 3 page 38 of the Plan.

Again, the Plan and Confirmation Order provide that all valid general unsecured claims, including Commonwealth's claim, will be paid in full. *See* **Ex. 3** page 18 of the Plan; Art. III.C.6; (providing that, in exchange for full and final satisfaction of all general unsecured claims, holders of such claims will receive promissory notes equal to the total aggregate allowed amount of such claims); *see also* **Ex. 3** ¶ 45 page 23 – 24 of the Confirmation Order (finding that the Plan results in "the payment in full of all General Unsecured Claims"). Thus, given that the full value of Commonwealth's Claim as determined by the Bankruptcy Court will be satisfied in full under the Plan, Commonwealth's Claims against the Sureties are discharged, released, and extinguished.

Article VIII.F of the Plan further provides that:

> Upon entry of the Confirmation Order, all Holders of Claims and Interests [including Commonwealth] and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, and each of their successors and assigns, shall be enjoined from taking any actions to interfere with the implementation or Consummation of this Plan in relation to any Claim or Interest that is extinguished, discharged, satisfied, or released pursuant to this Plan.

Ex. 3 page 41 – 43 of the Plan.

Lastly, Article VIII.F of the Plan also provides that:

> [A]ll Entities who have held, hold, or may hold Claims, Interests, or Causes of Action that have been extinguished, discharged, satisfied, released, or are subject to exculpation pursuant to Article VIII [including Commonwealth], are **permanently enjoined**, from and after the Effective Date, from taking any of the following actions against, as applicable, the Exculpated Parties and/or the Released Parties [including the Sureties]: . . . (1) commencing, conducting, or continuing in any manner any action or other proceeding of any kind on account of or in

> connection with or with respect to any such Claims, Interests, or Causes of Action . . . (emphasis added).

Id.

Ultimately, the Plan and Confirmation Order extinguishes Commonwealth's right to seek payment from the Sureties, given that Zachry's Plan provides for a full recovery on Commonwealth's valid Claim. Furthermore, the permanent injunction provided by the Plan prevents Commonwealth from interfering the implementation of the Plan. *See S.E.C. v. Vescor Capital Corp.*, 599 F.3d 1189 (10th Cir. 2010) (declining to lift receivership's order staying ancillary lawsuits); *Schauss v. Metals Depository Corp.*, 757 F.2d 649, 654 (5th Cir. 1985) (holding that "the important principle of comity between federal courts is advanced where courts of coordinate rank[,] are respectful of each other's orders, as well as careful to avoid hindering each other's proceedings. In this vein, we have long advocated that district courts exercise their discretion to avoid duplication of proceedings where related claims are being litigated in different districts."); *SEC v. Wencke*, 622 F.2d 1363 (9th Cir. 1980) (upholding enforceability and binding effect of district court's stay of proceedings).

Here, Commonwealth is seeking of immediate payment from the Sureties rather than complying with the terms of the Plan and Confirmation Order, which directly interferes with the implementation of the Plan. Indeed, the Sureties themselves are creditors in Zachry's bankruptcy, and Commonwealth's pursuit of immediate payment from the Sureties is increasing the value of the Sureties' claim against Zachry in the Bankruptcy Proceedings, which is detrimental to the

implementation of the Plan.[3] Thus, Commonwealth is permanently enjoined from pursuing the Sureties for is Claim and the Court should stay the proceedings.

D. Commonwealth's Opt-Out is Unenforceable

The Sureties understand that Commonwealth filed an "opt-out" of the third-party releases contained in the Plan (the "Opt-Out"), wherein Commonwealth stated that it "opts out of all third-party releases and exculpations contained within the Plan or any order confirming the Plan and does not consent to the release or exculpation of any non-debtor party." A copy of Commonwealth's Opt-Out is attached as **Exhibit 4** and incorporated by reference herein.

As an initial matter, Commonwealth's Opt-Out has no bearing on the Sureties' independent basis for seeking to stay this matter, the duplicative and potentially inconsistent rulings between this Court and the Bankruptcy Court regarding the validity and value of Commonwealth's Claim. Further, Commonwealth's Opt-Out only seeks to "opt-out" of the provisions pertaining to "third-party releases." *See* **Ex. 4**. The provisions discharging the Sureties liability for Commonwealth's Claim and enjoining Commonwealth from pursing its Claim against the Sureties are not "third-party releases" governed by Article VIII.D of the Plan. *See* **Ex. 3** page 40 – 41 of the Plan.

Instead, the Sureties are an "exculpated or released party" as governed by Article VIII.F of the Plan. *See* **Ex. 3** page 41 – 43 of the Plan. Specifically, Article I.A ¶ 141 of the Plan provides that "'Third-Party Release' means the release set forth in Article VIII.D of this Plan," not Article VIII.F. **Ex. 3** page 12 of the Plan. Again, it is Article VIII.F of the Plan that discharges the Sureties

[3] The Sureties note that they each filed proofs of claims in the Bankruptcy Proceedings. Additionally, Zachry has assumed the Sureties' obligations in the Bankruptcy Proceedings pursuant to a General Indemnity Agreement executed by Zachry. Thus, Commonwealth's pursuit of immediate payment from the Sureties is increasing the Sureties' losses and exposure, which in turn, is increasing Zachry's obligations in the Bankruptcy Proceedings. Accordingly, Commonwealth's continued prosecution of this claim is detrimental to Zachry's implementation of the Plan.

from liability from Commonwealth's Claim and enjoins Commonwealth from pursing its Claim against the Sureties.

Thus, Commonwealth did not "Opt-Out" of the provisions of the Plan providing for the Sureties' discharge and permanently enjoining Commonwealth from brining this action against the Sureties, nor could it. Further, even if the Court determines that the provisions enjoining Commonwealth from pursing its Claim against the Surety is a "third-party release" under the Plan, ¶ 121 of the Confirmation Order states that:

> 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.

Ex. 3 ¶ 121 page 52 – 52 of the Confirmation Order.

Thus, the Confirmation Order binds Commonwealth to the terms of the Plan, regardless of Commonwealth's unilateral Opt-Out. Furthermore, the Court's Confirmation Order discharging the Sureties and enjoining Commonwealth from pursuing its Claim against the Sureties is supported by national case law. *See Matter of LaHaye*, 17 F.4th 513, 518 (5th Cir. 2021) ("Indeed, a confirmation order binds every entity that holds a claim or interest in the planned reorganization, regardless of whether they assert those interests before the bankruptcy court."); *In re Varat Enterprises, Inc.*, 81 F.3d 1310, 1315, (4th Cir. 1996) ("Pursuant to 11 U.S.C. § 1141(a), all parties are bound by the terms of a confirmed plan of reorganization."); *Matter of Specialty Equipment Companies, Inc.*, 3 F.3d 1043, 1046 (7th Cir. 1993) ("The provisions of the confirmed plan bind

all creditors."); *Paul v. Monts*, 906 F.2d 1468, 1471 (10th Cir. 1990) (per curiam) (confirmed plan binds proponents of plan, debtor, and other parties in interest).

Thus, Commonwealth's purported Opt-Out is unenforceable pursuant to the Confirmation and national caselaw. Accordingly, the Sureties respectfully request that the Court stay this action.

III. CONCLUSION

The Sureties respectfully request that the Court stay this proceeding, including the suspension of any discovery related to that Commonwealth's Claim. Staying this proceeding promotes judicial economy as it prevents duplicative litigation and eliminates the risk of inconsistent rulings from the Bankruptcy Court and this Court. Further, the Bankruptcy Court's Confirmation Order and Zachry's Plan permanently enjoin Commonwealth from pursing its Claim against the Sureties.

WHEREFORE, the Sureties respectfully request that this Court enter an Order staying these proceedings pending resolution of Commonwealth's Claim in the Bankruptcy Proceeding, suspending all discovery, and for such other relief as the Court deems just and equitable under the circumstances.

Respectfully submitted this 26th day of 2025.

THE HUSTEAD LAW FIRM
A Professional Corporation

The Original Signature is on File at The Hustead Law Firm, A Professional Corporation

s/Patrick Q. Hustead
Patrick Q. Hustead, Esq. NSBA #25998
Attorneys for Travelers Casualty and Surety Company and Pacific Indemnity Company

CERTIFICATE OF SERVICE

I hereby certify that on this 26th day of March 2025, a true and correct copy of the foregoing **MOTION TO STAY** electronically filed and served via USDC e-filing and/or e-mail, and addressed to the following:

Joel D. Heusinger, #18326
Audrey R. Svane, #25830
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Attorneys for Plaintiff

Original Signature is on File at
The Hustead Law Firm, A Professional Corporation

/s/Patrick Q. Hustead
Patrick Q. Hustead, Esq.

EXHIBIT 1

Fill in this information to identify the case:

Debtor Zachry Industrial, Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 24-90385

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

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

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

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**
   Commonwealth Electric Company of the Midwest
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**
   ☑ No
   ☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
See summary page	
Contact phone 402-473-2203	Contact phone
Contact email See summary page	Contact email

(see summary page for notice party information)

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?**
   ☑ No
   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   ☑ No
   ☐ Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
- ☐ No
- ☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0636

7. **How much is the claim?** $ 5,359,030.62 . **Does this amount include interest or other charges?**
- ☑ No
- ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Labor, materials, services and supplies

9. **Is all or part of the claim secured?**
- ☑ No
- ☐ Yes. The claim is secured by a lien on property.

Nature or property:

- ☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
- ☐ Motor vehicle
- ☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%
- ☐ Fixed
- ☐ Variable

10. **Is this claim based on a lease?**
- ☑ No
- ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
- ☑ No
- ☐ Yes. Identify the property: _____

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

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

	Amount entitled to priority
☑ No	
☐ Yes. *Check all that apply:*	
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

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

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

☐ No

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

$1,038,339.54

Part 3: Sign Below

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

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

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

Check the appropriate box:

☑ I am the creditor.

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

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

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

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

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

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

Executed on date 08/27/2024
MM / DD / YYYY

/s/Billy J Friesen
Signature

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

Name: Billy J Friesen
First name | Middle name | Last name

Title: CFO

Company: Commonwealth Electric Company of the Midwest
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

Debtor:
24-90385 - Zachry Industrial, Inc.
District:
Southern District of Texas, Houston Division

Creditor:
Commonwealth Electric Company of the Midwest
Billy Friesen
3910 South Street

Lincoln, NE, 68506

Phone:
402-473-2203
Phone 2:

Fax:

Email:
BFriesen@commonwealthelectric.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Disbursement/Notice Parties:
Woods Aitken
James Overcash
301 South 13th Street
Suite 500

Lincoln, Nebraska, 68508
United States
Phone:
402-437-8519
Phone 2:

Fax:

E-mail:
jovercash@woodsaitken.com

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Labor, materials, services and supplies

Last 4 Digits:
Yes - 0636

Uniform Claim Identifier:

Total Amount of Claim:
5,359,030.62

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
Yes: 1,038,339.54
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Billy J Friesen on 27-Aug-2024 5:13:31 p.m. Eastern Time
Title:
CFO
Company:
Commonwealth Electric Company of the Midwest

Commonwealth Communications

A Division of Commonwealth Electric Company of the Midwest

SOLD TO

Attn: Zachry Industrial, Inc
527 Logwood
San Antonio, TX 78221

PLEASE REMIT TO:

Commonwealth Electric Company
PO Box 30239
Omaha, NE 68103-1339
Phone: (402) 343-2515
Email: rbarth@commonwealthelectric.com
www.commonwealthelectric.com

TERMS: NET 30 DAYS

Customer#	Book Date	Invoice #	Invoice Date	Project #	Contra G/L #
636	5/22/2024	72586	5/22/2024	257081-100	2505000

Invoice Amount	Retained In	Retained Out	Invoice Net	State Sales Tax	Local Sales Tax
$10,772.96	$1,077.30	< $0.00 >	$9,695.66	$0.00 2411/928	$0.00 2410/214 HA

Customer Purchase Order No.	Project and Location
Agreement 115001-598862	OPPD Turtle Creek Generation Facility - Omaha, NE

"Fiber and copper terminations"

Please see attached for breakdown – May Billing

Corporate LAN Network:	$ 3,940.39
PC8 Fiber Backbone:	6,832.57
Retention:	(1,077.30)
Total Billing:	$ 9,695.66

TOTAL AMOUNT DUE THIS INVOICE: $9,695.66

Thank you for choosing Commonwealth Electric Company!

Prepared for Commonwealth Electric Company of the Midwest

by: Rochelle Burr
Contract Administrator

PLEASE REFER TO INVOICE NUMBER WHEN REMITTING

A FINANCE CHARGE OF 1.3% PER MONTH WILL BE CHARGED ON ALL 30 DAY PAST DUE ACCOUNTS. THIS IS AN ANNUAL PERCENTAGE RATE OF 16%

DocuSign Envelope ID: C5B6024E-F35A-4F17-82DC-91ED5714450F

ZACHRY

ZACHRY INDUSTRIAL, INC.
Agreement #115002-598862
Oracle Tracking #598862
OPPD Turtle Creek Generation Facility
ZII Job #115002

ATTACHMENT F

PARTIAL WAIVER AND RELEASE OF LIENS, AFFIDAVIT OF BILLS PAID AND INDEMNIFICATION

WHEREAS, the undersigned ("Seller") has entered into a written agreement with Zachry Industrial, Inc., ("Zachry"), dated August 11, 2023, Agreement No. 115002-598862 ("Agreement") in connection with the construction of improvements at Omaha, County of Sarpy, State of Nebraska ("Site") for the OPPD Turtle Creek Generation Facility ("Project") owned by Omaha Public Power District ("Owner"), and;

WHEREAS, Seller has performed labor at and/or furnished materials, or both, pursuant said Agreement and is requesting payment in the amount of ($ 9,695.66) as partial payment for all labor performed and/or materials furnished for the period ending on 5/22/2024 on account of such labor performed and/or materials furnished;

NOW, THEREFORE, in order to induce Owner to make payment to Zachry and Zachry to make payment to Seller of the above specified sum, the sufficiency of which is hereby acknowledged and agreed and contingent upon receipt of such consideration, Seller agrees as follows:

1. Seller hereby waives, relinquishes and releases any and all liens, rights of lien, Claims, rights or charges of any nature whatsoever, that may have arisen or may arise in the future by virtue of all labor performed and/or materials supplied by the Seller or its Subcontractors on the Project up to and including this date: 5/22/2024, including any and all mechanic's or materialmen's liens or Claims for payment, which it may have or claim against Zachry, the Owner, the Site or the Project and any and all structures, buildings and other improvements located thereon arising under any law, including the law of the State where the Site is situated.
2. Seller also certifies and warrants that it has paid all of its Subcontractors for their labor performed at and/or materials supplied to the Project through the date specified in paragraph 1 herein.
3. SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER, ZACHRY, THEIR AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COST AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, WITNESS FEES (INCLUDING EXPERTS AND CONSULTANTS), OR OTHER DISPUTE RESOLUTION COSTS, ON ACCOUNT OF LIENS, CLAIMS OF LIEN, ENCUMBRANCE, DEBT, CLAIMS OR OBLIGATIONS OF ANY KIND ASSERTED BY ANY PERSON WHATSOEVER IN CONNECTION WITH SELLER FOR ANY LABOR PERFORMED OR MATERIALS SUPPLIED BY OR THROUGH SELLER TO THE PROJECT OR IN ANY OTHER WAY ARISING OUT OF THE PROJECT TO THE EXTENT ZACHRY IS CLAIMED TO BE RESPONSIBLE FOR ANY SUCH CLAIM PRIOR TO AND INCLUDING THE DATE SPECIFIED IN PARAGRAPH 1.

All capitalized terms used in this instrument and not otherwise defined herein shall have the definition ascribed to such terms in the Agreement.

EXECUTED THIS 23 day of May, 2024.

COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST
By: _____
Signature of Officer, Partner or Owner
NAME: Troy Deats
TITLE: Branch Manager

STATE OF Nebraska
COUNTY OF Douglas

On this 23 day of May, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the individual who signed the foregoing Partial Waiver and Release of Liens, Affidavit of Bills Paid and Indemnification, being personally known to me, and acknowledge that he or she executed the foregoing instrument for the uses, purposes, and consideration therein expressed, and that the execution of the instrument was the free and voluntary act and deed of the Seller named and further certified, and that if Seller is a Corporation, it appeared by the officer who signed on its behalf, and such officer to me acknowledged that the execution was based on authority duly granted.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year last above written.

GENERAL NOTARY - State of Nebraska
CHERYL N. KEYES
My Comm. Exp. March 15, 2025

Notary Public in and for The State of Nebraska
My Commission Expires: March 15, 2025

Corporate LAN Network										
Item	MAKE / VENDOR	PART NO. / MATL. ID	DESCRIPTION	QTY	UOM	COMMENT	Total Cost	Previous Billing	Current Billing	Remaining
1CLN	Corning	CCH-04U	CCH 04U Fiber Patch Panel	9	PC		$4,373.80	$3,986.82		386.98
2CLN	Corning	CCH-CS24-A9-P00RE	CCH Pigtailed splice Cassette 24 F, LC UPC duplex, Single-mode (OS2), single-fiber (250 µm)	28	PC		$26,145.85	$24,014.44		2,131.41
3CLN	Corning	SPH-01P	Single-Panel Housing (SPH) Wall-mountable, holds one CCH connector panel, black	15	PC		$1,332.55	$344.28	$946.81	41.46
4CLN	Corning	SPH-DIN-KIT	Single-Panel Housing (SPH) Accessories and Componets DIN rail bracket	3	PC		$131.45	$84.90	$42.45	4.10
5CLN	Corning	CCH-CP12-A9	CCH Panel, LC Adapters Duplex, UPC, 12 F, Single-mode (OS2)	18	PC		$2,454.48	$474.96	$118.74	1,860.78
6CLN	Corning	FAN-BT47-12	Buffer Tube Fan-out Kit, Indoor, 12 F, 47" tube length	0	PC		$0.00	$0.00		0.00
7CLN	Corning	95-200-99	UniCam® Connector, LC, Single-mode (OS2)	228	PC		$5,857.80	$979.48	$826.16	4,052.16
8CLN	---	---	LABOR -Installation of Fiber Patch Panels, fusion splicing of pigtailed fiber strands of splice cassettes, and feld termination of LC connectors.	900	PC		$29,990.00	$16,000.00		13,990.00
9CLN	---	---	LABOR - For testing both ends of fiber optic cable termination and reporting results.	900	PC		$9,360.00	$4,739.50		4,620.50
10CLN	CommScope	CPP-UDDM-M-2U-48 / 760207282	Descrete Distribution Model Panel M-series, UTP, 48 port	3	PC	CPP - Copper Patch Panel	$341.15	$330.54		10.61
11CLN	CommScope	CPP-UDDM-M-1U-24 / 760207274	Descrete Distribution Model Panel M-series, UTP, 24 port	9	PC	CPP - Copper Patch Panel	$675.74	$654.72		21.02
12CLN	CommScope	MGS600-123 / 76011098	GigaSPEED XL10D® MGS600 Series Information Outlet, blue	514	PC	Cat 6A RJ45 Jack Module	$9,269.48	$5,321.91		3,947.57
13CLN	CommScope	M12L-262 / 108168469	L Type Flush Mounted Faceplate, two port, white	55	PC		$115.25	$69.03	$42.64	3.58
14CLN	CommScope	M10L-262 /108258427	L Type Flush Mounted Faceplate, one port, white	71	PC		$148.78	$140.09		8.69
15CLN	CommScope	SMB-2P-246 / 760254711	Surface Mount Box, 2-ports, Ivory, Universal (M-series or SL-Series)	9	PC	Replaces discontinued M101SMB-B-246	$37.72	$32.49	$4.06	1.17
16CLN	CommScope	M106SMB-246 / 107431546	Surface Mount Box, 6-port Ivory, M-Series	5	PC	For Control Room	$55.56	$32.30	$21.53	1.73
17CLN	CommScope	M11SP-L / 760072074	Stainless Steel Type Flush Mounted Faceplate with label, one port	0	PC		$0.00	$0.00		0.00
18CLN	---	---	LABOR - For installation of copper patch panels, terminating RJ45 jack modules on cable and inserting in patch panels.	286	PC		$6,116.76		$820.00	5,296.76
19CLN	---	---	LABOR - For termination RJ45 jack modules on work area cables when installing faceplates.	286	PC		$7,254.15		$1,118.00	6,136.15
20CLN	---	---	LABOR - For testing jack module terminations on both ends of Cat 6A cables and reporting results.	572	PC		$22,880.00			22,880.00
21CLN	Corning	CCH-01U	CCH 01U Fiber Patch Panel	2	PC	Replaces SPH-01P at TURB ENCL's.	$647.14		$620.17	26.97
22CLN	Corning	FAN-BT47-06	Buffer Tube Fan-out Kit, Indoor, 6 F, 47" tube length	14	PC	PROFINET	$417.17		$284.25	132.92
23CLN	CommScope	360-IPR-MFTP-E-HD6B-1U-24 / 760150144	GigaSPEED XL10D® Shielded Modular Panel, 24	1	PC	6-F fibers TURB ENCL's & Loading & ACDM	$196.00			196.00
24CLN	CommScope	1711897-1	DIN RAIL Mounted Adapters	23	PC	PERIM Security COM JBOX	$987.85			987.85
25CLN	CommScope	1711658-2	DIN RAIL Mounted Adapters End Covers	24	PC	PERIM Security COM JBOX	$960.24			960.24
26CLN	CommScope	760152801 | HGS620 (1 ea)	GigaSPEED XL10D® HGS620 Shielded Information Outlet	6	PC	Guard HSE Outdoor Cameras - CPP End	$104.40		$104.40	0.00
27CLN	CommScope	760154252 HGS-A-MS-BL-25	High Density M-Series Adapter, blue	1	PK	Blue adapters for HGS620 SHLD Jacks	$16.32		$16.32	0.00
28CLN	CommScope	760238121 | USL10G-SHLD-BK (24 ea/bag)	SL-Series Modular Jack, RJ45, Cat6A Shielded, Black	29	PC	PERIM Security COM JBOX	$476.76		$476.76	0.00
29CLN	Commscope	FPS6X88MTG-X	IndustrialNet TX6A Shielded Field Term RJ45 Plug	3	PK	PERIM Security Camera end	$696.42			696.42
30CLN	CommScope	760254710 | SMB-1P-246	Surface Mount Box, universal, (M-series), one port ivory	28	PC	Cameras MTD on bldg ext	$99.12		$99.12	0.00
31CLN		FAN-BT47-06	Buffer Tube Fan-out Kit, Indoor, 6 F, 47" tube length	12	PC		$312.84		$81.21	231.63
32CLN		FAN-OD47-06	Buffer Tube Fan-out Kit, Outdoor, 6 F, 47" tube length	12	PC		$835.68			835.68
33CLN	CommScope	107952442 | M104SMB-A-246	Surface Mount Box, universal, (M-series), four port ivory	3	PC	Central Control Room Console	$13.50		$13.50	0.00
34CLN	CECM	Ship/Handling/Restock/PM	Shipping,Handling, PM Time	1	PC		$2,335.94			2,335.94
						Total Cost - Corporate LAN Network	**$134,639.90**	$57,205.46	$3,940.39	65,394.67

PCS Fiber Backbone										
Item	MAKE / VENDOR	PART NO. / MATL. ID	DESCRIPTION	QTY	UOM	COMMENT	Total Cost	Previous Billing	Current Billing	Remaining
1PFB	Corning	SPH-01P	Single-Panel Housing (SPH) Wall-mountable, holds one CCH connector panel, black	6	PC	DCS BACKBONE	$533.02	$516.42		16.60
2PFB	Corning	SPH-DIN-KIT	Single-Panel Housing (SPH) Accessories and Componets DIN rail bracket	6	PC	DCS BACKBONE	$262.89	$254.70		8.19
3PFB	Corning	FAN-BT47-12	Buffer Tube Fan-out Kit, Indoor, 12 F, 47" tube length	6	PC	DCS BACKBONE	$156.44	$156.44		0.00
4PFB	Corning	CCH-CP12-H3	CCH Panel, ST® compatible Adapters Simplex, 12 F, 50 µm multimode (OM3/4)	6	PC	DCS BACKBONE	$549.48	$532.38		17.10
5PFB	Corning	95-050-51-X	UniCam® Connector, ST®, compatiable 50 µm multimode (OM3/OM4 compatible)	96	PC	DCS BACKBONE	$2,084.83	$2,020.80		64.03
6PFB	Corning	CCH-04U	CCH 04U Fiber Patch Panel	1	PC	MODBUS TCP	$485.98	$442.98		43.00
7PFB	Corning	CCH-CP12-E4	CCH Panel, LC Adapters Duplex, 12 F, 50 µm multimode (OM3/4)	16	PC	MODBUS TCP	$1,883.26	$1,262.49	$420.83	199.94
8PFB	Corning	FAN-BT47-06	Buffer Tube Fan-out Kit, Indoor, 6 F, 47" tube length	18	PC	MODBUS TCP	$469.32	$243.60		225.72

9PFB	Corning	95-050-99-X	UniCam® Connector, LC, 50µm multimode (OM3/OM4)	108	PC	MODBUS TCP	$2,324.86	$1,501.70	$750.85	72.31
10PFB	Corning	SPH-01P	Single-Panel Housing (SPH) Wall-mountable, holds one CCH connector panel, black	10	PC	MODBUS TCP	$888.37	$688.56		199.81
11PFB	Corning	SPH-DIN-KIT	Single-Panel Housing (SPH) Accessories and Componets DIN rail bracket	10	PC	MODBUS TCP	$438.15	$339.60	$84.90	13.65
12PFB	Corning	SPH-01P	Single-Panel Housing (SPH) Wall-mountable, holds one CCH connector panel, black	3	PC	SERIAL	$266.51	$258.21		8.30
13PFB	Corning	SPH-DIN-KIT	Single-Panel Housing (SPH) Accessories and Componets DIN rail bracket	3	PC	SERIAL	$131.45	$127.35		4.10
14PFB	Corning	FAN-BT47-06	Buffer Tube Fan-out Kit, Indoor, 6 F, 47" tube length	4	PC	SERIAL	$104.29	$81.20		23.09
15PFB	Corning	CCH-CP12-H3	CCH Panel, ST® compatible Adapters Simplex, 12 F, 50 µm multimode (OM3/4)	3	PC	SERIAL	$274.74	$266.19		8.55
16PFB	Corning	95-050-51-X	UniCam® Connector, ST®, compatiable 50 µm multimode (OM3/OM4 compatible)	24	PC	SERIAL	$521.21	$505.20		16.01
17PFB	Corning	SPH-01P	Single-Panel Housing (SPH) Wall-mountable, holds one CCH connector panel, black	0	PC	PROFINET	$0.00	$0.00		0.00
18PFB	Corning	SPH-DIN-KIT	Single-Panel Housing (SPH) Accessories and Componets DIN rail bracket	0	PC	PROFINET	$0.00	$0.00		0.00
19PFB	Corning	FAN-BT47-06	Buffer Tube Fan-out Kit, Indoor, 6 F, 47" tube length	16	PC	PROFINET	$417.17	$324.80		92.37
20PFB	Corning	CCH-CP12-H3	CCH Panel, ST® compatible Adapters Simplex, 12 F, 50 µm multimode (OM3/4)	0	PC	PROFINET	$0.00	$0.00		0.00
21PFB	Corning	95-050-41-X	UniCam® Connector, SC, 50µm multimode (OM3/OM4 compatible)	0	PC	PROFINET	$0.00	$0.00		0.00
21PFB.1	Corning	95-050-51-X	UniCam® Connector, ST, 50µm multimode (OM3/OM4 compatible)	96	PC	PROFINET	$2,084.83	$0.00	$2,019.99	64.84
	Corning	FAN-BT47-06	Buffer Tube Fan-out Kit, Indoor, 6 F, 47" tube length	4	PC	PROFINET	$119.20			
	CommScope	360-IPR-MFTP-E-HD6B-1U-24 / 760150144	GigaSPEED XL 10D Shielded Modular Panel, 24	96	PC	6-F fibers, TURB ENCL's & Loading & ACDM	$18,816.00			
	CommScope	6-2111984-3 | MP-6AS-C-1 (100/Bag)	Modular Plug Kit, CAT 6A, Shielded	1	Pk	DCS Rm/Central Ctrl Rm (38 Req)	$83.96			
22PFB	---	---	LABOR - For mounting of SPH-01P DIN-Rail SPHs with adapter panels, and 04U FPP in Network Cabinet.	32	PC		$3,865.60	$3,000.00	$200.00	665.60
23PFB	---	---	LABOR - For termination of fiber cables using LC and ST UniCam connectors with Buffer Tube Fan-out Kits.	324	PC		$12,420.00	$9,100.00	$2,700.00	620.00
24PFB	---	---	LABOR - For testing both ends of fiber optic cable termination and reporting results.	324	PC		$5,702.40	$4,396.45	$656.00	649.95
						Total Cost - PCS Fiber Backbone	**$54,883.95**	$26,019.07	$6,832.57	3,013.15

Employee Name	Date	Hours Type	Hours	Job	Rate	Total
JACOBS, HOGAN W	4/29/2024	1ST	5	257081.1	$82.00	$410.00
SMITH, SAMUEL A	4/29/2024	1ST	5	257081.1	$82.00	$410.00
JACOBS, HOGAN W	5/9/2024	1ST	4.5	257081.1	$82.00	$369.00
SMITH, SAMUEL A	5/9/2024	1ST	4.5	257081.1	$82.00	$369.00
JACOBS, HOGAN W	5/10/2024	1ST	8	257081.1	$82.00	$656.00
SMITH, SAMUEL A	5/10/2024	1ST	8	257081.1	$82.00	$656.00
JACOBS, HOGAN W	5/14/2024	1ST	8	257081.1	$82.00	$656.00
SMITH, SAMUEL A	5/14/2024	1ST	8	257081.1	$82.00	$656.00
JACOBS, HOGAN W	5/15/2024	1ST	8	257081.1	$82.00	$656.00
SMITH, SAMUEL A	5/15/2024	1ST	8	257081.1	$82.00	$656.00
						$5,494.00

INVOICE

Communications Supply Corp (a WESCO Company)
2301 Patriot Blvd
Glenview, IL 60026-8020

INVOICE #	INVOICE DATE	DUE DATE
1CA007463	05/03/2024	07/02/2024
ORDER DATE	**PURCHASE ORDER #**	**SALES ORDER #**
05/02/2024	50000444	1CAB033F

PLEASE REMIT PAYMENT TO:

Communications Supply Corp
P.O. Box 847428
Dallas, TX 75284-7428

SOLD TO:

COMMONWEALTH ELECTRIC
OPPD TURTLE CREEK
4225 S 89TH STREET
OMAHA, NE 68127

SHIP TO:

COMMONWEALTH ELECTRIC COMPANY
ATTN:PO#50000444
4141 S 89TH STREET
OMAHA, NE 68127
US

Sales Contact: 402-330-7455
Sales Rep (M3): JOHN CHAMBERLAIN

Ship From (179): CRANBURY NJ 08512

Financial Services: AR_CSC@anixter.wescodist.com
Tax Contact: CSCTransTax@anixter.com

Customer #	Customer Project #	Payment Terms	Tax Rate	Tax Exemption #	Additional Tax Exemption #	Tax Id
503659		NET60	7.0%			06-0961848

Carrier	Tracking #	Freight Terms	FOB Point	
U P S	1Z25AR580340108571	PREPAID		

PLEASE NOTE - SALES TAX HAS BEEN CHARGED FOR NE
CREDIT WILL BE ISSUED UPON RECEIPT OF EXEMPTION CERTIFICATE FOR SHIP-TO STATE.
TOTAL IN CURRENCY USD
SHIP DATE 05-03-2024

Line #	PO Line	Part Number / Item Description	Qty Ord	Qty Shp	Qty B/O	Unit Price/UOM	Extended Amt	
00005		436215 760152801 GSX10D HGS620 MODULAR JACK RJ45 CAT6A SHIELDED SILVER HGS620	6	6	0	$14.5000/EA	$87.00	T
00009		10327578 760254710 SURFACE MOUNT BOX 1P IVY UNIVERSAL 760254710 SMB-1P-246	26	26	0	$2.9500/EA	$76.70	T

Sales Total	**$163.70**
Tax Total	**$11.46**
Total Due	**$175.16**

FOOTNOTES:
T = TAXABLE LINE, E = EXEMPT LINE

Subject to Wesco's Terms of Sales found at
www.wesco.com/TERMS_AND_CONDITIONS_OF_SALE.PDF

INVOICE

Communications Supply Corp (a WESCO Company)
2301 Patriot Blvd
Glenview, IL 60026-8020

INVOICE #	INVOICE DATE	DUE DATE
1CA007462	05/03/2024	07/02/2024
ORDER DATE	**PURCHASE ORDER #**	**SALES ORDER #**
05/02/2024	50000444	1CAB033F
PLEASE REMIT PAYMENT TO:		
Communications Supply Corp P.O. Box 847428 Dallas, TX 75284-7428		

SOLD TO:

COMMONWEALTH ELECTRIC
OPPD TURTLE CREEK
4225 S 89TH STREET
OMAHA, NE 68127

SHIP TO:

COMMONWEALTH ELECTRIC COMPANY
ATTN:PO#50000444
4141 S 89TH STREET
OMAHA, NE 68127
US

Sales Contact: 402-330-7455
Sales Rep (M3): JOHN CHAMBERLAIN

Ship From (102): ALSIP IL 60803

Financial Services: AR_CSC@anixter.wescodist.com
Tax Contact: CSCTransTax@anixter.com

Customer #	Customer Project #	Payment Terms	Tax Rate	Tax Exemption #	Additional Tax Exemption #	Tax Id
503659		NET60	7.0%			06-0961848

Carrier	Tracking #	Freight Terms	FOB Point	
U P S	1Z9WX9300326102246	PREPAID		

PLEASE NOTE - SALES TAX HAS BEEN CHARGED FOR NE
CREDIT WILL BE ISSUED UPON RECEIPT OF EXEMPTION CERTIFICATE FOR SHIP-TO STATE.
TOTAL IN CURRENCY USD
SHIP DATE 05-03-2024

Line #	PO Line	Part Number / Item Description	Qty Ord	Qty Shp	Qty B/O	Unit Price/UOM	Extended Amt	
00002		152287 FAN-BT47-06 BUFFER TUBE FAN-OUT KIT FOR LT CABLE WITH 6-F BUFFER TUBES 47" FAN-OUT TUBING	18	18	0	$16.5000/EA	$297.00	T
00006		438870 760154252 HGS M-SERIES ADAPTER BLUE HGS-A-MS-BLUE PK/25	1	1	0	$13.6000/PK	$13.60	T
00011		188948 107952442 4-PORT SURFACE MT UNLOADED ICONABLE M-SERIES M104SMB-A-246 IVORY	3	3	0	$3.9500/EA	$11.85	T
00013		565661 SPH-01P 12-F WALL-MT ENCLOSURE SINGLE PANEL HOUSING CCH NOT INCLUDED	11	11	0	$69.9500/EA	$769.45	T

INVOICE

Communications Supply Corp (a WESCO Company)
2301 Patriot Blvd
Glenview, IL 60026-8020

INVOICE #	INVOICE DATE	DUE DATE
1CA007462	05/03/2024	07/02/2024
ORDER DATE	**PURCHASE ORDER #**	**SALES ORDER #**
05/02/2024	50000444	1CAB033F

PLEASE REMIT PAYMENT TO:

Communications Supply Corp
P.O. Box 847428
Dallas, TX 75284-7428

Line #	PO Line	Part Number / Item Description	Qty Ord	Qty Shp	Qty B/O	Unit Price	UOM	Extended Amt	
00014		242436 CCH-CP12-A9 12FIBER PANEL LC DUPLEX LOADED SM OS2, 6 ADAPTERS PER PANEL BLUE ADAPTER	2	1	1	$96.5000/EA		$96.50	T
00015		338908 95-200-99 LC 8.3/125 SM UNICAM CONN PRETIUM CERAMIC FERRULE SINGLE PACK	36	36	0	$18.6500/EA		$671.40	T
00017		197604 108168469 L TYPE 2-PT FLUSH MT FACEPLATE 2-PORT SGL GANG M-SERIES WHITE M12L-262	21	21	0	$1.6500/EA		$34.65	T
00019		10327579 760254711 SURFACE MOUNT BOX 2P IVY UNIVERSAL 760254711 SMB-2P-246	1	1	0	$3.3000/EA		$3.30	T
00020		169625 107431546 6-PORT SURFACE MT UNLOADED ICONABLE M-SERIES M106SMB-246 IVORY	2	2	0	$8.7500/EA		$17.50	T
00021		272048 CCH-CP12-E4 12FIBER PANEL LC DUPLEX LOADED MM OM3/OM4, 6 ADAPTERS PER PANEL AQUA ADAPTER	4	4	0	$85.5000/EA		$342.00	T
00024		338912 95-050-51-X ST UNICAM CONN 50/125 OM3/OM4 CER HIGH PERFORMANCE TYPIC LOSS 0.1DB AQUA	96	96	0	$17.1000/EA		$1,641.60	T

INVOICE

Communications Supply Corp (a WESCO Company)
2301 Patriot Blvd
Glenview, IL 60026-8020

INVOICE #	INVOICE DATE	DUE DATE
1CA007462	05/03/2024	07/02/2024
ORDER DATE	**PURCHASE ORDER #**	**SALES ORDER #**
05/02/2024	50000444	1CAB033F
PLEASE REMIT PAYMENT TO:		
Communications Supply Corp P.O. Box 847428 Dallas, TX 75284-7428		

Line #	PO Line	Part Number / Item Description	Qty Ord	Qty Shp	Qty B/O	Unit Price	UOM	Extended Amt
				Sales Total				**$3,898.85**
				Tax Total				**$272.92**
				Total Due				**$4,171.77**

FOOTNOTES:
T = TAXABLE LINE, E = EXEMPT LINE

Subject to Wesco's Terms of Sales found at
www.wesco.com/TERMS_AND_CONDITIONS_OF_SALE.PDF

INVOICE

Communications Supply Corp (a WESCO Company)
2301 Patriot Blvd
Glenview, IL 60026-8020

INVOICE #	INVOICE DATE	DUE DATE
1CA007461	05/03/2024	07/02/2024
ORDER DATE	**PURCHASE ORDER #**	**SALES ORDER #**
05/02/2024	50000444	1CAB033F
PLEASE REMIT PAYMENT TO:		
Communications Supply Corp P.O. Box 847428 Dallas, TX 75284-7428		

SOLD TO:

COMMONWEALTH ELECTRIC
OPPD TURTLE CREEK
4225 S 89TH STREET
OMAHA, NE 68127

SHIP TO:

COMMONWEALTH ELECTRIC COMPANY
ATTN:PO#50000444
4141 S 89TH STREET
OMAHA, NE 68127
US

Ship From (104): LEWISVILLE TX 75057

Sales Contact: 402-330-7455
Sales Rep (M3): JOHN CHAMBERLAIN

Financial Services: AR_CSC@anixter.wescodist.com
Tax Contact: CSCTransTax@anixter.com

Customer #	Customer Project #	Payment Terms	Tax Rate	Tax Exemption #	Additional Tax Exemption #	Tax Id
503659		NET60	7.0%			06-0961848

Carrier	Tracking #	Freight Terms	FOB Point	
U P S	1Z7741660320852052	PREPAID		

PLEASE NOTE - SALES TAX HAS BEEN CHARGED FOR NE
CREDIT WILL BE ISSUED UPON RECEIPT OF EXEMPTION CERTIFICATE FOR SHIP-TO STATE.
TOTAL IN CURRENCY USD
SHIP DATE 05-03-2024

Line #	PO Line	Part Number / Item Description	Qty Ord	Qty Shp	Qty B/O	Unit Price/UOM	Extended Amt	
00007		9816617 760238121 UNIPRISE SLX MODULAR RJ45 JACK CAT 6A SHIELDED W/OUT DUST CVR USL10G-SHLD, BLK	48	48	0	$13.7000/EA	$657.60	T

Sales Total	**$657.60**
Tax Total	**$46.03**
Total Due	**$703.63**

FOOTNOTES:
T = TAXABLE LINE, E = EXEMPT LINE

Subject to Wesco's Terms of Sales found at
www.wesco.com/TERMS_AND_CONDITIONS_OF_SALE.PDF

INVOICE

Communications Supply Corp (a WESCO Company)
2301 Patriot Blvd
Glenview, IL 60026-8020

INVOICE #	INVOICE DATE	DUE DATE
1CA007460	05/03/2024	07/02/2024
ORDER DATE	**PURCHASE ORDER #**	**SALES ORDER #**
05/02/2024	50000444	1CAB033F

PLEASE REMIT PAYMENT TO:

Communications Supply Corp
P.O. Box 847428
Dallas, TX 75284-7428

SOLD TO:

COMMONWEALTH ELECTRIC
OPPD TURTLE CREEK
4225 S 89TH STREET
OMAHA, NE 68127

SHIP TO:

COMMONWEALTH ELECTRIC COMPANY
ATTN:PO#50000444
4141 S 89TH STREET
OMAHA, NE 68127
US

Sales Contact: 402-330-7455
Sales Rep (M3): JOHN CHAMBERLAIN

Ship From (32L): SUWANEE GA 30024

Financial Services: AR_CSC@anixter.wescodist.com
Tax Contact: CSCTransTax@anixter.com

Customer #	Customer Project #	Payment Terms	Tax Rate	Tax Exemption #	Additional Tax Exemption #	Tax Id
503659		NET60	7.0%			06-0961848

Carrier	Tracking #	Freight Terms	FOB Point	
U P S	1Z8Y30250322590975	PREPAID		

PLEASE NOTE - SALES TAX HAS BEEN CHARGED FOR NE
CREDIT WILL BE ISSUED UPON RECEIPT OF EXEMPTION CERTIFICATE FOR SHIP-TO STATE.
TOTAL IN CURRENCY USD
SHIP DATE 05-03-2024

Line #	PO Line	Part Number / Item Description	Qty Ord	Qty Shp	Qty B/O	Unit Price/UOM	Extended Amt	
00010		10327578 760254710 SURFACE MOUNT BOX 1P IVY UNIVERSAL 760254710 SMB-1P-246	2	2	0	$2.9500/EA	$5.90	T

Sales Total	**$5.90**
Tax Total	**$0.41**
Total Due	**$6.31**

FOOTNOTES:
T = TAXABLE LINE, E = EXEMPT LINE

Subject to Wesco's Terms of Sales found at
www.wesco.com/TERMS_AND_CONDITIONS_OF_SALE.PDF

INVOICE

Communications Supply Corp (a WESCO Company)
2301 Patriot Blvd
Glenview, IL 60026-8020

INVOICE #	INVOICE DATE	DUE DATE
1CA007459	05/03/2024	07/02/2024
ORDER DATE	**PURCHASE ORDER #**	**SALES ORDER #**
05/02/2024	50000444	1CAB033F
PLEASE REMIT PAYMENT TO:		
Communications Supply Corp P.O. Box 847428 Dallas, TX 75284-7428		

SOLD TO:

COMMONWEALTH ELECTRIC
OPPD TURTLE CREEK
4225 S 89TH STREET
OMAHA, NE 68127

SHIP TO:

COMMONWEALTH ELECTRIC COMPANY
ATTN:PO#50000444
4141 S 89TH STREET
OMAHA, NE 68127
US

Sales Contact: 402-330-7455
Sales Rep (M3): JOHN CHAMBERLAIN

Ship From (104): LEWISVILLE TX 75057

Financial Services: AR_CSC@anixter.wescodist.com
Tax Contact: CSCTransTax@anixter.com

Customer #	Customer Project #	Payment Terms	Tax Rate	Tax Exemption #	Additional Tax Exemption #	Tax Id
503659		NET60	7.0%			06-0961848

Carrier	Tracking #	Freight Terms	FOB Point	
U P S	1Z7741660320849575	PREPAID		

PLEASE NOTE - SALES TAX HAS BEEN CHARGED FOR NE
CREDIT WILL BE ISSUED UPON RECEIPT OF EXEMPTION CERTIFICATE FOR SHIP-TO STATE.
TOTAL IN CURRENCY USD
SHIP DATE 05-03-2024

Line #	PO Line	Part Number / Item Description	Qty Ord	Qty Shp	Qty B/O	Unit Price/UOM	Extended Amt	
00001		180626 CCH-01U 12/48-F RACK-MT ENCLOSURE 19" 1U EMPTY-ACCEPTS 2 PANELS CASSETTES OR MODULES	2	2	0	$252.0000/EA	$504.00	T
00018		197600 108258427 1-PORT FLUSH MT UNLOADED SGL GANG M-SERIES M10L-262 WHITE	2	2	0	$1.6500/EA	$3.30	T
00022		338911 95-050-99-X LC CONNECTOR 50/125 10G CER PRE-POLISHED STUB, CTS COMPTBL SENIOR, UNICAM	36	36	0	$16.9500/EA	$610.20	T
00023		565662 SPH-DIN-KIT DIN RAIL BRACKET, FOR DIN RAIL MOUNTING FOR THE SPH-01P --	3	3	0	$34.5000/EA	$103.50	T

INVOICE

Communications Supply Corp (a WESCO Company)
2301 Patriot Blvd
Glenview, IL 60026-8020

INVOICE #	INVOICE DATE	DUE DATE
1CA007459	05/03/2024	07/02/2024
ORDER DATE	**PURCHASE ORDER #**	**SALES ORDER #**
05/02/2024	50000444	1CAB033F

PLEASE REMIT PAYMENT TO:

Communications Supply Corp
P.O. Box 847428
Dallas, TX 75284-7428

Line #	PO Line	Part Number / Item Description	Qty Ord	Qty Shp	Qty B/O	Unit Price	UOM	Extended Amt
				Sales Total				**$1,221.00**
				Tax Total				**$85.47**
				Total Due				**$1,306.47**

FOOTNOTES:
T = TAXABLE LINE, E = EXEMPT LINE

Subject to Wesco's Terms of Sales found at
www.wesco.com/TERMS_AND_CONDITIONS_OF_SALE.PDF

Commonwealth Communications

A Division of Commonwealth Electric Company of the Midwest

SOLD TO

Attn: Zachry Industrial, Inc
527 Logwood
San Antonio, TX 78221

PLEASE REMIT TO:

Commonwealth Electric Company
PO Box 30239
Omaha, NE 68103-1339
Phone: (402) 343-2515
Email: rbarth@commonwealthelectric.com
www.commonwealthelectric.com

TERMS: NET 30 DAYS

Customer#	Book Date	Invoice #	Invoice Date	Project #	Contra G/L #
636	5/31/2024	50111	6/3/2024	257080-100	2505000

Invoice Amount	Retained In	Retained Out	Invoice Net	State Sales Tax	Local Sales Tax
$14,945.67	$1,494.57	< >	$13,451.10	$0.00 2411/928	$0.00 2410/214 HA

Customer Purchase Order No.	Project and Location
Agreement 115001-598870	OPPD Standing Bear Station Generation Facility - Omaha, NE

"Fiber and copper terminations"

Please see attached for breakdown – May Billing

Corporate LAN Network:	$ 799.50
Wartsila PCS Network:	4,000.00
Protective Relay Network:	4,100.00
CO Adds Approved by Larry:	6,046.17
Retention:	(1,494.57)
Total Billing:	$ 13,451.10

TOTAL AMOUNT DUE THIS INVOICE: $13,451.10

Thank you for choosing Commonwealth Electric Company!

Prepared for Commonwealth Electric Company of the Midwest

by: Rochelle Burr
Contract Administrator

PLEASE REFER TO INVOICE NUMBER WHEN REMITTING

A FINANCE CHARGE OF 1.3% PER MONTH WILL BE CHARGED ON ALL 30 DAY PAST DUE ACCOUNTS. THIS IS AN ANNUAL PERCENTAGE RATE OF 16%

Corporate LAN Network										
Item	MAKE / VENDOR	PART NO. / MATL. ID	DESCRIPTION	QTY	UOM	COMMENT	Total Cost	Previous Billing	Current Billing	Remaining
1CLN	Corning	CCH-04U	CCH 04U Fiber Patch Panel	16	PC		$7,775.65	$7,087.68		$687.97
2CLN	Corning	CCH-CS24-A9-P00RE	CCH Pigtailed splice Cassette 24 F, LC UPC duplex, Single-mode (OS2), single-fiber (250 µm)	52	PC		$48,556.57	$44,598.24		$3,958.33
3CLN	---	---	LABOR - For field fusion splicing of pigtailed fiber strands of splice cassettes with installation into 04U fiber patch panels	1248	PC		$34,240.00	$9,901.50	$377.50	$23,961.00
4CLN	---	---	LABOR - For testing both ends of fiber optic cable termination and reporting results.	1248	PC		$12,979.20			$12,979.20
5CLN	CommScope	CPP-UDDM-M-2U-48 / 760207282	Descrete Distribution Model Panel M-series, UTP, 48 port	3	PC	CPP - Copper Patch Panel	$341.15	$330.54		$10.61
6CLN	CommScope	CPP-UDDM-M-1U-24 / 760207274	Descrete Distribution Model Panel M-series, UTP, 24 port	12	PC	CPP - Copper Patch Panel	$900.99	$872.97		$28.02
7CLN	CommScope	MGS600-BL / 760092452	GigaSPEED XL10D® MGS600 Series Information Outlet, blue	458	PC	Cat 6A RJ45 Jack Module	$8,259.57	$7,044.61		$1,214.96
8CLN	CommScope	M12L-262 / 108168469	L Type Flush Mounted Faceplate, two port, white	44	PC		$92.20	$89.33		$2.87
9CLN	CommScope	M10L-262 /108258427	L Type Flush Mounted Faceplate, one port, white	83	PC		$173.93	$168.52		$5.41
10CLN	CommScope	SMB-2P-246 / 760254711	Surface Mount Box, 2-ports, Ivory, Universal (M-series or SL-Series)	11	PC	Replaces discontinued M101SMB-B-246	$46.10	$44.67		$1.43
11CLN	CommScope	M106SMB-246 / 107431546	Surface Mount Box, 6-port Ivory, M-Series	4	PC	For Control Room	$44.45	$43.07		$1.38
12CLN	CommScope	M11SP-L / 760072074	Stainless Steel Type Flush Mounted Faceplate with label, one port	12	PC		$229.97	$222.84		$7.13
13CLN	---	---	LABOR - For installing copper patch panels in Network Cabinets, terminating RJ45 jack modules on cable and inserting in patch panels.	228	PC		$4,880.00	$976.00		$3,904.00
14CLN	---	---	LABOR - For termination RJ45 jack modules on work area cables when installing faceplates.	228	PC		$5,812.00	$4,068.00	$422.00	$1,322.00
15CLN	---	---	LABOR - For testing jack module terminations on both ends of Cat 6A cables and reporting results.	456	PC		$18,240.00	$3,648.00		$14,592.00
						Total Cost - Corporate LAN Network	**$142,571.78**	$79,095.97	$799.50	$62,676.31

Wartsila PCS Network										
Item	MAKE / VENDOR	PART NO. / MATL. ID	DESCRIPTION	QTY	UOM	COMMENT	Total Cost	Previous Billing	Current Billing	Remaining
1WPN	Corning	SPH-01P	Single-Panel Housing (SPH) Wall-mountable, holds one CCH connector panel, black	69	PC		$6,129.72	$5,939.07		$190.65
2WPN	Corning	SPH-DIN-KIT	Single-Panel Housing (SPH) Accessories and Componets DIN rail bracket	69	PC		$3,023.24	$2,929.20		$94.04
3WPN	Corning	CCH-CP12-E7	CCH Panel, SC Adapters Duplex, 12 F, 50 µm multimode (OM3/4)	69	PC		$7,701.80	$6,919.72		$782.08
4WPN	Corning	FAN-BT47-06	Buffer Tube Fan-out Kit, Indoor, 6 F, 47" tube length	78	PC		$2,033.70	$1,583.65		$450.05
5WPN	Corning	FAN-BT47-12	Buffer Tube Fan-out Kit, Indoor, 12 F, 47" tube length	18	PC		$469.32	$454.72		$14.60
6WPN	Corning	95-050-41-X	UniCam® Connector, SC, 50µm multimode (OM3/OM4 compatible)	684	PC		$14,854.43	$14,392.42		$462.01
7WPN	---	---	LABOR - For mounting of SPH-01P DIN-Rail housing panels in PCS Cabinets with Adapter Panels.	69	PC		$8,004.00	$2,900.00	$1,000.00	$4,104.00
8WPN	---	---	LABOR - For termination of fiber cables using SC UniCam connectors with Buffer Tube Fan-out Kits.	684	PC		$17,520.00	$6,366.00	$3,000.00	$8,154.00
9WPN	---	---	LABOR - For testing both ends of fiber optic cable termination and reporting results.	684	PC		$12,038.40			$12,038.40
						Total Cost - Wartsila PCS Network	**$71,774.60**	$41,484.78	$4,000.00	$26,289.82

Protective Relay Network										
Item	MAKE / VENDOR	PART NO. / MATL. ID	DESCRIPTION	QTY	UOM	COMMENT	Total Cost	Previous Billing	Current Billing	Remaining
1PRN	Corning	CCH-04U	CCH 04U Fiber Patch Panel	0	PC	Included in Protective Relay Cabinets				$0.00
2PRN	Corning	CCH-CP12-E4	CCH Panel, LC Adapters Duplex, 12 F, 50 µm multimode (OM3/4)	16	PC		$1,883.26	$1,683.32		$199.94
3PRN	Corning	CCH-CP06-15T	CCH Panel, ST® Compatible Adapters, Simplex, 6 F, 62.5 µm multimode (OM1)	4	PC		$211.48	$189.50		$21.98
4PRN	Corning	SPH-01P	Single-Panel Housing (SPH) Wall-mountable, holds one CCH connector panel, black	4	PC		$355.35	$344.29		$11.06

5PRN	Corning	SPH-DIN-KIT	Single-Panel Housing (SPH) Accessories and Componets DIN rail bracket	4	PC		$175.26	$169.81		$5.45
6PRN	Corning	FAN-BT47-06	Buffer Tube Fan-out Kit, Indoor, 6 F, 47" tube length	12	PC		$312.88	$243.64		$69.24
7PRN	Corning	FAN-BT47-12	Buffer Tube Fan-out Kit, Indoor, 12 F, 47" tube length	8	PC		$208.58	$202.10		$6.48
8PRN	Corning	95-050-99-X	UniCam® Connector, LC, 50µm multimode (OM3/OM4)	144	PC		$3,099.82	$3,003.40		$96.42
9PRN	Corning	95-000-50	UniCam® Connector, ST®, compatiable 62.5 µm multimode (OM1)	24	PC		$384.96	$372.99		$11.97
10PRN	---	---	LABOR - For field termination of UniCam LC and ST connectors.	144	PC		$4,944.00		$2,400.00	$2,544.00
11PRN	---	---	LABOR - For testing both ends of fiber optic cable termination and reporting results.	168	PC		$2,956.80		$1,200.00	$1,756.80
12PRN	CommScope	360-IPR-MFTP-E-HD6B-1U-24 / 760150144	SYSTIMAX 360™ GigaSPEED X10D®Evolve High Density Shielded Modular Panel, 24 port	3	PC	CPP - Copper STP Patch Panel	$495.30	$479.90		$15.40
13PRN	CommScope	HGS620 / 760152801	GigaSPEED X10D® HGS620 Shieled High Density Information Outlet, Cat 6A, STP	32	PC	Cat 6A STP RJ45 Jack Module	$688.04	$570.95		$117.09
14PRN	CommScope	HGS-A-MS-RED / 760154260	High Density M-Series Adapter for HGS602, Red	32	PC		$552.30	$535.12		$17.18
15PRN	CommScope	M11SP-L / 760072074	Stainless steel faceplate with label, 1-port, M-Series	16	PC		$306.63	$297.12		$9.51
16PRN	CommScope	M12SP-L / 760072181	Stainless steel faceplate with label, 2-port, M-Series	1	PC		$19.16			$19.16
17PRN	---	---	LABOR - For terminating RJ45 jack modules to cables in Relay Panels and at Work Area Faceplates.	16	PC		$2,168.00		$500.00	$1,668.00
18PRN	---	---	LABOR - For testing jack module terminations on both ends of Cat 6A cables and reporting results.	32	PC		$1,280.00			$1,280.00
						Total Cost - Protective Relay Network	**$20,041.81**	$8,092.14	$4,100.00	$7,849.67

CO Adds approved by Larry

Item	MAKE / VENDOR	PART NO. / MATL. ID	DESCRIPTION	QTY	UOM	COMMENT	Total Cost	Previous Billing	Current Billing	Remaining
	Uniprise	UN874023704/10	23/4 PR Solid CAT6A Shielded Cable	2000	Ft		$2,744.76	$0.00	$2,337.95	$406.81
	Allen Bradley	1492-EAJ35	Din Rail	50	PC		$147.60	$0.00	$140.28	$7.32
	Lynn Electronics	106190	Shielded Mod Plugs & Crimp Tool	2	PC		$291.29	$0.00	$249.44	$41.85
	Uniprise	UN874023704/10	23/4 PR Solid CAT6A Shielded Cable	5000	Ft		$6,434.66	$0.00	$0.00	$6,434.66
	---	---	LABOR - Install added Din Rails	10.5	PC		$995.50	$0.00	$995.50	$0.00
	---	---	LABOR - Install Mod Plugs	25	PC		$2,323.00	$0.00	$2,323.00	$0.00
	---	---					$0.00	$0.00		$0.00
							$0.00	$0.00		$0.00
							$0.00			$0.00
						Total Cost - Wartsila PCS Network	**$12,936.81**	$0.00	$6,046.17	$6,890.64

Employee Name	Date	Hours Type	Hours	Job	Rate	Total
JACOBS, HOGAN W	4/30/2024	1ST	7	257080.1	$82.00	$574.00
SMITH, SAMUEL A	4/30/2024	1ST	7	257080.1	$82.00	$574.00
JACOBS, HOGAN W	5/1/2024	1ST	5	257080.1	$82.00	$410.00
SMITH, SAMUEL A	5/1/2024	1ST	5	257080.1	$82.00	$410.00
JACOBS, HOGAN W	5/2/2024	1ST	8	257080.1	$82.00	$656.00
SMITH, SAMUEL A	5/2/2024	1ST	8	257080.1	$82.00	$656.00
JACOBS, HOGAN W	5/3/2024	1ST	2	257080.1	$82.00	$164.00
SMITH, SAMUEL A	5/3/2024	1ST	2	257080.1	$82.00	$164.00
JACOBS, HOGAN W	5/6/2024	1ST	7	257080.1	$82.00	$574.00
SMITH, SAMUEL A	5/6/2024	1ST	7	257080.1	$82.00	$574.00
JACOBS, HOGAN W	5/7/2024	1ST	8	257080.1	$82.00	$656.00
SMITH, SAMUEL A	5/7/2024	1ST	8	257080.1	$82.00	$656.00
JACOBS, HOGAN W	5/8/2024	1ST	8	257080.1	$82.00	$656.00
SMITH, SAMUEL A	5/8/2024	1ST	8	257080.1	$82.00	$656.00
JACOBS, HOGAN W	5/9/2024	1ST	3.5	257080.1	$82.00	$287.00
SMITH, SAMUEL A	5/9/2024	1ST	3.5	257080.1	$82.00	$287.00
JACOBS, HOGAN W	5/13/2024	1ST	8	257080.1	$82.00	$656.00
SMITH, SAMUEL A	5/13/2024	1ST	8	257080.1	$82.00	$656.00
JACOBS, HOGAN W	5/16/2024	1ST	8	257080.1	$82.00	$656.00
SMITH, SAMUEL A	5/16/2024	1ST	8	257080.1	$82.00	$656.00
JACOBS, HOGAN W	5/17/2024	1ST	3	257080.1	$82.00	$246.00
SMITH, SAMUEL A	5/17/2024	1ST	3	257080.1	$82.00	$246.00
JACOBS, HOGAN W	5/20/2024	1ST	7	257080.1	$82.00	$574.00
SMITH, SAMUEL A	5/20/2024	1ST	7	257080.1	$82.00	$574.00
						$12,218.00

SALES INVOICE

Accu-Tech
We're Known by the Companies We Keep

ACCU-TECH CORPORATION
11350 OLD ROSWELL ROAD SUITE 100
ALPHARETTA, GA 30009

PLEASE REMIT PAYMENT TO:
ACCU-TECH CORPORATION PO BOX 840781 DALLAS, TX 75284-0781

INVOICE NO.	**89E117676**
INVOICE DATE	04/15/24
SALES ORDER	89EB0TFZ
CUSTOMER NO.	018893
TERMS	NET30
DUE DATE	05/15/24

SOLD TO:

COMMONWEALTH ELECTRIC COMPANY
OMAHA
4225 SOUTH 89TH STREET
OMAHA, NE 68127

QUESTIONS ABOUT THIS INVOICE?	
SALES CONTACT:	JOHN HUG
CUSTOMER SERVICE:	402-408-4580
ACCOUNTS RECEIVABLE:	AR@accu-tech.com

SHIP TO:

COMMONWEALTH ELECTRIC COMPANY
OMAHA
4225 SOUTH 89TH STREET
OMAHA, NE 68127
US

CUSTOMER PO	SHIP DATE	FREIGHT TERMS	SHIP VIA	TRACKING NUMBER
257080-100 CO	04/15/24	WILL CALL	WILL CALL/PICK	HOGAN JACOBS

TAX RATE	TAX EXEMPTION #	FEIN	SHIP FROM
7.0%		58-1549426	(89E) OMAHA, NE 68138

PLEASE NOTE - SALES TAX HAS BEEN CHARGED FOR NE
CREDIT WILL BE ISSUED UPON RECEIPT OF EXEMPTION CERTIFICATE FOR SHIP-TO STATE.
TOTAL IN CURRENCY USD
SHIP DATE 04-15-2024

LINE	PART NUMBER	DESCRIPTION	ORDER QTY.	QTY. SHIPPED	QTY. B/O	UNIT PRICE	UM	EXTENSION
01	CS44PS-2	UN874023704/10 23/4PR SOL SHLD CAT6A CMP 1000' REEL - RED --	2000	2000	0	950.0000	MF	1,900.00 T

FOOTNOTES:
T = TAXABLE LINE, E = EXEMPT LINE

Thank You for your business!

MATERIAL TOTAL	$1,900.00
FREIGHT	$0.00
REEL	$0.00
OTHER	$0.00
SALES TAX	$133.00
TOTAL DUE	$2,033.00

Subject to Accu-Tech's Terms and Conditions found at www.accu-tech.com/termsandconditions

Go Paperless! Sign up through www.accu-tech.com/edelivery-request

INVOICE

GraybaR.

4360 SOUTH 90TH ST
OMAHA NE 68127-1310

Invoice Questions Please Call or Email
402-951-1300 or ARQuestions@graybar.com

Invoice No: **9336791695**
Invoice Date: 04/12/2024
Account Number: 0000257679
Account Name: COMMONWEALTH ELEC/COMM

Remit Payments To:
GRAYBAR ELECTRIC COMPANY, INC. PO BOX 504490 SAINT LOUIS MO 63150-4490

Ship to:
COMMONWEALTH ELEC/COMM
4225 S 89TH ST
OMAHA NE 68127-1503

COMMONWEALTH ELEC/COMM
4225 S 89TH ST
OMAHA NE 68127-1503

PO #: 257080-100CO — SO#: 385091012

Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
8052713615		Will Call Order	04/08/2024	OMAHA, NE	S/P - F/A	

Signed/Ordered by: EVAN/Evan French

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	106190 LYNN ELECTRONICS CORP RJ45 CAT6A 10 GIG SHLD CNTR W/LNR BG 100	129.00 / 1	# 129.00



PAY INVOICES QUICKLY and EASILY ONLINE!

Use our customer portal for all your account needs. Make payments, obtain invoice copies, find proof of deliveries and more! Registering is easy. Contact your local branch or visit *billpay.graybar.com* to sign up.

# Indicates Taxable Item

Terms of Payment

2% 10th Prox., net 15th Prox.

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	129.00
Freight & Handling	0.00
Tax	9.03
Total Due	138.03
Cash Discount (if paid within terms)	-2.58

SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON WWW.GRAYBAR.COM.

INVOICE

GraybaR.

4360 SOUTH 90TH ST
OMAHA NE 68127-1310

Invoice Questions Please Call or Email
402-951-1300 or ARQuestions@graybar.com

Invoice No: **9336803224**
Invoice Date: 04/12/2024
Account Number: 0000257679
Account Name: COMMONWEALTH ELEC/COMM

Remit Payments To:
GRAYBAR ELECTRIC COMPANY, INC. PO BOX 504490 SAINT LOUIS MO 63150-4490

Ship to:
COMMONWEALTH ELEC/COMM
4225 S 89TH ST
OMAHA NE 68127-1503

COMMONWEALTH ELEC/COMM
4225 S 89TH ST
OMAHA NE 68127-1503

PO #: 257080-100CO — SO#: 385091012

Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
8052752266		WILL CALL ORDER	04/10/2024	OMAHA, NE	S/P - F/A	

Signed/Ordered by: EVAN/Evan French

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	12516C LYNN ELECTRONICS CORP TELE-TITANXG 2 CAT6A-10G CRIMP TOOL	73.71 / 1	# 73.71





PAY INVOICES QUICKLY and EASILY ONLINE!

Use our customer portal for all your account needs. Make payments, obtain invoice copies, find proof of deliveries and more! Registering is easy. Contact your local branch or visit *billpay.graybar.com* to sign up.

# Indicates Taxable Item

Terms of Payment

2% 10th Prox., net 15th Prox.

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	73.71
Freight & Handling	0.00
Tax	5.16
Total Due	78.87
Cash Discount (if paid within terms)	-1.47

SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON WWW.GRAYBAR.COM.

RENSENHOUSE

9201 J STREET
OMAHA, NE 68127

T: 4025927500 F: 4025925870

Invoice

INVOICE NO.	INVOICE DATE
5411-1137922	04/08/2024

PLEASE SHOW INVOICE NO. AND REMIT TO:

PO BOX 850658
MINNEAPOLIS, MN 55485-0658

SOLD TO:

COMMONWEALTH ELECTRIC
4225 S 89TH ST
OMAHA, NE 68127

SHIP TO:

COMMONWEALTH ELECTRIC
9201 J STREET
OMAHA, NE 68127

ACCOUNT #/NAME	JOB NAME	CUSTOMER ORDER NO.
T3-15302 COMMONWEALTH ELECTRIC		257080-100 DIN CO

SALESPERSON	SHIPPING INFORMATION	SHIP VIA	SHIP DATE
1130 RM	PREPAID	WILL CALL	04/08/2024

	QTY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE	PER	DISC.	EXTENSION	C/D
T	50	AB 1492-EAJ35	T-BLK STD. END ANCHOR FOR 1492-J		50	2.28	E		114.00	2.0

TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THROUGH ERROR ON OUR PART.

A SERVICE CHARGE OF 1 ½% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY APPLICABLE STATE LAW, WILL BE MADE ON ALL PAST DUE ACCOUNTS.

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.

B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.

C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

CASH DISCOUNT 2.28 OFF TOTAL DUE IF PAID BY THE 10TH OF THE MONTH FOLLOWING PURCHASE

MERCHANDISE		114.00
SALES TAX	7.00000	7.98
SHIPPING CHARGE		0.00
TOTAL DUE		121.98

SUBCONTRACTOR'S APPLICATION, CERTIFICATE FOR PAYMENT AND CONDITIONAL LIEN WAIVER

Page One of Pages

TO: Zachry Industrial Inc
Enterprise Accouting
PO Box 240130
San Antonio, TX 78224-0130

PROJECT: OPPD - Standing Bear

APPLICATION NO.: 4
PERIOD TO: 5/1/2024
PROJECT NO.: 115001-600327
257069

Distribution to:
___ OWNER
___ ARCHITECT
_X_ CONTRACTOR

FROM: Commonwealth Electric Company
4225 South 89th Street
Omaha, NE 68127

SUBCONTRACT FOR: Electrical

CONTRACT DATE:

The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

On receipt by the undersigned of a check from Sachs Electric Company in the amount of $ the "Current Payment Due" payable to Subcontractor *(Payee or Payees of Check)* and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal retained percentage fund or statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statue related to claim or payment rights for the persons in the undersigned's position that the undersigned has on the job of *(Owner)* _____ for the above referenced "Project" located at _____ to the following extent. This release covers all claims for labor, services, equipment, or materials furnished to the jobsite or to BCargill through the "Period To" date referenced above, but does not cover any retention pending, modifications and changes or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full for all his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced Project up to the "Period To" date referenced above of this waiver.

SUBCONTRACTOR: Commonwealth Electric Company of the Midwest

By: Neil Davidson Date: 5-1-24

STATE OF NE }
} SS
COUNTY OF Douglas

Subscribed and sworn to before me this 1st day of May, 20 24

April Samuelson My Commission Expires 12-21-24
Notary Public

State of Nebraska – General Notary
APRIL SAMUELSON
My Commission Expires
December 21, 2024

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in Previous months by Owner		
TOTAL		
Approved this Month		
Number / Date Approved		
TOTALS		

Application is made for Payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	ORIGINAL SUBCONTRACT SUM	$ 112,505.00
2.	Net change by Change Orders	
3.	SUBCONTRACT SUM TO DATE (Line 1+/-2)	$ 112,505.00
4.	**TOTAL COMPLETED & STORED TO DATE** (Column G on Continuation Sheet)	$ 112,505.00
5.	**RETAINAGE:**	
	a. 10% of Completed Work (Column D + E on Continuation Sheet)	$ -
	b. __% of Stored Material (Column F on Continuation Sheet)	$ -
	Total Retainage (Line 5a + 5b or Total in Column 1 on Continuation Sheet)	$ -
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$ 112,505.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$ 101,254.50
8.	**CURRENT PAYMENT DUE**	$ 11,250.50
9.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$ -

FOR JOBSITE USE ONLY:

VENDOR NO.	JOB #	SUB JOB #	CONTRACT #	ITEM #	COST DISTRIBUTION
JOBSITE APPROVAL:					

DEDUCTS: Attach Appropriate Forms	TAX EXEMPT OWNER PAYMENT	BACKCHARGES	RETENTION RELEASE
DISCOUNT	PAY APPLICATION NO./DESCRIPTION		

Date _____

JOBSITE VERIFY: (Check if Applicable)
- ☐ Sub Bonds Approved **OR** Not Required
- ☐ Contract has been executed.
- ☐ Hold Check for Owner Payment
- ☐ Contractor Default Insurance Approved **OR** Not Required
- ☐ Subcontractor's Ins Certif Current/Approved
- ☐ Line 4 does not exceed Sub Status Contract Amt

REMINDER: Update your Lien Waiver Tracking System

If any box is not checked, Director's approval is required.

Director's Signature _____

Owner Pay Request No. _____

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 4
APPLICATION DATE: 05/01/24
PERIOD TO: 05/01/24
PURCHASE ORDER: 115001-600327
CECM JOB #: 257069

A ITEM NO.	B DESCRIPTION	Proposed Value	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
1	Material - Light Fixtures, J-Boxes, Light Poles		$46,500.00	$46,500.00			$46,500.00	1.00	$0.00	$4,650.00
2	Labor associated with installation		$64,879.97	$64,879.97			$64,879.97	1.00	$0.00	$6,488.00
3	Perforamcne Bond		$1,125.03	$1,125.03			$1,125.03	1.00	$0.00	$112.50
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
	SUBTOTAL (Base Contract)		$112,505.00	$112,505.00	$0.00	0.00	$112,505.00	1.00	$0.00	$11,250.50
	TOTAL (Including SCOs)	$0.00	$112,505.00	$112,505.00	$0.00	0.00	$112,505.00	1.00	$0.00	$11,250.50

Commonwealth Electric Company of the Midwest

Commonwealth Electric Company
of the midwest
"Committed to Excellence"

Seller's Name:	Commonwealth Electric of the Midwest
Seller's Address:	4225 S 89th St Omaha, NE 68127
Contact Information:	Noah Thornton, Sr PM 402-677-8318
Project:	Electrical Construction Support - Standing Bear Lake Station
Project Location:	Omaha, NE
Project Number:	257082-001
Attention:	Zachry Industrial
	PO Box 240130 San Antonio, TX 78224-0130
Billing Period:	4/22/2023 - 5/22/2024
Contract Number:	110051-605028
Application Date:	5/22/2024
Application/Invoice #:	007

Labor Local #22			Hours	Rate	Amount
Productive Labor From Accounting Report			15817.00		$ 1,042,105.86
Management and Support Staff					
Project Manager			368.75	$ 145.00	$ 53,468.75
Project Manager OT			0.00	$ 217.50	$ -
Superintendent			393.50	$ 105.00	$ 41,317.50
Superintendent OT			61.00	$ 157.50	$ 9,607.50
Project Controls/Scheduler			92.00	$ 145.00	$ 13,340.00
Project Controls/Scheduler OT			0.00	$ 217.50	$ -
Safety/Quality Manager			794.00	$ 94.00	$ 74,636.00
Safety/Quality Manager OT			83.75	$ 141.00	$ 11,808.75
Safety Facilitator/Technician			0.00	$ 85.00	$ -
Safety Facilitator/Technician OT			0.00	$ 127.00	$ -
Quality Inspector			0.00	$ 84.40	$ -
Quality Inspector OT			0.00	$ 116.84	$ -
Total Labor Hours and Amount			17610.00		$ 1,246,284.36
Small Tools				2%	$ 24,925.69
Indirect Support				1%	$ 12,462.84
Safety Requirements				2%	$ 24,925.69
Labor Total Including Mark-up					$ 1,308,598.58

Material Vendor	CECM Accounting Code		Invoice Date	Invoice Number	Invoice Amount
See Materials List					131,917.71
Material Total Before Mark-up					131,917.71
Material Fee	10%				13,191.77
Material Total Including Mark-up					145,109.48

CECM Tools and Equipment (NECA RATES) Description			Invoice Date		Amount
SEE TOOL RENTALS SHEET					
Total CECM Tool and Equipment Charges					52,921.69
CECM Tools & Equipment Fee	10%				5,292.17
Total CECM Tool and Equipment Charges Including Mark-up					58,213.85

3rd Party Equipment	CECM Accounting Code		Invoice Date	Invoice Number	Amount
ECHO ELECTRIC SUPPLY Crimper			5/6/2024	S010515122003	527.50
ECHO ELECTRIC SUPPLY hook sheave			5/6/2024	S010558866002	316.50
ECHO ELECTRIC SUPPLY Crimper			5/6/2024	S010559840002	527.50
ECHO ELECTRIC SUPPLY Crimper			5/9/2024	S010545150003	791.25
ECHO ELECTRIC SUPPLY CABLE PULLER			5/15/2024	S010571369002	1055.00
ECHO ELECTRIC SUPPLY die			5/17/2024	S010487313004	263.75
ECHO ELECTRIC SUPPLY spool			5/18/2024	S010584542002	263.75
ECHO ELECTRIC SUPPLY die			5/20/2024	S010404907006	64.20
ECHO ELECTRIC SUPPLY die			5/20/2024	S010490139004	128.40
ECHO ELECTRIC SUPPLY pulling eq			5/21/2024	S010634715 ACK	6048.18
HERC RENTALS INC UTVs			5/3/2024	34193491006	2035.58
HONEYMAN RENT ALL inspec camera			4/26/2024	351805B1	2799.12
RAKA Boom 135'			4/25/2024	486640004	9798.05
RAKA UTVs			4/29/2024	458180007	769.89
RAKA Scissor 26'			5/3/2024	477500005	970.17
RAKA Boom 45-48'			5/7/2024	510330004	1836.48
RAKA Boom 66'			5/10/2024	465380010	2129.88
RAKA 175 kw generator			5/12/2024	466660009	8459.52
RAKA spill berm			5/15/2024	473660008	844.00
RAKA telehandler			5/15/2024	545510001	4379.77

Commonwealth Electric Company of the Midwest

RAKA Scissor 26' RT			5/16/2024	469140007	969.11
RAKA Boom 135' RET			5/22/2024	486640005	8834.31
SUNBELT RENTALS UTVs			4/23/2024	1514318250002	680.48
SUNBELT RENTALS UTVs			4/29/2024	1527038900005	21.63
SUNBELT RENTALS 2 Manlift 30', UTV			4/30/2024	1528314170001	4675.73
SUNBELT RENTALS Break Tent			5/4/2024	1482472920006	5000.70
SUNBELT RENTALS UTV			5/14/2024	1534343660001	1120.59
SUNBELT RENTALS Elec Scissor lift 40-44'			5/14/2024	1534344200001	2379.50
SUNBELT RENTALS UTV			5/17/2024	1513209580003	693.74
SUNBELT RENTALS 2 UTVs			5/17/2024	1527308900006	1484.28
SUNBELT RENTALS UTV			5/21/2024	1514318250003	680.48
SUNBELT RENTALS 4000W solar light			5/21/2024	1527031000005	958.39
UNITED RENTALS INC Scissor Lift 39-40'			4/28/2024	227616358008	1105.64
UNITED RENTALS INC (trench safety) Tripod Pkg			5/4/2024	229536907005	3527.92
UNITED RENTALS INC (trench safety) Tripod Pkg			5/10/2024	230821822004	3527.92
UNITED RENTALS INC (trench safety) Tripod Pkg RET			5/21/2024	229536907006	1774.52
WILLIAMS SCOTSMAN INC Trailer			4/26/2024	9020789088	3792.47
Total 3rd Party Equipment					85,235.90
3rd Party Equipment Fee	5%				4,261.80
Total Outside Equipment Charges Including Mark-up					89,497.70
Subcontractors					
Description	CECM Accounting Code		Invoice Date	Invoice Number	Amount
Total Subcontractors					0.00
Subcontractor Fee	5%				0.00
Total Subcontractors Fee Including Mark-up					0.00
Purchase Orders					
Description	CECM Accounting Code		Invoice Date	Invoice Number	Amount
Total Purchase Orders					0.00
Purchase Order Fee	10%				0.00
Total Purchase Order Fee Including Mark-up					0.00
Mobilization/Demobilization					
Description			Invoice Date	Invoice Number	Amount
Demobilization					101,550.00
Total Mobilization/Demobilization Including Mark-up					101,550.00
Summary					
Total Billing					**1,702,969.61**

4.22.2024 - 4.27.2024	#001	Labor Accounting Report									
Employee	Classification	4/22/2024	4/22/2024	4/23/2024	4/23/2024	4/24/2024	4/24/2024	4/25/2024	4/25/2024	4/26/2024	4/26/2024
Gable, Jared (No Progress)	GF	8	1.5	8	1.5	8	1.5	8	1.5	6.5	0.5
Getrost, Michael (No Progress)	GF	8		8	0.5	8	1.5	8		6.5	
Ritterbush, Mark (No Progress)	GF	8	1.5	8	1.5	8	1.5	8	1.5	6.5	0.5
Roetman, Ryan (No Progress)	GF	8	2	8	2	8	1	8	1.5	7	0.5
Houdesheldt, Andrew (red dot)(No Progress)	GF	1.5	1		1			8	1.5	6.5	0.5
Barber, Corey	F	8	1.5	8	1.5	8	1.5	8	1.5	6.5	0.5
Gibbons, Steve	F	8	0.5	8	1.5	8	1.5	8	1.5	5	0.5
Guenther, Taylor	F	8	1.5	8	1.5	8	1.5	8	1.5	6.5	0.5
Houdesheldt, Andrew	F	6.5	0.5	8	0.5	8	1.5				
Keuck, Noah	F	8	1.5	8	1.5	8	1.5	8	1.5		
Krifels, Joshua	F	8	1.5	8	1.5	8	1.5	8	1.5	6.5	0.5
Lautrup, Alan	F	8	1.5	8	1.5	8	1.5	8	1.5	5	0.5
McColley, Mitch	F	5.5	0.5	8	1.5	8	1.5	8	1.5	5	0.5
Myers, Jared	F	8	1.5	8	1.5	8	1.5	8	1.5	5	0.5
Roubal, Ron	F	8	1.5	8	1	8	1.5	8	1.5	6.5	0.5
Schneider, Heath (Energy Marshal)(No Progress)	F	8	1.5	8	1.5	8	1.5	8	1.5	6.5	0.5
Colabello, Kevin (red dot)	F									5	0.5
Crawford, Scott (red dot)	F							8	1.5	6.5	0.5
Labombard, Hayden (red dot)	F	1.5	1								
Legge, Brian (red dot)	F		1								
Preston, Kyron (red dot)	F	2.5	1								
Armstrong, Anthony	JW	8	1	5		8	1	8	1	5.5	
Avalos, Eloy	JW			8	1	8	1	8	1		
Bergdorf, James	JW			8	1	8	1	8	1	5	
Beymer, Steve	JW	8	1	0.5				8	1	6.5	
Carden, Damon	JW	8	1	8	1	8	1	8	1	5	
Colabello, Kevin	JW			8		8	1	8	1		
Crawford, Scott	JW	8	1	8	1	8	1				
Densberger, Clint (Lull driver) (No Progress)	JW			8	1	5.5					
Goodwater, Dale	JW	8		8		8		8		6.5	
Granados, Eli	JW	8	1	8	1	8	1	8	1	5	
Hoffman, Daniel	JW	8	1	8	1	8		8	1		
Hurley, Andrew	JW	8		8		8		8	1	2	
Johnson, Joseph	JW	8		3		8		8		6.5	
Kopecky III, Donald	JW	6.5		6.5		8	1	8	1	5	
Labombard, Hayden	JW	6.5									
Landholm, Tyler	JW	8	1								
Legge, Brian	JW	8		8	1	8	1	8	1		
Lerette, Paul	JW	8	1	8	1	8	1	8	1	5	
Mack, Jacob	JW	8	1	8	1	8	1	8	1	6.5	
Maynes, Ralph	JW	8	1	8	1	8	1	8	1	6.5	
McClarnon, Brandon	JW	8		4		6.5	1	7.5	1	5	
Mruz, Jacob	JW	8	1	8	1	8	1	8	1	6.5	
Preston, Kyron	JW	5.5		8	1	8	1	8	1	5	
Reiner, Chad	JW	4		8	1	8	1	8	1	6.5	
Roubal, Aaron	JW	5.5									
Schafer, Matthew	JW	3.5	1.5	8	1	8	1	4		5	
Strong, Aaron	JW	8	1	8	1			8	1	5	
Urbanovsky, Matthew	JW	8		8	1			8		5	
Varra, Joush	JW	8	1	8	1	8	1	8	1	5	
Veik, Johnathan	JW			8	1	8	1				
Whitt, Roger	JW	8	1	7.5		8	1	8	1	6.5	
Alexander, Joseph	APP	8		8	1	8		8	1	5	0.5
Allison, Joseph	APP	8		8	1	8		8	1	5	
Barna, Bradlee	APP	8	1	8	1	8		8	1	5	

Boll, Russell	APP	8		8	1	8		8	1	5	
Bridwell, Colton	APP	8		5.5		5.5					
Brooks, Thomas	APP	8		8	1	5.5		8	1	5	
Bruno, William	APP	8		8				8		5	
Cain, Caleb	APP	8	1	8		8	1	8		5.5	
Callan, Trevor	APP	8		8	1	8		8	1	5	
Cawthon, Aaron	APP					8		8		5	
Christiansen, Mitchell	APP	5		8	1	8		8		6.5	
Clark, Adam	APP	8		8	1	8		8	1	5	
Colabello, Colin	APP	8		8	1	8		8		5	
Corona, Kevin	APP	8		8		8	1	8		5	
Crew, Caleb (Delivery Driver)(No Progress)	APP	2		2		2		2		2	
Dang, Alex (Delivery Driver)(No Progress)	APP	4		4		4				4	
Danielson, Eric	APP			8		8	1	8		5.5	
Davis, Nathanael	APP	8		8	1	8		5			
Donohoe, James	APP			8		8	1	8		5	
Dougherty, James	APP	8	1	8		8	1			5.5	
Dropinski, Justin	APP			6	1	8					
Folkers, Jayden (Warehouse)(No Porgress)	APP			2				4		4	
Gale, Kyle	APP	8	1	8		8	1	8		5	
Garner, Dylan	APP	8		8	1			8	1	5	
Godfrey, Logan	APP	8	1	8		5		8		5	0.5
Grassau, Christopher (Warehouse)(No Progress)	APP	4		3		1				2	
Grassau, Nicholas	APP	8		8	1	8		8		6.5	
Gross, Santiago	APP	6		8		5.5		6		3	
Henderson, laina	APP	8		8	1	8		5.5		5	
Honaker, Dan	APP	8		8	1	8	1	8		5	
Iverson, Brandon	APP	8	1	8		8	1	8		6.5	
James, Michael	APP	8		8	1	8		8	1	6.5	
Kaluza, John	APP	8	1	8		8	1	8		6.5	
Kesselberg, Nate	APP	8	1	8		8	1	8		5	
Kohler, Nathan	APP	8		8	1	8		8	1		
Lathrop, Adam	APP	8		8		8		8		5	
Magill, Cole	APP	8		8		8		8		5	0.5
Maness, Joshua	APP	8		8	1	8		8		6.5	
McCracken, Shawn	APP	8	1	8		8	1	8		5.5	
McGaughey, Mason	APP	8		8	1	8				5.5	
Monden, Jared	APP	8	1	8		8	1	8		5	
Nava-Oliveros, Eric	APP	8		8	1	8		8	1	5	
Paul, Brian	APP	8	1	8		8	1	8		5	
Pecha, Patrick	APP	8	1	8		8	1	7			
Perquin, Brandon	APP	7		8	1	8		8	1	5	
Powell, Tanner	APP	8	1	8		8	1	8		5	
Price, Jeremy	APP	8	1	8		8	1	8		6.5	
Reicks, Marco	APP	8		8		8		8	1	6.5	
Reid, Ethan	APP	8		8	1	8		8			
Rice, Michael	APP	8	1	8		8	1			6.5	
Rohe, Conner	APP			8	1	8		8	1	5	
Ruiz, Grant	APP			8		8	1	8		6.5	
Rule, Ed	APP	8		8	1	8		7			
Santiago, Gabe	APP	8				8		8	1	5	
Savala, Caleb	APP	8		8	1	8		8	1	6.5	
Schaefer, Alexander	APP	6		8		8	1	8		6.5	
Schuette, Nathan	APP	8	1	8		8	1	8			
Solberg, Paul	APP	8	1	8		8	1	8		5	
Villella, Kyle	APP	8	1	8		8	1	8		6.5	
Walker, Sidney	APP	8	1	8		8	1	8	1	5	
Wetuski, Tyler (material runner)(No Progress)	APP	8	1	8	1	8	1	8	1	6.5	
Wilson, Camron	APP	8		8	1	8		8	1	6.5	
Total Hours		731	58	777	67.5	760.5	66	744	62.5	496.5	9
										3509	263

Hours Per Classification Per Job

	Labor Accounting Report									
Classification	4/22/2024	4/22/2024	4/23/2024	4/23/2024	4/24/2024	4/24/2024	4/25/2024	4/25/2024	4/26/2024	4/26/2024
GF	33.5	6	32	6.5	32	5.5	40	6	33	2
F	88	16.5	88	15	88	16.5	88	16.5	64	5.5
JW	191.5	15.5	202.5	19	196	20	195.5	21	114.5	0
APP	418	20	454.5	27	444.5	24	420.5	19	285	1.5
Total	731	58	777	67.5	760.5	66	744	62.5	496.5	9
									3509	263

	Labor Accounting Report									
Classification	4/22/2024	4/22/2024	4/23/2024	4/23/2024	4/24/2024	4/24/2024	4/25/2024	4/25/2024	4/26/2024	4/26/2024
GF	$ 2,972.46	$ 729.12	$ 2,839.36	$ 789.88	$ 2,839.36	$ 668.36	$ 3,549.20	$ 729.12	$ 2,928.09	$ 243.04
F	$ 7,326.88	$ 1,870.11	$ 7,326.88	$ 1,700.10	$ 7,326.88	$ 1,870.11	$ 7,326.88	$ 1,870.11	$ 5,328.64	$ 623.37
JW	$ 13,941.20	$ 1,552.17	$ 14,742.00	$ 1,902.66	$ 14,268.80	$ 2,002.80	$ 14,232.40	$ 2,102.94	$ 8,335.60	$ -
APP	$ 22,735.02	$ 1,470.60	$ 24,720.26	$ 1,985.31	$ 24,176.36	$ 1,764.72	$ 22,871.00	$ 1,397.07	$ 15,501.15	$ 110.30
Total	$ 46,975.56	$ 5,622.00	$ 49,628.50	$ 6,377.95	$ 48,611.40	$ 6,305.99	$ 47,979.48	$ 6,099.24	$ 32,093.48	$ 976.71

Pay Scale	ST	OT	DT
GF	$ 88.73	$ 121.52	$ 154.33
F or Insturmentation Tech.	$ 83.26	$ 113.34	$ 143.40
JW Licenced or Unlicenced	$ 72.80	$ 100.14	$ 127.46
APP or Laborer	$ 54.39	$ 73.53	$ 92.67

Week Total	$ 250,670.29

4.29.2024 - 5.4.2024	#001	Labor Accounting Report									
Employee	Classification	4/29/2024	4/29/2024	4/30/2024	4/30/2024	5/1/2024	5/1/2024	5/2/2024	5/2/2024	5/3/2024	5/3/2024
Gable, Jared (No Progress)	GF	8	1.5	6.5	0.5	8	1.5	8	1.5	8	1.5
Getrost, Michael (No Progress)	GF	8		7	0.5	8	1.5	8	0.5	8	1.5
Ritterbush, Mark (No Progress)	GF	8	1.5	6.5	0.5	8	1.5	8	1.5	8	1.5
Roetman, Ryan (No Progress)	GF	8	2	6.5	0.5	8	1.5	8	2	8	1.5
Houdesheldt, Andrew (red dot)(No Progress)	GF	8	1.5								
Barber, Corey	F	8	1.5	6.5	0.5	8	1.5	8	1.5	8	1.5
Gibbons, Steve	F	8	1.5	6.5	0.5	8	1.5	8	1.5	5	1.5
Guenther, Taylor	F	8	1.5	7	0.5	8	1.5	8	1.5		
Houdesheldt, Andrew	F			2		8	1.5	8	1.5	8	1.5
Keuck, Noah	F	8	1.5	6.5	0.5					8	1.5
Krifels, Joshua	F	8	1.5	6.5	0.5	8	1.5	8	1.5	8	1.5
Lautrup, Alan	F	8	1.5	7	0.5	8	1.5	8	1.5	8	
McColley, Mitch	F	8	1.5	6.5	0.5	8	1.5	8	1.5	8	1.5
McCuen, Jeffrey (Pre Fab)(No Progress)	F										2
Myers, Jared	F	8	1.5	6.5	0.5	8	1.5	8	1.5		
Roubal, Ron	F	8	1.5	6.5	0.5	8	1.5	8	1.5	8	1.5
Schneider, Heath (Energy Marshal)(No Progress)	F	8	1.5	6.5	0.5	8	1.5	8	1.5	8	1.5
Colabello, Kevin (red dot)	F					8	1.5	8	0.5		
Crawford, Scott (red dot)	F	8	1.5								
Hoffman, Daniel (red dot)	F									8	1.5
Labombard, Hayden (red dot)	F			7							
Schafer, Matthew (red dot)	F									8	
Armstrong, Anthony	JW	8	1	6.5				8	1	8	1
Bergdorf, James	JW	8	1	4.5		8	1	6.5	1	8	1
Beymer, Steve	JW	8	1	7		8	1	8	1	5	
Carden, Damon	JW	8	1	6.5		8	1			8	1
Colabello, Kevin	JW	8	1	6.5						8	1
Crawford, Scott	JW			7		8		8	1	8	1
Densberger, Clint (Lull driver) (No Progress)	JW	4									
Goodwater, Dale	JW	2.5		7		8		8		5	
Granados, Eli	JW			7		8	1	8	1	8	
Hoffman, Daniel	JW	8	1	6.5		8	1	8	1		
Hurley, Andrew	JW	8		7		8		8		8	
Johnson, Joseph	JW			7		8		8		8	1
Kopecky III, Donald	JW	8		6.5		8	1	8	1	8	
Labombard, Hayden	JW	8	1			8	1	8	1	8	1
Legge, Brian	JW	5		6.5		8	1	8	1	8	1
Lerette, Paul	JW	8	1	6.5		8	1	8	1	8	1
Mack, Jacob	JW			6.5		8	1	8	1	8	1
Markus, Kirk	JW							8	1	8	1
Maynes, Ralph	JW	8	1	6.5		8	1	7	1	8	1
McGlynn, Brian	JW	6		6.5		8	1	8	0.5	8	1
Mruz, Jacob	JW	8	1	6.5		8	1	8		8	1
Preston, Kyron	JW	8	1			8	1			8	1
Reiner, Chad	JW	8		7		8	1	8	1	8	1
Roubal, Aaron	JW	8				8	1	8	1	8	1
Schafer, Matthew	JW	3.5	1			8	1	8	1		
Strong, Aaron	JW	8		6.5		5		8		8	
Strong, Nick	JW							8	1	8	
Urbanovsky, Matthew	JW	8		7		8	1	8	1	8	
Varra, Joush	JW			6.5		8	1	8	1	5.5	
Veik, Johnathan	JW	8	1	6.5		8	1	8	1		
Whitt, Roger	JW	8	1	6.5		8	1	8	1	8	1
Alexander, Joseph	APP	8		6.5		8		8	1	8	1
Allison, Joseph	APP	8		6.5		8		8	1	8	1

Barna, Bradlee	APP	8	1	7		8	1	8		8	
Betten, Joseph (Lull Driver)(No Progress)	APP	8	1	6.5		8	1	8		8	1
Boll, Russell	APP	8						8	1	8	
Bonnstetter, Taylor	APP	8		6.5		8		8		8	
Bridwell, Colton	APP			5.5							
Brooks, Thomas	APP	8		6.5		8		8	1	8	1
Bruno, William	APP	8	1	7		8	1	8		8	
Cain, Caleb	APP	8	1	6.5		8	1	8		8	1
Callan, Trevor	APP	8		6.5		8		8	1	8	
Cawthon, Aaron	APP	8		7		8		7		8	
Christiansen, Mitchell	APP	8		6.5		8		8	1	8	1
Clark, Adam	APP	8		6.5		8					
Colabello, Colin	APP	8		6.5		8		8	1	8	1
Corona, Kevin	APP			7		8	1	8		8	1
Corona, Usbaldo	APP					3		8	1	8	1
Crew, Caleb (Delivery Driver)(No Progress)	APP	2		2		3		2		4	
Dague, Josie	APP					6		8	1	8	1
Dang, Alex (Delivery Driver)(No Progress)	APP	4		4		4		3		8	2
Danielson, Eric	APP	8	1	6.5		8	1	8		8	1
Davis, Nathanael	APP	8		6.5		8		8	1	8	1
Delcid, Eduardo	APP	6		6.5		8	1			8	1
Donohoe, James	APP	8		6.5		8	1	8		8	
Dougherty, James	APP	8	1	6.5		8	1	3		8	1
Dropinski, Justin	APP			6.5				8	1	8	1
Enfield, Patrick	APP	8		6.5		8		8	1		
Gale, Kyle	APP	8	1	7		8	1	8		8	
Garner, Dylan	APP	8		6.5		8		8	1	8	1
Godfrey, Logan	APP	8	1			8	1	8		8	1
Grassau, Christopher (Warehouse)(No Progress)	APP	2				2		4			
Grassau, Nicholas	APP	8		6.5		8		8	1	8	1
Gross, Santiago	APP	8		4.5		5.5		8		8	
Henderson, Iaina	APP	8		7		8		8			
Hernandez, Edgar	APP							8		8	1
Honaker, Dan	APP	8		7		8		8			
Iverson, Brandon	APP	8	1	7		8	1	8			
James, Michael	APP	8		7		8		8	1		
Kaluza, John	APP	8	1			8	1	8		8	1
Kesselberg, Nate	APP	8	1	6.5		8	1	8		8	1
Kohler, Nathan	APP	8		7		7		8	1	8	1
Lathrop, Adam	APP	8		6.5		8		8		8	1
Lindow, Sasha	APP					6		8	1	8	
Magill, Cole	APP	8		6.5		8	1			8	1
Maness, Joshua	APP	8		6.5		8		8	1	5	
McCracken, Shawn	APP	8	1	6.5		8	1	8		8	1
McGaughey, Mason	APP	8		5		8		8			
Minor, Tyler	APP					3		8	1	8	1
Monden, Jared	APP	8	1	6.5		8	1	8		8	
Nava-Oliveros, Eric	APP	6		6.5		8		8	1	8	1
Pacaj, Jacob	APP					6		8		8	
Palermo-Harris, Kade	APP							8	1	8	1
Paul, Brian	APP	8	1	6.5		8	1	8		8	1
Perquin, Brandon	APP	8		5.5		8		8		8	1
Powell, Tanner	APP	8	1	6.5		8	1	8		8	1
Price, Jeremy	APP	8	1	7		8	1	8			
Reicks, Marco	APP	8	0.5	7		8	0.5	8	1	8	
Reid, Ethan	APP	8		6.5		8		8		8	
Rice, Michael	APP	8	1			8	1	8		8	1
Rohe, Conner	APP	8		7		8		8	1	8	
Ruiz, Grant	APP	8	1	6.5		8	1	8		8	1
Rule, Ed	APP	8		7		8		8	1	8	1
Santiago, Gabe	APP	8		6.5		8		8	1	8	1
Savala, Caleb	APP	8	1	6.5		8		8	1	5.5	

Schaefer, Alexander	APP					8	1	8		8	1
Schuette, Nathan	APP	8	1	6.5		8	1	8			
Solberg, Paul	APP	7.5		7		8	1	8		8	1
Villella, Kyle	APP	8	1	7		8	1	8		8	1
Walker, Sidney	APP	8	1	6.5		8	1	8			
Warnke, Jacob	APP	8		6.5		8					
Wetuski, Tyler (material runner)(No Progress)	APP	8	1	6.5		8	1	8	1	8	1
Wilson, Camron	APP	8				8		8	1	8	
Total Hours		768.5	60.5	632	7	826.5	72	848.5	70.5	787	80.5
										3862.5	290.5

Hours Per Classification Per Job

Labor Accounting Report

Classification	4/29/2024	4/29/2024	4/30/2024	4/30/2024	5/1/2024	5/1/2024	5/2/2024	5/2/2024	5/3/2024	5/3/2024
GF	40	6.5	26.5	2	32	6	32	5.5	32	6
F	88	16.5	75	5	88	16.5	88	15.5	85	15.5
JW	173	14	158	0	205	21	213.5	21.5	207.5	18
APP	467.5	23.5	372.5	0	501.5	28.5	515	28	462.5	41
Total	768.5	60.5	632	7	826.5	72	848.5	70.5	787	80.5
									3862.5	290.5

Labor Accounting Report

Classification	4/29/2024	4/29/2024	4/30/2024	4/30/2024	5/1/2024	5/1/2024	5/2/2024	5/2/2024	5/3/2024	5/3/2024
GF	$ 3,549.20	$ 789.88	$ 2,351.35	$ 243.04	$ 2,839.36	$ 729.12	$ 2,839.36	$ 668.36	$ 2,839.36	$ 729.12
F	$ 7,326.88	$ 1,870.11	$ 6,244.50	$ 566.70	$ 7,326.88	$ 1,870.11	$ 7,326.88	$ 1,756.77	$ 7,077.10	$ 1,756.77
JW	$ 12,594.40	$ 1,401.96	$ 11,502.40	$ -	$ 14,924.00	$ 2,102.94	$ 15,542.80	$ 2,153.01	$ 15,106.00	$ 1,802.52
APP	$ 25,427.33	$ 1,727.96	$ 20,260.28	$ -	$ 27,276.59	$ 2,095.61	$ 28,010.85	$ 2,058.84	$ 25,155.38	$ 3,014.73
Total	$ 48,897.81	$ 5,789.91	$ 40,358.52	$ 809.74	$ 52,366.83	$ 6,797.78	$ 53,719.89	$ 6,636.98	$ 50,177.84	$ 7,303.14

Pay Scale	ST	OT	DT
GF	$ 88.73	$ 121.52	$ 154.33
F or Insturmentation Tech.	$ 83.26	$ 113.34	$ 143.40
JW Licenced or Unlicenced	$ 72.80	$ 100.14	$ 127.46
APP or Laborer	$ 54.39	$ 73.53	$ 92.67

Week Total	$ 272,858.42

Employee	Classification	5/6/2024	5/6/2024	5/7/2024	5/7/2024	5/8/2024	5/8/2024	5/9/2024	5/9/2024	5/10/2024	5/10/2024
Gable, Jared (No Progress)	GF	8	1.5	8	1.5	8	1.5	8	1.5	5	0.5
Getrost, Michael (No Progress)	GF	8	1.5	8	1.5	8	1.5	8	1.5	8	0.5
Ritterbush, Mark (No Progress)	GF	8	1.5	8	1.5	8	1.5	8	1.5	8	0.5
Roetman, Ryan (No Progress)	GF	8	1.5	8	2	8	2	8	1.5	8	
Guenther, Taylor (red dot)(No Progress)	GF									4	1
Myers, Jared (red dot)(No Progress)	GF									4	1
Roubal, Ron (red dot)(Nor Progress)	GF									2	
Barber, Corey	F	8	1.5	8	1.5	8	1.5	8	1.5	8	0.5
Gibbons, Steve	F	8	1.5	8	1.5	8	1.5	7	1.5	8	0.5
Guenther, Taylor	F	8	1.5	8	1.5	8	1.5	5	0.5	4	0.5
Houdesheldt, Andrew	F	8	1.5	8	1.5	8	1.5	8	1.5		
Keuck, Noah	F	8	1.5	8	1.5	8	1.5	8	1.5	8	1.5
Krifels, Joshua	F	8	1.5	8	1.5	8	1.5	3.5	1	8	1.5
Lautrup, Alan	F	8	1.5	8	1.5	8	1.5	8	1.5		
McColley, Mitch	F	8	0.5	8	0.5	8	0.5	8	1.5	5	0.5
Myers, Jared	F					8	1.5	8	1.5	4	0.5
Roubal, Ron	F	8	1.5	8	1.5	8	1.5	8	1.5	5	0.5
Schneider, Heath (Energy Marshal)(No Progress)	F	8	1.5	8	1.5	8	1.5	8	1.5	8	1.5
Bergdorf, James (red dot)	F									3	1
Carden, Damon (red dot)	F							4.5	0.5		
Hoffman, Daniel (red dot)	F	8	1.5	8	1.5					4	1
Kopecky III, Donald (red dot)	F							1			
Labombard, Hayden (red dot)	F									8	1.5
Mack, Jacob (red dot)	F									1	1
Preston, Kyron (red dot)	F						1				
Schafer, Matthew (red dot)	F							3	1	4	1
Strong, Nick (red dot)	F									8	1.5
Armstrong, Anthony	JW	8		8				8		5	
Bergdorf, James	JW					8	1	8	1	5	
Beymer, Steve	JW	8	1	8	1	8	1	8	1	5	
Carden, Damon	JW			8	1	8	1	3.5	1	8	1
Colabello, Kevin	JW	8		8		8	1	8	1	8	
Crawford, Scott	JW	8	1	8	1	8	1	8	1	7	1
Granados, Eli	JW					8	1	8	1	8	1
Hoffman, Daniel	JW					8		8	1	4	
Hurley, Andrew	JW	8		8		8		8			
Johnson, Joseph	JW	8				8		1			
Kopecky III, Donald	JW	7.5	1	8		8	1	7	1	5.5	
Labombard, Hayden	JW			8	1	8	1	8	1		
Lee, Ryan	JW	8	1	8	1	8	1	8	1	8	1
Legge, Brian	JW	8	1	7.5		8	1	8	1	8	
Lerette, Paul	JW	8	1	8	1	8	1	8	1	8	
Mack, Jacob	JW	8	1	8	1	8	1	8	1	7	
Markus, Kirk	JW	8	1	8	1	8	1	8	1	8	1
Maynes, Ralph	JW	8	1	8	1	8	1	8	1	8	
McClarnon, Brandon	JW	6.5	1	6		8	1	8	1	8	1
McGlynn, Brian	JW	8	1	8	1	8	1	4	1	8	1
Mruz, Jacob	JW	8	1	8	1	8	1	8	1	8	1
Preston, Kyron	JW	8	1			8		8	1	5	
Radil, Kyle	JW					8	1	8	1	8	1
Reiner, Chad	JW	8	1	8	1	8		8	1	8	1
Roubal, Aaron	JW	8		8		8		8		8	
Schafer, Matthew	JW	8	1	8	1	8	1	5		4	
Strong, Aaron	JW	8	1			8	1	8	1	8	
Strong, Nick	JW							8			
Varra, Joush	JW	8	1	8	1	8	1	8	1	8	
Whitt, Roger	JW	8	1	8	1	8	1	8	1	8	1

Alexander, Joseph	APP	8		8		8		8	1	8	1
Allison, Joseph	APP	8	1	8	1	8	1	8	1	8	1
Barna, Bradlee	APP	8	1	8	1	5		8		8	
Betten, Joseph (Lull Driver)(No Progress)	APP	8	1	8		8	1	8		8	1.5
Boll, Russell	APP	8		6		8		8	1	8	1
Bonnstetter, Taylor	APP	8		8		8		8		5	
Brooks, Thomas	APP	8		8	1	8		8	1	8	1
Bruno, William	APP	8	1			8		8	1		
Cain, Caleb	APP	8	1	8		8	1	8		8	1
Callan, Trevor	APP	8				8		8	1	8	1
Camp, Alex (Pre Fab)(No Progress)	APP									3	
Cawthon, Aaron	APP	8		8		8		8		8	
Christiansen, Mitchell	APP	8		8	1	8		8	1	8	1
Clark, Adam	APP	8		8				8	1	8	
Colabello, Colin	APP					8		8	1	8	1
Corona, Kevin	APP	8	1	8		8	1	8		8	1
Corona, Usbaldo	APP	8	1	8	1	8	1	8	1	8	1
Crew, Caleb (Delivery Driver)(No Progress)	APP	2		2		2		2		2	
Dague, Josie	APP	8	1	8	1	8	1	8	1	8	
Dang, Alex (Delivery Driver)(No Progress)	APP					1					
Danielson, Eric	APP	8	1	8		8	1	8			
Davis, Nathanael	APP	8		5		8		7		8	
Delcid, Eduardo	APP	8	1	8		8	1	8		8	
Donohoe, James	APP	8	1	8		8	1	8		5.5	
Dougherty, James	APP	8	1	8	1	8		8	1	5	
Dropinski, Justin	APP	8				8				8	
Enfield, Patrick	APP	8		8	1	8		8	1	5.5	
Folkers, Jayden (Warehouse)(No Progress)	APP	4		4							
Gale, Kyle	APP	8	1	8		8	1	8		8	1
Garner, Dylan	APP	8	1	8	1	8	1	8	1	8	1
Godfrey, Logan	APP							8		8	1
Grassau, Christopher (Warehouse)(No Progress)	APP	4		2		4		4		4	
Grassau, Nicholas	APP	8		8	1	8		8	1	8	1
Gross, Santiago	APP	6		8		8		6		6	
Henderson, Iaina	APP	8				8		8		5.5	
Hernandez, Edgar	APP	8		7		8		8	1	8	1
Honaker, Dan	APP	8		8		8		5		5.5	
Iverson, Brandon	APP	8	1	8		8	1	8		8	1
James, Michael	APP	8	1	8	1	8	1	8	1	8	
Kaluza, John	APP	8	1	8		5		8		5	
Kesselberg, Nate	APP	8	1	8	1	8	1	8		8	1
Kochubey, Daniel	APP	8	1	8		5		8		5	
Kohler, Nathan	APP	8	1	8	1	8	1	7	1	4.5	
Lathrop, Adam	APP	8	1	8	1	8				5.5	
Lindow, Sasha	APP	8	1	8		8		8	1	5.5	
Magill, Cole	APP	8		8		5		8		5	
Maness, Joshua	APP	8		8		8		8	1	8	1
McCracken, Shawn	APP	8	1	8	1	8	1	8	1	8	1
Minor, Tyler	APP	7	1	8	1	8		8	1	8	1
Monden, Jared	APP	7	1	8		8	1	8			
Nava-Oliveros, Eric	APP	8		8	1	8		8	1	8	1
Pacaj, Jacob	APP	8	1	8	1	8	1	8	1	5	
Palermo-Harris, Kade	APP	8	1	8	1	8	1	8	1	8	1
Paul, Brian	APP	8	1	8		8	1	8	1		
Perquin, Brandon	APP			8		8	1	8	1	8	
Powell, Tanner	APP	8	1	3.5				8		8	1
Price, Jeremy	APP	8	1	8	1	8	1				
Reicks, Marco	APP	8	1	8	1	5		8	1	8	
Reid, Ethan	APP			8		8	1	8	1	8	
Rice, Michael	APP	8		8	1	5		8	1	8	
Rohe, Conner	APP					8	1	8	1	5	

Ruiz, Grant	APP	8	1	8		8	1	8			
Rule, Ed	APP	8	1	8		8	1	8	1	5.5	
Santiago, Gabe	APP			8	1	7		8	1	8	
Savala, Caleb	APP	8	1	8	1	8	1	8	1	8	1
Schuette, Nathan	APP	8	1	8		8	1	8			
Solberg, Paul	APP	7.5		8		8	1	8		8	1
Villella, Kyle	APP	8	1	8		8	1	8		8	
Walker, Sidney	APP	8	1	8		8	1	8		5	
Warnke, Jacob	APP	8	1	8	1	8	1	8	1	8	1
Wetuski, Tyler (material runner)(No Progress)	APP	8	1	8	1	8	1				
Total Hours		787.5	78.5	763	63	836	78	835.5	81.5	734.5	56.5
										3956.5	357.5

Hours Per Classification Per Job

	Labor Accounting Report									
Classification	5/6/2024	5/6/2024	5/7/2024	5/7/2024	5/8/2024	5/8/2024	5/9/2024	5/9/2024	5/10/2024	5/10/2024
GF	32	6	32	6.5	32	6.5	32	6	39	3.5
F	88	15.5	88	15.5	88	16.5	88	16.5	86	14.5
JW	182	18	173.5	15	224	22	220.5	24	183.5	11
APP	485.5	39	469.5	26	492	33	495	35	426	27.5
Total	787.5	78.5	763	63	836	78	835.5	81.5	734.5	56.5
									3956.5	357.5

	Labor Accounting Report									
Classification	5/6/2024	5/6/2024	5/7/2024	5/7/2024	5/8/2024	5/8/2024	5/9/2024	5/9/2024	5/10/2024	5/10/2024
GF	$ 2,839.36	$ 729.12	$ 2,839.36	$ 789.88	$ 2,839.36	$ 789.88	$ 2,839.36	$ 729.12	$ 3,460.47	$ 425.32
F	$ 7,326.88	$ 1,756.77	$ 7,326.88	$ 1,756.77	$ 7,326.88	$ 1,870.11	$ 7,326.88	$ 1,870.11	$ 7,160.36	$ 1,643.43
JW	$ 13,249.60	$ 1,802.52	$ 12,630.80	$ 1,502.10	$ 16,307.20	$ 2,203.08	$ 16,052.40	$ 2,403.36	$ 13,358.80	$ 1,101.54
APP	$ 26,406.35	$ 2,867.67	$ 25,536.11	$ 1,911.78	$ 26,759.88	$ 2,426.49	$ 26,923.05	$ 2,573.55	$ 23,170.14	$ 2,022.08
Total	$ 49,822.19	$ 7,156.08	$ 48,333.15	$ 5,960.53	$ 53,233.32	$ 7,289.56	$ 53,141.69	$ 7,576.14	$ 47,149.77	$ 5,192.37

Pay Scale	ST	OT	DT
GF	$ 88.73	$ 121.52	$ 154.33
F or Insturmentation Tech.	$ 83.26	$ 113.34	$ 143.40
JW Licenced or Unlicenced	$ 72.80	$ 100.14	$ 127.46
APP or Laborer	$ 54.39	$ 73.53	$ 92.67

Week Total	$ 284,854.79

5.13.2024 - 5.18.2024	#001	Labor Accounting Report									
Employee	Classification	5/13/2024	5/13/2024	5/14/2024	5/14/2024	5/15/2024	5/15/2024	5/16/2024	5/16/2024	5/17/2024	5/17/2024
Gable, Jared (No Progress)	GF	7.5	0.5	8	1.5	8	1.5	8		8	
Getrost, Michael (No Progress)	GF	8	1.5	8	1.5	8	0.5	8		8	
Ritterbush, Mark (No Progress)	GF	8	1.5	8	1.5	8	1.5	8		8	
Roetman, Ryan (No Progress)	GF	8	1.5	8	1.5	8	1.5	8		8	
Guenther, Taylor (red dot)(No Progress)	GF										
Houdesheldt, Andrew (red dot)(No Progress)	GF					6	1				
Myers, Jared (red dot)(No Progress)	GF										
Roubal, Ron (red dot)(No Progress)	GF	0.5	1								
Barber, Corey	F	8	1.5	8	1.5	8	1.5			8	
Gibbons, Steve	F	8	1.5	8	1.5	8	1.5			8	
Guenther, Taylor	F	8	1.5	8	1.5	8	1.5			8	
Houdesheldt, Andrew	F	8	1.5	8	1.5	2	0.5			8	
Keuck, Noah	F	8	1.5	8	1.5	8	1.5			8	
Krifels, Joshua	F	6	1.5	8	1.5	8	1.5			8	
Lautrup, Alan	F	8	1.5	8	1.5	8	1.5			8	
McColley, Mitch	F	8	1.5	8	1.5	8	1.5			8	
Myers, Jared	F	8	1.5	8	1.5	8	1.5			8	
Roubal, Ron	F	7.5		8	1.5	8	1.5			8	
Schneider, Heath (Energy Marshal)(No Progress)	F			8	1.5	8	1.5			8	
Bergdorf, James (red dot)	F										
Carden, Damon (red dot)	F	2									
Hoffman, Daniel (red dot)	F										
Kopecky III, Donald (red dot)	F										
Labombard, Hayden (red dot)	F					6	1				
Mack, Jacob (red dot)	F	1	0.5								
Preston, Kyron (red dot)	F										
Schafer, Matthew (red dot)	F										
Strong, Nick (red dot)	F										
Armstrong, Anthony	JW	6	1	8	1	8	1			8	
Bergdorf, James	JW	8	1	8	1	8.5	1			8	
Beymer, Steve	JW			8	1	8	1			8	
Carden, Damon	JW	6	1	8	1	8	1			8	
Colabello, Kevin	JW	8	1	8		8	1			8	
Crawford, Scott	JW	8	1	8		8	1			8	
Granados, Eli	JW	8	1	8	1	8	1			8	
Hoffman, Daniel	JW	8	1	8	1	8	1			8	
Hurley, Andrew	JW	8	1	8		8				8	
Johnson, Joseph	JW	8		8		8				8	
Kopecky III, Donald	JW			8	1	8	1			8	
Labombard, Hayden	JW	8	1	8		2				8	
Lee, Ryan	JW	8	1	8	1	8	1			8	
Legge, Brian	JW	8	1	8	1					8	
Lerette, Paul	JW	8	1	8	1	8	1			8	
Mack, Jacob	JW	7.5		8	1	8	1			8	
Markus, Kirk	JW	8	1	8	1	8	1			8	
Maynes, Ralph	JW	8	1	8	1	8	1			8	
McClarnon, Brandon	JW	5		5.5		8	1			8	
Mruz, Jacob	JW	8	1	8	1	8	1			8	
Preston, Kyron	JW	8	1	7		8	1			8	
Radil, Kyle	JW	8	1	8						8	
Reiner, Chad	JW	5		5						8	
Roubal, Aaron	JW	8	1	8		8	1			8	
Schafer, Matthew	JW	8	1	8	1	5.5				8	
Strong, Aaron	JW	8								8	
Strong, Nick	JW									8	
Varra, Joush	JW	8	1			5	1			8	

Whitt, Roger	JW	8	1	8	1	8	1			8	
Alexander, Joseph	APP	8		8	1	8.5				8	
Allison, Joseph	APP	8	1	8	1	8	1			8	
Barna, Bradlee	APP	8	1	8		8	1			8	
Betten, Joseph (Lull Driver)(No Progress)	APP	8	1	8		8	1			8	
Boll, Russell	APP	8		8	1	8				8	
Bonnstetter, Taylor	APP	8		8		8.5				8	
Brooks, Thomas	APP	8		8	1	8				8	
Bruno, William	APP	8		8		8				8	
Cain, Caleb	APP	8	1	8		8	1			8	
Callan, Trevor	APP	8		8	1						
Cawthon, Aaron	APP	8								8	
Christiansen, Mitchell	APP	8		8	1	8				8	
Clark, Adam	APP	8		8	1	8				8	
Colabello, Colin	APP	8		8	1	8				8	
Corona, Kevin	APP	8	1	8		8	1			8	
Corona, Usbaldo	APP	8	1	8	1	8	1			8	
Crew, Caleb (Delivery Driver)(No Progress)	APP	2		3		2		4		8	
Dague, Josie	APP	8	1	8	1	8	1			8	
Dang, Alex (Delivery Driver)(No Progress)	APP	4		4						8	
Danielson, Eric	APP			8		8	1			8	
Davis, Nathanael	APP	7		8	1	8				8	
Delcid, Eduardo	APP	8	1	8		8	1			8	
Donohoe, James	APP	8	1	8		8	1			8	
Dougherty, James	APP	8	1	8	1	5.5				8	
Dropinski, Justin	APP			8	1	8				8	
Enfield, Patrick	APP	8	1	8	1	8				8	
Gale, Kyle	APP	8	1	8		8				8	
Garner, Dylan	APP	8	1	8	1	8	1			8	
Godfrey, Logan	APP	8		8		8				8	
Grassau, Christopher (Warehouse)(No Progress)	APP			2		3				4	
Grassau, Nicholas	APP	8		8	1	8				8	
Gross, Santiago	APP	8		6		6	1			8	
Henderson, Iaina	APP	8		8		8				8	
Hernandez, Edgar	APP	8		8	1	8				8	
Honaker, Dan	APP	8		8						8	
Iverson, Brandon	APP	8	1	8		7.5	1				
James, Michael	APP	8	1	8		8				8	
Kaluza, John	APP	8	1	8		8	1			8	
Kesselberg, Nate	APP	8	1	8		8	1			8	
Kochubey, Daniel	APP			8		8	1			8	
Kohler, Nathan	APP	5.5	1	8	1	8	1			8	
Lathrop, Adam	APP	8	1	8	1	8	1			8	
Lindow, Sasha	APP	8		8	1	8				8	
Magill, Cole	APP	8		8		8				8	
Maness, Joshua	APP	8		8	1	8				8	
McCracken, Shawn	APP	8	1	5		8	1			8	
Minor, Tyler	APP	8	1	8	1	8	1			8	
Monden, Jared	APP	8	1	8							
Nava-Oliveros, Eric	APP	8		8	1	8				8	
Pacaj, Jacob	APP	8	1	8	1	8	1			8	
Palermo-Harris, Kade	APP	8	1	8	1	8	1			8	
Paul, Brian	APP	8		8		8	1			8	
Perquin, Brandon	APP	7	1	8	1	5	1			8	
Powell, Tanner	APP	8		8		8	1			8	
Price, Jeremy	APP	4	1	8	1	8	1			3	
Reicks, Marco	APP	8		8		8				8	
Reid, Ethan	APP			8	1	8				8	
Rice, Michael	APP	8		8	1					8	
Rohe, Conner	APP	8	1	8	1	8				8	
Ruiz, Grant	APP	8	1	8		8	1			8	

Rule, Ed	APP	8		8	1	8				8	
Santiago, Gabe	APP	8		8	1	8				8	
Savala, Caleb	APP	8	1	8	1	8	1			8	
Schuette, Nathan	APP	8	1	8		8				8	
Smith, Dillon	APP									8	
Solberg, Paul	APP	6		8		8				8	
Villella, Kyle	APP	8	1	8		8	1			8	
Walker, Sidney	APP	8	1	8		8	1			8	
Warnke, Jacob	APP	8	1	8	1	8	1			8	
Wetuski, Tyler (material runner)(No Progress)	APP	8	1	8	1	8	1			8	
Total Hours		801.5	75	845.5	73.5	793	74.5	36	0	879	0
										3355	223

Hours Per Classification Per Job

	Labor Accounting Report									
Classification	5/13/2024	5/13/2024	5/14/2024	5/14/2024	5/15/2024	5/15/2024	5/16/2024	5/16/2024	5/17/2024	5/17/2024
GF	32	6	32	6	38	6	32	0	32	0
F	80.5	14	88	16.5	88	16.5	0	0	88	0
JW	197.5	21	201.5	16	181	20	0	0	232	0
APP	491.5	34	524	35	486	32	4	0	527	0
Total	801.5	75	845.5	73.5	793	74.5	36	0	879	0
									3355	223

	Labor Accounting Report									
Classification	5/13/2024	5/13/2024	5/14/2024	5/14/2024	5/15/2024	5/15/2024	5/16/2024	5/16/2024	5/17/2024	5/17/2024
GF	$ 2,839.36	$ 729.12	$ 2,839.36	$ 729.12	$ 3,371.74	$ 729.12	$ 2,839.36	$ -	$ 2,839.36	$ -
F	$ 6,702.43	$ 1,586.76	$ 7,326.88	$ 1,870.11	$ 7,326.88	$ 1,870.11	$ -	$ -	$ 7,326.88	$ -
JW	$ 14,378.00	$ 2,102.94	$ 14,669.20	$ 1,602.24	$ 13,176.80	$ 2,002.80	$ -	$ -	$ 16,889.60	$ -
APP	$ 26,732.69	$ 2,500.02	$ 28,500.36	$ 2,573.55	$ 26,433.54	$ 2,352.96	$ 217.56	$ -	$ 28,663.53	$ -
Total	$ 50,652.48	$ 6,918.84	$ 53,335.80	$ 6,775.02	$ 50,308.96	$ 6,954.99	$ 3,056.92	$ -	$ 55,719.37	$ -

Pay Scale	ST	OT	DT
GF	$ 88.73	$ 121.52	$ 154.33
F or Insturmentation Tech.	$ 83.26	$ 113.34	$ 143.40
JW Licenced or Unlicenced	$ 72.80	$ 100.14	$ 127.46
APP or Laborer	$ 54.39	$ 73.53	$ 92.67

Week Total	$ 233,722.38

5.13.2024 - 5.18.2024	#001	Labor Accounting Report									
Employee	Classification	5/20/2024	5/20/2024	5/21/2024	5/21/2024	5/22/2024	5/22/2024	5/23/2024	5/23/2024	5/24/2024	5/24/2024
Gable, Jared (No Progress)	GF	8				8					
Getrost, Michael (No Progress)	GF	8				8					
Ritterbush, Mark (No Progress)	GF	8				8					
Roetman, Ryan (No Progress)	GF	8				8					
Guenther, Taylor (red dot)(No Progress)	GF										
Houdesheldt, Andrew (red dot)(No Progress)	GF										
Myers, Jared (red dot)(No Progress)	GF										
Roubal, Ron (red dot)(No Progress)	GF										
Barber, Corey	F	8				8					
Gibbons, Steve	F	8				8					
Guenther, Taylor	F	8				8					
Houdesheldt, Andrew	F										
Keuck, Noah	F										
Krifels, Joshua	F	8				8					
Lautrup, Alan	F	8				8					
McColley, Mitch	F										
Myers, Jared	F	8				8					
Roubal, Ron	F	8				8					
Schneider, Heath (Energy Marshal)(No Progress)	F	8				8					
Bergdorf, James (red dot)	F										
Carden, Damon (red dot)	F										
Hoffman, Daniel (red dot)	F										
Kopecky III, Donald (red dot)	F										
Labombard, Hayden (red dot)	F										
Mack, Jacob (red dot)	F										
Preston, Kyron (red dot)	F										
Schafer, Matthew (red dot)	F										
Strong, Nick (red dot)	F										
Armstrong, Anthony	JW										
Bergdorf, James	JW										
Beymer, Steve	JW										
Carden, Damon	JW										
Colabello, Kevin	JW										
Crawford, Scott	JW										
Granados, Eli	JW										
Hoffman, Daniel	JW										
Hurley, Andrew	JW										
Johnson, Joseph	JW										
Kopecky III, Donald	JW										
Labombard, Hayden	JW										
Lee, Ryan	JW										
Legge, Brian	JW										
Lerette, Paul	JW										
Mack, Jacob	JW										
Markus, Kirk	JW										
Maynes, Ralph	JW										
McClarnon, Brandon	JW										
Mruz, Jacob	JW										
Preston, Kyron	JW										
Radil, Kyle	JW										
Reiner, Chad	JW										
Roubal, Aaron	JW										
Schafer, Matthew	JW										
Strong, Aaron	JW										
Strong, Nick	JW										
Varra, Joush	JW										

Whitt, Roger	JW										
Alexander, Joseph	APP										
Allison, Joseph	APP	8				8					
Barna, Bradlee	APP	8				8					
Betten, Joseph (Lull Driver)(No Progress)	APP	8				8					
Boll, Russell	APP	8				8					
Bonnstetter, Taylor	APP										
Brooks, Thomas	APP										
Bruno, William	APP										
Cain, Caleb	APP										
Callan, Trevor	APP										
Cawthon, Aaron	APP										
Christiansen, Mitchell	APP										
Clark, Adam	APP										
Colabello, Colin	APP										
Corona, Kevin	APP										
Corona, Usbaldo	APP										
Crew, Caleb (Delivery Driver)(No Progress)	APP	8				8					
Dague, Josie	APP										
Dang, Alex (Delivery Driver)(No Progress)	APP	8				8					
Danielson, Eric	APP										
Davis, Nathanael	APP										
Delcid, Eduardo	APP	8				8					
Donohoe, James	APP										
Dougherty, James	APP										
Dropinski, Justin	APP										
Enfield, Patrick	APP										
Franklin, Darin (Warehouse)(No Progress)	APP	8				8					
Gale, Kyle	APP										
Garner, Dylan	APP										
Godfrey, Logan	APP										
Grassau, Christopher (Warehouse)(No Progress)	APP	4				8					
Grassau, Nicholas	APP	8				8					
Gross, Santiago	APP										
Henderson, Iaina	APP										
Hernandez, Edgar	APP										
Hoge, Caeden (Warehouse)(No Progress)	APP	8				8					
Honaker, Dan	APP										
Iverson, Brandon	APP										
James, Michael	APP										
Kaluza, John	APP										
Kesselberg, Nate	APP										
Knecht, Matt (Warehouse)(No Progress)	APP					2					
Kochubey, Daniel	APP										
Kohler, Nathan	APP										
Lathrop, Adam	APP										
Lindow, Sasha	APP										
Magill, Cole	APP										
Maness, Joshua	APP										
McCracken, Shawn	APP										
Minor, Tyler	APP										
Monden, Jared	APP										
Munch, Megan (Warehouse)(No Progress)	APP	2				8					
Nava-Oliveros, Eric	APP										
Pacaj, Jacob	APP										
Palermo-Harris, Kade	APP										
Paul, Brian	APP										
Perquin, Brandon	APP										
Powell, Tanner	APP	8				8					
Price, Jeremy	APP										
Reicks, Marco	APP	8				8					

Reid, Ethan	APP										
Rice, Michael	APP										
Rohe, Conner	APP										
Ruiz, Grant	APP										
Rule, Ed	APP										
Santiago, Gabe	APP										
Savala, Caleb	APP										
Schuette, Nathan	APP										
Smith, Dillon	APP										
Solberg, Paul	APP										
Villella, Kyle	APP										
Walker, Sidney	APP										
Warnke, Jacob	APP										
Wetuski, Tyler (material runner)(No Progress)	APP	8				8					
Total Hours		206	0	0	0	218	0	0	0	0	0
										424	0

Hours Per Classification Per Job

	Labor Accounting Report									
Classification	**5/20/2024**	**5/20/2024**	**5/21/2024**	**5/21/2024**	**5/22/2024**	**5/22/2024**	**5/23/2024**	**5/23/2024**	**5/24/2024**	**5/24/2024**
GF	32	0	0	0	32	0	0	0	0	0
F	64	0	0	0	64	0	0	0	0	0
JW	0	0	0	0	0	0	0	0	0	0
APP	110	0	0	0	122	0	0	0	0	0
Total	206	0	0	0	218	0	0	0	0	0
									424	0

	Labor Accounting Report									
Classification	**5/20/2024**	**5/20/2024**	**5/21/2024**	**5/21/2024**	**5/22/2024**	**5/22/2024**	**5/23/2024**	**5/23/2024**	**5/24/2024**	**5/24/2024**
GF	$ 2,839.36	$ -	$ -	$ -	$ 2,839.36	$ -	$ -	$ -	$ -	$ -
F	$ 5,328.64	$ -	$ -	$ -	$ 5,328.64	$ -	$ -	$ -	$ -	$ -
JW	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
APP	$ 5,982.90	$ -	$ -	$ -	$ 6,635.58	$ -	$ -	$ -	$ -	$ -
Total	$ 14,150.90	$ -	$ -	$ -	$ 14,803.58	$ -	$ -	$ -	$ -	$ -

Pay Scale	**ST**	**OT**	**DT**
GF	**$ 88.73**	**$ 121.52**	**$ 154.33**
F or Insturmentation Tech.	**$ 83.26**	**$ 113.34**	**$ 143.40**
JW Licenced or Unlicenced	**$ 72.80**	**$ 100.14**	**$ 127.46**
APP or Laborer	**$ 54.39**	**$ 73.53**	**$ 92.67**

Week Total	$ 28,954.48

Commonwealth Electric Company
of the midwest
"Committed to Excellence"

Project	Standing Bear T&M	3/23/2024
CECM Job Number	257082-001	Updated

	Tools and Equipment Size/Type	NECA Month	Number of Items	Duration (Months)	Extention
	FIELD OFFICE EQUIPMENT				
11375	Plotter	$ 336.12			$0.00
11965	CPU, Monitor, Software and Printer	$ 144.07	15	1	$2,161.05
11967	Printer	$ 42.23	1	1	$42.23
11975	Copy Machine	$ 172.38			$0.00
11935	CECM Office Trailer	$ 846.13			$0.00
11935	Mobile Trailer	$ 816.65			$0.00
11375	Plan Table	$ 29.48			$0.00
	Brady BP PR300 Plus Lableing System	$ 131.10	2	1	$262.20
	LCD TV	$ 32.94	1	1	$32.94
	TOOL STORAGE AND HANDLING				
13175	Hand Truck	$ 41.45			$0.00
13333	Gang Box-On Casters Small	$ 33.12	12	1	$397.44
13335	Gang Box-On Casters Medium	$ 56.87	2	1	$113.74
13337	Gang Box - On Casters Large	$ 91.24	9	1	$821.16
13337	Pipe Cart	$ 117.59	2	1	$235.18
13357	Storage Box/ Clam Shell	$ 71.14			$0.00
13755	Trailer-Semi/Connex	$ 246.82	2	1	$493.64
	GENERAL SHOP TOOLS				
15315	Electric Bench Grinder	$ 54.74			$0.00
15337	Drill Press- Floor	$ 215.33			$0.00
15353	Power Hack Saw Reciprocating	$ 93.28			$0.00
15357	Power Hack Saw - Band	$ 139.91			$0.00
15755	Electric Welder - Gasoline Powered 200A	$ 139.91			$0.00
15765	Electric Welder-AC-DC 200A	$ 139.91			$0.00
15769	Welding Cable 50'	$ 139.91			$0.00
15769	Oxyacetylene protective outfit	$ 139.91			$0.00
15775	Acetylene, Weld or Cut	$ 139.91			$0.00
15783	Industrial Vacum Cleaner, Electric with HEPA Filter	$ 139.91			$0.00
	Torque Wrench	$ 26.33	9	1	$236.97
	Pressure Washer	$ 139.91			$0.00
	Hand-Held Grinder	$ 60.62	2	1	$121.24
	GENERAL CONSTRUCTION TOOLS & EQUIP.				
	6' Step with Safety Shoe; Fiberglass	$ 168.62	18	1	$3,035.16
	8' Step with Safety Shoe; Fiberglass	$ 149.00	18	1	$2,682.00
	10' Step with Safety Shoe; Fiberglass	$ 265.00	3	1	$795.00
17059	Extension Ladder	$ 104.67	5	1	$523.35
17155	2-1/2' x 7' Platform, Adjustable	$ 73.31			$0.00
17179	Telescoping Manlift-Non Self Propelled/One Man 25'	$ 910.75			$0.00
17179	Telescoping Manlift-Non Self Propelled/One Man 40'	$ 1,707.65			$0.00
17179	Duct Hoist	$ 323.86	1	1	$323.86
17164	Scissor Lift-Electric 19'	$ 1,021.24			$0.00
17165	Scissor Lift-Electric 24'	$ 1,514.01			$0.00
17313	Chain Hoist-Manual 2 Ton	$ 126.80			$0.00
17355	Come Along, Chain or Cable	$ 57.44	3	1	$172.32
17537	Pallet Jack, Hydraulic	$ 230.43	1	1	$230.43
17527	Forklift Truck, solid tired 5000 lbs	$ 1,228.91			$0.00
	Submersible Pump, 220V - 2"	$ 362.53			$0.00
	Skid Mounted Generator Set, Diesel - 15 Kw -- 20 Kw	$ 1,199.94			$0.00
17709	Portable Generator 3500 W	$ 345.07			$0.00
17711	Portable Generator 5000 W	$ 427.36			$0.00
17755	Laser Level and Tripod	$ 295.90	1	1	$295.90
	Concrete Pouring/Finishing Kit	$ 62.08			$0.00
	Portable light tower	$ 839.44			$0.00
	50 Watts; Flood Light Lantern, M12, 400 Lumens	$ 3.47	23	1	$79.81
	Vacuum Cleaners Wet/Dry Type 6 Gallon	$ 54.86	5	1	$274.30
	3 tons; 20' Lift Height; Hand Chain	$ 36.38	1	1	$36.38
	1 to 5 tons; Hydralic Bottle Jack	$ 30.47	1	1	$30.47
	PORTABLE POWER TOOLS				
21135	Cordless Drill & Impacts	$ 86.03	106	1	$9,119.18

21315	Core Drilling	$	368.21			$0.00
21175	Hole Saw Kit 3/4" -- 2 1/2"	$	55.04			$0.00
21343	Core Drill Bits, Diamond 4"	$	200.69			$0.00
21515	Electric Chipper 1/2" -- 3/4"	$	180.83			$0.00
21539	Electric Rotary Hammer 1/2" -- 2"	$	152.43	17	1	$2,591.31
21577	Explosive Powder Operated Tool	$	181.04			$0.00
21573	Trigger Tool	$	86.14			$0.00
	Barrel & Gun for 1/4" Anchors	$	94.90			$0.00
21735	Chop-Saw - 14"	$	164.72			$0.00
21717	Concrete Saw, Gasoline Powered 8HP -- 9 HP	$	285.89			$0.00
	CONDUIT AND OTHER RACEWAY TOOLS					
23095	Portaband + Tri-Vice	$	58.36			$0.00
23095	Chain Vise and Stand	$	24.01			$0.00
23105	Power Hack Saw - Hand	$	34.35	44	1	$1,511.40
23133	Pipe Cutter; Ridgid 400 pipe machine 1"- 2" -Oiler	$	370.20			$0.00
23257	Stock and Dies-Gear Threader 2 1/2"-6"	$	139.75			$0.00
23265	Power Vise with Stand- 1/2"-2" Dies -Oiler	$	185.83	5	1	$929.15
23293	Power Threading Machine - 4" to 6"	$	1,109.36	1	1	$1,109.36
23387	Electric Bender 1/2" -2"	$	613.31	4	1	$2,453.24
23543	Large Conduit Bender Set Up	$	1,287.26			$0.00
23583	Bending Table	$	144.51			$0.00
23396	PVC Bender (HEATER) - Electric 1/2" -- 5"	$	49.32	1	1	$49.32
23398	PVC Plug Set	$	91.40			$0.00
23739	KO Hydraulic Punch Set 1/2" - 6"	$	221.86	5	1	$1,109.30
	Heat Gun (Corded)	$	91.55	4	1	$366.20
	WIRE AND CABLE INSTALLATION TOOLS					
25137	CO2 Fishing System Kit	$	98.20			$0.00
25155	Vacuum Fishing System	$	133.43			$0.00
25553	Reel Cart/ Wire Wagon	$	53.29	13	1	$692.77
25337	Cable Puller, Heavy Power	$	343.12	1	1	$343.12
24355	Cable Pulling, System	$	826.74	4	1	$3,306.96
25995	Cable Pulling Grips - Screw Set 2" -- 6"	$	42.41			$0.00
	CONNECTION AND SPLICING TOOLS					
27155	Cable Cutters - Hydraulic, To 1,000 MCM	$	176.56	7	1	$1,235.92
27357	Hand Pump - No Dies 8 -1,000 MCM	$	405.15			$0.00
27397	Cable Bender - Hydraulic	$	203.64			$0.00
	Battery Hy Press	$	247.80	5	1	$1,239.00
	FIBER OPTIC TEST & SPLICE EQUIPMENT					
	Optical Time Domain Reflectometer MM	$	521.12			$0.00
	Optical Time Domain Reflectometer SM	$	1,042.24			$0.00
	Fluke DSX-5000 Certifier	$	302.40			$0.00
	Fiber Temination Kit	$	176.40			$0.00
	Fiber Fusion Splicer with Built-In LID	$	1,667.58			$0.00
	TEMPORARY POWER EQUIPMENT					
13555	400 amp Service Enclosure Shed	$	311.09			$0.00
13555	800 amp Service Enclosure Shed	$	562.82			$0.00
	Temp Power Setup (Spider box and cord)	$	169.37			$0.00
	Temp Power Panels/45kva	$	154.88	6	1	$929.25
	Temp Power Panels/75kva	$	185.85			$0.00
	400 watt temp lights/wobble	$	17.85			$0.00
	DIGGING TOOLS					
41315	Trailer Mtd. Air Comp., Dsl., 1 or 2 Stg - 176 -- 190 CFM	$	1,552.70			$0.00
	INSTRUMENTS AND TEST EQUIPMENT					
45125	Ammeter, Recording 0 - 750 A	$	202.05			$0.00
45335	Insulation Tester/ 1000v Megger	$	138.11	7	1	$966.77
45923	Hy Pot Tester 5KV	$	432.31			$0.00
45925	Hy Pot Tester 100KV-Power Analyzer Fluke Model 435	$	1,728.75			$0.00
	Locator- Underground Ditch Witch System	$	199.11			$0.00
45375	Earth Ground Tester	$	181.69			$0.00
45955	Fluke Power Analyzer	$	3,459.08			$0.00
45955	Hand Held Infrared Thermometer -30-500C					$0.00
	VEHICLES					
51213	2-Wheel Drive 1/2 Ton Pickup	$	1,022.11	6	1	$6,132.66
51415	2-Wheel Drive 3/4 Ton Van or Pickup	$	1,668.01			$0.00
	Insulated Boom Truck	$	2,965.92			$0.00
51233	4-Wheel Drive 1/2 Ton Pickup	$	1,314.15			$0.00
51235	4-Wheel Drive 3/4 Ton Pickup	$	1,460.18			$0.00
51615	4-Wheel Drive F-450 Flat Bed Dually	$	1,177.37			$0.00
51617	4-Wheel Drive F-550 Flat Bed Dually	$	1,346.55			$0.00
51935	Flat-Bed, Tandem Axle, 15 Ton	$	718.10			$0.00
51935	Tilting Platform, Single Axle, 6 Ton	$	367.31			$0.00
51935	Utility Trailer 5'x10'	$	261.64			$0.00
	Utility Trailer 77"x12'	$	426.80			$0.00

	Utility Trailer 7'x16'	$	624.62			$0.00
	UTV Buggy - 4x4 Gas	$	676.00			$0.00
	SAFETY EQUIPMENT					
		$	663.06			$0.00
	600v+Shutdown Arc Flash Kit(suits,hot sticks,mats, LOTO)	$	255.67			$0.00
47515	Confined Space Set (Retrieval, air monitor, ventilator, etc.)	$	551.77			$0.00
47515	Air/Gas Monitors/Detectors	$	54.78	2	1	$109.56
47515	Manhole Retrieval System	$	255.18	2	1	$510.36
47515	Portable Manhole Ventilation Blowers - Electric Powered	$	241.81			$0.00
	Small LOTO Kit	$	31.86			$0.00
	Large LOTO Kit	$	63.72			$0.00
	Positioning Harness	$	14.08	98	1	$1,379.84
	Lanyard 6' 2 Leg with Rebar Hook	$	20.85	165	1	$3,440.25
		$	-			$0.00
		$	-			$0.00
	TOTAL					**$52,921.69**

MATERIALS

Invoice Date	Invoice Number	Vendor Name	Total
4/19/2024	1CA007441	COMMUNICATIONS SUPPLY	29.85
5/8/2024	1CA007504	COMMUNICATIONS SUPPLY	53.09
5/9/2024	1CA007512	COMMUNICATIONS SUPPLY	122.70
4/29/2024	54111139840	RENSENHOUSE	113.16
5/8/2024	54111141219	RENSENHOUSE	358.54
5/20/2024	54111136151	RENSENHOUSE	461.60
5/6/2024	1551320	COLORVISION CORPORATION	16.04
4/17/2024	S010545173001	ECHO ELECTRIC SUPPLY	3109.61
4/22/2024	S010570497003	ECHO ELECTRIC SUPPLY	231.20
4/22/2024	S010585039002	ECHO ELECTRIC SUPPLY	242.30
4/22/2024	S010585114001	ECHO ELECTRIC SUPPLY	1248.50
4/22/2024	S010586985001	ECHO ELECTRIC SUPPLY	411.45
4/22/2024	S010586270002	ECHO ELECTRIC SUPPLY	896.40
4/22/2024	S010587788001	ECHO ELECTRIC SUPPLY	155.93
4/22/2024	S010588285001	ECHO ELECTRIC SUPPLY	570.61
4/22/2024	S010589216001	ECHO ELECTRIC SUPPLY	130.16
4/23/2024	S010589089001	ECHO ELECTRIC SUPPLY	77.19
4/23/2024	S010588285002	ECHO ELECTRIC SUPPLY	36.11
4/23/2024	S010589504001	ECHO ELECTRIC SUPPLY	381.41
4/23/2024	S010590236001	ECHO ELECTRIC SUPPLY	22.89
4/23/2024	S010590774001	ECHO ELECTRIC SUPPLY	45.07
4/24/2024	S010588285003	ECHO ELECTRIC SUPPLY	252.79
4/24/2024	S010591865001	ECHO ELECTRIC SUPPLY	215.08
4/25/2024	S010587788002	ECHO ELECTRIC SUPPLY	362.92
4/25/2024	S010589216002	ECHO ELECTRIC SUPPLY	55.78
4/25/2024	S010593690001	ECHO ELECTRIC SUPPLY	1161.64
4/25/2024	S010593262001	ECHO ELECTRIC SUPPLY	379.17
4/25/2024	S010593796001	ECHO ELECTRIC SUPPLY	49.71
4/25/2024	S010587788003	ECHO ELECTRIC SUPPLY	43.26
4/26/2024	S010595941001	ECHO ELECTRIC SUPPLY	184.58
4/26/2024	S010593262002	ECHO ELECTRIC SUPPLY	94.79
4/26/2024	S010593657001	ECHO ELECTRIC SUPPLY	458.19
4/26/2024	S010593796002	ECHO ELECTRIC SUPPLY	265.03
4/26/2024	S010596280001	ECHO ELECTRIC SUPPLY	103.72
4/27/2024	S010598185001	ECHO ELECTRIC SUPPLY	856.14
4/29/2024	S010593690002	ECHO ELECTRIC SUPPLY	376.42
4/29/2024	S010596280002	ECHO ELECTRIC SUPPLY	172.86
4/29/2024	S010597688001	ECHO ELECTRIC SUPPLY	598.55
4/29/2024	S010599216001	ECHO ELECTRIC SUPPLY	307.29
4/29/2024	S010566435003	ECHO ELECTRIC SUPPLY	236.68
4/29/2024	S010590774002	ECHO ELECTRIC SUPPLY	67.60
4/29/2024	S010593291001	ECHO ELECTRIC SUPPLY	723.28
4/29/2024	S010597239001	ECHO ELECTRIC SUPPLY	154.18
4/30/2024	S010595941002	ECHO ELECTRIC SUPPLY	199.00
4/30/2024	S010596280004	ECHO ELECTRIC SUPPLY	115.24
4/30/2024	S010599659001	ECHO ELECTRIC SUPPLY	214.58
4/30/2024	S010600252001	ECHO ELECTRIC SUPPLY	331.78
4/30/2024	S010600295001	ECHO ELECTRIC SUPPLY	573.78
5/1/2024	S010577043001	ECHO ELECTRIC SUPPLY	359.23
5/1/2024	S010597239002	ECHO ELECTRIC SUPPLY	431.58
5/1/2024	S010599659002	ECHO ELECTRIC SUPPLY	34.92
5/1/2024	S010601781002	ECHO ELECTRIC SUPPLY	160.76
5/1/2024	S010602218001	ECHO ELECTRIC SUPPLY	486.73
5/1/2024	S010595816001	ECHO ELECTRIC SUPPLY	265.86
5/1/2024	S010596280005	ECHO ELECTRIC SUPPLY	69.14

MATERIALS

Invoice Date	Invoice Number	Vendor Name	Total
5/1/2024	S010599659003	ECHO ELECTRIC SUPPLY	34.92
5/1/2024	S010601781003	ECHO ELECTRIC SUPPLY	541.69
5/1/2024	S010603752001	ECHO ELECTRIC SUPPLY	149.39
5/1/2024	S010604598001	ECHO ELECTRIC SUPPLY	94.95
5/2/2024	S010605132001	ECHO ELECTRIC SUPPLY	3.01
5/3/2024	S010608159001	ECHO ELECTRIC SUPPLY	10370.44
5/3/2024	S010605905001	ECHO ELECTRIC SUPPLY	187.25
5/3/2024	S010606906001	ECHO ELECTRIC SUPPLY	168.09
5/3/2024	S010599659004	ECHO ELECTRIC SUPPLY	34.92
5/3/2024	S010608108001	ECHO ELECTRIC SUPPLY	674.45
5/3/2024	S010608120001	ECHO ELECTRIC SUPPLY	732.82
5/3/2024	S010608134001	ECHO ELECTRIC SUPPLY	1710.89
5/6/2024	S010608120002	ECHO ELECTRIC SUPPLY	230.60
5/6/2024	S010609219001	ECHO ELECTRIC SUPPLY	816.20
5/6/2024	S010608137001	ECHO ELECTRIC SUPPLY	760.71
5/6/2024	S010609219002	ECHO ELECTRIC SUPPLY	35.30
5/6/2024	S010610223001	ECHO ELECTRIC SUPPLY	1370.97
5/6/2024	S010610348001	ECHO ELECTRIC SUPPLY	368.89
5/6/2024	S010610528001	ECHO ELECTRIC SUPPLY	206.00
5/7/2024	S010610583001	ECHO ELECTRIC SUPPLY	16900.26
5/7/2024	S010612556001	ECHO ELECTRIC SUPPLY	2879.03
5/7/2024	S010612914001	ECHO ELECTRIC SUPPLY	5099.76
5/7/2024	S010611382001	ECHO ELECTRIC SUPPLY	727.30
5/7/2024	S010611542001	ECHO ELECTRIC SUPPLY	2325.38
5/7/2024	S010611106001	ECHO ELECTRIC SUPPLY	772.78
5/7/2024	S010612544001	ECHO ELECTRIC SUPPLY	699.87
5/7/2024	S010612613001	ECHO ELECTRIC SUPPLY	239.06
5/7/2024	S010612945001	ECHO ELECTRIC SUPPLY	46.58
5/7/2024	S010612985001	ECHO ELECTRIC SUPPLY	128.66
5/8/2024	S010543535006	ECHO ELECTRIC SUPPLY	73.36
5/8/2024	S010543535007	ECHO ELECTRIC SUPPLY	73.36
5/8/2024	S010610223002	ECHO ELECTRIC SUPPLY	161.53
5/8/2024	S010610223003	ECHO ELECTRIC SUPPLY	161.53
5/8/2024	S010612212001	ECHO ELECTRIC SUPPLY	505.39
5/8/2024	S010613728001	ECHO ELECTRIC SUPPLY	254.67
5/8/2024	S010613851001	ECHO ELECTRIC SUPPLY	1619.16
5/8/2024	S010614711001	ECHO ELECTRIC SUPPLY	1000.55
5/8/2024	S010615018001	ECHO ELECTRIC SUPPLY	151.10
5/8/2024	S010615386001	ECHO ELECTRIC SUPPLY	618.97
5/8/2024	S010615410001	ECHO ELECTRIC SUPPLY	972.71
5/8/2024	S010615427001	ECHO ELECTRIC SUPPLY	909.99
5/8/2024	S010611382002	ECHO ELECTRIC SUPPLY	30.30
5/9/2024	S010595816002	ECHO ELECTRIC SUPPLY	723.73
5/9/2024	S010613391001	ECHO ELECTRIC SUPPLY	425.48
5/9/2024	S010614711002	ECHO ELECTRIC SUPPLY	34.28
5/9/2024	S010615427002	ECHO ELECTRIC SUPPLY	591.70
5/9/2024	S010616030001	ECHO ELECTRIC SUPPLY	67.52
5/9/2024	S010616881001	ECHO ELECTRIC SUPPLY	250.98
5/9/2024	S010616948001	ECHO ELECTRIC SUPPLY	296.00
5/9/2024	S010617144001	ECHO ELECTRIC SUPPLY	1993.95
5/9/2024	S010617201001	ECHO ELECTRIC SUPPLY	595.25
5/9/2024	S010617224001	ECHO ELECTRIC SUPPLY	169.44
5/9/2024	S010617232001	ECHO ELECTRIC SUPPLY	1993.95
5/9/2024	S010617613001	ECHO ELECTRIC SUPPLY	2396.54
5/9/2024	S010617666001	ECHO ELECTRIC SUPPLY	2396.54

MATERIALS

Invoice Date	Invoice Number	Vendor Name	Total
5/9/2024	S010617746001	ECHO ELECTRIC SUPPLY	647.53
5/10/2024	S010543535008	ECHO ELECTRIC SUPPLY	163.03
5/10/2024	S010613728002	ECHO ELECTRIC SUPPLY	382.00
5/10/2024	S010614711003	ECHO ELECTRIC SUPPLY	239.94
5/10/2024	S010614711004	ECHO ELECTRIC SUPPLY	264.17
5/10/2024	S010616948002	ECHO ELECTRIC SUPPLY	389.61
5/10/2024	S010618401001	ECHO ELECTRIC SUPPLY	438.63
5/10/2024	S010618401002	ECHO ELECTRIC SUPPLY	939.57
5/10/2024	S010619268001	ECHO ELECTRIC SUPPLY	415.27
5/13/2024	S010615427003	ECHO ELECTRIC SUPPLY	49.31
5/13/2024	S010616030002	ECHO ELECTRIC SUPPLY	144.94
5/14/2024	S010623851001	ECHO ELECTRIC SUPPLY	313.23
5/14/2024	S010623198001	ECHO ELECTRIC SUPPLY	1171.17
5/14/2024	S010543535009	ECHO ELECTRIC SUPPLY	8.16
5/15/2024	S010612919002	ECHO ELECTRIC SUPPLY	310.64
5/15/2024	S010612919001	ECHO ELECTRIC SUPPLY	2980.64
5/15/2024	s010612556002	ECHO ELECTRIC SUPPLY	41.20
5/15/2024	S010626652001	ECHO ELECTRIC SUPPLY	2579.14
5/15/2024	S010626053001	ECHO ELECTRIC SUPPLY	39.95
5/15/2024	S010625840001	ECHO ELECTRIC SUPPLY	665.35
5/15/2024	S010615438001	ECHO ELECTRIC SUPPLY	1132.67
5/15/2024	S010623198002	ECHO ELECTRIC SUPPLY	28.45
5/15/2024	S010624547001	ECHO ELECTRIC SUPPLY	1064.03
4/29/2024	S010596280003	ECHO ELECTRIC SUPPLY	115.24
5/3/2024	S010608269001	ECHO ELECTRIC SUPPLY	482.72
5/1/2024	9105091962	GRAINGER	25.30
4/22/2024	9336918912	GRAYBAR ELECTRIC CO	6129.58
4/23/2024	9336937598	GRAYBAR ELECTRIC CO	249.68
4/25/2024	9336976998	GRAYBAR ELECTRIC CO	234.19
4/25/2024	9336976996	GRAYBAR ELECTRIC CO	1567.84
4/25/2024	9336976997	GRAYBAR ELECTRIC CO	280.75
5/1/2024	9337061666	GRAYBAR ELECTRIC CO	370.29
5/9/2024	9337177268	GRAYBAR ELECTRIC CO	6071.00
5/9/2024	9337177266	GRAYBAR ELECTRIC CO	5131.84
5/13/2024	9337206494	GRAYBAR ELECTRIC CO	980.83
5/14/2024	9337237433	GRAYBAR ELECTRIC CO	1554.32
5/14/2024	9337237432	GRAYBAR ELECTRIC CO	139.29
5/15/2024	9337255551	GRAYBAR ELECTRIC CO	591.86
5/22/2024	9337341699	GRAYBAR ELECTRIC CO	1493.79
5/22/2024	9337341696	GRAYBAR ELECTRIC CO	591.86
5/22/2024	9337342345	GRAYBAR ELECTRIC CO	215.94
5/22/2024	9337342344	GRAYBAR ELECTRIC CO	1970.96
5/10/2024	2402	JUDAH CASTER CO	296.39
5/3/2024	26480473	MC MASTER-CARR SUPPLY CO	44.93
4/24/2024	33859700	MILLARD METAL SERVICES	97.83
5/3/2024	33872200	MILLARD METAL SERVICES	77.40
5/15/2024	1050475	OMAHA SLINGS INC	75.09
5/1/2024	430892	TOOFAST SUPPLY	4.90
5/1/2024	431273	TOOFAST SUPPLY	34.49
5/6/2024	431691	TOOFAST SUPPLY	365.40
5/3/2024	177724805	ULINE	956.63
4/26/2024	S013250879002	VAN METER COMPANY	51.14
4/29/2024	S013265519001	VAN METER COMPANY	25.48
4/30/2024	S013269781001	VAN METER COMPANY	264.25
5/1/2024	S013269781002	VAN METER COMPANY	1056.98

MATERIALS

Invoice Date	Invoice Number	Vendor Name	Total
5/8/2024	S013283599001	VAN METER COMPANY	2.67
4/23/2024	77520T001	THE WALDINGER CORP	104.00
		TOTAL	**131917.71**

SUPPLEMENT TO MODIFIED OFFICIAL FORM 410 ("PROOF OF CLAIM FORM")

CLAIM SUMMARY REQUEST FORM

If you are a current or former employee of Zachry or one of its affiliates, you do **not** need to complete this form.

For all claimants who are vendors and customers of the Debtors, although completion of this form is **not mandatory**, the Debtors **strongly recommend** that any party asserting a claim fill out this form in full and submit it with the Proof of Claim Form. Filling out this supplement in full will allow the Debtors to understand the facts supporting the claim and reconcile the claim against the Debtors' books and records. The Bankruptcy Court encourages claimants to complete this form. You **must** submit a Form 410 Proof of Claim, this form alone does not constitute the filing of a Proof of Claim in the Chapter 11 case of Zachry Holding Inc., et al., Case No. 24-90377. For more information, please visit https://www.veritaglobal.net/zhi.

1. Name of claimant as stated on Proof of Claim Form:

COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST

2. Claim Summary. List of Project / Job Name(s), Job Location(s), and Purchase Order(s) and description of the claim (you may attach a separate summary that contains the same information):

#	Project Name(s)	Amount of Claim
1	OPPD STANDING BEAR LAKE GENERATION FACILITY	$4,948,849.68
2	OPPD STANDING BEAR LAKE GENERATION FACILITY	$92,255.00
3	OPPD STANDING BEAR LAKE GENERATION FACILITY	$129,256.70

#	Job Name(s)	Job Location(s)	Purchase Order(s)	Amount of Claim
1	AGREEMENT #115001-605028	OMAHA, NE		
2	AGREEMENT #115001-600327	OMAHA, NE		
3	AGREEMENT #115001-598870	OMAHA, NE		

Additional claim summary page available at end of this document

3. Documentation. Documentation supporting the claim should be attached hereto. Documentation should include both evidence of the nature of the claim asserted as well as evidence of the date or dates on which the claim arose.

4. Claims Against Multiple Debtor Entities. Each Proof of Claim and Claim Summary must state a claim against **only one** Debtor and clearly indicate the Debtor against which the claim is asserted.

5. Sign and Date Form.

Date: 8/27/2024

Signature: _____

Name: BILLY J. FRIESEN

3910 SOUTHS STREET
LINCOLN, NE 68506

Address: _____

Phone: 402-473-2203

Email: BFRIESEN@COMMONWEALTHELECTRIC.COM

If you are a vendor or customer claimant, the Debtors strongly recommend that you please complete the Proof of Claim Form and this Supplement. Attach the Supplement to the Electronic Proof of Claim Form (ePOC) as supporting documentation (ePOC Step 10) or include the Supplement in the envelope with the Proof of Claim mailed to Verita at the address below. Forms will not be accepted by Electronic Mail or Facsimile.

Submit Electronic Proof of Claim (ePOC):

Please visit https://www.veritaglobal.net/zhi to submit an ePOC. See ePOC Step 10 - Supporting Documentation to load this Supplement form.

Mailing Address:

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

Claim Summary Additional Page for List of Projects

Name (as listed on Proof of Claim): COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST

#	Project Name(s)	Amount of Claim
4	OPPD TURTLE CREEK GENERATION FACILITY	$104,071.50
5	OPPD TURTLE CREEK GENERATION FACILITY	$84,597.74

Claim Summary Additional Page for List of Jobs

Name (as listed on Proof of Claim): COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST

#	Job Name(s)	Job Location(s)	Purchase Order(s)	Amount of Claim
4	AGREEMENT #115002-600359	OMAHA, NE		
5	AGREEMENT #115002-598862	OMAHA, NE		

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

In re:	)	Chapter 11
ZACHRY HOLDINGS, INC., *et al.*[1]	)	Case No. 24-90377 (MI)
Debtors.	)	(Jointly Administered)

DEBTORS' OBJECTION TO THE CLAIM OF COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST (CLAIM NO. 1003)

This is an objection to your claim. This objection asks the Court to disallow the claim that you filed in this bankruptcy case. If you do not file a response within 30 days after the objection was served on you, your claim may be disallowed without a hearing.

A hearing will be conducted on this matter on April 1, 2025 at 3:00 p.m. prevailing Central Time, in Courtroom 404, 4th floor, 515 Rusk Street, Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur's conference room number is 205691. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Isgur's home page. The meeting code is "JudgeIsgur". Click the settings icon in the upper right corner and enter your name under the personal information setting.

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

The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") file this objection (the "**Objection**") to the claim of Commonwealth Electric Company of the Midwest ("**Commonwealth Electric**") set forth in proof of claim number 1003 (the "**Claim**"). In support of this Objection, the Debtors submit the *Declaration of Raymond Boldt in Support of the Debtors'*

[1] The last four digits of Zachry Holdings, Inc.'s tax identification number are 6814. A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' 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.

Objection to the Claim of Commonwealth Electric Company of the Midwest (Claim No. 1003) (the "**Boldt Declaration**") and the *Declaration of William B. Murphy in Support of the Debtors' Objection to the Claim of Commonwealth Electric Company of the Midwest (Claim No. 1003)* (the "**Murphy Declaration**"), each filed concurrently herewith. In further support of this Objection, the Debtors respectfully state as follows:

Preliminary Statement

1. On September 21, 2021, Zachry Industrial Inc. ("**ZII**" or "**Zachry**") entered into a contract with the Omaha Public Power District to design and construct electrical generation facilities at two locations, the Standing Bear Lake Station and Turtle Creek Station. Zachry hired Commonwealth Electric as a subcontractor to assist Zachry in the construction of both projects; however, this Objection primarily concerns Commonwealth Electric's work on Standing Bear Lake Station (the "**Project**") under one of three different service agreements between Zachry and Commonwealth Electric (Service Agreement #115001-605028 or the "**Service Agreement**").[2]

2. Under the Service Agreement, Commonwealth Electric agreed to perform electrical work on the Project. The service agreement between Zachry and Commonwealth Electric sets forth specific deliverables, deadlines, and standards of work, and provides that Zachry would be able to offset any costs due to Commonwealth Electric's defective, incomplete, or unnecessary work against Commonwealth Electric's billed invoices under the service agreement.

3. Commonwealth Electric's Claim asserts an unsecured claim of $5,359,030.62, of which $1,038,339.54 is asserted to be entitled to administrative expense priority pursuant to section 503(b)(9) of the Bankruptcy Code. The vast majority of the Claim (approximately

[2] The request in this Objection to reduce the Claim only relates to Commonwealth Electric's work pursuant to the Service Agreement. However, the request in this Objection to reclassify the Claim relates to Commonwealth Electric's work on both Standing Bear Lake and Turtle Creek.

$5,000,000) relates to outstanding invoices for work performed under the Service Agreement. The work performed by Commonwealth Electric under the Service Agreement was defective, incomplete and in some cases duplicative. As set forth in the Declaration of Raymond Boldt, Zachry incurred $1,775,916 in costs due to Commonwealth Electric's defective and incomplete work, and $876,066 of the invoiced amount was for unnecessary duplicative work. Collectively, Zachry is entitled to an offset of $2,651,982 against Commonwealth Electric's invoices. In addition, only a fraction of the asserted 503(b)(9) portion of the Claim is actually for goods delivered to the Debtors in the 20 days prior to the Petition Date (as defined below).

4. Therefore, the Court should reduce the Claim by $2,651,982 to a corrected amount of $2,707,048.62 and reclassify the Claim such that only $110,275.93 is entitled to priority under section 503(b)(9) of the Bankruptcy Code.

Relief Requested

5. By this Objection, the Debtors seek entry of an order, substantially in the form attached hereto (the "**Proposed Order**") (i) reducing the Claim to a corrected amount of $2,707,048.62, (ii) reclassifying the claim such that only $110,275.93 is entitled to priority under section 503(b)(9) of the Bankruptcy Code, and (iii) granting such other and further relief as the Court deems just and proper.

Jurisdiction, Venue, and Predicates for Relief

6. The United States Bankruptcy Court for the Southern District of Texas (the "**Court**") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding under 28 U.S.C. § 157(b)(2)(B) and this Court has constitutional authority to enter a final order because the matter involves allowance or disallowance of claims against the estate.[3]

[3] To the extent the Court does not have constitutional authority to enter a final order in this matter, the Debtors confirm their consent to the entry of a final order by the Court.

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

8. The predicates for the relief requested herein are sections 105(a), 502(b), and 558 of title 11 of the United States Code (the "**Bankruptcy Code**"), rule 3007 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and rule 3007-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "**Bankruptcy Local Rules**").

Background

I. General Background

9. On May 21, 2024 (the "**Petition Date**"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the above-captioned chapter 11 cases. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These chapter 11 cases are being jointly administered pursuant to Bankruptcy Rule 1015(b). On June 4, 2024, the Office of the United States Trustee for the Southern District of Texas appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the "**Committee**") [Docket No. 176] and reconstituted the Committee on January 27, 2025 [Docket No. 2002]. No trustee or examiner has been appointed in the Chapter 11 Cases. A detailed description of the Debtors and their businesses is set forth in the *Declaration of Mohsin Y. Meghji in Support of Debtors' Petitions and Requests for First Day Relief* [Docket No. 7].

10. On July 16, 2024, the Debtors filed their Schedules of Assets and Liabilities and Statements of Financial Affairs (collectively, the "**Schedules and Statements**"). *See* Docket Nos. 510–531. On August 30, 2024, December 2, 2024, and December 20, 2024 several of the Debtors filed amendments to their Schedules and Statements. *See* Docket Nos. 855–865, 1564, 1770–1775. In particular, on December 20, 2024, after commencing their claims reconciliation process,

the Debtors filed additional amendments to their Schedules and Statements as they relate to Commonwealth Electric [Docket No. 1772].

11. On July 26, 2024, the Court entered the *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, (IV) Approving Notice of Bar Dates, and (V) Granting Related Relief* [Docket No. 636] (the "**Bar Date Order**"). The Bar Date Order established September 16, 2024, at 5:00 p.m. (prevailing Central Time) as the deadline for all non-governmental entities holding or wishing to assert a "claim" (as defined in section 101(5) of the Bankruptcy Code) against any of the Debtors that arose before the Petition Date to file proof of such claim. The past bar dates for filing proofs of claim related to the amended Schedules and Statements were October 4, 2024, January 2, 2025, January 21, 2025 at 5:00 p.m. (prevailing Central Time). The deadline for all governmental entities holding or wishing to assert a claim against any of the Debtors that arose prior to the Petition Date to file proof of such claim was November 18, 2024, at 5:00 p.m. (prevailing Central Time).

II. Zachry's Prepetition Agreement with Commonwealth Electric

12. On November 14, 2023, Zachry entered into the Service Agreement under which Commonwealth Electric was to perform certain electrical work in support of the Standing Bear Lake Station electric generation facility (SBLS) that ZII was building for the Omaha Public Power Department, referenced as ZII Job number 115001. Boldt Decl. ¶ 4.

13. Commonwealth Electric's scope of work on the Project included installation and testing of various switchgear, circuits, panels, and instrument and power cables needed on the project, including associated hardware, junctions, penetration seals, conduit, cable trays, supports, and terminations. *Id*.

III. Commonwealth Electric's Incomplete, Defective and Duplicative Work

14. Commonwealth Electric began work pursuant to the Service Agreement shortly after it was executed and was terminated on the Project by Zachry on May 15, 2024. Boldt Decl. ¶ 4. However, since May 2024, Zachry has determined that Commonwealth Electric's work was defective and incomplete, requiring corrective work. Boldt Decl. ¶¶ 4-6. The majority of this incomplete and/or defective work was identified in four Zachry back charge notifications ("**BCN**"), and includes but is not limited to the following (the "**BCN-Identified Incomplete and Defective Work**"):

- the absence of floor plates in multiple areas, resulting in the need to remove and reinstall cables in accordance with site requirements;
- various cables were found to be damaged, and there were issues with the formation of cables on the trays and panels;
- certain installations were found to be lacking Roxtec;
- multiple discrepancies in various panels upon final testing procedures;
- missing circuits and other components.

Boldt Decl. ¶ 6.

15. In order to rectify the BCN-Identified Incomplete and Defective Work, Zachry utilized its own direct labor and subcontractors under Zachry's direction to promptly inspect, phone, re-terminate, and test affected cables, and to install necessary missing or incorrectly installed components such as floor plates, circuits, panels and Roxtec. Boldt Decl. ¶ 6.

16. In addition to the BCN-identified defective work, Zachry discovered other defective work (the "**Other Incomplete and Defective Work**"). Boldt Decl. ¶ 9. Zachry incurred additional scaffolding, labor, and materials costs in order to rectify the defects in the Other Incomplete and Defective Work. Boldt Decl. ¶¶ 9-17.

17. Furthermore, Commonwealth Electric unnecessarily installed redundant cabling (known as "cable pulling") at the Project inconsistent with its assigned scope of work under the Service Agreement. Boldt Decl. ¶¶ 10-11. This problem was made worse by Commonwealth's failure to adequately document its cable pulling. *Id.* As a result, Zachry not only paid for Commonwealth's redundant cable pulling work, Zachry also incurred costs for identifying and resolving issues caused by the redundant cabling. *Id.*

18. As set forth in the below chart, and as described in the Boldt Declaration, Zachry estimates approximately $2.65 million in incurred costs or overbilling due to Commonwealth Electric's incomplete, defective, and/or duplicative work outside the scope of the Service Agreement:

Incurred Cost Category	Description	Cost Incurred by Zachry
Costs to rectify BCN-Identified Incomplete and Defective Work	Costs to rectify incomplete and/or defective work identified through BCNs, including (1) third party labor charges; (2) estimated Zachry technical and engineering support and field construction support costs based on historical standards developed by Zachry; and (3) third party construction material costs, including a markup on third party construction material based on Zachry's contracts with Commonwealth Electric. Boldt Decl. ¶ 8.	$1,009,015
Labor costs due to Other Incomplete and Defective Work	Indirect labor costs to takeover and effectuate the completion and correction of Commonwealth Electric's work and third-party labor charges for Zachry's subcontractor to complete smaller tasks not otherwise captured by a specific Extra Work Order. Boldt Decl. ¶ 16.	$348,000
Material due to Other Incomplete and Defective Work	In order to rectify the Other Incomplete and Defective Work, Zachry had to purchase additional materials and supplies not reflected in the back charge notifications, including additional cable, conduit, cable terminations and cable trays. Boldt Decl. ¶ 14.	$183,095

Incurred Cost Category	Description	Cost Incurred by Zachry
Scaffolding costs	Portions of Commonwealth's defective work were located at elevation. Accordingly, Zachry was required to rent and erect scaffolding and then remove that scaffolding. Costs include Zachry labor costs to erect and remove the scaffolding and third party scaffolding rental charges. Boldt Decl. ¶ 12.	$195,806
Costs and overbilling due to Duplicative Cabling	Commonwealth Electric installed duplicate cables unnecessarily and billed Zachry. Zachry not only paid for Commonwealth Electric's redundant cable pulling work, Zachry also incurred costs for identifying and resolving issues caused by the redundant cabling. Boldt Decl. ¶ 10.	$876,066
Paid smoke breaks	Commonwealth Electric billed Zachry for smoke breaks taken on a tobacco free jobsite.[4] Boldt Decl. ¶ 16a.	$40,000
	Total:	**$2,651,982**

IV. Commonwealth Electric's Proof of Claim

19. On August 27, 2024, Commonwealth Electric filed the Claim asserting a total unsecured amount of $5,359,030.62, of which $1,038,339.54 was asserted as being entitled to administrative priority pursuant to section 503(b)(9) of the Bankruptcy Code. *See* Claim No. 1003. Out of the $5,359,030.62 asserted in the Claim, approximately $5,000,000 relates to work done on the Project pursuant to the Service Agreement.

Argument

20. Section 502(a) of the Bankruptcy Code provides, in pertinent part, that "[a] claim or interest, proof of which is filed under section 501 of [the Bankruptcy Code], is deemed allowed, unless a party in interest . . . objects." 11 U.S.C. § 502(a). Further, section 502(b)(1) of the

[4] *See* Service Agreement Art. 9.3.

Bankruptcy Code provides that a court "shall determine the amount of such claim . . . as of the date of the filing of the petition, and shall allow such claim in such amount, except to the extent that—such claim is unenforceable against the debtor and the property of the debtor, under any agreement or applicable law." 11 U.S.C. § 502(b)(1). This statutory exception to the allowance of a claim is "generally complemented by § 558, which provides that '[t]he estate shall have the benefit of any defense available to the debtor as against any entity other than the estate, including statutes of limitation, statutes of fraud, usury, and other personal defenses.'" *In re W.R. Grace & Co.*, 626 B.R. 217, 235 (Bankr. D. Del. 2021) (quoting 11 U.S.C. § 558). Section 558 preserves for the benefit of the estate not only defenses the statute specifically references but also such defenses as counterclaim, setoff, and recoupment. *See, e.g.*, *In re ABC-NACO, Inc.*, 294 B.R. 832, 836 (Bankr. N.D. Ill. 2003) (counterclaim); *In re Gaulsh*, 602 B.R. 849, 854–55 (Bankr. S.D.N.Y. 2019) (setoff); *see e.g.*, *In re e.Spire Commc'ns, Inc.*, 293 B.R. 639, 648 (Bankr. D. Del. 2003) (recoupment).

21. As set forth in Bankruptcy Rule 3001(f), a properly executed and filed proof of claim constitutes prima facie evidence of the validity and the amount of the claim under section 502(a) of the Bankruptcy Code. *See, e.g.*, *In re Jack Kline Co., Inc.*, 440 B.R. 712, 742 (Bankr. S.D. Tex. 2010). However, a proof of claim loses the presumption of prima facie validity under Bankruptcy Rule 3001(f) if an objecting party refutes at least one of the allegations essential to the claim's legal sufficiency. *See In re Fidelity Holding Co., Ltd.*, 837 F.2d 696, 698 (5th Cir. 1988). Once such an allegation is refuted, the burden reverts to the claimant to prove the validity of its claim by a preponderance of the evidence. *See id.* Despite this shifting burden during the claim objection process, "the ultimate burden of proof always lies with the claimant." *In re Armstrong*,

347 B.R. 581, 583 (Bankr. N.D. Tex. 2006) (citing *Raleigh v. Ill. Dep't of Revenue*, 530 U.S. 15 (2000)).

22. Here, the Court should reduce the Claim because Commonwealth Electric performed incomplete, defective, and/or unnecessary duplicative work not in accordance with the Service Agreement. The Service Agreement under which the work was performed provides that if Zachry is "required . . . to perform certain work on [Commonwealth Electric]'s behalf, whether this work be in contention or agreed . . . [l]abor will be charged to [Commonwealth Electric]." Service Agreement Art. 11.9. Furthermore, the Service Agreement states that Zachry may withhold payment where Zachry has incurred losses due to defective work not remedied by Commonwealth Electric, or where Commonwealth Electric failed to perform work in accordance with the Service Agreement. *Id.* at 10.1.3. A full description of Commonwealth Electric's incomplete and defective work may be found in the Boldt Declaration. *See* Boldt Decl. at ¶¶ 6-17.

23. To rectify Commonwealth Electric's defective and incomplete work, Zachry incurred significant costs. As fully described in the Boldt Declaration, the corrective work necessary because of the BCN-Identified Incomplete and Defective Work cost Zachry $1,009,015. *See id*. at ¶ 8. The corrective work necessary to rectify the Other Incomplete and Defective Work cost Zachry $348,000 in labor costs and $183,095 in material costs. *See id*. at ¶¶ 14, 16. The scaffolding needed in the corrective work cost Zachry $195,806. *See id*. at ¶ 12. Zachry has the right to withhold payments to offset such costs due to Commonwealth Electric's defective work pursuant to articles 10.1.3 and 11.9 of the Service Agreement.

24. In addition, Zachry incurred costs due to Commonwealth Electric's installation of unnecessary duplicative cables against the terms of the Service Agreement, in the amount of

$876,066. *See id*. at 10. Commonwealth Electric billed Zachry for $40,000 worth of labor costs for smoke breaks taken by its workers, despite the Service Agreement making clear that the Project was to be smoke-free. *See* Service Agreement Art. 9.3. In both cases, Commonwealth Electric failed to perform the Work in accordance with the Service Agreement. Therefore, Zachry has the right to withhold payments to offset the costs incurred due to the duplicative work and inappropriate labor bill, pursuant to articles 10.1.3 and 11.9 of the Service Agreement.

25. While the Service Agreement does not provide for recovery of damages for delay, Zachry has incurred $2.1 million in delay costs due to Commonwealth Electric's incomplete and/or defective work. *See* Boldt. Decl ¶ 18. The Debtors are not seeking to reduce or offset Commonwealth Electric's Claim amount for this $2.1 million. However, these delay costs demonstrate even further damage suffered by Zachry due to Commonwealth Electric's defective and/or incomplete work, and that equity also points towards the reduction of Commonwealth Electric's Claim.

26. The Claim also asserts a $1,038,339.54 expense priority under section 503(b)(9) of the Bankruptcy Code. Section 503(b)(9) states that "the value of any goods received by the debtor within 20 days before the commencement of [a chapter 11 case] . . . sold to the debtor in the ordinary course" shall be entitled to administrative expense priority. 11 U.S.C. § 503(b)(9). However, as set forth in the Murphy Declaration, the Debtors have reviewed Commonwealth Electric's invoices related to the Claim and have determined that only $110,275.93 was invoiced for goods delivered to the Debtors within 20 days before the Petition Date. The Claim incorrectly included invoices for non-goods, such as labor costs, demobilization costs, third-party equipment rentals, and retainage amounts as being entitled to 503(b)(9) priority. After accounting for these

amounts, the Claim should be reclassified such that only $110,275.93 is entitled to 503(b)(9) administrative expense priority.

Reservation of Rights

27. By this Objection, the Debtors object to the Claim solely for the reasons identified therein. Regardless of whether one or more of the bases for objection stated herein is overruled, or otherwise not sustained, the Debtors reserve the right to (i) amend, modify, or supplement this Objection, (ii) file additional objections to the Claim on any basis, and (iii) pursue claims and causes of action against Commonwealth Electric or any other person or entity and seek appropriate remedies in connection with same. Further, the Debtors reserve their rights to object to any proof of claim, including but not limited to the Claim, on any grounds whatsoever at a later date, including, among other things, based on amount, priority, classification, or otherwise.

28. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Objection or any order granting the relief requested by this Objection or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (h) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance of property of the Debtors' estates; or (i) a

concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Objection are valid and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

Notice

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

No Previous Request

30. No previous request for the relief sought herein has been made by the Debtors to this Court or any other court.

Conclusion

31. For the foregoing reasons, the Debtors respectfully request the Court enter the Proposed Order (i) reducing the Claim to a corrected amount of $2,707,048.62, (ii) reclassifying the claim such that only $110,275.93 is entitled to priority under section 503(b)(9) of the Bankruptcy Code, and (iii) granting such other and further relief as the Court deems just and proper.

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Dated: February 20, 2025
Houston, Texas

/s/ *Charles R. Koster*

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-and-

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Counsel to the Debtors and
Debtors in Possession

Certificate of Service

I certify that on February 20, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Charles R. Koster
Charles R. Koster

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

In re:	)	Chapter 11
ZACHRY HOLDINGS, INC., *et al.*[1]	)	Case No. 24-90377 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. ___**

ORDER SUSTAINING DEBTORS' OBJECTION TO THE CLAIM OF COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST [CLAIM NO. 1003]

Upon the objection (the "**Objection**")[2] of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") for entry of an order (this "**Order**") reducing and reclassifying the Claim as more fully set forth in the Objection and the Boldt Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and that this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Objection in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Objection is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Objection and opportunity for a hearing on the Objection were appropriate and no other notice need be provided; and this Court having reviewed the Objection and having heard the statements in support of the relief requested

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

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

therein at a hearing before this Court, if any (the "**Hearing**"); and this Court having determined that the legal and factual bases set forth in the Objection and at the Hearing, if applicable, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Claim shall hereby be allowed in an amount equal to $2,707,048.62. $2,596,772.69 of the Claim shall be a general unsecured claim, and $110,275.93 of the Claim shall be entitled to administrative expense priority pursuant to section 503(b)(9) of the Bankruptcy Code.

2. Kurtzman Carson Consultants, LLC (doing business as Verita Global), as claims, noticing and solicitation agent, is authorized and directed to update the claims register maintained in these chapter 11 cases to reflect the relief granted in this Order.

3. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order or the Objection shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Objection or any order granting the relief requested by this Objection or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the

Bankruptcy Code or any other applicable law; (h) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance of property of the Debtors' estates; or (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Objection are valid and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

4. The Debtors are authorized, but not directed, to execute and deliver such documents and to take and perform all actions necessary to implement and effectuate the relief granted in this Order.

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

6. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

7. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Order.

Houston, Texas
Dated: _____, 2025

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

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)

DECLARATION OF RAYMOND BOLDT IN SUPPORT OF THE DEBTORS' OBJECTION TO THE CLAIM OF COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST (CLAIM NO. 1003)

I, Raymond Boldt, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury that the following is true and correct:

1. My name is Raymond Boldt. I am an employee of Zachry Industrial Inc. ("Zachry") and my job title is Project Estimator. I have over twenty years of experience in estimating costs for Zachry, including estimates for change orders, Zachry bid submissions and evaluating subcontractor bids and charges.

2. I am responsible for providing electrical and instrumentation technical and field support on the Standing Bear Lake Station (SBLS) project Zachry is building for Omaha Public Power Department (OPPD). My responsibilities have included different aspects of cost estimation, change management and coordination of work by Zachry and subcontractors on the SBLS project. I have had personal involvement in aspects of Commonwealth's and its affiliates' work on Zachry's OPPD projects.

3. Since March 2024, I have been involved in Zachry's efforts to identify and correct defective and incomplete work by Commonwealth on the SBLS project and have personal knowledge of the scope and costs associated with Zachry's efforts. In order to document those costs, I worked with Zachry support personnel to prepare the materials contained in **Exhibits 1-9** attached to this declaration.

4. Zachry entered into Service Agreement #115001-605028 with Commonwealth Electric (the "Service Agreement"), under which Commonwealth Electric was to perform certain electrical work in support of the SBLS project. Commonwealth's work under the Service

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

Agreement included installation and testing of various switchgear, circuits, and instrument and power cables needed on the project, including associated hardware, junctions, penetration seals (called Roxtec), conduit, cable trays, panels, supports, and terminations. Zachry terminated Commonwealth's work under the Service Agreement on May 15, 2024. From May through October 2024, Zachry and its subcontractor inspected work that Commonwealth was obligated to perform under the Service Agreement. As a result of the inspections, Zachry determined that Commonwealth had either not completed work within their work scope, or Commonwealth's work was defective and required corrective work.

5. Zachry has incurred costs for self-performed work, subcontractor work and third party supplied materials to complete and correct Commonwealth's defective work (hereinafter "Corrective Work"). The scope of the Corrective Work and the related costs are reflected in **Exhibits 1 through 8** attached to this declaration.

6. The majority of Commonwealth's incomplete and defective work was identified in four Zachry back charge notifications (BCNs), numbered BCN-00127 (attached hereto as **Exhibit 1**), BCN-0163 (attached hereto as **Exhibit 2**), BCN-164 (attached hereto as **Exhibit 3**) and BCN-165 (**Exhibit 4**). The defective work in these BCNs included, but was not limited to:

a. the absence of floor plates in multiple areas, resulting in the need to remove and reinstall cables in accordance with site requirements.
b. various cables were found to be damaged, and there were issues with the formation of cables on the trays and panels.
c. certain installations were found to be lacking Roxtec.
d. multiple discrepancies in various panels upon final testing procedures.
e. missing circuits and other components

7. In order to reduce the impact of Commonwealth's incomplete and defective work, Zachry utilized its own direct labor and subcontractors under Zachry's direction to promptly inspect, phone, re-terminate, and test affected cables; and install necessary missing or incorrectly installed components such as floor plates, circuits, panels and Roxtec.

8. The calculations used to determine the costs in **Exhibits 1-4** are contained in cost summaries for each BCN that show (1) third party labor charges; (2) estimated Zachry technical and engineering support and field construction support costs based on historical standards developed by Zachry; and (3) third party construction material costs, including a markup on third party construction material based on Zachry's contracts with Commonwealth. These costs are further supported by detailed Extra Work Orders reports from Zachry's subcontractors, responses to Requests for Information from OPPD, technical drawings, test results, annotated photographs, and materials lists, all of which I understand are being separately provided to Commonwealth by Zachry's counsel. The costs for Corrective work in **Exhibits 1-4** total $1,009,015.

9. In addition to the defective work referenced in each back charge notification, Zachry also discovered other defective work by Commonwealth that is referenced in **Exhibits 5-8**.

10. Commonwealth unnecessarily installed redundant cabling (known as "cable pulling") at the Standing Bear Lake Station project inconsistent with its assigned scope of work. This problem was made worse by Commonwealth's failure to adequately document its cable pulling. As a result, Zachry not only paid for Commonwealth's redundant cable pulling work, Zachry also incurred costs for identifying and resolving issues caused by the redundant cable pulling. The costs associated with the multiple, redundant cable pulling are reflected in **Exhibit 5**, and total $876,066.

11. The costs in **Exhibit 5** were calculated by first determining the total linear feet of cable installed and assessing how much of that cable was installed by Commonwealth. We then determined the rate of duplicative cable pulling by Commonwealth, estimated the amount of time spent by Commonwealth on the duplicative cable pulls and the cost of that labor. We then determined the cost of the cable in the duplicative cable pulls and applied appropriate markups to these third-party material costs and labor based on Commonwealth's contracts and Zachry's historical information.

12. Portions of Commonwealth's defective work were located at elevation. Accordingly, Zachry was required to rent and erect scaffolding to perform the Corrective Work and then remove that scaffolding. The costs associated with the scaffolding are reflected in **Exhibit 6**, and total $195,806.

13. The costs reflected in **Exhibit 6** were calculated based on Zachry labor costs to erect and remove the scaffolding and third party scaffolding rental charges. The labor costs were determined by taking the total number of hours for the Corrective Work in Exhibits 1-4 and estimating how much time was spent by Zachry employees erecting and removing scaffolding in support of that work based on historical information. Zachry's average labor rate was then applied to the scaffolding labor hours. Third party scaffolding rental charges were determined by taking the total number of workdays reflected in Exhibits 1-4 and multiplying that by the daily scaffolding rental charge, taking into account weekends and rainout days for which Zachry paid scaffolding rental charges even though work was not taking place. A 10 percent markup was applied to the third-party rental costs in accordance with Zachry's contracts with Commonwealth.

14. In order to complete the Corrective Work, Zachry had to purchase additional materials and supplies not reflected in the back charge notifications, including additional cable, conduit, cable terminations and cable trays. The costs associated with these repair materials and supplies are reflected in **Exhibit 7**, and total $183,095.

15. The costs in **Exhibit 7** were determined by taking the total lengths of cable and conduit and multiplying those lengths by the cost per linear foot of the material. The cost of

additional cable terminations was determined by multiplying the number of terminations by the average cost per termination. A ten percent markup was applied to these third-party material charges in accordance with Zachry's contracts with Commonwealth.

16. Zachry determined that there were additional costs resulting from Commonwealth's work that were not captured in the back charges reflected in Exhibits 1 – 4. These additional miscellaneous costs are reflected in **Exhibit 8**, and total $388,000. These costs are comprised of:

a. Improper charges by Commonwealth for its employees' smoke breaks when the jobsite was required to be tobacco free under the parties' contracts. These smoke breaks resulted in approximately 500 lost work hours for which Zachry was charged but obtained no benefit. The cost to Zachry of these lost work hours was calculated using the average labor costs charged by Commonwealth and Zachry's subcontractor that performed Corrective Work.

b. Indirect labor costs to takeover and effectuate the completion and correction of Commonwealth's work. The amount of this labor was determined to be in excess of 2000 hours of time for Zachry employees in supervision, procurement and support functions not otherwise captured in Zachry's back charge notices.

c. Third party labor charges for Zachry's subcontractor to complete smaller tasks not otherwise captured by a specific Extra Work Order. These charges are for actual work performed and charged by the subcontractor while addressing various Commonwealth deficiencies that would be found in Zachry's ongoing work deficiency lists. Based on the limited amount of time and cost required for each individual task, the third-party labor did not warrant individual tracking by way of an Extra Work Order. These charges were taken from third party invoicing.

17. **Exhibit 10** contains a summary of all the costs in **Exhibits 1-8,** which total $2,651,982.

18. Commonwealth's incomplete and defective work also caused approximately 15 days of delay in Zachry's schedule for substantial completion of the SBLS project. As a result, Zachry faces potential liquidated damages for those delays under its contract with OPPD that total $2.1M. These costs were calculated in **Exhibit 9** by taking the total hours of work reflected in Exhibits 1-4, converting those hours to workdays and applying the daily liquidated damages rate from the Second Amendment to Zachry's contract with OPPD.

19. All of the costs addressed in my declaration were calculated based on industry standard estimating practices and references, as well as Zachry practices and procedures that I and other Zachry employees regularly use and rely on in estimating work on Zachry projects similar the Standing Bear Lake Station project.

Executed on February 20, 2025

/s/ Raymond Boldt
Raymond Boldt

EXHIBIT 1

BCN-00127

FINAL BILLING PACKAGE

Project Name – Standing Bear Lake Station (SBLS) Project **Date: 10/10/2024**

Extra Work Notification

To: Commonwealth Electric Company of the Midwest	**Doc Control No.:** BCN - 00127
Address: 3910 South Street, Lincoln, NE 68506	**Agreement / PO No.:** 115001-605028
	Cost Code No.:
Attn:	
Email:	**Document No.:** Multiple EWO

Zachry is hereby providing a notice of back charge pursuant of the purchase agreement between Zachry and Commonwealth Electric Company of the Midwest. Zachry is providing notice for the corrective work described below in accordance with the contract specifications. Commonwealth Electric Company of the Midwest shall sign and return acknowledging receipt of this Final Billing Package within 2 business days. Commonwealth Electric Company of the Midwest will be back-charged for the corrective work in accordance with the agreement. In addition, schedule impacts to Zachry may apply.

Description of Corrective Work & Location:

Description: Upon inspection, several problems were identified with the work carried out by Commonwealth Electric. These included the absence of floor plates in multiple areas, resulting in the need to remove and reinstall cables in accordance with site requirements. Additionally, various cables were found to be damaged, and there were issues with the formation of cables on the trays and panels. Furthermore, installations were found to be lacking Roxblox.

Corrective Action: In order to reduce the effect on the construction timeline, ZII direct labor and subcontractor's ISC promptly addressed the identified issues by phoning, re-terminating, testing affected cables, and installing necessary missing components like floor plates and Roxblox. For a detailed breakdown of activities, please refer to Table 1.

Continue in Page 2….

Total Estimated Extra Work Cost: **$ 523,308.85**

Zachry – Project Control Manager	**Commonwealth Electric Company of the Midwest**
Print Name	Print Name
Signature	Signature
Date	Date

Return To:
Hunter Edmondson – Project Controls Manager
6633 N 120th Street
Omaha, NE 68184
210-844-7290

CC:
Lyle Fouts – EPC Project Manager
Gil Craft – Construction Project Manager
Karen Latham – Cost Manager
Theresa Hanes – Business Manager
Travis Goodrich – Project Engineer
Michelle Stewart – Procurement Project Manager
Staci Tijerina – Accounts Payable Supervisor

Table 1

EWO Number	EWO Date	Foreman	Description of Work	Field Comments
001	5/30/2024	Edward Gonzalez	Removed roxblox and pull cables out from MCC-117 section 3 and 4 and installed floor plates.	MCC-117 Section 3 and 4: Removed roxblox, pull out cables, prep and install floor plates, identify and phone cables, identify damaged cable pull by CW.
002	5/31/2024	Edward Gonzalez	Remove roxblox and pull out cables from MCC-116 section 8 and 9 to install floor plate.	MCC-116 Section 8 and 9: Remove roxblox and pull out cables, phone and identify power cables. 0LVB-266-RCP (20' 3/C #6 w/ GND), 0LOA-102-M (20' 3/C #6 w/ GND).
003	6/2/2024	Keithon Parker	Determ feeders for MCC-117 to install floor plate.	0LVB-117-MCC Main feeders: Identify and test cables - 12 cables (determ and tail out 390'), tail in and terminate cables - 12 cables (390' and 220 terms), fabricate and install floor plate with meyers hub. 3 GND cables 4/0 (G1, G2, G3). 9 feeders 750 kcwl (A1, A2, A3, B1, B2, B3, C1, C2, C3). 0LVB-3E0117-SWG.
004	6/2/2024	Edward Gonzalez	Determ instrument and power cables, pull out cables to install floor plate MCC-116.	0LVB-116-MCC Bucket 03F, 04C, 05A: Disconnect instrument and poewr cables - 6 cables, removed roxblox and pull out cables - 120', fabricate and install floor plates with meyers hub. 0WDA-3E0014B-01-01 (3C 12 with G) (8 terms), 0WDA-3E0016B-01-02 (3C 12 with G) (6 terms), 0WDA-3E0016A-01-01 (3C 12 with G) (8 terms), 0WDA-3E0016A-01-02 (3C 12 with G) (6 terms).
005	6/4/2024	Craig Guilbeau	Determ feeders for MCC-116 main to install floor plate. Install floor plates, tail in and terminate cables and installed roxblox.	0LCB_116-MCC (Main Feeders): Identify, phone and test cables (12 cables), remove roxblocks and pull out cables (240'), Knockout 4" holes on floor plate and installed meyers hubs, close nipples and GND bushings. 3 GND cables 4/0 (G1, G2, G3), 9 feeders 750 dcmil (A1, A2, A3, B1, B2, B3, C1, C2, C3). 0LVB-3E0116-01. 0LVB-116-MCC bucket 03F, 04C, 05A: Tail in cables into coresponding bucket (6 cables(120')), install roxblox, terminate cables. Section 03F: 0WDA-3E0016A-01-02, 0WDA-3e0016-01-01. Section 04C: 0WDA-3E0016B-01-01, 0WDA-3E0016B- 01-02. Section 05A: 0WDA-3E0017A-01-01, 0WDA-3E0017A-01-02.
008	6/5/2024	Edward Gonzalez	Tail in, terminate, and test cables for MCC-117. Install roxblox and terminate GND cables.	0LVB_117-MCC (main feeders): Prep and terminate feeders for MCC-117 (0LVB-3E0117-01) A1, A2, A3, B1, B2, B3, C1, C2, C3 (Single conductor 750kcmil) (9 terms). Prep and terminate GND cables for MCC-117 (0LVB-3E0117-01) G1, G2, G3 (3 terms single conductor 4/0). Install roxblox.
011	6/7/2024	Roberto Cotero	BOP missing plate under CFA-902. 18 circuits reworked.	Verify terms and re-term the following: 0WDA-1C3013-02-01 (1pr #16, de-term 3 cables, pull back 15', tail in 15', re- term 3 cables), 0ILB-2C3165-01-01 (1pr #16, de-term 3 cables, pull back 15', tail in 15', reterm 3 cables), 0ILB- 2C3113-01-01 (4c #14 awg, de-term 4 cables, pull back 15', tail in 15', re-term 4 cables), 0ILB-2C3112-01-01 (4c #14 awg, de-term 4 cables, pull back 15', tail in 15', reterm 4 cables), 0ILB-2C3111-01-01 (4c #14 awg, de-term 4 cables, pull back 15', tail in 15', re-term 4 cables), 0ILB-2C3147-01-01 (1pr #16, de-term 3 cables, pull back 15', tail in 15', re-term 3 cables), 0ILB-2C3145-01-01 (1pr #16, de-term 3 cables, pull back 15', tail in 15', re-term 3 cables)

012	6/8/2024	Roberto Cotero	Re-work of 18 circuits at EFA-902 due to missing plate at BOP bottom.	Re-working circuits: 0WDA-1C3013-02-01 (1pr #16, de-term 3 cables, pull back 15', tail in 15', re-term 3 cables), 0ILB-2C3165-01-01 (1pr #16, de-term 3 cables, pull back 15', tail in 15', re-term 3 cables), 0ILB-2C3113-01-01 (4c #14 awg, de-term 4 cables, pull back 15', tail in 15', re-term 4 cables), 0ILB-2C3112-01-01 (4c #14 awg, de-term 4 cables, pull back 15', tail in 15', re-term 4 cables), 0ILB-2C3111-01-01 (4c #14 awg, de-term 4 cables, pull back 15', tail in 15', re-term 4 cables), 0ILB-2C3147-01-01 (1pr #16, de-term 3 cables, pull back 15', tail in 15', re-term 3 cables), 0ILB-2C3145-01-01 (1pr #16, de-term 3 cables, pull back 15', tail in 15', re-term 3 cables). Verify all circuits end to end, reworking both ends due to improper cable management. The following were not done due to loops: 0WDA-1C3505-01-01, 0WDA-1C3504-01-01, 0WDA-2C3013-02-02, 0ILB-2C3173-01-01, 0ILB-2C3459-01-01, 0ILB-2C3161-01-01, 0ILB-2C3146-01-01, 0ILB-2C3169-01-01, 0ILB-2C3157-01-01, 0ILB-2C3144-01-01, 0ILB-2C3111-01-01, 0ILB-2C3112-01-01.
018	7/13/2024	Craig Guilbeau	Verification of phasing on primary side of (XFMR) transformers (15KV) due to missing or incomplete documents from CW.	Verify phasing done by CW due to them not turning in inspection paperwork for primary side of transformers: 0LVB-001-XFMR, 0LVB-011A-XFMR, 0LVB-002-XFMR, 0LVB-011C-XFMR, 0LVB-003-XFMR, 0LVB-011B-XFMR. Work permits had to be pulled to initiate work from commission. Permits then had to be signed by commission, Zachry safety, and LOTO manager. Locks and tags were installed and signed into log for lock box. Removed all covers on transformers and began disconnecting primary feeders. 1/2" stainless steel hardware locked up and had to be cut with a Sawzall to separate cables. Once both sides of cables were disconnected, we did a continuity check and cables were verified by ISC. We then replaced mix match hardware to 1/2" Stainless steel bolts and re-connected all cables back to the bus bar. Contacted QC to come and witness torque of each individual feeders at each transformer and then marked bolts. Proceeded with wiping down with denatured alcohol, vacuum, and clean. We then cleaned the covers and closed them on each transformer.
019	7/20/2024	Armando Ramos	Replace damaged boots on 0MVB-002-SWG in PDC-2.	Repaired the damaged boot on 0MVB-002-SWG in PDC-2 by cutting and removing the damaged stress cone boot. Afterward, we cleaned the cables and installed a new boot.

021	6/24/2024	Armando Ramos	Remove and replace #750 lugs damaged by CW on 0LVB-011B Switchgear, section 10C in PDC-3.	The crew obtained the permit from the LOTO Manager to start work on the 0LVB-011B Switchgear, section 10C in PDC-3. We began by removing bolts from the bus bar one at a time to replace them with 1/2" silicone bronze hardware. During this process, we discovered that 27 of the lugs had been drilled out. We documented this issue and took photographs to record the previous work performed by CW. Following this, we removed the original Burndy lugs. Upper management directed us to have a welder use a grinder to remove the lugs. To contain and collect flying debris during this process, we set up a fiberglass curtain and secured each cable to a control surface, allowing us to cut the lugs without needing manual support. After the lugs were cut, we conducted a thorough cleaning of the switchgear interior using denatured alcohol and a vacuum to remove any debris or contaminants. We then re-lugged the cables for installation.
022	6/25/2024	Armando Ramos	Replace the bus bar in the 0CNA breaker for both 0LVB-011A and 0LVB-011B switchgear in PDC-3.	(Continued) We removed the copper bus bar from the 0LVB-011A and 0LVB-011B switchgear.. The issue was that the lugs did not fit correctly on the existing plates due to an inadequate number of holes, making it impossible to secure the feeders properly. We replaced the old plates with new ones that were larger and featured additional holes, ensuring a proper installation for the feeders. This should have been recognized by CW during installation and brought to the engineers attention.
023	6/26/2024	Armando Ramos	Replace mix match hardware for 0CNA-3E0101 in 0LVB-011B that were initially installed by CW.	(Continued) We obtained a new permit and LOTO for work on the switchgear, which required signatures from the LOTO Manager, the commissioning department, and Zachry safety before we could proceed. Once approved, we opened section 10C to address the initial scope of work, which involved replacing mismatched bolts installed by CW. We swapped out the original zinc hardware for silicone bronze hardware. After completing this replacement, we properly formed and reattached all feeders to the bus bar. Then contacted QC to witness the torque and mark bolts as needed.
024	8/20/2024	Jose Regalado	QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-071 and BLP-072.	The work in CTO ACA-30 consisted of determinating 26 (600V/500 01C and 600V/1/0 1C-G) cables associated with panel BLP-071 and 23 (600V/ 8 3C W/GND and 600V/14 4C) cables associated with panel BLP-072.Electrical testing procedures were conducted, including megger/insulation testing to check cable integrity and continuity testing to verify correct phasing and labeling. The findings indicated that circuits related to panels BLP-071 and BLP-072 needed relabeling. Additionally, improper hardware was identified and required replacement. The following corrective measures were taken: cables were tagged with their corresponding circuit numbers, hardware was replaced from galvanized to silicone bronze for the ground wires and stainless steel for the power cables as per specifications listed

				in the drawing schematics. Lastly,cables from both panels were re-terminated and re-torqued
025	8/21/2024	Jose Regalado	QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-081 and BLP-082.	The work in CTO ACA-30 consisted of determinating 26 (600V/500 01C and 600V/1/0 1C-G) cables associated with panel BLP-081 and 25 (600V/ 8 3C W/GND and 600V/14 4C) cables associated with panel BLP-082. Electrical testing procedures were conducted, including megger/insulation testing to check cable integrity and continuity testing to verify correct phasing and labeling. The findings indicated that circuits related to panels BLP-081 and BLP-082 needed relabeling. Additionally, improper hardware was identified and required replacement. The following corrective measures were taken: cables were tagged with their corresponding circuit numbers, hardware was replaced from galvanized to silicone bronze for the ground wires and stainless steel for the power cables as per specifications listed in the drawing schematics. Lastly, cables from both panels were re-terminated and re-torqued.
026	8/22/2024	Jose Regalado	QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-091 and BLP-092.	The work in CTO ACA-30 consisted of determinating 14 (600V/500 01C and 600V/1/0 1C-G) cables associated with panel BLP-091 and 23 (600V/8 3C W/GND and 600V/14 4C) cables associated with panel BLP-092 . Electrical testing procedures were conducted, including megger/insulation testing to check cable integrity and continuity testing to verify correct phasing and labeling. The findings revealed that circuits associated with panels BLP-091 and BLP-092 required relabeling, corrective measures were taken. Cables were tagged with their corresponding circuit numbers. Additionally, incorrect hardware type was identified according to drawing specifications, replacement was required.
027	8/23/2024	Jose Regalado	(Continued) QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-091 and BLP-092.	(Continued) Per yesterdays findings associated with panels BLP-091 and BLP-092 about incorrect harware finish being installed, we had to replace galvanized harware to silicone bronze for the ground wires and stainless steel for the power cables on both panels as per specifications listed in the drawing schematics. Lastly, cables from panels BLP-091 and BLP-092 were re-terminated and re-torqued.

028	8/24/2024	Jose Regalado	QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-061 and BLP-062.	The work in CTO ACA-20 consisted of determinating 24 (600V/ 500 1C and 600V/ 1/0 1C-G) cables associated with panel BLP-061 and 20 (600V/8 3C W/GND and 600V/14 4C) cables associated with panel BLP-062 . Electrical testing procedureswere conducted, including megger/insulation testing to check cable integrity and continuity testing to verify correct phasing and labeling. The findings revealed that circuits associated with panels BLP-061 and BLP-062 required relabeling, however circuit 6LVB-3E0261-01-B3 was left pending due failure to pass electrical testing procedures further direction is required. The remaining cables were tagged with their corresponding circuit numbers. Additionally, incorrect hardware type was identified according to drawing specifications, replacement was required.
029	8/26/2024	Jose Regalado	(Continued) QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-061 and BLP-062	(Continued) Per Saturday's findings associated with panels BLP-061 and BLP-062 about incorrect hardware finish being installed, we had to replace galvanized hardware to silicone bronze for the ground wires and stainless steel for the power cables on both panels as per specifications listed in the drawing schematics. Lastly, cables from panels BLP-061 and BLP-062 were re-terminated and re-torqued.
030	8/27/2024	Jose Regalado	QC walked down and verified circuits due to missing or incomplete documents from CW for panel BLP-052	The work in CTO ACA-20 consisted of determinating 600V/8 3C W/GND and 600V/14 4C cable types associated with panel BLP-052 . Electrical testing procedures wereconducted, including megger/insulation testing to check cable integrity and continuity testing to verify correct phasing and labeling. The findings revealed that circuits associated with panel BLP-052 required relabeling, corrective measures were taken. Cables were tagged with their corresponding circuit numbers. Additionally, incorrect hardware type was identified according to drawing specifications, replacement was required.
031	8/28/2024	Jose Regalado	(continued) QC walked down and verified circuits due to missing or incomplete documents from CW for panel BLP-052	(Continued) Per yesterdays findings associated with panels BLP-052 about incorrect hardware finish being installed, we had to replace galvanized hardware to silicone bronze for the ground wires and stainless steel for the power cables as per specifications listed in the drawing schematics. Lastly, cables from panel BLP-052 were re-terminated and re-torqued.

032	8/29/2024	Jose Regalado	QC walked down and verified circuits due to missing or incomplete documents from CW for panel BLP-051	The work in CTO ACA-20 consisted of determinating 600V/500 01C, 600V/1/0 1C-G, and 600V-500-03C-SH-W/GNDS cable types associated with panel BLP-051 .Electrical testing procedures were conducted, including megger/insulation testing to check cable integrity and continuity testing to verify correct phasing and labeling. The findings indicated that circuits related to panels BLP-051 needed relabeling. Additionally, improper hardware was identified and required replacement. The following corrective measures were taken: cables were tagged with their corresponding circuit numbers, hardware was replaced from galvanized to silicone bronze for the ground wires and stainless steel for the power cables as per specifications listed in the drawing schematics. Lastly, cables from panels were re-terminated and re-torqued.
033	8/30/2024	Jose Regalado	QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-041 and BLP-042	The work in CTO ACA-20 consisted of determinating 600V/ 12 4C, 600V/500 01C and 600V/1/0 1C-G cable types associated with panel BLP-041 and 600V/8 3C W/GND, 600V/14 4C and 600V-500-03C-SH-W/GNDS cables types associated with panel BLP-042 . Electrical testing procedures wereconducted, including megger/insulation testing to check cable integrity and continuity testing to verify correct phasing and labeling. The findings revealed that circuits associated with panels BLP-041 and BLP-042 required relabeling, corrective measures were taken. Cables were tagged with their corresponding circuit numbers. Additionally, incorrect hardware type was identified according to drawing specifications, replacement was required.
034	8/31/2024	Jose Regalado	(Continued) QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-041 and BLP-042.	(Continued) Per yesterdays findings associated with panels BLP-041 and BLP-042 about incorrect hardware finish being installed, we had to replace galvanized hardware to silicone bronze for the ground wires and stainless steel for the power cables on both panels as per specifications listed in the drawing schematics. Lastly, cables from only panel BLP-041 were re-terminated and re-torqued. Panel BLP-042 was left pending to complete.
035	9/2/2024	Jose Regalado	(Continued) QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-041 and BLP-042.	(Continued) Per Friday's findings associated with panels BLP-041 and BLP-042 about incorrect hardware finish being installed, we had to replace galvanized hardware to silicone bronze for the ground wires and stainless steel for the power cables on both panels as per specifications listed in the drawing schematics. Lastly, cables from panel pending completion (BLP-042) were re-terminated and re-torqued.

036	9/5/2024	Jose Regalado	QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-031 and BLP-032.	The work in CTO ACA-10 consisted of determinating 600V/ 12 4C, 600V/500 01C and 600V/1/0 1C-G cable types associated with panel BLP-031 and 600V/8 3C W/GND, 600V/14 4C and 600V-500-03C-SH-W/GNDS cables types associated with panel BLP-032 . Electrical testing procedures were conducted, including megger/insulation testing to check cable integrity and continuity testing to verify correct phasing and labeling. The findings revealed that circuits associated with panels BLP-031 and BLP-032 required relabeling, corrective measures were taken. Cables were tagged with their corresponding circuit numbers. Additionally, incorrect hardware type was identified according to drawing specifications, replacement was required.
037	9/6/2024	Jose Regalado	(Continued) QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-031 and BLP-032.	(Continued) Per yesterday's findings associated with panels BLP-031 and BLP-032 about incorrect hardware finish being installed, we had to replace galvanized hardware to silicone bronze for the ground wires and stainless steel for the power cables on both panels as per specifications listed in the drawing schematics. Lastly, cables from both panels were re-terminated and re-torqued.

The attached cost DOES NOT include all the required labor hours and material costs to complete the corrective work, as corrective work is ongoing. If Commonwealth Electric Company of the Midwest is in agreement with the terms detailed herein, please sign and return this Final Billing Package to Zachry to confirm acceptance.

Cost Summary

OTHER FACTORS	
Is the Work Elevated In the rack ? Y or N	Yes
Does the work require Scaffold ? Y or N	Yes
Does the work require Warehouse Support ? Y or N	Yes
Is the Rework in place (designed location) ? Y or N	Yes
Is Additional NDE Required ? Y or N	No
Is Turnover / Closeout Required (ITR) ? Y or N	Yes
Is additional Logistics Required ? Y or N	No
Is 3rd Party Sub Needed ? Y or N	Yes
Is there a delay due to Dewatering ? Y or N	No
Is LOTO required ? Y or N	Yes

3rd PARTY LABOR:

		Man Power	Hours	Rate	TOTAL
EWO-001 Removed roxblox and pull cables out					
Foreman		1	3	$ 84.40	$ 253.20
Journeyman Electrician		1	3	$ 78.51	$ 235.53
Journeyman Electrician Licensed		1	3	$ 78.51	$ 235.53
Foreman		1	5	$ 116.84	$ 584.20
Journeyman Electrician		1	5	$ 108.00	$ 540.00
Journeyman Electrician Licensed		1	5	$ 108.00	$ 540.00
EWO-002 Remove roxblox and pull out cables from MCC-116 section 8 and 9 to install floor plate.					
Foreman		1	0.25	$ 84.40	$ 21.10
Journeyman Electrician		1	1.5	$ 78.51	$ 117.77
Foreman		1	0.75	$ 116.84	$ 87.63
Journeyman Electrician		1	2.5	$ 108.00	$ 270.00
EWO-003 Determ feeders for MCC-117 to install floor plate.					
Journeyman Electrician		1	1.5	$ 78.51	$ 117.77
Helper/Apprentice		2	5	$ 56.72	$ 283.60
Instrument Technician		1	2	$ 84.40	$ 168.80
Journeyman Electrician		1	4.5	$ 108.00	$ 486.00
Helper/Apprentice		2	7	$ 76.22	$ 533.54
Instrument Technician		1	4.5	$ 116.84	$ 525.78
EWO-004 Determ feeders for MCC-116 main to					
Foreman		1	1	$ 84.40	$ 84.40
Journeyman Electrician		2	9.5	$ 78.51	$ 745.85
Helper/Apprentice		2	9.5	$ 56.72	$ 538.84
Foreman		1	2	$ 116.84	$ 233.68
Journeyman Electrician		2	14.5	$ 108.00	$ 1,566.00
Helper/Apprentice		2	14.5	$ 76.22	$ 1,105.19
EWO-005 Determ instrument and power cables, pull out cables to install floor plate MCC-116.					
Foreman		1	2.5	$ 84.40	$ 211.00
Journeyman Electrician		3	5	$ 78.51	$ 392.55
Journeyman Electrician Licensed		1	2	$ 78.51	$ 157.02
Foreman		1	4	$ 116.84	$ 467.36
Journeyman Electrician		3	7	$ 108.00	$ 756.00
Journeyman Electrician Licensed		1	4	$ 108.00	$ 432.00
EWO-008 Tail in, terminate, and test cables for MCC-117. Install roxblox and terminate GND cables.					
Foreman		1	4	$ 84.40	$ 337.60
Journeyman Electrician		3	11.5	$ 78.51	$ 902.87
Journeyman Electrician Licensed		1	4	$ 78.51	$ 314.04
Foreman		1	6.5	$ 116.84	$ 759.46
Journeyman Electrician		3	17.5	$ 108.00	$ 1,890.00
Journeyman Electrician Licensed		1	6	$ 108.00	$ 648.00
EWO-011 BOP missing plate under CFA-902. 18 circuits reworked.					
Foreman		1	1	$ 84.40	$ 84.40
Journeyman Electrician		2	8	$ 78.51	$ 628.08
Foreman		1	1.5	$ 116.84	$ 175.26

Journeyman Electrician		2	12	$ 108.00	$ 1,296.00
EWO-012 Re-work of 18 circuits at EFA-902 due to missing plate at BOP bottom					
Foreman		1	1	$ 84.40	$ 84.40
Journeyman Electrician		2	8	$ 78.51	$ 628.08
Foreman		1	1.5	$ 116.84	$ 175.26
Journeyman Electrician		2	12	$ 108.00	$ 1,296.00
EWO-018 Verification of phasing on primary side of (XFMR) transformers (15KV) due to missing documents from CW.					
Helper/Apprentice		4	19	$ 56.72	$ 1,077.68
Journeyman Electrician		4	19	$ 78.51	$ 1,491.69
Journeyman Electrician Licensed		1	4	$ 78.51	$ 314.04
Helper/Apprentice		4	29	$ 76.22	$ 2,210.38
Journeyman Electrician		4	30.5	$ 108.00	$ 3,294.00
Journeyman Electrician Licensed		1	8	$ 108.00	$ 864.00
EWO-020 Admin CR Room under floor correct (3) 12 count fibers in cable tray from Duct bank to CFA901.					
Helper/Apprentice		1	1	$ 56.72	$ 56.72
Journeyman Electrician		2	2	$ 78.51	$ 157.02
Journeyman Electrician Licensed		1	1	$ 78.51	$ 78.51
EWO-021 Remove and replace #750 lugs damaged by CW on 0LVB-011B Switchgear, section 10C in PDC-3.					
Helper/Apprentice-Fire Watch		1	5	$ 56.72	$ 283.60
Journeyman Electrician		2	10	$ 78.51	$ 785.10
Welder		1	5	$ 78.51	$ 392.55
Foreman		1	1	$ 84.40	$ 84.40
Helper/Apprentice-Fire Watch		1	7	$ 76.22	$ 533.54
Journeyman Electrician		2	14	$ 108.00	$ 1,512.00
Welder		1	7	$ 108.00	$ 756.00
Foreman		1	2	$ 116.84	$ 233.68
EWO-022 Replace the bus bar in the 0CNA breaker for both 0LVB-011A and 0LVB-011B switchgear in PDC-3.					
Foreman		1	0.5	$ 84.40	$ 42.20
Journeyman Electrician		2	6.5	$ 78.51	$ 510.32
Foreman		1	1.5	$ 116.84	$ 175.26
Journeyman Electrician		2	9.5	$ 108.00	$ 1,026.00
EWO-023 Replace mix match hardware for 0CNA-3E0101 in 0LVB-011B that were initially installed by CW					
Foreman		1	0.5	$ 84.40	$ 42.20
Journeyman Electrician		2	9	$ 78.51	$ 706.59
Foreman		1	1.5	$ 116.84	$ 175.26
Journeyman Electrician		2	14	$ 108.00	$ 1,512.00
EWO-024 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-071 and BLP-072.					
Foreman		3	15	$ 84.40	$ 1,266.00
Journeyman Electrician		13	60.5	$ 78.51	$ 4,749.86
Helper/Apprentice		1	10	$ 56.72	$ 567.20
Foreman		3	23	$ 116.84	$ 2,687.32
Journeyman Electrician		13	90	$ 108.00	$ 9,720.00
Helper/Apprentice		1	14	$ 76.22	$ 1,067.08
EWO-025 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-081 and BLP-082					
Foreman		3	13.5	$ 84.40	$ 1,139.40
Journeyman Electrician		14	67	$ 78.51	$ 5,260.17
Foreman		3	20.5	$ 116.84	$ 2,395.22
Journeyman Electrician		14	101	$ 108.00	$ 10,908.00
EWO-026 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-091 and BLP-092					
Foreman		1	2	$ 84.40	$ 168.80
Journeyman Electrician		6	28	$ 78.51	$ 2,198.28
Helper/Apprentice		1	5	$ 56.72	$ 283.60
Foreman		1	4	$ 116.84	$ 467.36
Journeyman Electrician		6	42	$ 108.00	$ 4,536.00
Helper/Apprentice		1	7	$ 76.22	$ 533.54
EWO-027 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-091 BLP-09					
Foreman		1	5.5	$ 84.40	$ 464.20

Journeyman Electrician		7	31.5	$ 78.51	$ 2,473.07
Helper/Apprentice		2	9.5	$ 56.72	$ 538.84
Foreman		1	7.5	$ 116.84	$ 876.30
Journeyman Electrician		7	49.5	$ 108.00	$ 5,346.00
Helper/Apprentice		2	14.5	$ 76.22	$ 1,105.19
EWO-028 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-061 and BLP-06					
Foreman		1	5	$ 84.40	$ 422.00
Journeyman Electrician		4	16	$ 78.51	$ 1,256.16
Helper/Apprentice		2	8	$ 56.72	$ 453.76
Foreman		1	6	$ 116.84	$ 701.04
Journeyman Electrician		4	24	$ 108.00	$ 2,592.00
Helper/Apprentice		2	12	$ 76.22	$ 914.64
EWO-029 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-61 and BLP-62					
Foreman		1	5.5	$ 84.40	$ 464.20
Journeyman Electrician		7	33.5	$ 78.51	$ 2,630.09
Helper/Apprentice		1	5	$ 56.72	$ 283.60
Foreman		1	7.5	$ 116.84	$ 876.30
Journeyman Electrician		7	50.5	$ 108.00	$ 5,454.00
Helper/Apprentice		1	7	$ 76.22	$ 533.54
EWO-030 QC walked down and verified circuits due to missing or incomplete documents from CW for panel BLP-052.					
Foreman		1	5.5	$ 84.40	$ 464.20
Journeyman Electrician		7	33.5	$ 78.51	$ 2,630.09
Helper/Apprentice		1	5	$ 56.72	$ 283.60
Foreman		1	7.5	$ 116.84	$ 876.30
Journeyman Electrician		7	50.5	$ 108.00	$ 5,454.00
Helper/Apprentice		1	7	$ 76.22	$ 533.54
EWO-031 QC walked down and verified circuits due to missing or incomplete documents from CW for panel BLP-052					
Foreman		1	5.5	$ 84.40	$ 464.20
Journeyman Electrician		7	29	$ 78.51	$ 2,276.79
Helper/Apprentice		1	2	$ 56.72	$ 113.44
Foreman		1	7.5	$ 116.84	$ 876.30
Journeyman Electrician		7	44	$ 108.00	$ 4,752.00
Helper/Apprentice		1	3	$ 76.22	$ 228.66
EWO-032 QC walked down and verified circuits due to missing or incomplete documents from CW for panel BLP-051					
Foreman		1	6.5	$ 84.40	$ 548.60
Journeyman Electrician		6	33.5	$ 78.51	$ 2,630.09
Foreman		1	8.5	$ 116.84	$ 993.14
Journeyman Electrician		6	50.5	$ 108.00	$ 5,454.00
EWO-033 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-041 and BLP-042					
Foreman		1	6	$ 84.40	$ 506.40
Journeyman Electrician		6	30	$ 78.51	$ 2,355.30
Foreman		1	8.5	$ 116.84	$ 993.14
Journeyman Electrician		6	48	$ 108.00	$ 5,184.00
EWO-034 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-041 and BLP-042					
Foreman		1	1.5	$ 84.40	$ 126.60
Journeyman Electrician		6	20	$ 78.51	$ 1,570.20
Foreman		1	2.5	$ 116.84	$ 292.10
Journeyman Electrician		6	30	$ 108.00	$ 3,240.00
EWO-035 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-041 and BLP-042					
Foreman		1	2	$ 84.40	$ 168.80
Journeyman Electrician		6	14.5	$ 78.51	$ 1,138.40
Helper/Apprentice		1	2.5	$ 56.72	$ 141.80
Foreman		1	3	$ 116.84	$ 350.52

Journeyman Electrician		6	21.5	$ 108.00	$ 2,322.00
Helper/Apprentice		1	3.5	$ 76.22	$ 266.77
EWO-036 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-031 and BLP-032					
Foreman		1	1.5	$ 84.40	$ 126.60
Journeyman Electrician		5	25	$ 78.51	$ 1,962.75
Helper/Apprentice		1	6	$ 56.72	$ 340.32
Foreman		1	2.5	$ 116.84	$ 292.10
Journeyman Electrician		5	37	$ 108.00	$ 3,996.00
Helper/Apprentice		1	8	$ 76.22	$ 609.76
EWO-037 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-031 and BLP-032					
Foreman		1	2	$ 84.40	$ 168.80
Journeyman Electrician		5	27	$ 78.51	$ 2,119.77
Foreman		1	3	$ 116.84	$ 350.52
Journeyman Electrician		5	41	$ 108.00	$ 4,428.00
Project Controls, Quality Control, and safety Support / Assembly Documentation					
Safety Facilitator/Technician		4	125	$ 84.40	$ 10,550.00
Quality Inspector		1	31	$ 78.51	$ 2,433.81
Project Control/Scheduler		1	31	$ 84.40	$ 2,616.40
Safety Facilitator/Technician		4	187	$ 127.50	$ 23,842.50
Quality Inspector		1	47	$ 126.60	$ 5,950.20
Project Control/Scheduler		1	47	$ 217.50	$ 10,222.50
Dedicated crew to inspect work performed by Commonwealth to					
Foreman		1	19	$ 84.40	$ 1,603.60
Journeyman Electrician		1	168.5	$ 78.51	$ 13,228.94
Foreman		1	28	$ 116.84	$ 3,271.52
Journeyman Electrician		1	252.5	$ 108.00	$ 27,270.00
SUBTOTAL LABOR			**2,813.00**		**$ 277,176.30**

3RD PARTY TECHNICAL AND FIELD SERVICES

Description	TOTAL
Technical and Engineering Support (40% of Labor)	$ 110,870.52
Field Construction Support (40%)	$ 110,870.52
SUBTOTAL 3RD PARTY TECHNICAL AND FIELD SERVICES	**$ 221,741.04**

3RD PARTY CONSTRUCTION MATERIAL

Material	QTY	UOM	Rate	TOTAL
Electrical material and construction consumables			$ 22,174.10	$ 22,174.10
SUBTOTAL 3RD PARTY CONSTRUCTION MATERIAL				**$ 22,174.10**

MARKUP

Markup on 3rd Party Construction Material (10%)	$ 2,217.41

TOTAL	**$ 523,308.85**

EXHIBIT 2

BCN-00163

FINAL BILLING PACKAGE

Project Name – Standing Bear Lake Station (SBLS) Project **Date: 10/10/2024**

Extra Work Notification

To: Commonwealth Electric Company of the Midwest	**Doc Control No.:** BCN - 00163
Address: 3910 South Street, Lincoln, NE 68506	**Agreement / PO No.:** 115001-605028
	Cost Code No.:
Attn:	
Email:	**Document No.:** Multiple EWO

Zachry is hereby providing a notice of back charge pursuant of the purchase agreement between Zachry and Commonwealth Electric Company of the Midwest. Zachry is providing notice for the corrective work described below in accordance with the contract specifications. Commonwealth Electric Company of the Midwest shall sign and return acknowledging receipt of this Final Billing Package within 2 business days. Commonwealth Electric Company of the Midwest will be back-charged for the corrective work in accordance with the agreement. In addition, schedule impacts to Zachry may apply.

Description of Corrective Work & Location:

Description: Upon inspection, several problems were identified with the work carried out by Commonwealth Electric. These included the absence of floor plates in multiple areas, resulting in the need to remove and reinstall cables in accordance with site requirements. Additionally, various cables were found to be damaged, and there were issues with the formation of cables on the trays and panels. Furthermore, installations were found to be lacking Roxblox.

Corrective Action: To minimize the impact on the construction schedule, ZII direct labor and subcontractor's ISC promptly addressed the identified issues by phoning, re-terminating, testing affected cables, and installing necessary missing components like floor plates and Roxblox. For a detailed breakdown of activities, please refer to Table 1.

Continue in Page 2….

Total Estimated Extra Work Cost: **$ 149,344.61**

Zachry – Project Control Manager	**Commonwealth Electric Company of the Midwest**
Print Name	Print Name
Signature	Signature
Date	Date

Return To:
Hunter Edmondson – Project Controls Manager
6633 N 120th Street
Omaha, NE 68184
210-844-7290

CC:
Lyle Fouts – EPC Project Manager
Gil Craft – Construction Project Manager
Karen Latham – Cost Manager
Theresa Hanes – Business Manager
Travis Goodrich – Project Engineer
Michelle Stewart – Procurement Project Manager
Staci Tijerina – Accounts Payable Supervisor

Table 1

EWO Number	EWO Date	Foreman	Description of Work	Field Comments
38	2024-09-10	Jose Regalado	QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-021 and BLP-022.	The work in CTO ACA-10 consisted of determinating 600V/ 12 4C, 600V/500 01C and 600V/1/0 1C-G cable types associated with panel BLP-021 and 600V/8 3CW/GND, 600V/14 4C and 600V-500-03C-SH-W/GNDS cables types associated with panel BLP-022 . Electrical testing procedures were conducted, including megger/insulation testing to check cable integrity and continuity testing to verify correct phasing and labeling. The findings revealed that circuits associated with panels BLP-021 and BLP-022 required relabeling, corrrective measures were taken. Cables were tagged with their corresponding circuit numbers. Additionally, incorrect hardware type was identified according to drawing specifications, replacement was required.
39	2024-09-11	Jose Regalado	QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-021 and BLP-022.	(Continued) Per yesterday's findings associated with panels BLP-021 and BLP-022 about incorrect hardware finish being installed, we had to replace galvanized hardware to silicone bronze for the ground wires and stainless steel for the power cables on both panels as per specifications listed in the drawing schematics. Lastly, cables from both panels were re-terminated and re-torqued.
40	2024-09-13	Jose Regalado	QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-011 and BLP-012.	The work in CTO ACA-10 consisted of determinating 600V/ 12 4C, 600V/500 01C and 600V/1/0 1C-G cable types associated with panel BLP-011 and 600V/8 3C W/GND, 600V/14 4C and 600V-500-03C-SH-W/GNDS cables types associated with panel BLP-012 . Electrical testing procedures were conducted, including megger/insulation testing to check cable integrity and continuity testing to verify correct phasing and labeling. The findings revealed that circuits associated with panels BLP-011 and BLP-012 required relabeling, however circuit 1LVB- 3E0211-01-C3 was left pending due failure to pass electrical testing procedures further direction is required. The remaining cables were tagged with their corresponding circuit numbers. Additionally, incorrect hardware type was identified according to drawing specifications, replacement was required.
41	2024-09-16	Jose Regalado	QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-011 and BLP-012.	(Continued) Per Friday's findings associated with panels BLP-011 and BLP-012 about incorrect hardware finish being installed, we had to replace galvanized hardware to silicone bronze for the ground wires and stainless steel for the power cables on both panels as per specifications listed in the drawing schematics. Lastly, cables from both panels were re-terminated and re-torqued. However we discovered circuit that 1LVB-3E0211-01-01 could not be terminated, because it was to short and did not reach its final destination. A change in route was attempted but cable still failed to reach its final destination, it was determined that this circuit would required to be repulled.

42	2024-09-16	Criag Hazlett	CW rework due to the findings of circuit discrepancies found by Zachry's engineer and ISC's fiber superintendent.	Upon preparing for the termination of 0CMA-102-CAB in the admin building, associates identified several discrepancies: circuits were either unlabeled or labeled incorrectly. Before continuing work in cabinet 0CMA-102- CAB,electrical testing procedures were conducted to accurately identify cables and relabeled them with their correct circuit numbers. Additionally, associates verified routes at both ends to ensure cables were landed to the appropriate equipment. Once this was completed, associates redressed the cables. A total of 23 cables were marked as complete.
43	2024-09-17	Jose Regalado	CW rework due to discrepancies found within panels BLP-092, BLP-082, BLP-072 by Zachry's QC during final walkdown.	Upon final walkdown with Zachry's QC (Jaime Salinas) it was discovered that the flex pertaining to fin fan motors associated with panels BLP- 092, BLP-082 and BLP-072 was improperly installed, flex connectors were no secured correctly, flex installation was poor and not up to standard. Corrective measures were required, we began by removing fin fan flooring covers, tightened flex connectors as needed, fixed poorly installed flex, and lastly flooring was put back in place and rebolted.
44	2024-09-17	Craig Hazlett	CW rework due to the findings of circuit discrepancies found by Zachry's engineer and ISC's fiber superintendent.	Work continued in cabinet 0CMA-102-CAB located in the admin building, identifying discrepancies relating to circuits being either unlabeled or labeled incorrectly. Before continuing any progressive work in cabinet 0CMA-102- CAB, electrical testing procedures were conducted to accurately identify cables and relabeled them with their correct circuit numbers. Additionally, associates verified routes at both ends to ensure cables were landed to the appropriate equipment. Once this was completed, associates redressed the cables. A total of 38 cables were marked as complete.
45	2024-09-18	Jose Regalado	CW rework due to discrepancies found within panels BLP-042, BLP-052, BLP-062 by Zachry's QC during final walkdown.	Upon final walkdown with Zachry's QC (Jaime Salinas) it was discovered that the flex pertaining to fin fan motors associated with panels BLP- 042, BLP-052 and BLP-062 was improperly installed, flex connectors were not secured correctly, flex installation was poor and not up to standard. Corrective measures were required, we began by removing fin fan flooring covers, tightened flex connectors as needed, fixed poorly installed flex, and lastly flooring was put back in place and rebolted.
46	2024-09-18	Craig Hazlett	CW rework due to the findings of circuit discrepancies found by Zachry's engineer and ISC's fiber superintendent.	Work continued in cabinet 0CMA-102-CAB located in the admin building, identifying discrepancies relating to circuits being either unlabeled or labeled incorrectly. We also worked on a few circuits pertaining to cabinet 0CMA-101-CAB. Before continuing any progressive work in cabinet 0CMA-102-CAB, electrical testing procedures were conducted to accurately identify cables and relabeled them with their correct circuit numbers. Additionally, associates verified routes at both ends to ensure cables were landed to the appropriate equipment. Once this was completed, associates redressed the remaining cables. A total of 31 cables were marked as complete.

The attached cost DOES NOT include all the required labor hours and material costs to complete the corrective work, as corrective work is ongoing. If Commonwealth Electric Company of the Midwest is in agreement with the terms detailed herein, please sign and return this Final Billing Package to Zachry to confirm acceptance.

Cost Summary

OTHER FACTORS	
Is the Work Elevated In the rack ? Y or N	Yes
Does the work require Scaffold ? Y or N	No
Does the work require Warehouse Support ? Y or N	Yes
Is the Rework in place (designed location) ? Y or N	Yes
Is Additional NDE Required ? Y or N	No
Is Turnover / Closeout Required (ITR) ? Y or N	Yes
Is additional Logistics Required ? Y or N	No
Is 3rd Party Sub Needed ? Y or N	Yes
Is there a delay due to Dewatering ? Y or N	No
Is LOTO required ? Y or N	Yes

LABOR:

		Man Power	Hours	Rate	TOTAL
EWO-038 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-021 and BLP-022.					
Foreman		1	3.5	$ 84.40	$ 295.40
Journeyman Electrician		4	21	$ 78.51	$ 1,648.71
Foreman		1	4.5	$ 116.84	$ 525.78
Journeyman Electrician		4	31	$ 108.00	$ 3,348.00
EWO-039 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-021 and BLP-022.					
Foreman		1	1.5	$ 84.40	$ 126.60
Journeyman Electrician		6	26.5	$ 78.51	$ 2,080.52
Foreman		1	2.5	$ 116.84	$ 292.10
Journeyman Electrician		6	39.5	$ 108.00	$ 4,266.00
EWO-040 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-011 and BLP-012.					
Foreman		1	6	$ 84.40	$ 506.40
Journeyman Electrician		4	21	$ 78.51	$ 1,648.71
Helper/Apprentice		1	5.5	$ 56.72	$ 311.96
Foreman		1	9	$ 116.84	$ 1,051.56
Journeyman Electrician		4	31	$ 108.00	$ 3,348.00
Helper/Apprentice		1	8.5	$ 76.22	$ 647.87
EWO-041 QC walked down and verified circuits due to missing or incomplete documents from CW for panels BLP-011 and BLP-012.					
Journeyman Electrician		4	22.5	$ 78.51	$ 1,766.48
Helper/Apprentice		1	5.5	$ 56.72	$ 311.96
Journeyman Electrician		4	33.5	$ 108.00	$ 3,618.00
Helper/Apprentice		1	8.5	$ 76.22	$ 647.87
EWO-042 CW rework due to the findings of circuit discrepancies found by Zachry's engineer and ISC's fiber superintendent					
Foreman		1	2	$ 84.40	$ 168.80
Journeyman Electrician		2	8	$ 78.51	$ 628.08
Foreman		1	3	$ 116.84	$ 350.52
Journeyman Electrician		2	12	$ 108.00	$ 1,296.00
EWO-043 CW rework due to discrepancies found within panels BLP-092, BLP-082, BLP-072 by Zachry's QC during final walkdown.					
Journeyman Electrician		6	31	$ 78.51	$ 2,433.81
Helper/Apprentice		1	5.5	$ 56.72	$ 311.96
Journeyman Electrician		6	46.5	$ 108.00	$ 5,022.00
Helper/Apprentice		1	8.5	$ 76.22	$ 647.87
EWO-044 CW rework due to the findings of circuit discrepancies found by Zachry's engineer and ISC's fiber superintendent					
Foreman		1	3.5	$ 84.40	$ 295.40
Journeyman Electrician		2	11	$ 78.51	$ 863.61
Foreman		1	4.5	$ 116.84	$ 525.78
Journeyman Electrician		2	17	$ 108.00	$ 1,836.00
EWO-045 CW rework due to discrepancies found within panels BLP-042, BLP-052, BLP-062 by Zachry's QC during final walkdown					
Journeyman Electrician		4	21	$ 78.51	$ 1,648.71
Helper/Apprentice		1	5.5	$ 56.72	$ 311.96
Journeyman Electrician		4	32	$ 108.00	$ 3,456.00
Helper/Apprentice		1	8.5	$ 76.22	$ 647.87
EWO-046 CW rework due to the findings of circuit discrepancies found by Zachry's engineer and ISC's fiber superintendent					
Foreman		1	4	$ 84.40	$ 337.60

Journeyman Electrician		2	8	$ 78.51	$ 628.08
Journeyman Electrician Licensed		1	4	$ 78.51	$ 314.04
Foreman		1	5	$ 116.84	$ 584.20
Journeyman Electrician		2	10	$ 108.00	$ 1,080.00
Journeyman Electrician Licensed		1	5	$ 108.00	$ 540.00
Project Controls, Quality Control, and safety Support / Assembly Documentation					
Safety Facilitator/Technician		4	35	$ 84.40	$ 2,954.00
Quality Inspector		1	9	$ 78.51	$ 706.59
Project Control/Scheduler		1	9	$ 84.40	$ 759.60
Safety Facilitator/Technician		4	53	$ 127.50	$ 6,757.50
Quality Inspector		1	14	$ 126.60	$ 1,772.40
Project Control/Scheduler		1	13	$ 217.50	$ 2,827.50
Dedicated crew to inspect work performed by Commonwealth to					
Foreman		1	8	$ 84.40	$ 675.20
Journeyman Electrician		1	45	$ 78.51	$ 3,532.95
Foreman		1	12	$ 116.84	$ 1,402.08
Journeyman Electrician		1	68	$ 108.00	$ 7,344.00
SUBTOTAL LABOR			**802.50**		**$ 79,102.02**

TECHNICAL AND ADMINISTRATIVE SERVICES

Description	TOTAL
Technical and Engineering Support (40% of Labor)	$ 31,640.81
Field Construction Support (40%)	$ 31,640.81
SUBTOTAL TECHNICAL AND ADMINISTRATIVE SERVICES	**$ 63,281.62**

CONSTRUCTION MATERIAL

Material	QTY	UOM	Rate	TOTAL
Electrical material and construction consumables			$ 6,328.16	$ 6,328.16
SUBTOTAL CONSTRUCTION MATERIAL				**$ 6,328.16**

MARKUP

Markup on Construction Material (10%)	$ 632.82

TOTAL	**$ 149,344.61**

EXHIBIT 3

BCN-00164

FINAL BILLING PACKAGE

Project Name – Standing Bear Lake Station (SBLS) Project **Date: 10/31/2024**

Extra Work Notification

To: Commonwealth Electric Company of the Midwest	**Doc Control No.:** BCN - 00164
Address: 3910 South Street, Lincoln, NE 68506	**Agreement / PO No.:** 115001-605028
	Cost Code No.:
Attn:	
Email:	**Document No.:** Multiple EWO

Zachry is hereby providing a notice of back charge pursuant of the purchase agreement between Zachry and Commonwealth Electric Company of the Midwest. Zachry is providing notice for the corrective work described below in accordance with the contract specifications. Commonwealth Electric Company of the Midwest shall sign and return acknowledging receipt of this Final Billing Package within 2 business days. Commonwealth Electric Company of the Midwest will be back-charged for the corrective work in accordance with the agreement. In addition, schedule impacts to Zachry may apply.

Description of Corrective Work & Location:

Description: Upon inspection, several problems were identified with the work carried out by Commonwealth Electric. These included the absence of floor plates in multiple areas, resulting in the need to remove and reinstall cables in accordance with site requirements. Additionally, various cables were found to be damaged, and there were issues with the formation of cables on the trays and panels, as well as multiple discrepancies in various panels upon final testing procedures.

Corrective Action: To minimize the impact on the construction schedule, ZII direct labor and subcontractor's ISC promptly addressed the identified issues by phoning, re-terminating, testing affected cables, and installing necessary missing components. For a detailed breakdown of activities, please refer to Table 1.

Continue in Page 2….

Total Estimated Extra Work Cost: **$ 228,332.87**

Zachry – Project Control Manager	**Commonwealth Electric Company of the Midwest**
Print Name	Print Name
Signature	Signature
Date	Date

Return To:
Hunter Edmondson – Project Controls Manager
6633 N 120th Street
Omaha, NE 68184
210-844-7290

CC:
Lyle Fouts – EPC Project Manager
Gil Craft – Construction Project Manager
Karen Latham – Cost Manager
Theresa Hanes – Business Manager
Travis Goodrich – Project Engineer
Michelle Stewart – Procurement Project Manager
Staci Tijerina – Accounts Payable Supervisor

Table 1

EWO Number	EWO Date	Foreman	Description of Work	Field Comments
47	10/2/2024	Craig Hazlett	CW rework due to discrepancies found upon final testing procedures conducted for turn over.	Associates were tasked with completing work on OCMA-102-CAB in the IT room of the Admin building. This included dressing CAT6 cables, routing them into cabinet OCMA-102-CAB, installing the appropriate jacks, and terminating the connections. However, final testing revealed multiple circuit failures caused by incorrectly terminated jacks on the opposite end, completed by Commonwealth. Consequently, we had to replace the jacks and pull slack from each circuit to strip and re-terminate the cables.
48	10/7/2024	Jose Regalado	CW rework due to discrepancies found within panels BLP-012, BLP-022, BLP-032 by Zachry's QC during final walkdown.	Upon final walkdown with Zachry's QC (Jaime Salinas) it was discovered that the flex pertaining to fin fan motors associated with panels BLP- 012, BLP-022 and BLP-032 was improperly installed, flex connectors were not secured correctly, flex installation was poor and not up to standard. Corrective measures were required, we began by removing fin fan flooring covers, tightened flex connectors as needed, fixed poorly installed flex, and lastly flooring was put back in place and rebolted.
49	10/7/2024	Craig Hazlett	Cw rework due to incorrect installations found associated with cabinet 0CMA-001-CAB.	During a checklist walkdown in the Admin building, it was found that the circuits in the control room for cabinet 0CMA-001-CAB had jacks and plugs installed incorrectly. According to drawing specification ZE114485-CMA-CSC0-0002-01, red jacks were required; however, black plugs were installed for circuits 0CMA-1C0002-01-131 through 0CMA-1C0002-01-152. Associates began corrective measures by removing the black plugs, restripping the Cat6 wire, installing the red jacks as specified, and performed standard testing procedures. Lastly, any lables requiring to be updated due to missing information were replaced. A total of 14 circuits were completed, the remaining circuits pending will be finished once the additional jacks are received.
50	10/8/2024	Jose Regalado	(Continued) CW rework due to discrepancies found within panels BLP-012, BLP-022, BLP-032 by Zachry's QC during final walkdown.	Per yesterday's findings, work continued in the fin fan motors associated with panels BLP- 012, BLP-022 and BLP-032 due to the finidings discovered reguarding the flex installations. Associates continued to through each fin fan motor, removing fin fan flooring covers, tightening flex connectors as needed, fixing poorly installed flex, and lastly rebolting flooring back in place.

51	10/8/2024	Craig Hazlett/ Jesus Cantu	CW rework due to discrepancies found on circuit 0PCA-5C0001-01-12.	During a checklist walkdown performed by ISC Fiber Superintendent in the Admin building it was discovered that, circuit 0PCA-5C0001-01-12 had been pulled with a fiber divider as opposed to the corrugated split innerduct used to segregate and protect the fiber optice cable from possible obstructions through ductbanks, cable tray, and other pathways. In addition, the fiber optic cable was found with no additional slack was available on either end, creating an issue for future reconfigurations. Thus said, a proposal was submitted describing a solution for issues regarding the insufficent amount of slack, that was later approved though a field memo, ZE-FMEM-0003331. Associates began corrective measures by pulling back slack from BOP PDC into PDC#1 ensuring that the IT room to PDC #1 had the slack required. Next, the end from Admin IT room to BOP was cut, the old cable was pulled back and replaced with a new cable to accommodate for the extra slack required. Lastly, both ends that met in the IT room were fusion spliced and tested. Through out the execution of this proccess associates installed existing innerduct on cable within the duct banks, under PDC'S, and added additional 40 feet of innerduct in the Admin IT room.
52	10/9/2024	Craig Hazlett	(Continued) Cw rework due to incorrect installations found associated with cabinet 0CMA-001-CAB.	(Continued) Per findings discovered on 10/7, associated with cabinet 0CMA-001-CAB regarding incorrect installation of jacks and plugs. Associates continued working on the remaining cables, removing the black plugs, restripping the Cat 6 wire, installing the red jacks as specified, performing standard testing procedures and relabeling cables that were missing information.
53	10/10/2024	Jesus Cantu	CW rework due consistent electrical testing failures regarding a set of cables pertaining to VDR's	Associates were instructed to repull a set of wires previously pulled by Commonwealth (1LVB-3E0211-01-A3, 1LVB-3E0211-01-B3, 1LVB-3E0211-01-C3, and 1LVB-3E0211-01-G3) related to VDRs that were found damaged within the ductbanks. This issue was initially identified when one of the phases (1LVB-3E0211-01-C3) failed to pass electrical testing procedures. Thus said, associates ensured the new set of wires was repulled, resressed and organized within duct banks as needed. Lastly electrical testing procedures were reconducted and prepped for terminations.

54	9/25/2024	Craig Guilbeau	CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.	A team of associates was assigned to complete outstanding work in the radiator area and to verify that previous work done by Commonwealth met the specified standards. Upon inspection, a total of 174 light fixtures were discovered with the following discrepancies, the splicing of the light fixtures was incorrect; all fixtures were wired together instead of alternating between being controlled by a switch and remaining continuously on. Additionally, the wires were not labeled for easy identification. The drains installed in conduits to prevent water accumulation were also improperly installed, with some drains placed directly underneath of the light fixtures. Water was found in multiple splice points within the conduit fittings putting the integrity of the wire at risk.The cables associated with homeruns required to power each circuit was not completed, along with their corresponding conduit. Furthermore, some switches for the fixtures were missing, while others were incorrectly positioned. Associates were instructed begin by addressing the light fixtures on circuit 9 for panel 0LVB-103-LPL in Engine Hall 3. Next, they opened each conduit fitting to clear out any accumulated debris. A series of tests were conducted to identify fixtures that did not meet the specifications outlined in the drawings. After resplicing and completing the circuit, the conduit fittings were secured, marking circuit 9 as complete. At this time the issues regarding drains was left pending, further direction is required.
55	9/26/2024	Craig Guilbeau	CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.	Following yesterday's findings, work continued on the light fixtures in the radiator area associated with panel 0LVB-103-LPL in Engine Hall 3. Associates focused on circuit 9, opening each conduit fitting to clear out accumulated debris. They performed a series of tests to properly identify the wiring for fixtures that did not meet the specifications outlined in the drawings. Wires were respliced as necessary, and once completed, the conduit fittings were resecured. At this time the issues regaurding drains was left pending, further direction is required.
56	9/27/2024	Craig Guilbeau	CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.	Following findings discovered on 9/25, work continued on the light fixtures in the radiator area associated with panel 0LVB-103-LPL in Engine Hall 3. Associates focused on circuit 11, opening each conduit fitting to clear out accumulated debris. They performed a series of tests to properly identify the wiring for fixtures that did not meet the specifications outlined in the drawings. Wires were respliced as necessary, and once completed, the conduit fittings were resecured. Lastly, associates worked on installing the unfinished conduit designated for homeruns pertaining to panel 0LVB-103-LPL. At this time the issues regaurding drains was left pending, further direction is required.
57	9/28/2024	Craig Guilbeau	CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.	Following findings discovered on 9/25, work continued on the light fixtures in the radiator area associated with panel 0LVB-103-LPL in Engine Hall 3. Associates focused on circuit 10, opening each conduit fitting to clear out accumulated debris. They performed a series of tests to properly identify the wiring for fixtures that did not meet the specifications outlined in the drawings. Wires were respliced as necessary, and once completed, the conduit fittings were resecured. At this time the issues regaurding drains was left pending, further direction is required.

58	9/29/2024	Craig Guilbeau	CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.	Following findings discovered on 9/25, work continued on the light fixtures in the radiator area associated with panel 0LVB-102-LPL in Engine Hall 2. Associates focused on circuit 8, opening each conduit fitting to clear out accumulated debris. They performed a series of tests to properly identify the wiring for fixtures that did not meet the specifications outlined in the drawings. Wires were respliced as necessary, and once completed, the conduit fittings were resecured. At this time the issues regaurding drains was left pending, further direction is required.
59	9/30/2024	Craig Guilbeau	CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.	Following the findings on 9/25, work on the light fixtures in the radiator area associated with panel 0LVB-102-LPL in Engine Hall 2. While addressing circuit 9, associates encountered further issues that delayed completion. The wiring associated with the switches and light fixtures was not labeled, and they shared the same conduit. Additionally, the switch for circuit 9 was missing, but another switch was found in a different location. An RFI was submitted and approved to use the existing switch, requiring a rerouting of the wires associated with the switches. Associates then opened each conduit fitting to remove debris and conducted tests to identify the wiring for fixtures that did not meet the specifications outlined in the drawings. They isolated the wires associated with the switches, relocated them to accommodate the switch changes noted on the RFI, and respliced as necessary. Finally, the conduit fittings were resecured.
60	10/1/2024	Craig Guilbeau	CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.	(Continued) Associates continued working on the light fixtures in the radiator area associated with panel 0LVB-102-LPL circuit 9 in Engine Hall 2. Opening each conduit fitting to remove any accumulated debris and conducted tests to identify the wiring for fixtures that did not meet the specifications outlined in the drawings. They isolated the wires associated with the switches, relocated them to accommodate the switch changes noted on the RFI, and respliced as necessary. Finally, the conduit fittings were resecured.
61	10/2/2024	Craig Guilbeau	CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.	Following findings discovered on 9/25, work continued on the light fixtures in the radiator area associated with panel 0LVB-101-LPL in Engine Hall 1. Associates focused on circuit 8, opening each conduit fitting to clear out accumulated debris. They performed a series of tests to properly identify the wiring for fixtures that did not meet the specifications outlined in the drawings. Wires were respliced as necessary, and once completed, the conduit fittings were resecured. At this time the issues regaurding the drains was left pending, further direction is required.
62	10/3/2024	Craig Guilbeau	CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.	Following findings discovered on 9/25, work continued on the light fixtures in the radiator area associated with panel 0LVB-101-LPL in Engine Hall 1. Associates focused on circuit 9, opening each conduit fitting to clear out accumulated debris. They performed a series of tests to properly identify the wiring for fixtures that did not meet the specifications outlined in the drawings. Wires were respliced as necessary, and once completed, the conduit fittings were resecured. Lastly, associates worked on installing the unfinished conduit designated for homeruns pertaining to panel 0LVB-101-LPL. At this time the issues regaurding the drains was left pending, further direction is required.

63	10/4/2024	Craig Guilbeau	CW rework due to discrepancies found in CTO: LCC-01 pertaining to receptacles.	As previously mentioned on 9/25, a team of associates was assigned to complete outstanding work in the radiator area and verify that previous work done by Commonwealth met specified standards. After completing work regarding discrepancies found all light fixtures and switches, associates moved on to the GFCI receptacles associated with panel 0LVA-15-LPL at total of 15 were discovered. They began by inspecting all receptacles, ensuring that all receptacles were installed per the drawings. Each receptacle was then opened to ensure proper wire connections and secure tightening before closing them up again for testing. All receptacles passed except for 0LVA-015-LPL CKT 16, which was found to be missing its corresponding homerun. Further action is needed to address this issue.
64	10/5/2024	Craig Guilbeau	CW rework due to discrepancies found in CTO: LCC-01 pertaining to receptacles.	(Continued)Following yesterday's findings regarding receptacle 0LVA-15-LPL-16, associates took corrective measures by pulling the missing cable designated as the homerun for circuit 16. Once the cable was in place, they spliced the wires as needed, connected and secured the receptacle, and conducted tests to ensure it was functioning properly. All tests confirmed that the receptacle was now operational.
65	10/7/2024	Craig Guilbeau/Jesus Cantu	CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.	As previously mentioned on 9/25, the cables associated with the homeruns needed to power the light fixtures were incomplete or pending. Associates focused on pulling the circuits for 0LVB-103-LPL-9, 0LVB-103-LPL-10, 0LVB-103-LPL-11, 0LVB-103-LPL-8, 0LVB-102-LPL-8, 0LVB-101-LPL-8, and 0LVB-101-LPL-9. Once the cables were pulled, they proceeded to splice as necessary and conducted tests to ensure that the sequence of the fixtures met the specifications outlined in the drawings. All tests confirmed compliance with the required standards.

The attached cost include all the required labor hours and material costs to complete the corrective work. If Commonwealth Electric Company of the Midwest is in agreement with the terms detailed herein, please sign and return this Final Billing Package to Zachry to confirm acceptance.

Cost Summary

OTHER FACTORS	
Is the Work Elevated In the rack ? Y or N	Yes
Does the work require Scaffold ? Y or N	No
Does the work require Warehouse Support ? Y or N	Yes
Is the Rework in place (designed location) ? Y or N	Yes
Is Additional NDE Required ? Y or N	No
Is Turnover / Closeout Required (ITR) ? Y or N	Yes
Is additional Logistics Required ? Y or N	No
Is 3rd Party Sub Needed ? Y or N	Yes
Is there a delay due to Dewatering ? Y or N	No
Is LOTO required ? Y or N	Yes

LABOR:

		Man Power	Hours	Rate	TOTAL
EWO-047 CW rework due to discrepancies found upon final testing procedures conducted for turn over.					
Foreman		1	3	$ 84.40	$ 253.20
Journeyman Electrician		2	6	$ 78.51	$ 471.06
Journeyman Electrician Licensed		1	3	$ 78.51	$ 235.53
Foreman		1	5	$ 116.84	$ 584.20
Journeyman Electrician		2	10	$ 108.00	$ 1,080.00
Journeyman Electrician Licensed		1	5	$ 108.00	$ 540.00
EWO-048 CW rework due to discrepancies found within panels BLP-012, BLP-022, BLP-032 by Zachry's QC during final walkdown.					
Foreman		1	2	$ 84.40	$ 168.80
Journeyman Electrician		3	12	$ 78.51	$ 942.12
Helper/Apprentice		1	4	$ 56.72	$ 226.88
Foreman		1	3	$ 116.84	$ 350.52
Journeyman Electrician		3	18	$ 108.00	$ 1,944.00
Helper/Apprentice		1	6	$ 76.22	$ 457.32
EWO-049 CW rework due to incorrect installations found associated with cabinet 0CMA-001-CAB.					
Foreman		1	5	$ 84.40	$ 422.00
Journeyman Electrician		1	4	$ 78.51	$ 314.04
Journeyman Electrician Licensed		1	4	$ 78.51	$ 314.04
Foreman		1	6	$ 116.84	$ 701.04
Journeyman Electrician		1	6	$ 108.00	$ 648.00
Journeyman Electrician Licensed		1	6	$ 108.00	$ 648.00
EWO-050 CW rework due to discrepancies found within panels BLP-012, BLP-022, BLP-032 by Zachry's QC during final walkdown.					
Foreman		1	2	$ 84.40	$ 168.80
Journeyman Electrician		2	6.5	$ 78.51	$ 510.32
Helper/Apprentice		1	4	$ 56.72	$ 226.88
Foreman		1	3	$ 116.84	$ 350.52
Journeyman Electrician		2	10	$ 108.00	$ 1,080.00
Helper/Apprentice		1	6	$ 76.22	$ 457.32
EWO-051 CW rework due to discrepancies found on circuit 0PCA-5C0001-01-12.					
Foreman		2	7.5	$ 84.40	$ 633.00
Journeyman Electrician		3	8	$ 78.51	$ 628.08
Journeyman Electrician Licensed		1	4	$ 78.51	$ 314.04
Helper/Apprentice		3	6	$ 56.72	$ 340.32
Foreman		2	12	$ 116.84	$ 1,402.08
Journeyman Electrician		3	12	$ 108.00	$ 1,296.00
Journeyman Electrician Licensed		1	6	$ 108.00	$ 648.00
Helper/Apprentice		3	9	$ 76.22	$ 685.98
EWO-052 CW rework due to incorrect installations found associated with cabinet 0CMA-001-CAB.					
Foreman		1	2.5	$ 84.40	$ 211.00
Journeyman Electrician		1	2	$ 78.51	$ 157.02
Journeyman Electrician Licensed		1	2	$ 78.51	$ 157.02
Foreman		1	3.5	$ 116.84	$ 408.94
Journeyman Electrician		1	3	$ 108.00	$ 324.00
Journeyman Electrician Licensed		1	3	$ 108.00	$ 324.00
EWO-053 CW rework due consistent electrical testing failures regarding a set of cables pertaining to VDR's					
Foreman		1	5	$ 84.40	$ 422.00

Journeyman Electrician		6	24	$ 78.51	$ 1,884.24
Helper/Apprentice		7	28	$ 56.72	$ 1,588.16
Foreman		1	6	$ 116.84	$ 701.04
Journeyman Electrician		6	36	$ 108.00	$ 3,888.00
Helper/Apprentice		7	42	$ 76.22	$ 3,201.24
EWO-054 CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.					
Foreman		1	1	$ 84.40	$ 84.40
Journeyman Electrician		2	9	$ 78.51	$ 706.59
Foreman		1	2	$ 116.84	$ 233.68
Journeyman Electrician		2	15	$ 108.00	$ 1,620.00
EWO-055 CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.					
Foreman		1	1.5	$ 84.40	$ 126.60
Journeyman Electrician		3	12	$ 78.51	$ 942.12
Foreman		1	2.5	$ 116.84	$ 292.10
Journeyman Electrician		3	18	$ 108.00	$ 1,944.00
EWO-056 CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.					
Foreman		1	3	$ 84.40	$ 253.20
Journeyman Electrician		6	12	$ 78.51	$ 942.12
Helper/Apprentice		1	3	$ 56.72	$ 170.16
Foreman		1	4	$ 116.84	$ 467.36
Journeyman Electrician		6	19	$ 108.00	$ 2,052.00
Helper/Apprentice		1	4	$ 76.22	$ 304.88
EWO-057 CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.					
Foreman		1	1	$ 84.40	$ 84.40
Journeyman Electrician		2	8	$ 78.51	$ 628.08
Foreman		1		$ 116.84	$ -
Journeyman Electrician		2	12	$ 108.00	$ 1,296.00
EWO-058 CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.					
Foreman		1	1.5	$ 84.40	$ 126.60
Journeyman Electrician		3	9.5	$ 78.51	$ 745.85
Foreman		1	2.5	$ 116.84	$ 292.10
Journeyman Electrician		3	14.5	$ 108.00	$ 1,566.00
EWO-059 CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.					
Foreman		1	1.5	$ 84.40	$ 126.60
Journeyman Electrician		3	14.5	$ 78.51	$ 1,138.40
Foreman		1	2.5	$ 116.84	$ 292.10
Journeyman Electrician		3	21.5	$ 108.00	$ 2,322.00
EWO-060 CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.					
Foreman		1	2	$ 84.40	$ 168.80
Journeyman Electrician		2	7	$ 78.51	$ 549.57
Foreman		1	3	$ 116.84	$ 350.52
Journeyman Electrician		2	10	$ 108.00	$ 1,080.00
EWO-061 CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.					
Foreman		1	3	$ 84.40	$ 253.20
Journeyman Electrician		4	16	$ 78.51	$ 1,256.16
Foreman		1	5	$ 116.84	$ 584.20
Journeyman Electrician		4	24	$ 108.00	$ 2,592.00
EWO-062 CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.					
Foreman		1	1.5	$ 84.40	$ 126.60
Journeyman Electrician		3	12	$ 78.51	$ 942.12
Foreman		1	2.5	$ 116.84	$ 292.10
Journeyman Electrician		3	18	$ 108.00	$ 1,944.00
EWO-063 CW rework due to discrepancies found in CTO: LCC-01 pertaining to receptacles.					
Foreman		1	2	$ 84.40	$ 168.80
Journeyman Electrician		3	12	$ 78.51	$ 942.12
Foreman		1	4	$ 116.84	$ 467.36
Journeyman Electrician		3	18	$ 108.00	$ 1,944.00
EWO-064 CW rework due to discrepancies found in CTO: LCC-01 pertaining to receptacles.					
Foreman		1	2	$ 84.40	$ 168.80
Journeyman Electrician		2	8	$ 78.51	$ 628.08
Helper/Apprentice		1	4	$ 56.72	$ 226.88
Foreman		1	3	$ 116.84	$ 350.52
Journeyman Electrician		2	12	$ 108.00	$ 1,296.00
Helper/Apprentice		1	6	$ 76.22	$ 457.32

EWO-065 CW rework due to discrepancies found in CTO: LCC-01 pertaining to light fixtures.					
Foreman		2	5.5	$ 84.40	$ 464.20
Journeyman Electrician		5	16.5	$ 78.51	$ 1,295.42
Helper/Apprentice		4	10.5	$ 56.72	$ 595.56
Foreman		1	8.5	$ 116.84	$ 993.14
Journeyman Electrician		5	24.5	$ 108.00	$ 2,646.00
Helper/Apprentice		4	15.5	$ 76.22	$ 1,181.41
Project Controls, Quality Control, and safety Support / Assembly Documentation					
Safety Facilitator/Technician		4	57	$ 84.40	$ 4,810.80
Quality Inspector		1	14	$ 78.51	$ 1,099.14
Project Control/Scheduler		1	14	$ 84.40	$ 1,181.60
Safety Facilitator/Technician		4	85	$ 127.50	$ 10,837.50
Quality Inspector		1	21.5	$ 126.60	$ 2,721.90
Project Control/Scheduler		1	21.5	$ 217.50	$ 4,676.25
Dedicated crew to inspect work performed by Commonwealth to					
Foreman		1	8	$ 84.40	$ 675.20
Journeyman Electrician		1	76	$ 78.51	$ 5,966.76
Foreman		1	13	$ 116.84	$ 1,518.92
Journeyman Electrician		1	115	$ 108.00	$ 12,420.00
SUBTOTAL LABOR			**1,237.00**		**$ 120,939.02**

TECHNICAL AND ADMINISTRATIVE SERVICES

Description	TOTAL
Technical and Engineering Support (40% of Labor)	$ 48,375.61
Field Construction Support (40%)	$ 48,375.61
SUBTOTAL TECHNICAL AND ADMINISTRATIVE SERVICES	**$ 96,751.22**

CONSTRUCTION MATERIAL

Material	QTY	UOM	Rate	TOTAL
Electrical material and construction consumables			$ 9,675.12	$ 9,675.12
SUBTOTAL CONSTRUCTION MATERIAL				**$ 9,675.12**

MARKUP

Markup on Construction Material (10%)	$ 967.51

TOTAL	**$ 228,332.87**

EXHIBIT 4

BCN-00165

FINAL BILLING PACKAGE

Project Name – Standing Bear Lake Station (SBLS) Project **Date: 01/31/2025**

Extra Work Notification

To: Commonwealth Electric Company of the Midwest	**Doc Control No.:** BCN-00165
Address: 3910 South Street, Lincoln, NE 68506	**Agreement / PO No.:** 115001-605028
	Cost Code No.:
Attn:	
Email:	**Document No.:** Multiple EWO

Zachry is hereby providing a notice of back charge pursuant of the purchase agreement between Zachry and Commonwealth Electric Company of the Midwest. Zachry is providing notice for the corrective work described below in accordance with the contract specifications. Commonwealth Electric Company of the Midwest shall sign and return acknowledging receipt of this Final Billing Package within 2 business days. Commonwealth Electric Company of the Midwest will be back-charged for the corrective work in accordance with the agreement. In addition, schedule impacts to Zachry may apply.

Description of Corrective Work & Location:

Description: Upon inspection, several issues were identified with the work performed by Commonwealth Electric. These issues included circuits not meeting the required standards, readings not aligning with vendor specifications, unacceptable heat trace readings, improperly completed terminations, circuits tripping, and failure to pass the resistance test.

Corrective Action: To minimize the impact on the construction schedule, ZII direct labor and subcontractor's ISC promptly addressed the identified issues by phoning, re-terminating, testing affected cables, and installing necessary missing components. For a detailed breakdown of activities, please refer to Table 1.

Continue in Page 2….

Total Estimated Extra Work Cost: **$108,028.30**

Zachry – Project Control Manager	**Commonwealth Electric Company of the Midwest**
Print Name	Print Name
Signature	Signature
Date	Date

Return To:
Hunter Edmondson – Project Controls Manager
6633 N 120th Street
Omaha, NE 68184
210-844-7290

CC:
Lyle Fouts – EPC Project Manager
Gil Craft – Construction Project Manager
Karen Latham – Cost Manager
Theresa Hanes – Business Manager
Travis Goodrich – Project Engineer
Michelle Stewart – Procurement Project Manager
Staci Tijerina – Accounts Payable Supervisor

Table 1

EWO #	EWO Date	Foreman	Description of Work	Field Comments
66	11/14/24	Rolando Alor	CW rework due to consistent electrical testing failures regarding a set of cables.	Associates started working the heat trace system of 0LVC-001 PL located in the BOP PDC Building, which were installed by Common Wealth. We assisted The Vendor Specialist for NVENT by helping him with his task of programming the circuits (CKT- 35,38,10,19,22) of 0LVC-001-PL. After energizing the panel, and going through each individual circuit, we verified each circuit with a resistance test of 2.5k volts, per vendor standards. While performing the resistance test on the circuits we came across various circuits that were not meeting the necessary standards or readings of those cables. We then proceeded to de-terminate and isolate the circuits that weren't meeting our standards. While trouble shooting, we suspected errors in the terminations of the heat trace cable. After doing the terminations the correct way, the cables were re-terminated to avoid voltage leaks in those circuits.
67	11/15/24	Rolando Alor	CW rework due to consistent electrical testing failures regarding a set of cables in OLVC-002-PL.	The Heat trace specialist for NVENT verified the heat trace system. We proceeded to work on 0LVC-001-PL. Prior to the programming and energization of the panel, we began verifying each individual circuits (CKT-11,12,4), by de-terminating the circuits and performing resistance tests on the heat trace circuits at 2.5k volts per vendor standards. While performing these resistance tests on both ends of the circuits, we came across terminations done by Common wealth that were done incorrectly. We found many circuits were not meeting the vendors standards.
68	11/16/24	Rolando Alor	CW Rework and Trouble Shoot Heat Trace Circuits (CKT-9,11,20, and 7).	Associates verified the Heat Trace System 0LVC-002-PL located in the LFO Building by De-Terminating the circuits (CKT-9,11,20, and 7) to perform various resistance tests at 2.5k volts per vendor standard. Upon performing these tests circuits 9,11,20, and 7, were not giving acceptable readings. We then proceeded to identify the problem that was causing these circuits to fall short of the vendor's standards, by checking their terminations in both the junction boxes, and the lights. After having removed the junction boxes, the lights, and the cable the associates installed new cable, new lights, and new junction boxes. Once the terminations were done, we proceeded to perform the required resistance test, which then met the vendors standards.

69	11/17/24	Rolando Alor	CW Rework and Trouble Shoot Heat Trace Circuits (CKT-9,11,20, and 7)	Associates continued verifying the circuits (CKT-10 and 22) belonging to 0LVC-001-PL located in the BOP PDC. A number of circuits were not passing the resistance test at 2.5k volts per vendor standards. After locating the termination points of these circuits, we discovered that the terminations were not done properly. Once the terminations were located and disconnected, we began to re-terminate lights, splice points, and junction boxes the correct way per vendor's standards and perform additional resistance tests at 2.5k volts where the circuits finally gave us the readings that were required for the cables to pass the vendors standards.
70	11/21/24	Rolando Alor	Trouble Shoot Heat Trace (0LVC-001)	Associates continued verifying the circuits (CKT- 1,9,14, and 16) of the heat trace cables belonging to 0LVC-001-PL located in the BOP PDC, various circuits were not meeting the vendor standards of the resistance test, which was performed at 2.5K volts. The circuits that were not passing were CKT- 1, 9,14, and 16. After discovering these issues we began to trouble shoot the process. First, we isolated each individual circuit and performed one more the resistance test. After double checking that the circuits were indeed failing, we began our search for the issues in the field. We started by identifying and verifying the condition of the power cables coming from 0LVC-001-PL as well as any splices that had been done to the circuits. We also checked the phasing of the splices. After verifying that all power cables and splices were working properly, we began searching the junction boxes and lights for any signs of bad terminations or damaged cables. We came across a couple of terminations that had been done incorrectly on CKT-14 and 16. We decided to try and get slack from the cable, just enough to do the termination one more before choosing to remove the insulation to inspect the cable. After re-doing the termination, we performed one more resistance test and we were able to get circuits 14 and 16 working.
71	12/6/24		Verifying Circuits to 0LVC-001-PL in BOP PDC	While verifying the circuits belonging to OLVC-001-PL in the BOP PDC, we found two circuits that kept tripping. We began by isolating the circuits from the panel and using a fox and hound to tone and trace the cables. After locating both ends, we phoned out each cable to further identify both ends. We then performed various resistance tests on the main power cable, as well as the jumpers belonging to the same circuits to verify the integrity of the cables. After that we started checking the terminations of the heat trace cable and putting it through the resistance tests at 2.5k volts per vendor standards. The cables did not pass the resistance test, therefore we decided to re-do the terminations to both, the lights as well as the junction boxes. Once completed, we performed another resistance test at 2.k volts and received the results needed in Circuit 9. Circuit 1 that was tripping inside of the panel is still under investigation and we are eliminating possibilities

72	12/6/24		De-term and Demo Circuit (0LVC-002-PL)	While verifying the Heat Trace circuits of (0LVC-002-PL) located in the Liquid Fuel Building, we found a number of circuits that were originally installed by Common Wealth, that were not passing the resistance test which was performed at 2.5K volts. Once verifying which circuits did not pass the resistance test we then searched the field and discovered that all of the conduit and fittings were run beneath the grating. We then proceeded to get a confined space permit to be able to access the fittings and to check for any failing or incorrectly splice. After receiving our permits entering the space underneath the grating, we opened up the fittings and saw that the conduit was filled with mud and water that had also entered the wire nuts. After discovering the problem, we then decided to demo all of the conduit and re-run the conduit in a different path to prevent the same issues from happening again in the future.

The attached cost include all the required labor hours and material costs to complete the corrective work. If Commonwealth Electric Company of the Midwest is in agreement with the terms detailed herein, please sign and return this Final Billing Package to Zachry to confirm acceptance.

Cost Summary

OTHER FACTORS	
Is the Work Elevated In the rack ? Y or N	Yes
Does the work require Scaffold ? Y or N	Yes
Does the work require Warehouse Support ? Y or N	Yes
Is the Rework in place (designed location) ? Y or N	Yes
Is Additional NDE Required ? Y or N	No
Is Turnover / Closeout Required (ITR) ? Y or N	Yes
Is additional Logistics Required ? Y or N	No
Is 3rd Party Sub Needed ? Y or N	Yes
Is there a delay due to Dewatering ? Y or N	No
Is LOTO required ? Y or N	Yes

3rd PARTY LABOR:

		Man Power	Hours	Hours*Man Power	Rate	TOTAL
EWO-066 CW rework due to consistent electrical testing failures regarding a set of cables.						
Foreman		1	8	8	$ 84.40	$ 675.20
Journeyman Electrician		4	8	32	$ 78.51	$ 2,512.32
Helper/Apprentice		3	8	24	$ 56.72	$ 1,361.28
Foreman		1	5	5	$ 116.84	$ 584.20
Journeyman Electrician		4	4	16	$ 108.00	$ 1,728.00
Helper/Apprentice		3	4	12	$ 76.22	$ 914.64
		EWO-066	**Total Hours**	**97**		
EWO-067 CW rework due to consistent electrical testing failures regarding a set of cables in 0LVC-002-PL.						
Foreman		1	8	8	$ 84.40	$ 675.20
Journeyman Electrician		4	8	32	$ 78.51	$ 2,512.32
Helper/Apprentice		3	8	24	$ 56.72	$ 1,361.28
Foreman		1	5	5	$ 116.84	$ 584.20
Journeyman Electrician		4	4	16	$ 108.00	$ 1,728.00
Helper/Apprentice		3	4	12	$ 76.22	$ 914.64
		EWO-067	**Total Hours**	**97**		
EWO-068 CW Rework and Trouble Shoot Heat Trace Circuits (CKT- 9,11,20, and 7)						
Foreman		1	8	8	$ 84.40	$ 675.20
Journeyman Electrician		3	8	24	$ 78.51	$ 1,884.24
Journeyman Electrician		1	6	6	$ 78.51	$ 471.06
Helper/Apprentice		3	8	24	$ 56.72	$ 1,361.28
Foreman		1	5	5	$ 116.84	$ 584.20
Journeyman Electrician		3	4	12	$ 108.00	$ 1,296.00
Helper/Apprentice		3	4	12	$ 76.22	$ 914.64
		EWO-068	**Total Hours**	**91**		
EWO-069 CW Rework and Trouble Shoot Heat Trace Circuits (CKT- 9,11,20, and 7)						
Foreman		1	8	8	$ 84.40	$ 675.20
Journeyman Electrician		3	8	24	$ 78.51	$ 1,884.24
Journeyman Electrician		1	6	6	$ 78.51	$ 471.06
Helper/Apprentice		3	8	24	$ 56.72	$ 1,361.28
Foreman		1	1	1	$ 116.84	$ 116.84
		EWO-069	**Total Hours**	**63**		
EWO-070 Trouble Shoot Heat Trace (OLVC-001)						
Foreman		1	8	8	$ 84.40	$ 675.20
Journeyman Electrician		4	8	32	$ 78.51	$ 2,512.32
Helper/Apprentice		3	8	24	$ 56.72	$ 1,361.28
Foreman		1	5	5	$ 116.84	$ 584.20
Journeyman Electrician		4	4	16	$ 108.00	$ 1,728.00
Helper/Apprentice		3	4	12	$ 76.22	$ 914.64
		EWO-070	**Total Hours**	**97**		
EWO-071 Verifying Circiuts to OLVC-001-PL in BOP PDC						
Journeyman Electrician		1	8	8	$ 78.51	$ 628.08
Helper/Apprentice		1	8	8	$ 56.72	$ 453.76
Journeyman Electrician		1	4	4	$ 108.00	$ 432.00
Helper/Apprentice		1	4	4	$ 76.22	$ 304.88
		EWO-071	**Total Hours**	**24**		
EWO-072 De-term and Demo Circuit						
Journeyman Electrician		1	8	8	$ 78.51	$ 628.08
Helper/Apprentice		1	8	8	$ 56.72	$ 453.76
Journeyman Electrician		1	4	4	$ 108.00	$ 432.00
Helper/Apprentice		1	4	4	$ 76.22	$ 304.88
		EWO-072	**Total Hours**	**24**		
Project Controls, Quality Control, and safety Support / Assembly Documentation						
Safety Facilitator/Technician		4	16	64	$ 84.40	$ 5,401.60

Quality Inspector		1	16	16	$ 78.51	$ 1,256.16
Project Control/Scheduler		1	16	16	$ 84.40	$ 1,350.40
Safety Facilitator/Technician		4	5	20	$ 127.50	$ 2,550.00
Quality Inspector		1	4.5	4.5	$ 126.60	$ 569.70
Project Control/Scheduler		1	4	4	$ 217.50	$ 870.00
		Indirect	Total Hours	124.5		
		Direct and Indirect Subtotal Hours		617.5		
Dedicated crew to inspect work performed by Commonwealth to						
Foreman		1	8	8	$ 84.40	$ 675.20
Journeyman Electrician		1	36	36	$ 78.51	$ 2,826.36
Foreman		1	4	4	$ 116.84	$ 467.36
Journeyman Electrician		1	24	24	$ 108.00	$ 2,592.00
		Crew	Total Hours	72		
SUBTOTAL LABOR			Subtotal Hours	689.50		$ 57,218.38

3RD PARTY TECHNICAL AND FIELD SERVICES

Description	TOTAL
Technical and Engineering Support (40% of Labor)	$ 22,887.35
Field Construction Support (40%)	$ 22,887.35
SUBTOTAL 3RD PARTY TECHNICAL AND FIELD SERVICES	$ 45,774.70

3RD PARTY CONSTRUCTION MATERIAL

Material	QTY	UOM	Rate	TOTAL
Electrical material and construction consumables			$ 4,577.47	$ 4,577.47
SUBTOTAL 3RD PARTY CONSTRUCTION MATERIAL				$ 4,577.47

MARKUP

Markup on 3rd Party Construction Material (10%)	$ 457.75

TOTAL	$ 108,028.30

EXHIBIT 5

Redundant Cable Pull Impact

Linear Feet of Cable Progressed	1,526,347
Percent of Cable in Commonwealth's Scope of Work	25%
Linear Feet in Commonwealth's Scope of Work	**381,587**
Percent Cable Double Pulled	10%
Linear Feet of Cable Double Pulled	**38,159**
Pull Rate for all cables (Linear Feet pulled per hour)	0.17
Hours for Double Pulling Cables	**6,502**
Average Billing Rate (ISC/Commonwealth)	$80
Total 3rd Party Labor (ISC/Commonwealth) Cost of Double Pulled Cable	**$520,182**
Zachry 3rd Party Labor (ISC) Markup (20%)	$104,036
Total Labor Cost for Double Pulling Cables	**$624,218**

Percent Cable Double Pulled	10%
Linear Feet of Cable Double Pulled	38,159
Average Cost of Cable per Linear Feet	$6.00
Total Material Cost of Double Pulled Cable	**$228,952.05**
Material Markup (10%)	$22,895.21
Total Material Cost with Material Markup	**$251,847.26**

Total Cost of Double Pulling Cable	**$876,065.66**

EXHIBIT 6

Scaffold Erection and Rental Cost Breakdown

BCN Rework Hours	
Zachry Change Management has initial BCN-00127 (ISC EWO 001-037)	2,813
Zachry Change Management has initial BCN-00163 (ISC EWO 038-046)	803
Zachry Change Management has initial BCN-00164 (ISC EWO 047-065)	1,237
Zachry Change Management has initial BCN-00166 (ISC EWO 066-072)	690
Total Rework Hours	**5,543**

Scaffold Rental	
Hours Worked per Day	**12**
Number of Workers per Day	**8**
Total Rework Hours from BCNs	**5,543**
Scaffold Installation and Removal Allowance (20%)	**1109**
Average Labor Billing	**$156**
Total Labor Cost of Scaffold Erection	**$172,942**

Days Scaffold was required to complete Work	57.74
Days where Scaffold was erected but not used (weekends, rainouts, etc.)	11.55
Total Number of Days Scaffold Rental	**69.29**
Daily Scaffold Rental Rate	$300
3rd Party Total Material Cost of Scaffold Rental	**$20,786**
3rd Party Material Mark-up (10%)	$2,079
Total Material Cost and Mark-up	**$22,865**

Total Scaffold Cost with Markup	**$195,806**

EXHIBIT 7

Additional Material for Defective Work

Linear Feet of Cable	25,000
Cost per Linear Feet	$6.00
Total Cost of Cable	$150,000.00

Linear Feet Conduit/Cable Tray	3,500
Cost per Linear Feet	$3.50
Total Cost of Conduit/Cable Tray	$12,250.00

Terminations	1,200
Cost per Termination	$3.50
Total Cost of Terminations	$4,200.00

Total Material Cost without Material Markup	**$166,450.00**
Material Markup (10%)	$16,645.00
Total Material Cost with Material Markup	**$183,095.00**

EXHIBIT 8

Back Charges and Other Costs Impact

Lost work hours for smoke breaks on a Tabacco free jobsite	500
Base Billing Rate	$80
Total Cost of Smoke Breaks	$40,000

Additional Zachry Indirect Hours to Effect Takeover and Complete Defective Work*	2,000
Uncaptured 3rd Party Labor Hours on MISC. Defective Work	500
Total Hours	2,500
Zachry Larbor Rate	$150
3rd Party Labor Billing Rate	$80
Total Cost of General Items	$340,000
Zachry 3rd Party Labor Markup (20%)	$8,000
Total Cost of General Items with Markup	**$348,000**

Total Miscellaneous Costs	**$388,000**

Zachry Change Management has initial BCN-00127 (ISC EWO 001-037)	$523,309
Zachry Change Management has initial BCN-00163 (ISC EWO 038-046)	$149,345
Zachry Change Management has initial BCN-00164 (ISC EWO 047-065)	$228,333
Zachry Change Management has initial BCN-00165 (ISC EWO 066-072)	$108,028
Total BCN Cost to Zachry	**$1,009,015**

Total Miscellaneous and BCN Cost	**$1,397,015**

*Procurement/Procurement/CoConsule/Meetings/Punchlist

EXHIBIT 9

Schedule Impact Cost Breakdown (Unclaimed)

Cost of LDs per Day	$350,000
Hours worked per day	14
Manpower per day	40

Hours from BCNs	5,543
Hours from Zachry to Investigate and uncaptured hours from ISC	2,500
Total Hours of rework	**8,043**

Equivalent Impact Days (rounded up)	15

Total Cost of Impact Days	$5,250,000
Commonwealth's Portion of Impact (40%)	**$2,100,000**

EXHIBIT 10

Zachry's Cost Impact from Commonwealth Summary

Schedule Impact Cost Breakdown (Unclaimed)	$2,100,000
Scaffold Erection and Rental Cost	$195,806
Multiple Cable Pull Install Cost	$876,066
Additional Material Cost	$183,095
Back Charges and Other Costs	$1,397,015
Total Cost Impact to Zachry	**$2,651,982**

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)

DECLARATION OF WILLIAM B. MURPHY
IN SUPPORT OF DEBTORS' OBJECTION TO THE CLAIM OF
COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST (CLAIM NO. 1003)

I, William B. Murphy, solely in my capacity as financial advisor to the above-captioned debtors and debtors in possession (the "**Debtors**"), declare as follows pursuant to 28 U.S.C. § 1746:

1. I am a Senior Director at M3 Advisory Partners, LP ("**M3**"). Inclusive of my time at M3, I have over 40 years of experience in corporate restructuring, including advising creditors and debtors on strategic planning, financial projections, claim reconciliation, claim resolution and debt restructuring. In connection with chapter 11 restructurings, I possess considerable familiarity with and experience in, among other things, analyzing and monitoring cash management systems, debt classification and priority, bankruptcy taxation, preference actions, fraudulent conveyance actions, feasibility issues, disclosure statement and plan of reorganization approval procedures and hearings, and negotiations between debtors and their creditors.

[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. I submit this declaration (this "**Declaration**") in support of the *Debtors' Objection to the Claim of Commonwealth Electric Company of the Midwest Claim No. (1003)* (the "**Objection**"), filed contemporaneously herewith. [2]

3. I am generally familiar with the Debtors' day-to-day operations, financing, arrangements, business affairs, and accounting software that reflects, among other things, the Debtors' liabilities. I have read and understand the Objection.

4. The facts set forth in this Declaration are based upon my personal knowledge, personal conversations I have had with the Debtors' management and financial advisors, or upon my review of records kept in the ordinary course of the Debtors' business that were, as appropriate, reviewed by me or others under my supervision and direction. Further, I or others under my supervision and direction have reviewed and analyzed, to the extent possible, the Claim and the Debtors' books and records regarding the Claim. If called and sworn as a witness, I could and would testify competently to the matters set forth herein.

5. To the best of my knowledge, information, and belief, the assertions made in the Objection are accurate. I, or others under my supervision and direction, have carefully reviewed, analyzed and discussed with the Debtors' management and other advisors, and the Debtors' books and records regarding the Claim.

Objection to the Commonwealth Electric Claim

6. On August 27, 2024, Commonwealth Electric Company of the Midwest ("**Commonwealth Electric**") filed a proof of claim (Claim No. 1003) (the "**Claim**") asserting a claim in the total amount of $5,359,030.62, of which $1,038,339.54 was asserted as being entitled

[2] All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Objection.

to administrative priority pursuant to section 503(b)(9) of title 11 of the United States Code (the "**Bankruptcy Code**").

7. I have performed a thorough review of the Claim and the Debtors' books and records regarding Commonwealth Electric's invoices, and I believe that the Claim's assertion that $1,038,339.54 is entitled to administrative priority under section 503(b)(9) is incorrect. After my review, I believe Commonwealth Electric only delivered $110,275.93 worth of goods to the Debtors in the 20 days before the Petition Date.

8. My understanding is that Commonwealth Electric incorrectly included the following categories of invoices in the 503(b)(9) amounts asserted in the Claim:

- Tool Rentals
- 3rd Party Equipment Rentals
- Labor Costs
- Demobilization Costs
- Retainage
- Material Fees
- Goods delivered outside of the 20-day period before the Petition Date.

9. After removing amounts corresponding with the above categories, the amount of the Claim entitled to 503(b)(9) priority comes to $110,275.93. This amount reconciles with the Debtors' books and records, which show that Commonwealth Electric delivered $110,275.93 of sold goods to the Debtors in the 20 days before the Petition Date.

10. For the foregoing reasons, I believe that the reclassification of the Commonwealth Electric Claim as set forth in the Objection is appropriate.

Dated: February 20, 2025

By: */s/ William B. Murphy*
William B. Murphy
M3 Advisory Partners, LP

United States Bankruptcy Court
Southern District of Texas
ENTERED
February 27, 2025
Nathan Ochsner, Clerk

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];

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

u. Filed, on February 23, 2025, the *Debtors' Memorandum of Law in Support of (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2361] (the "**Confirmation Brief**"); and

v. Filed, on February 23, 2025, the *Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2362] (as amended, supplemented, or otherwise modified from time to time, the "**Plan**"), attached hereto as **Exhibit A**;

w. Filed, on February 24, 2025, (i) the *Declaration of Mohsin Y. Meghji, Chief Restructuring Officer of Zachry Holdings, Inc. in Support of (I) Approval of the Disclosure Statement on a Final Basis and (II) Confirmation of the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2380] (the "**Meghji Declaration**") and (ii) the *Declaration of Jason New in Support of (I) Approval of the Disclosure Statement on a Final Basis and (II) Confirmation of the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates*

[Docket No. 2381] (the "**New Declaration**" and, together with the Meghji Declaration, the "**Confirmation Declarations**");

x. Filed, on February 25, 2025, the *Declaration of P. Joseph Morrow IV with Respect to the Tabulation of Votes on the Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2399] (the "**Voting Affidavit and Voting Report**" and, together with the Solicitation Affidavit, the Publication Affidavit, and the Supplemental Affidavit, the "**Affidavits**");

y. Filed, on February 25, 2025, the *Notice of Filing of the Fourth Plan Supplement* [Docket No. 2406]; and

z. Filed, on February 26, 2025, the *Notice of Filing of the Fifth Plan Supplement* [Docket No. 2417] (together, with the *Notice of Filing of the Plan Supplement,* the *Notice of Filing of Amended GUC Note Term Sheet*, the *Notice of Filing of the Second Plan Supplement*, the *Notice of Filing of the Third Plan Supplement*, and the *Notice of Filing of the Fourth Plan Supplement* as well as any amendments and supplements Filed prior to the Effective Date, the "**Plan Supplement**").

The Court having:

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

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

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

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

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

f. reviewed the Plan, the Disclosure Statement, the Solicitation Motion, the Plan Supplement, the Confirmation Brief, the Confirmation Declarations, the Affidavits, the Combined Hearing Notice, the Publication Notice, and all Filed pleadings, exhibits, statements, and comments regarding approval

of the Disclosure Statement on a final basis and Confirmation of the Plan, including all objections, statements, and reservations of rights;

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

h. held the Combined Hearing;

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

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

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

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

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

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

Findings of Fact and Conclusions of Law

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

A. Findings and Conclusions.

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

B. Jurisdiction, Venue, and Core Proceeding.

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

C. Eligibility for Relief.

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

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

4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. In accordance with the *Order (I) Directing Joint Administration of Cases and (II) Waiving Requirements of Bankruptcy Code Section 345(c)(1) and Bankruptcy Rules 1005 and 2002(n)* [Docket No. 21], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, the Debtors have operated their businesses as debtors-in-possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases. On June 4, 2024, the U.S. Trustee appointed the Statutory Unsecured Claimholders' Committee (the "**Committee**") pursuant to section 1102 of the Bankruptcy Code [Docket No. 176] and reconstituted the Committee on January 27, 2025 [Docket No. 2003].

E. Judicial Notice.

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

F. Plan Supplement.

6. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the Debtors provided good and proper notice of the Filing of the Plan Supplement in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable rules, laws, and requirements. No other or further notice will be required with respect to the Plan Supplement or any of the documents contained therein or related thereto. All documents included in the Plan Supplement and all other documents

necessary or appropriate to implement the Plan are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, the Debtors reserve the right to alter, amend, update, or modify the Plan Supplement and any of the documents contained therein or related thereto or the Plan before the Effective Date.

H. Objections Overruled.

7. Any resolution or disposition of objections (whether formal or informal), reservations of rights, statements, or joinders with respect to approval of the Disclosure Statement on a final basis and Confirmation explained or otherwise ruled upon by the Court on the record at the Combined Hearing is hereby incorporated by reference. All unresolved objections, reservations of rights, statements, and joinders are hereby overruled on the merits.

I. Modifications to the Plan.

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

J. Adequacy of the Disclosure Statement.

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

K. Disclosure Statement Order and Notice.

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

M. Ballots.

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

Class	Designation
3	Prepetition Credit Facility Claims
6	General Unsecured Claims

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

N. Solicitation.

13. As described in the Voting Affidavit and Voting Report, the solicitation of votes on the Plan complied with the procedures set forth in the Disclosure Statement Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases and complied with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable rules, laws, and regulations.

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

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

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

17. Under section 1126(f) of the Bankruptcy Code, Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 4 (Deferred Compensation Plan Claims), Class 5 (Convenience Claims), and Class 9 (Zachry Interests) (collectively, the "**Deemed Accepting Classes**") are Unimpaired and conclusively presumed to have accepted the Plan. The Debtors were therefore not required to, and did not, solicit votes from the Deemed Accepting Classes. Holders of Claims in Class 7 (Intercompany Claims) and Holders of Interests in Class 8 (Intercompany Interests) are Unimpaired and conclusively presumed to have accepted the Plan (to the extent Reinstated or converted to equity, as applicable) or are Impaired and deemed to reject the Plan (to the extent set off, settled, addressed, distributed, contributed, merged, cancelled, or released), and, in either event, are not entitled to vote to accept or reject the Plan. The Debtors served Holders in the non-voting Classes with the Combined Hearing Notice and the Non-Voting Status Notice, including the Opt-Out Form.

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

19. The Debtors also served the Disputed Claims Notice and the Opt-Out Form on certain Holders of Disputed Claims in these Chapter 11 Cases. The Disputed Claims Notice

provided adequate notice of the Combined Hearing, the Rule 3018 Motion Deadline, the procedures for challenging the Debtors' disallowance of Disputed Claims, and the release, exculpation, and injunction provisions of the Plan.

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

O. Voting.

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

P. Plan Supplement.

22. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents is good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable rules, laws, and requirements, and no other or further notice is required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the

terms of the Plan, the Debtors may alter, amend, update, or modify the Plan Supplement before the Effective Date. Holders of Claims and Interests were provided, due, adequate, and sufficient notice of the Plan Supplement.

Q. Bankruptcy Rule 3016.

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

R. Burden of Proof.

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

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

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

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

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

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

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

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

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

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

28. The Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code. **Article III** of the Plan specifies that Claims in the following Classes (the "**Impaired Classes**")

are Impaired under the Plan within the meaning of section 1124 of the Bankruptcy Code, and describes the treatment of such Classes:

Class	Claims
3	Prepetition Credit Facility Claims
6	General Unsecured Claims

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

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

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

30. The Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code. The provisions in **Article IV** and elsewhere in the Plan, and in the exhibits and attachments to the Plan (including the Plan Supplement) and the Disclosure Statement, provide, in detail, adequate and proper means for the Plan's implementation, including: (a) the general settlement of Claims and Interests; (b) the GPX Settlement, previously approved by this Court and subject to the Plan and the GPX Settlement Documents; (c) authorization for the Debtors and/or Reorganized Debtors to take all actions necessary to effectuate the Plan, including those actions necessary or appropriate to effectuate the Restructuring Transactions, and any restructuring transaction steps set forth in the Plan Supplement, as the same may be modified or amended from time to time prior to the Effective Date; (d) the entry into, delivery of, and implementation of the A&R Credit Facility Documents and other transaction documents contemplated by the Plan; (e) the issuance of the Sunbelt Promissory Note; (f) the entry into, delivery of, and implementation of the GUC Note Documents and issuance of the GUC Promissory Notes; (g) the entry into, delivery of, and implementation of

the Exit Intercreditor Agreement; (h) the delivery and implementation of the Parent Capital Contribution; (i) the funding and sources of consideration for the Plan distributions, including the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the Parent Capital Contribution, and Cash on hand; (j) the preservation of the Debtors' corporate existence following the Effective Date (except as otherwise provided in the Plan); (k) the vesting of the Estates' assets in the respective Reorganized Debtors; (l) the cancellation of certain existing agreements as provided in the Plan and this Order; (m) the authorization and approval of corporate actions under the Plan; (n) the adoption and re-affirmation of the Organizational Documents; (o) the effectuation and implementation of other documents and agreements contemplated by, or necessary to effectuate, the transactions contemplated by the Plan; (p) the assumption of certain Employee Obligations and Indemnification Obligations; (q) the preservation of Claims and Causes of Action not released pursuant to the Plan, including as set forth in the Schedule of Retained Causes of Action; and (r) the closing of the Chapter 11 Cases as provided in the Plan.

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

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

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

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

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

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

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

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

35. The Plan is consistent with section 1123(b)(2) of the Bankruptcy Code. **Article V** of the Plan provides for the assumption of all of the Debtors' Executory Contracts and Unexpired Leases, other than the Rejected Contracts and/or Unexpired Leases identified on the Rejection List and as otherwise provided in **Article V.A** of the Plan, and the payment of Cure Claims, if any, related thereto, not previously assumed, assumed and assigned, or rejected during these Chapter 11 Cases under section 365 of the Bankruptcy Code. The assumption of Executory Contracts and Unexpired Leases may include the assignment of certain of such contracts to Affiliates.

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

Assumption List and Rejection List included in the Plan Supplement pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

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

37. **General Compromise and Settlement of Claims and Interests.** In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided pursuant to the Plan, the provisions of the Plan constitute a good-faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan, including all General Unsecured Claims and GPX Claims and any challenge to the amount, validity, perfection, enforceability, priority, or extent of the Prepetition Credit Facility Claims, whether under any provision of chapter 5 of the Bankruptcy Code, based on any equitable theory, or otherwise. Entry of this Order shall constitute the entry of an order approving the settlement of all such Claims, Interests, and controversies under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019. The compromise and settlement of such Claims and Interests embodied in the Plan and Reinstatement and Unimpairment of other Classes identified in the Plan are in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests, and are fair, equitable, and reasonable.

38. **GPX Settlement.** The terms of the GPX Settlement, as set forth in the GPX Settlement Documents, are incorporated into, and are an integral part of, the Plan. As set forth in **Article IV.B** of the Plan, the GPX Interim Settlement Order, and the GPX Final Settlement Order, the GPX Settlement is a good-faith compromise and settlement of all disputes, controversies, claims, and causes of action among the GPX Settlement Parties arising out of or otherwise related to the GPX Project and the matters described in the GPX Settlement Term Sheet; the GPX Settlement is the product of extensive arm's-length, good faith negotiations and represents a fair

and reasonable compromise among the GPX Settlement Parties; the GPX Settlement is reasonable, fair, equitable, appropriate, and in the best interests of each of the Debtors, their estates, and all vendors and subcontractors asserting Claims related to the GPX Project; and the Debtors' reasonably exercised their business judgment when determining to enter into the GPX Settlement.

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

40. The Debtors and Golden Pass engaged in good faith and diligent analysis, over several months following this Court's interim and final approval of the GPX Settlement, to identify all GPX Claims, reconcile such GPX Claims, and determine the total amount of potential Excess Claims, in each case in compliance with, and furtherance of, the terms of the GPX Settlement. The Debtors and Golden Pass, among other things, reviewed the Proofs of Claim timely filed in these Chapter 11 Cases to identify asserted GPX Claims; sent letters to GPX Project vendors and subcontractors instructing them to submit all invoices for ZII's share of Pool A and Pool B obligations accruing through July 25, 2024, by September 16, 2024; reviewed all asserted Pool A and Pool B obligations submitted by such vendors; shared their analyses of the potential GPX Claims pool and direct cap payments calculation with each other; engaged in regular communications regarding accounting, reconciliation, and payment issues arising in connection with the GPX Settlement, and provided notice of the Excess Claim Stipulation and the Schedules

thereto to all known parties-in-interest. Based upon the Bar Date and the outreach by the Debtors and Golden Pass to vendors potentially asserting Pool A and Pool B obligations, all vendors and subcontractors in respect of the GPX Project have had a reasonable opportunity to identify and assert GPX Claims payable under the GPX Settlement. The schedules to the GPX Excess Claims Stipulation disclose all GPX Claims paid to date by Golden Pass, all GPX Claims to be paid by Golden Pass, and the universe of potentially valid GPX Claims, in each case identified during the Debtors' and Golden Pass's good faith reconciliation of GPX Claims that resulted in their determination of Excess Claims. The determination of Excess Claims set forth in the GPX Excess Claims Stipulation is reasonable under the circumstances and based on the good faith reconciliation and review of all potential GPX Claims conducted by the Debtors and Golden Pass.

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

42. **Debtor Release**. **Article VIII.C** of the Plan describes certain releases granted by the Debtors (the "**Debtor Release**"). The Debtors have satisfied the business judgment standard under Bankruptcy Rule 9019 with respect to the propriety of the Debtor Release. The Debtor Release is a necessary and integral element of the Plan, and is fair, reasonable, and in the best

interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; (f) narrowly tailored to the circumstances of the Chapter 11 Cases; and (g) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release. The Debtor Release for the Debtor Related Parties is appropriate because the Debtor Related Parties share an identity of interest with the Debtors, supported the Plan and these Chapter 11 Cases, actively participated in meetings, negotiations, and implementation during these Chapter 11 Cases, and have provided other valuable consideration to the Debtors to facilitate the Debtors' reorganization.

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

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

45. **Third-Party Release. Article VIII.D** of the Plan describes certain releases granted by the Releasing Parties (the "**Third-Party Release**"). The Third-Party Release provides finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties' respective obligations under the Plan and with respect to the Reorganized Debtors. The Combined Hearing Notice sent to Holders of Claims and Interests, the Non-Voting Status Notice sent to all Holders of Claims and Interest not entitled to vote on the Plan, the Ballots sent to all Holders of Claims entitled to vote on the Plan, the Publication Notice published in: (a) *The New York Times* (National Edition) on January 28, 2025, (b) *USA Today* (National Edition) on January 29, 2025, (c) *Beaumont Enterprise*, on January 29, 2025, and (d) *Port Arthur News*, on February 1, 2025, in each case, unambiguously stated that the Plan contains the Third-Party Release. Such release is a necessary and integral element of the Plan, and is fair, equitable, reasonable, and in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests. Also, the Third-Party Release is: (a) consensual; (b) essential to the formulation, Confirmation, and implementation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the payment in full of all General Unsecured Claims pursuant to the terms of the Plan; (d) a good-faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) narrowly tailored to the circumstances of the Chapter 11 Cases; and (i) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release. As set forth on the record

at the Combined Hearing and in **Article I.A.128.n** of the Plan, each Related Party of a Releasing Party shall be a Releasing Party solely to the extent an applicable principal Releasing Party is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law.

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

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

bound by the Third-Party Release and also is not a Released Party under the Plan and this Order.

47. **Exculpation.** The exculpation, described in **Article VIII.E** of the Plan (the "**Exculpation**"), is appropriate under applicable law, including *In re Highland Capital Mgmt., L.P.*, 48 F. 4th 419 (5th Cir. 2022), because it was proposed in good faith, was formulated following extensive good-faith, arm's-length negotiations with key constituents, and is appropriately limited in scope. Without limiting anything in the Exculpation, each Exculpated Party has participated in these Chapter 11 Cases in good faith and is appropriately released and exculpated from any obligation, Cause of Action, or liability for any prepetition or postpetition act taken or omitted to be taken in connection with, relating to, or arising out of the Debtors' restructuring efforts, these Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement or the Plan or any contract, instrument, release, or other agreement or document created or entered into, in connection with, or pursuant to the Disclosure Statement or the Plan, including the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, the filing of these Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property under the Plan. The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions

made pursuant to the Plan. Notwithstanding the foregoing, the Exculpation shall not release any obligation or liability of any Entity for any post-Effective Date obligation under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. The Exculpation, including its carveout for actual fraud, willful misconduct, and gross negligence, is consistent with applicable law in this jurisdiction.

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

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

50. Notwithstanding anything to the contrary in this Order, no Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Released Parties, or the Exculpated Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to **Articles VIII.C**, **VIII.D**, **VIII.E**, or **VIII.F** of the Plan, without the Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable.

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

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

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

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

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

54. **Article V.C** of the Plan provides for the satisfaction of Cure Claims associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. The Debtors or the Reorganized Debtors, as applicable, shall pay the Cure Claims, if any, on the Effective Date, or as soon as reasonably practicable thereafter, in the ordinary course of the Debtors' business if not yet due on the Effective Date, or on such other

terms as the parties to any Executory Contract or Unexpired Lease may agree. If there is any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any objection to the assumption of any Executory Contract or Unexpired List assumed pursuant to the Plan, then payment of the applicable Cure amount shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory or Unexpired Lease. As such, the Plan provides that the Debtors will cure, or provide adequate assurance that the Debtors will promptly cure, defaults with respect to assumed Executory Contracts and Unexpired Leases in accordance with section 365(b)(1) of the Bankruptcy Code.

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

55. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code and, thus, have satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, 1128, and 1129, and Bankruptcy Rules 2022, 3017, 3018, and 3019. The Debtors and their agents transmitted the Solicitation Materials and related documents and solicited and tabulated votes with respect to the Plan fairly, in good faith, and in compliance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures, including, but not limited to, sections 1125 and 1126(b) of the Bankruptcy Code.

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

56. The Debtors have proposed the Plan (including the Plan Supplement and all other documents necessary or appropriate to effectuate the Plan) in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. In determining

that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan, the process leading to Confirmation (including the overwhelming support of Holders of Claims for the Plan), and the transactions to be implemented pursuant thereto. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Plan, the Disclosure Statement, the hearing to conditionally approve the Disclosure Statement, and the record of the Combined Hearing and other proceedings held in the Chapter 11 Cases. These Chapter 11 Cases were Filed, and the Plan was proposed, with the legitimate and honest purpose of maximizing the value of the Estates and allowing the Debtors to implement the Restructuring Transactions, reorganize, and emerge from bankruptcy to allow them to conduct their businesses and satisfy their obligations with sufficient liquidity and capital resources. Further, the Plan's classification, settlement, discharge, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's-length, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and each is integral to the Plan, supported by valuable consideration, and necessary to the Debtors' successful reorganization. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

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

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

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

58. **Article IV.K** of the Plan sets forth that the directors and officer of each Reorganized Debtor shall consist of the current directors and officers of each respective Debtor.

Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

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

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

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

60. The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The Meghji Declaration, the liquidation analysis attached as **Exhibit C** to the Disclosure Statement, and the other evidence related thereto in support of the Plan that was proffered prior to, or in connection with the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that Holders of Allowed Claims in each Class will recover at least as much under the Plan on account of such Claim, as of the Effective Date, as such Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. As a result, the Debtors have demonstrated that the Plan is in the best interests of their creditors, and the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

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

61. Classes 1, 2, 4, 5, and 9 constitute the Unimpaired Classes, each of which is conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. As evidenced by the Voting Affidavit and Voting Report, Classes 3 and 6 have voted to accept the Plan. Holders of Claims and Interests in Classes 7 and 8 are Unimpaired and conclusively presumed to have accepted the Plan (to the extent Reinstated or converted to equity,

as applicable) or are Impaired and deemed to reject the Plan (to the extent set off, settled, addressed, distributed, contributed, merged, cancelled, or released), and, in either event, are not entitled to vote to accept or reject the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

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

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

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

63. The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced by the Voting Affidavit and Voting Report, Classes 3 and 6, which are Impaired, voted to accept the Plan by the requisite number and amount of Claims, determined without including any acceptance of the Plan by any insider (as such term is defined in section 101(31) of the Bankruptcy Code), as specified under the Bankruptcy Code. Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

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

64. The Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code. The Meghji Declaration, the financial projections attached as **Exhibit B** to the Disclosure Statement, and the other evidence supporting Confirmation of the Plan proffered or adduced by the Debtors at, prior to, or in connection with the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions;

(c) have not been rebutted by other evidence; (d) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors or their successors under the Plan, except as may be provided in the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan, including on account of any contingent, unliquidated, and other Disputed Claims that ultimately become Allowed after the Effective Date. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

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

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

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

66. The Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code. **Article IV.L** of the Plan provides that, as of the Effective Date, all obligations related to the Deferred Compensation Plan are assumed and all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

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

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

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

68. The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that Classes 7 and 8 are deemed to reject the Plan (to the extent set off,

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

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

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

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

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

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

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

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

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

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

MM. Satisfaction of Confirmation Requirements.

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

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

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

OO. Implementation.

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

PP. Disclosure of Facts.

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

QQ. Good Faith.

78. The Debtors, the Committee, the Released Parties, and the Exculpated Parties have been, are, and will continue to be acting in good faith within the meaning of section 1125(e) of the

Bankruptcy Code if they proceed to: (a) consummate the Plan, the Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Exit Intercreditor Agreement, the Parent Capital Contribution, and the agreements, settlements, transactions, transfers, and other actions contemplated thereby, regardless of whether such agreements, settlements, transactions, transfers, and other actions are expressly authorized by this Order; and (b) take any actions authorized and directed or contemplated by this Order.

RR. A&R Credit Facility.

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

SS. Sunbelt Promissory Note.

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

TT. GUC Promissory Notes.

81. The terms and conditions of the GUC Promissory Notes and the Debtors' entry into the GUC Note Documents, including all actions, undertakings, and transactions contemplated thereby, and payment of all fees, indemnities, and expenses provided for thereunder, are essential elements of the Plan, necessary for Confirmation and Consummation of the Plan, critical to the overall success and feasibility of the Plan, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the GUC Note Documents and have provided adequate notice thereof. The GUC Note Documents were negotiated in good faith and at arm's-length among the Debtors and the Committee, and the GUC Promissory Notes and any fees and expenses paid thereunder

are deemed to have been extended, issued, and made in good faith and for legitimate business purposes. The execution, delivery, and performance by the Debtors or the Reorganized Debtors, as applicable, of any of the GUC Note Documents, and any agreements related thereto and compliance by the Debtors or the Reorganized Debtors, as applicable, with the terms thereof, is authorized by, and will not conflict with, the terms of the Plan or this Order.

UU. Exit Intercreditor Agreement

82. The terms and conditions of the Exit Intercreditor Agreement (which shall be consistent in all material respects with the terms set forth in the term sheet attached hereto as **Exhibit B**, the "**Exit ICA Term Sheet**"), and the Debtors' entry into the Exit Intercreditor Agreement, including all actions, undertakings, and transactions contemplated thereby, are essential elements of the Plan, necessary for Confirmation and Consummation of the Plan, critical to the overall success and feasibility of the Plan, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the Exit Intercreditor Agreement and have provided adequate notice thereof. The Exit ICA Term Sheet setting forth the material terms of the Exit Intercreditor Agreement was negotiated in good faith and at arm's-length among the Debtor, the Committee, the A&R Credit Facility Agent, and Sunbelt, and the Exit Intercreditor Agreement is deemed to have been extended, issued, and made in good faith and for legitimate business purposes. The execution, delivery, and performance by the Debtors or the Reorganized Debtors, as applicable, of the Exit Intercreditor Agreement, and any agreements related thereto and compliance by the Debtors or the Reorganized Debtors, as applicable, with the terms thereof, is authorized by, and will not conflict with, the terms of the Plan or this Order.

Order

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

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

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

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

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

87. **Objections Overruled.** All parties have had a full and fair opportunity to be heard on all issues raised by the objections to final approval of the Disclosure Statement and

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

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

89. **Plan Modifications**. The Plan includes certain modifications made after the Debtors solicited approval from Holders of Claims entitled to vote (the "**Plan Modifications**"). The Plan Modifications do not materially adversely affect the treatment of any Claim or Interest under the Plan. After giving effect to the Plan Modifications, the Plan continues to satisfy the requirements of sections 1122 and 1123 of the Bankruptcy Code. The Debtors provided due and sufficient notice of the Plan Modifications under the circumstances. Accordingly, pursuant to section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

90. **Deemed Acceptance of Plan.** In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, Holders of Claims who voted to accept the Plan or who are

conclusively presumed to accept the Plan are deemed to have accepted the Plan. No Holder of a Claim shall be permitted to change its vote as a consequence of the Plan Modifications.

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

92. **Binding Effect.** Pursuant to **Article XII.A** of the Plan, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement, and this Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests voted or are deemed to have accepted the Plan, voted or are deemed to have rejected the Plan, or failed to vote to accept or reject the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors or the Reorganized Debtors, as applicable. All Claims and Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan and this Order, regardless of whether any such Holder of a Claim or Interest has voted on the Plan. Pursuant to section

1142(a) of the Bankruptcy Code, the Plan, the Plan Supplement, and this Order shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

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

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

95. **Cancellation of Existing Agreements and Interests.** On the Effective Date, except with respect to the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the Zachry Interests, the Prepetition Intercreditor Agreement, the Exit Intercreditor Agreement, the GPX Settlement Documents, the GPX L/C (subject to **Article IV.B** of the Plan), the GPX Parent Guarantee (subject to **Article IV.B** of the Plan), all Employee Obligations assumed pursuant to **Article IV.L** of the Plan, all Indemnification Obligations assumed pursuant to **Article IV.M** of the Plan, and all Executory Contracts and Unexpired Leases assumed pursuant to **Article V.A** of the Plan, or to the

extent otherwise provided in the Plan or this Order, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be cancelled and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect. Holders of, or parties to, such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights, distributions, and treatment provided for pursuant to the Plan.

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

97. On the Effective Date, each holder of a certificate or instrument evidencing a Claim or Interest that is discharged by the Plan shall be deemed to have surrendered such certificate or instrument in accordance with the applicable indenture or agreement that governs the rights of such holder of such Claim or Interest. Such surrendered certificate or instrument shall be deemed cancelled as set forth in, and subject to the exceptions set forth in, **Article IV.I** of the Plan.

98. **Organizational Documents.** On the Effective Date, the Reorganized Debtors shall be deemed to adopt and re-affirm the Organizational Documents without any further action, notice, or approval. The Reorganized Debtors shall be authorized to adopt any agreements, documents, and instruments, and to take any other action contemplated under the Plan as necessary to consummate the Plan. To the extent any Organizational Document is modified in connection with

Consummation of the Plan, each Reorganized Debtor, as applicable, will file such Organizational Document with the applicable Secretary of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The Organizational Documents shall prohibit the issuance of non-voting Equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. After the Effective Date, each Reorganized Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents.

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

100. **Restructuring Transactions.** The Restructuring Transactions set forth in the Plan are hereby approved and authorized in all respects. After the Confirmation Date, the Debtors or Reorganized Debtors, the GUC Note Administrative Agent, or the GUC Note Collateral Agent, as applicable, are authorized to consummate the Restructuring Transactions and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan. Any transfers of assets or equity interests effected, or any

obligations incurred through the Restructuring Transactions are hereby approved and shall not constitute fraudulent conveyances or fraudulent transfers or otherwise be subject to avoidance.

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

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

103. **Claims Register.** Any Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, compromised, settled, or superseded may be adjusted or expunged on the Claims Register by the Debtors or the Reorganized Debtors without the Debtors or the Reorganized Debtors having to file an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest without any further notice to or action, order, or approval of the Court.

104. **A&R Credit Facility.** On the Effective Date, the Reorganized Debtors shall enter into the A&R Credit Facility, the terms of which will be set forth in the A&R Credit Facility Documents. Confirmation of the Plan pursuant to this Order shall be deemed final approval of each of the A&R Credit Facility, the A&R Credit Facility Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization for the Reorganized Debtors to enter into and execute the A&R Credit Facility Documents, and such other

documents as may be required to effectuate the A&R Credit Facility. Effectiveness of the A&R Credit Agreement shall be deemed to bind all Holders of Prepetition Credit Facility Claims and all A&R Credit Facility Lenders as if each such Holder or A&R Credit Facility Lender had executed the A&R Credit Facility Agreement with appropriate authorization.

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

106. **GUC Promissory Notes.** On the Effective Date, the Reorganized Debtors shall enter into the GUC Note Documents and issue the GUC Promissory Notes. The Reorganized Debtors shall issue additional GUC Promissory Notes from time to time after the Effective Date for the benefit of Holders of General Unsecured Claims in accordance with the Plan as and to the extent such Claims are Allowed. Confirmation of the Plan pursuant to this Order shall be deemed final approval of each of the GUC Promissory Notes, the GUC Note Purchase Agreement, the GUC Note Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization for the Reorganized Debtors to enter into and execute the GUC Note Documents, and such other documents as may be required to effectuate the GUC Promissory Notes.

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

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

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

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

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

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

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

114. For the avoidance of doubt, and as set forth in the GPX Excess Claims Stipulation, (i) the Debtors and Golden Pass shall not seek recovery from each other on account of any potential claims related to the GPX Project other than as set forth in the GPX Excess Claims Stipulation; (ii) the Debtors have no payment obligations, liability, or any other responsibility with respect to any GPX Claims identified on Schedule 1 to the GPX Excess Claims Stipulation or any Payable GPX Claims (as defined in the GPX Excess Claims Stipulation) identified on Schedule 2, Schedule 3, or Schedule 4 to the GPX Excess Claims Stipulation, except to the extent any GPX Claim not listed on the Schedules to the GPX Excess Claims Stipulation becomes an Allowed Claim or is Allowed in an amount higher than the amounts set forth on the Schedules through the Debtors' proof of claim resolution process in the Court, in which case the Debtors shall resolve and satisfy such Claims (in the amount that is higher than the amount in the Schedules, if any) pursuant to the terms of the Plan; (iii) Golden Pass has no further liability, obligation, or responsibility whatsoever under the GPX Settlement or any applicable agreement or law with respect to any Claims filed or scheduled in the Debtors' bankruptcy cases, including without limitation, any Allowed Claims, other than the Payable GPX Claims in the amounts identified on

Schedule 2, Schedule 3; and Schedule 4 to the GPX Excess Claims Stipulation; (iv) other than the Payable GPX Claims, all GPX Claims have been resolved and satisfied as of entry of this Order and are subject to each of the release, discharge, and injunctive relief provisions in the Plan, including as set forth in **Articles IV** and **VIII** of the Plan, and Golden Pass shall have no further liability, obligation, or responsibility whatsoever with respect to such claims; (v) upon Golden Pass's payment of the Payable GPX Claims in the amounts set forth in Schedule 2, Schedule 3, and Schedule 4 to the GPX Excess Claims Stipulation, the Payable GPX Claims will be deemed fully satisfied and subject to each of the release, discharge, and injunctive relief provisions in the Plan, including as set forth in **Articles IV** and **VIII** of the Plan, and Golden Pass shall have no further liability, obligation, or responsibility whatsoever with respect to such claims; (vi) Chiyoda, CB&I, and the current Chiyoda-CB&I joint venture on the GPX Project ("**CCJV-GPX**") shall have no further liability, obligation, or responsibility whatsoever with respect to GPX Claims satisfied by Golden Pass; and (vii) all release, discharge, and injunctive relief provisions in the Plan related to GPX Claims are approved as set forth herein and the Plan for the benefit of the Debtors, Golden Pass, and their Related Parties.

115. Consistent with the terms of the GPX Excess Claims Stipulation, upon entry of this Order and occurrence of the Effective Date of the Plan that incorporates, approves, and implements the stipulations and schedules of the GPX Excess Claims Stipulation, the GPX L/C and Parent Guarantee (as defined in the GPX Settlement Term Sheet) shall be deemed automatically reduced to the amount of the GPX L/C Scheduled Draws *less* the amount of the February 1, 2025 GPX L/C Scheduled Draw already paid by the Debtors in Cash pursuant to that certain letter agreement dated January 31, 2025, without any further notice to or action, order, or approval by any Entity or this Court. The Reorganized Debtors may pay any future GPX L/C Scheduled Draws in Cash subject

to the terms of the GPX Excess Claims Stipulation. The Reorganized Debtors shall pay the Excess Claims Amount (as defined in the GPX Excess Claims Stipulation) in Cash on or before August 1, 2026, which shall be an obligation solely of the Debtors (and their successors) and no other party. The Reorganized Debtors, Golden Pass, and the Prepetition Credit Facility Agent are authorized to execute all agreements and other documents, and to take any other ministerial actions, as may be necessary to effectuate the terms of this paragraph. Notwithstanding anything to the contrary herein or in any A&R Credit Facility Documents, the terms of the GPX Settlement with respect to the GPX L/C are modified solely as expressly set forth in the GPX Excess Claims Stipulation and incorporated in this paragraph.

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

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

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

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

120. Notwithstanding anything to the contrary in **Article VIII.C** of the Plan, the Debtors shall maintain all rights to object to Filed Claims and shall not release any claims or Causes of Action (i) identified on the Schedule of Retained Causes of Action, or (ii) related to the GPX Settlement that are preserved by the GPX Settlement Documents, the GPX Settlement Dispute Opinion, or the GPX Settlement Dispute Order. Upon entry of this Order, any and all such rights, claims, and Causes of Action set forth in this paragraph 120 and **Article VIII.C** shall be fully preserved and 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. As set forth on the record at the Combined Hearing and in **Article I.A.128.n** of the Plan, each Related Party of a Releasing Party shall be a Releasing Party solely to the extent an applicable principal Releasing Party is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law.

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

123. **Assumption and Assignment of Contracts and Leases.** On the Effective Date, each Executory Contract and Unexpired Lease shall be deemed assumed, unless such Executory Contract and Unexpired Lease: (1) is identified on the Rejection List; (2) previously expired or terminated pursuant to its own terms; (3) was previously assumed or rejected by the Debtors, including pursuant to the GPX Settlement; (4) is the subject of a motion or notice to reject pending

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

124. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in **Article V** of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption and assignment, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety. For the avoidance of doubt, if there is any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning

of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, and if such dispute is not resolved in a manner acceptable to the Reorganized Debtors in their sole discretion, the Reorganized Debtors shall have the right to add the applicable Executory Contract or Unexpired Lease to the Rejection List, in which case such Executory Contract or Unexpired Lease shall be deemed rejected as of the Effective Date and no Cure Claim shall be owed in respect of such Executory Contract or Unexpired Lease. The Reorganized Debtors may determine to add an Executory Contract or Unexpired List to the Rejection List pursuant to this paragraph before or after the Court rules on any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption. Following the resolution of any dispute regarding any Cure Claim, provided that the Reorganized Debtors do not elect to add the applicable Executory Contract or Unexpired Lease to the Rejection List, payment of the Cure Claim shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute or as may be agreed by the Reorganized Debtors and the counterparty to the Executory Contract or Unexpired Lease.

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

126. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure Claim pursuant to **Article V.C** of the Plan shall result in the full release and satisfaction of any Cure Claims, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory

Contract or Unexpired Lease at any time prior to the effective date of assumption. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to this Order, and for which any Cure Claim has been fully paid pursuant to **Article V.C** of the Plan, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Court.

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

128. **Deferred Compensation Plan and Other Employee Obligations.** Subject to **Article V** of the Plan, all written employment, confidentiality, non-competition agreements, bonus, gainshare and incentive programs, discretionary bonus plans or variable incentive plans regarding payment of a percentage of annual salary based on performance goals and financial targets for certain employees, vacation, holiday pay, severance, retirement, retention, supplemental retirement, executive retirement, pension, deferred compensation (including the Deferred Compensation Plan), indemnification, other similar employee-related agreements or arrangements, retirement income plans, medical, dental, vision, life and disability insurance, flexible spending account, and other health and welfare benefit plans, programs, and arrangements,

and collective bargaining agreements that are in effect immediately prior to the Effective Date with the Debtors, shall be assumed by the Debtors and shall remain in place as of the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date, unless otherwise: (i) provided in the Plan or this Order, (ii) specifically rejected pursuant to a separate order of this Court, (iii) specifically designated as a contract or lease to be rejected on the Rejection List, or (iv) specifically identified in a separate rejection motion Filed by the Debtors. For the avoidance of doubt, the Debtors' assumption of all obligations related to the Deferred Compensation Plan shall include any amounts due and owing to participants that have accrued under the Deferred Compensation Plan following the Petition Date.

129. The Debtors' assumption of such compensation and benefits plans, including the Deferred Compensation Plan, pursuant to the terms of this Plan shall be deemed not to trigger any applicable change of control, immediate vesting, termination, or similar provisions in any applicable plan or program, or an event of "Good Reason" (or a term of like import), in each case as a result of the consummation of the Restructuring Transactions. No counterparty shall have rights under a compensation and benefit plan or program, including the Deferred Compensation Plan, assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

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

term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable orders of this Court and applicable law.

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

132. **Compliance with Tax Requirements.** Each Holder of an Allowed Claim or Interests that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. In connection with the Plan, to the extent applicable, the Debtors, the Reorganized Debtors, the Distribution Agent, and any applicable withholding agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting

requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, the Reorganized Debtors, the Distribution Agent, and any applicable withholding agent, as applicable, are authorized to take all actions necessary or appropriate to comply with applicable withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors and the Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and similar spousal awards, Liens, and encumbrances.

133. **Exemption from Transfer Taxes and Recording Fees.** To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for any or all of the A&R Credit Facility, the Sunbelt Promissory Note, or the GUC Promissory Notes; (6) the issuance of the GUC Promissory Notes; (7) the issuance of the Sunbelt Promissory Note; or (8) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising

out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

134. **Documents, Mortgages, and Instruments.** Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the Plan, including the Restructuring Transactions, and this Order.

135. **Plan Supplement.** Without further order or authorization of this Court, the Debtors, Reorganized Debtors, and their successors are authorized and empowered to make all modifications to all documents included as part of the Plan Supplement that are consistent with the Plan, unless such modifications require relief under section 1127 of the Bankruptcy Code; *provided, however,* that the Debtors shall obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alternations, amendments, supplements, or modifications to the Plan Supplement impacting the treatment of Holders of General Unsecured Claims under the

Plan. Execution versions of the documents comprising or contemplated by the Plan Supplement shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all mortgages, Liens, deeds of trust, pledges, and security interests purported to be created thereby.

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

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

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

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

140. **Term of Injunctions or Stays.** Unless otherwise provided in the Plan or in this Order, all injunctions or stays arising under or entered during these Chapter 11 Cases under sections 105 and 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

141. **Nonseverability of Plan Provisions Upon Confirmation.** Each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted

or modified without the Debtors' or Reorganized Debtors' consent, as applicable; and (c) non-severable and mutually dependent.

142. **Post-Confirmation Modifications.** Without the need for further order or authorization of the Court, the Debtors or the Reorganized Debtors, as applicable, are authorized and empowered to make any and all modifications to any and all documents that are necessary to effectuate the Plan that do not materially modify the terms of such documents and are consistent with the Plan. The Debtors and the Reorganized Debtors expressly reserve their respective rights to revoke or withdraw, or to alter, amend, or modify materially the Plan with respect to such Debtors or Reorganized Debtors, one or more times after Confirmation, and any such alteration, amendment, or modification shall be considered a modification of the Plan and shall be made in accordance with section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and **Article X.A** of the Plan; *provided, however*, that the Debtors shall also obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alterations, amendments, supplements, or modifications to the Plan (including the Plan Supplement) impacting the treatment of Holders of General Unsecured Claims under the Plan.

143. **Notice of Entry of Confirmation and Effective Date.** In accordance with Bankruptcy Rules 2002 and 3020(c), no later than seven (7) Business Days after the Effective Date, the Reorganized Debtors shall file with the Court and serve by email and first class mail or overnight delivery service a notice of the entry of this Order and occurrence of the Effective Date (the "**Effective Date Notice**") on all Holders of Claims and/or Interests and to all parties on the *Master Service List* maintained by the Claims and Noticing Agent. Notwithstanding the above, no Effective Date Notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed notice of the Combined Hearing, but received such notice returned

marked "undeliverable as addressed," "moved, left no forwarding address," or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. Mailing of the Effective Date Notice in the time and manner set forth in this paragraph shall be good, adequate, and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c). No further notice of Confirmation of the Plan and the occurrence of the Effective Date will be necessary.

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

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

146. **Reporting.** Except as otherwise required under the A&R Credit Facility Documents, the Sunbelt Promissory Note, or the GUC Note Documents, after entry of this Order, the Debtors or Reorganized Debtors, as applicable, shall have no obligation to file with the Court, serve on any parties, or otherwise provide any party with any other report that the Debtors or Reorganized Debtors, as applicable, were obligated to provide under the Bankruptcy Code or any order of the Court, including obligations to provide (a) any reports to any parties otherwise required under the "first" and "second" day orders entered in these Chapter 11 Cases and (b) monthly

operating reports (even for those periods for which a monthly operating report was not filed before the Confirmation Date, if any); *provided* that the Debtors and Reorganized Debtors, as applicable, shall comply with the U.S. Trustee's post-confirmation quarterly reporting requirements prior to the closure of the applicable Chapter 11 Case.

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

148. **Authorization to Consummate.** The Debtors and the Reorganized Debtors, as applicable, are authorized to consummate the Plan after the entry of this Order subject to satisfaction or waiver of the conditions precedent to Consummation set forth in **Article IX** of the Plan; *provided, however*, that if the Debtors seek any waiver (in whole or in part) of the conditions precedent in **Article IX.A.1** or **Article IX.A.6**, the Debtors shall obtain the consent of the Committee.

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

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

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

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

153. **Provisions Regarding Committee and Cessation of Fees and Expense Payment.** **Article X.E** of the Plan shall be replaced in its entirety with the following:

> On the Effective Date, the Committee shall dissolve automatically and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases, except with respect to (i) final fee applications of the Professionals asserting Professional Fee Claims, including any appeals in connection therewith, and/or (ii) for purposes of participating in any appeals of the Confirmation Order. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred after the Effective Date by the members of or advisors to the Committee, other than such fees and expenses incurred in connection with any appeals of the Confirmation Order. Any reasonable and documented fees or expenses of the Committee or its advisors incurred between the Confirmation Date and the Effective Date (or after the Effective Date with respect to any appeals of the Confirmation Order) shall be paid by the Debtors or Reorganized

Debtors, as applicable, without the necessity of the filing of a fee application for such fees and expenses.

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

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

a. The Claims of the Texas Comptroller of Public Accounts, Revenue Accounting Division and the Texas Workforce Commission (together, the "**Texas State Taxing Authorities**") shall be reconciled by the Reorganized Debtors and the Texas State Taxing Authorities in the ordinary course of business following the Effective Date. Once any Claim by the Texas State Taxing Authorities becomes an Allowed Claim under the Plan, the Reorganized Debtors shall pay such Allowed Claim as an Other Priority Claim, along with all accrued state statutory post-petition interest to the extent owed under applicable state law, within 10 days of such Allowance.

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

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

156. **Provisions Regarding Texas Local Taxing Authorities**. Notwithstanding anything to the contrary in the Plan Documents, the claims of the Texas Local Taxing Authorities[3]

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

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

157. Should a Debtor or Reorganized Debtor default on a payment to a Texas Local Taxing Authority under the terms of the Plan or this Order, the applicable Texas Local Taxing

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Community College System, Houston Independent School District, Jefferson County, Katy Independent School District, Kenedy County, Kleberg County, Lone Star College System, Orange County, Nueces County and City of Pasadena.

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

158. **Provisions Regarding CPChem.** Notwithstanding anything to the contrary in the Plan Documents: (i) on the Effective Date, the Reorganized Debtors shall be deemed to have assumed: (a) the Master Agreement for Products and Services Maintenance Agreement, Contract No. CW64524, by and between Zachry Maintenance Services LLC and Chevron Phillips Chemical Company LP ("**CPChem**"), effective July 1, 2023 (as amended, modified or restated from time to time, together with all attachments, exhibits, and ancillary documents, the "**CPChem MSA**"); (b) the Blanket Contract for Engineering Design, Procurement and Construction Services, Contract No. CPC-34116, by and between ZII (with other Zachry contractors also a party through permissible affiliation with ZII) and CPChem, effective October 1, 2020; (c) the Modified Blanket Services Agreement, Contract No. 4600006406, by and between JV Industrial Companies LLC and CPChem, effective April 11, 2006; (d) the OSBL Engineering, Procurement, and Construction Contract, Contract No. USGCII-CNCN-000E4, by and between GTPC, ZII, and Burns & McDonnell Engineering Company, Inc. dated June 28, 2022, (as amended, modified or restated from time to time, together with all attachments, exhibits, and ancillary documents); (e) the Polyethylene Engineering, Procurement and Construction Contract, Contract No. USGCII-CNCN-000E1, by and between GTPC, ZII, and DL USA, Inc., dated July 7, 2022 (as amended, modified, or restated from time to time, together with all attachments, exhibits, and ancillary documents);

and (f) the Blanket Service Agreement, Contract No. 4600005747, effective October 23, 2008, to the extent not superseded by the CPChem MSA; and (g) any active or open purchase order submitted by CPChem to the Debtors under the foregoing agreements (collectively, (a)-(g), the "**CPChem Agreements**"), pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice, action, order, or approval of the Court; (ii) no Cure Claim in Cash shall be paid to CPChem by the Reorganized Debtors on the Effective Date; (iii) assumption of the CPChem Agreements and Consummation of the Plan shall not alter, impair or otherwise modify the rights and obligations of the parties to the CPChem Agreements, including in respect of any claims of the Debtors, the Reorganized Debtors, CPChem, or their respective Affiliates, as applicable, arising at any time under or in relation to the CPChem Agreements, whether such claims are liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, now existing or hereinafter arising; (iv) notwithstanding the commencement of the Chapter 11 Cases and confirmation of the Plan, all obligations of the Debtors, the Reorganized Debtors, and CPChem under the CPChem Agreements shall be satisfied by the Debtors, the Reorganized Debtors, and CPChem, as applicable, in the normal course of business in accordance with the terms of the CPChem Agreements, including, for the avoidance of doubt, any contingent and unliquidated obligations of the Debtors and Reorganized Debtors validly owed to CPChem under the CPChem Agreements; and (v) CPChem is hereby deemed, as of the Effective Date, to have affirmatively opted out of the Third-Party Release provisions of the Plan. For the avoidance of doubt, references to CPChem herein shall refer to both Chevron Phillips Chemical Company, LLC as well as Chevron Phillips Chemical Company, LP.

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

with the terms of the GTPC EPC Contracts, including, for the avoidance of doubt, any contingent and unliquidated obligations of the Debtors and Reorganized Debtors validly owed to GTPC under the GTPC EPC Contracts; and (v) as an administrative matter, GTPC is hereby deemed, as of the Effective Date and without any further action, notice, or order by any party or this Court, to have (x) withdrawn Claim Nos. 1284 and 1285 as duplicative of Claim Nos. 1242 and 1243 (which shall remain pending) and (y) affirmatively opted out of the Third-Party Release provisions of the Plan.

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

respect to the VGPL Performance Bonds and VGPL Payment Bonds (such agreements, together with the VGPL Performance Bonds and the VGPL Payment Bonds, the "**VGPL Surety Bond Obligations**"); and (e) that certain Second Amended and Restated Engineering, Procurement and Construction Agreement, entered into as of January 7, 2022, and that certain Engineering, Procurement and Construction Agreement, entered into as of January 10, 2023 (as amended together, the "**PLNG EPC Contracts**") with KZJV LLC, and any other agreements setting forth the parties' respective rights and obligations under the PLNG EPC Contracts (collectively, the "**PLNG EPC Contracts Obligations**"), shall all continue in full force and effect in accordance with the terms thereof and applicable non-bankruptcy law and are not discharged, enjoined, impaired, released or otherwise modified in any way. For the avoidance of doubt, nothing in the Plan or this Order, including, without limitation, any exculpation, release, injunction, exclusions, and discharge provisions of the Plan contained in **Article VIII** of the Plan or otherwise, shall bar, alter, limit, impair, release, modify, enlarge, or enjoin any VGPL Guaranty Obligations, any VGPL Surety Bond Obligations, PLNG EPC Contracts Obligations and/or any rights, claims, actions or defenses, or other matters to which VGPL is entitled under such VGPL Guaranty Obligations, VGPL Surety Bond Obligations, or PLNG EPC Contracts Obligations at law, in equity, or otherwise. The VGPL Guaranties, the VGPL Payment Bonds, the VGPL Performance Bonds, the PLNG EPC Contracts, and all VGPL Guaranty Obligations, VGPL Surety Bond Obligations, PLNG EPC Contracts Obligations, and any rights, claims, actions or defenses, or other matters to which the Reorganized Debtors or VGPL are entitled under such agreements or obligations, at law, in equity, or otherwise, shall be reinstated and/or retained by the Reorganized Debtors and VGPL, as applicable, in the ordinary course of business as if the Chapter 11 Cases had not been commenced. Nothing in the Plan or this paragraph shall affect in any way VGPL's rights against

any non-Debtor under the VGPL Guaranties, VGPL Payment Bonds, VGPL Performance Bonds, PLNG EPC Contracts, or otherwise with regard to the VGPL Guaranty Obligations, VGPL Surety Bond Obligations, and PLNG EPC Contracts Obligations. Subject to **Article VIII** of the Plan, nothing in this paragraph shall affect in any way any non-Debtor's rights against VGPL under the VGPL Guaranties, VGPL Payment Bonds, VGPL Performance Bonds, PLNG EPC Contracts, or otherwise with regard to the VGPL Guaranty Obligations, VGPL Surety Bond Obligations, and PLNG EPC Contracts Obligations.

161. **OPPD Reservation of Rights.** Notwithstanding anything to the contrary in the Plan Documents: (i) nothing contained in the Plan Documents shall operate to release, discharge, impair, or enjoin any rights, obligations, Claims, Causes of Action, defenses, or remedies of Omaha Public Power District ("**OPPD**"), the Debtors, or the Reorganized Debtors, as applicable, against the Debtors, Reorganized Debtors, OPPD, or any Person, as applicable, accruing before, on, or after the Effective Date as it relates to that certain *Engineer, Procure, and Construct Contract for Omaha Public Power District Standing Bear Lake and Turtle Creek Generating Stations* (Contract No. 263406) dated September 21, 2021, as amended by those certain *Amendment No. 1 and Amendment No. 2 to Engineer, Procure, and Construct Contract for Omaha Public Power District Standing Bear Lake and Turtle Creek Generating Stations* (Contract No. 263406) dated August 13, 2024 (together with all amendments, exhibits, schedules, and ancillary agreements and documents thereto, the "**OPPD Contract**"), or the adversary proceeding, pending before the Court at Adversary Number 25-03025; (ii) all parties' rights, remedies, and obligations under the OPPD Contract are explicitly preserved, and all terms of the OPPD Contract remain fully enforceable after the Effective Date notwithstanding the Plan Injunction; and (iii) OPPD is hereby deemed, as of the Effective Date, to have affirmatively opted out of the Third-Party Release

provisions of the Plan and is not bound by the Third-Party Release or any other provision contained in the Plan Documents purporting to release, discharge, impair, or enjoin OPPD's rights, Claims, Causes of Action, or remedies against any non-Debtor, including Travelers Casualty and Surety Company and Pacific Indemnity Company, who issued performance and payment bond no. 107261753/82455022 (the "**OPPD Surety Bonds**"). All of OPPD's rights (whatever such rights may or may not be) are hereby explicitly preserved against the OPPD Surety Bonds.

162. **Provisions Regarding Element Fleet**. Notwithstanding anything to the contrary set forth in the Plan or this Order, (i) on the Effective Date, the Reorganized Debtors shall be deemed to have assumed (a) the Master Lease Agreement dated July 1, 2008, executed by Zachry Industrial, Inc. (together with any and all amendments); (b) the Master Services Agreement dated July 1, 2008, executed by Zachry Industrial, Inc. (together with any and all amendments, and addenda); (c) the Vehicle Fleet Open-End Lease Agreement dated April 18, 2022, executed by Zachry Maintenance Services, LLC (together with any and all amendments, and addenda); (d) the Master Services Agreement dated April 18, 2022, executed by Zachry Maintenance Services, LLC (together with any and all amendments, and addenda); (e) the Continuing Guaranty of Payment dated June 23, 2008, executed by ZHI; and (f) the Continuing Guaranty of Payment dated March 28, 2022, executed by ZHI (collectively, (a)-(f), the "**Element Contracts**" and items (e) and (f), collectively, the "**Guaranty Agreements**"); (ii) no Cure Claim in Cash shall be paid to Element Fleet Corporation ("**Element**") by the Reorganized Debtors on the Effective Date; (iii) to the extent either or both of the Guaranty Agreements are not executory contracts capable of being assumed under section 365 of the Bankruptcy Code they shall not be subject to the discharge (**Article VIII**), re-vesting of assets (**Article IV.E**) or cancellation of instruments (**Article IV.I**) provisions of the Plan and shall remain enforceable in accordance with their terms and applicable non-bankruptcy

law following the Effective Date; (iv) following the Effective Date, any payments under the Element Contracts shall be made in the ordinary course of business pursuant to the terms of the Element Contracts and without regard to the discharge provisions of **Article V.A** of the Plan; (iv) following the Effective Date, the Reorganized Debtors and Element may exercise any rights of set off and/or recoupment under the Element Contracts in accordance with the terms of the Element Contracts, and Element shall not be obligated to file a motion by the Confirmation Date under **Article VI.J** of the Plan; (v) the retention of jurisdiction provision in **Article XI.3** of the Plan shall not apply to the Element Contracts after the Effective Date; and (vi) as an administrative matter, Element is hereby deemed, as of the Effective Date and without any further action, notice, or order by any party or this Court, to have withdrawn Claim Nos. 1238, 1239, and 1240.

163. **Provisions Regarding Reynolds**. Notwithstanding anything to the contrary in the Plan Documents: (i) D. Reynolds Company, d/b/a The Reynolds Company ("**Reynolds**") is hereby deemed, as of the Effective Date, to have affirmatively opted out of the Third-Party Release provisions of the Plan and is not bound by the Third-Party Release; (ii) confirmation of the Plan shall not release, discharge, impair, or enjoin Reynolds' rights, Claims, or remedies against any non-Debtor, including BMZ Third Coast Partners ("**BMZ**"), Burns & McDonald Engineering Company, Inc., and the Sureties (Travelers Casualty and Surety Company of America and Pacific Indemnity Company), subject to the terms of this paragraph; (iii) as set forth in **Article II.A** of the Plan, any Administrative Claims of Reynolds that accrued in the ordinary course of business after the Petition Date may be paid by the Debtors or Reorganized Debtors, as applicable, in the ordinary course of business, to the extent not otherwise paid as Cure Claims on the Effective Date; and (iv) confirmation of the Plan shall not release, discharge, impair, or enjoin Reynolds' rights, claims, or remedies against any Person accruing on or after the Effective Date. On the Effective Date, as a

Cure Claim, the Debtors shall pay to Reynolds the sum of $9,459,022.55 which payment shall be deemed to fully satisfy: (a) Proof of Claim No. 64 filed by Reynolds, and (b) any Claim which Reynolds may have or assert against the Sureties, whether based on the Claim reflected in Proof of Claim No. 64, any other Claim against the Debtors, or otherwise, and Reynolds shall not assert against the Sureties any such Claims that are actually satisfied pursuant to this paragraph. Proof of Claim No. 65 relating to BMZ shall be deemed as withdrawn based upon the terms of this provision. Reynolds's objections to confirmation of the Plan [Docket Nos. 1859, 2239, 2322] are resolved by this paragraph.

164. **Provisions Regarding Encina.** Notwithstanding anything to the contrary in the Plan Documents, including **Article VII.E** of the Plan, Claim No. 1753 filed by Encina Development Group, LLC ("**Encina**") shall be deemed timely filed if the Court grants Encina's *Emergency Motion to Permit Filing Proof of Claim After Bar Date* [Docket No. 2120] (the "**Encina Motion**"). The hearing on the Encina Motion shall be adjourned to no earlier than April 1, 2025 at 3:00 p.m. (prevailing Central Time), or such other date and time agreed by the Debtors and Encina or ordered by the Court. *Encina Development Group LLC's Objection to Confirmation of the Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2315] shall be deemed withdrawn.

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

166. **Provisions Regarding the Sureties**. No provision of the Plan Documents shall bar, release, impair, expand, alter, modify, amend, transfer, limit, enjoin, prime, or subordinate the rights, claims, and defenses of Travelers Casualty & Surety Company of America, Pacific Indemnity Company, or any of the foregoing's parent companies, affiliates, and/or successors (each a "**Surety**", and collectively, the "**Sureties**") under (1) any surety bonds by the Sureties (collectively, the "**Existing Surety Bonds**"), (2) any indemnity agreements or other agreements between any Surety and any Debtor in these bankruptcy cases related to the Existing Surety Bonds (the "**Prepetition Indemnity Agreements**"), or (3) the terms, conditions, rights, claims, defenses, and/or obligations of the Sureties or of the Debtors under the Existing Surety Bonds or the Prepetition Indemnity Agreements. The Reorganized Debtors have and are hereby deemed to assume *cum onere* the Existing Surety Bonds and Prepetition Indemnity Agreements, and any and all obligations thereunder, without regard to and without the necessity of any determination as to whether the Existing Surety Bonds or the Surety Indemnity Agreements are executory contracts or whether such agreements are financial accommodations, as those terms are defined or used in the Bankruptcy Code, and the Sureties are hereby deemed to have consented to the Debtors' assumption of the Existing Surety Bonds and Prepetition Indemnity Agreements. All obligations of the Debtors and the Sureties under the Existing Surety Bonds and Prepetition Indemnity Agreements shall be satisfied by the Debtors and the Sureties, as applicable, in the normal course of business in accordance with the terms of the applicable agreements. The Reorganized Debtors shall execute new indemnity agreements in favor of, and in a form acceptable to, in their sole discretion, each of the Sureties (the "**Post-Confirmation Indemnity Agreements**") in forms substantially the same as the Prepetition Indemnity Agreements; *provided, however*, that (1) the execution of the Post-Confirmation Indemnity Agreements shall be deemed cumulative relief and

any failure to execute the same shall not impact the liability of the Reorganized Debtors under the Existing Surety Bonds or the Prepetition Indemnity Agreements, and (2) nothing shall obligate the Sureties to issue new surety bonds or renew any Existing Surety Bonds or bar, enjoin, or stay the Sureties from demanding collateral or exercising any other of the Sureties' rights, claims, and defenses, in each case subject in all respects to the terms and conditions of the Existing Surety Bonds, Prepetition Indemnity Agreements, and Post-Confirmation Indemnity Agreements, as applicable. The Sureties shall be deemed to have opted out of the Third-Party Release provided in **Article VIII.D** of the Plan, and such Third-Party Release shall not be applicable to the Sureties. Notwithstanding any other provision of the Plan Documents, the Sureties shall not be enjoined from enforcing any rights under the Existing Surety Bonds and the Prepetition Indemnity Agreements. As an administrative matter and in consideration of the Reorganized Debtors' assumption of the obligations as set forth in this paragraph, the Sureties are hereby deemed, as of the Effective Date, to have withdrawn all proofs of claim filed in the Chapter 11 Cases, including, for the avoidance of doubt, Claim Nos. 1210, 1216, 1217, 1218, 1219, 1220, 1222, 1223, 1224, 1247, 1367, 1371, 1374, 1376, 1378, 1385, 1388, 1389, 1394, 1398, 1402, 1403, 1405, 1406, 1408, 1412, 1414, 1416, 1417, 1418, and 1155, without any further action, notice, or order by any party or this Court. For the avoidance of doubt, the Debtors and the Sureties reserve all rights, defenses, and claims under the Existing Surety Bonds and Prepetition Indemnity Agreements, which are preserved notwithstanding anything to the contrary in the Plan Documents.

167. **Provisions Regarding Zurich and Chubb**. Notwithstanding anything to the contrary in the Plan Documents, any agreement or order related to post-petition or exit financing, any bar date notice or claim objection, any notice of any cure amount or claim, any document related to any of the foregoing, or any other order of the Court (including, without limitation, any

other provision that purports to be preemptory or supervening, confers Court jurisdiction, grants an injunction, discharge or release, or requires a party to opt out of any releases):

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

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

c. nothing therein releases or discharges the Zurich Claims or the claims of Chubb (including, without limitation any Cure Claim, claim for reimbursement of any deductible or self-insured retention that Chubb pays on behalf of the Debtors or Reorganized Debtors, as applicable, arising under the Chubb Insurance Program (regardless of whether all or any part of such claims arise or become liquidated before or after the Petition Date, effectiveness of the Plan or conversion of one or more of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, the "**Chubb Claims**")), and further, the Zurich Claims and the Chubb Claims are actual and necessary expenses of the Debtors' estates (or the Reorganized Debtors, as applicable) and shall be paid in full in the ordinary course of business, whether as an Allowed Administrative Claim under section 503(b)(1)(A) of the Bankruptcy Code or otherwise, regardless of when such amounts are or shall become liquidated, due or paid, without the need or requirement for either Zurich or Chubb to file or serve a request, motion, or application for payment of or proof of any Proof of Claim, Cure Claim (or any objection to

cure amounts/notices), or Administrative Claim (and further and for the avoidance of doubt, any claim bar date shall not be applicable to either Zurich or Chubb);

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

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

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

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

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

168. **Provisions Regarding Personal Injury Claims.** Notwithstanding anything to the contrary in Plan Documents, the Plan Documents shall not impair any right of the Adams Plaintiffs,[4] Andres Plaintiffs,[5] or Martinez Plaintiffs[6] to litigate any timely filed, personal injury General Unsecured Claim to final judgment or settlement against the Debtors in name only, and, if successful, to recover on such Claim from any third-party that provides insurance coverage or indemnification to the Debtors, subject to applicable non-bankruptcy law and any applicable agreements governing such insurance coverage or indemnification between such third-parties and the Debtors; *provided*, *however*, the foregoing shall not apply to any Claim released pursuant to the Third-Party Release set forth in the Plan to the extent any Holder of a Claim elects not to opt-out of the Third-Party Release. To the extent any such insurance coverage or indemnification is insufficient to provide the treatment to an Allowed Claim required by **Article III** of the Plan, the

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

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

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

Holder of such Allowed Claim shall have an Allowed General Unsecured Claim against the applicable Debtor's estate for the deficiency.

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

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

b. Upon assumption of the FLNG JV Agreements, the FLNG JV Parties shall continue to abide and be bound by all terms of the FLNG JV Agreements as if the Debtors had not filed any bankruptcy, without regard to whether any payment obligations arising under the FLNG JV Agreements accrued prepetition or postpetition, including, without limitation, any indemnities, cost-sharing or risk-sharing provisions, or parent company guaranties provided for under the FLNG JV Agreements, including with respect to any liabilities adjudicated or settled, whether in the past, present, or future, in accordance with the applicable FLNG JV Agreements, in connection with the following actions and any appeals thereof: (a) *FLNG Liquefaction, LLC, et al. v. CB&I Inc., et al.*, Adv. Pro. No. 24-03195 (MI) (the "**FLNG Motor Defect Claim**"); (b) *FLNG Liquefaction, LLC, et al. v. Zachry Industrial, Inc., et al.*, Adv. Pro. No. 24-03189 (MI) (the "**FLNG Subrogation Claim**"); and (c) *Allianz Global Risks US Insurance Co., et al. v. Zachry Industrial, Inc., et al.*, Adv. Pro. No. 24-03190 (MI) (the "**Allianz Subrogation Claim**," and together with the FLNG Motor Defect Claim and the FLNG Subrogation Claim, the "**FLNG Litigation Claims**").

c. By assuming the FLNG JV Agreements, the Debtors retain all rights under the FLNG JV Agreements, including with respect to the FLNG JVs'

property, and specifically, the FLNG JVs' insurance policies and the proceeds thereof, to the same extent as such rights existed prepetition.

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

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

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

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

h. Nothing in this paragraph 169 modifies the terms of the GPX Settlement, including the releases by the GPX Settlement Parties under the GPX Settlement, or the terms of the GPX Settlement Dispute Opinion or GPX Settlement Dispute Order. Notwithstanding anything to the contrary in this Order, the Plan, the Disclosure Statement, or any other order of this Court in these chapter 11 cases, to the extent there is any inconsistency between this Order and the GPX Settlement Documents, or between the Plan and the GPX Settlement Documents, with respect to the terms of the GPX Settlement, the GPX Settlement Documents shall control.

170. **Effect of Conflict.** This Order supersedes any Court order issued prior to the Confirmation Date that may be inconsistent with this Order. In the event of an inconsistency

between this Order and the Plan, the Disclosure Statement, or the Plan Supplement, this Order shall control.

171. **Requests to Waive Stay of Order.** The rights of the Debtors and Reorganized Debtors, as applicable, are fully reserved and preserved to request, including on an emergency basis, that the Court waive any stay of this Confirmation Order under any Bankruptcy Rule for good cause shown.

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

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

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

Signed: February 27, 2025

Marvin Isgur
United States Bankruptcy Judge

Exhibit A

Plan

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

In re:	)	Chapter 11
ZACHRY HOLDINGS, INC., *et al.*[1]	)	Case No. 24-90377 (MI)
Debtors.	)	(Jointly Administered)

FURTHER MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ZACHRY HOLDINGS, INC. AND ITS DEBTOR AFFILIATES

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Counsel to the Debtors and Debtors in Possession

Dated: February 23, 2025
Houston, Texas

[1] The last four digits of Zachry Holdings, Inc.'s tax identification number are 6814. A complete list of each of the Debtors in these Chapter 11 Cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' Claims and Noticing Agent at www.veritaglobal.net/ZHI. The location of the Debtors' service address in these Chapter 11 Cases is: P.O. Box 240130, San Antonio, Texas 78224.

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INTRODUCTION

Zachry Holdings, Inc. and the other above-captioned debtors and debtors in possession (collectively, the "**Debtors**") propose this Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in **Article I.A** of this Plan. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of this Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THIS PLAN ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in this Plan, capitalized terms have the meanings set forth below.

1. "A&R Credit Facility" means the Prepetition Credit Facility as amended and restated in accordance with the terms of this Plan and the A&R Credit Facility Documents.

2. "A&R Credit Facility Agent" means the Prepetition Credit Facility Agent, in its capacity as administrative agent under the A&R Credit Facility.

3. "A&R Credit Facility Documents" means any documents governing the A&R Credit Facility, including the A&R Credit Facility Term Sheet, the Exit Intercreditor Agreement, and any amendments, modifications, and supplements thereto, and together with any related commitments, notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

4. "A&R Credit Facility Lenders" means, collectively, the lenders under the A&R Credit Facility.

5. "A&R Credit Facility Term Sheet" means the term sheet describing the material terms of the A&R Credit Facility, attached as Schedule 1 to Exhibit A of the *Notice of Filing of the Third Plan Supplement* [Docket No. 2316].

6. "Administrative Claim" means a Claim for costs and expenses of administration of the Estates under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the Chapter 11 Cases; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930; and (d) Adequate Protection Superpriority Claims (as defined in the Cash Collateral Order).

7. "Affiliate" means, with respect to any Entity, all Entities that would fall within the definition assigned to such term in section 101(2) of the Bankruptcy Code if such Entity was a debtor in a case under the Bankruptcy Code.

8. "Allowed" means, with respect to any Claim or Interest, a Claim or an Interest expressly allowed under the Plan, under the Bankruptcy Code, or by a Final Order, as applicable.

9. "Assumption List" means the list of Executory Contracts and Unexpired Leases that shall be assumed by the Debtors pursuant to the Plan attached as Exhibit B to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150] and as may be amended from time to time.

10. "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

11. "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Texas.

12. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

13. "Bar Date" means the applicable deadline set by the Bankruptcy Court pursuant to this Plan, the Bar Date Order, or other Final Order by which Proofs of Claim must be filed with respect to a Claim.

14. "Bar Date Order" means the *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(B)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including Section 503(B)(9) Requests, (IV) Approving Notice of Bar Dates, and (V) Granting Related Relief* [Docket No. 636].

15. "Business Day" means any day, other than a Saturday, Sunday, or "legal holiday" (as such term is defined in Bankruptcy Rule 9006(a)).

16. "Cash" means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

17. "Cash Collateral" has the meaning set forth in section 363(a) of the Bankruptcy Code.

18. "Cash Collateral Order" means either a further interim or final cash collateral order, based upon the *Seventh Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 2135].

19. "Cause of Action" means, without limitation, any Claim, Interest, claim, damage, remedy, cause of action, controversy, demand, right, right of setoff, action, cross claim, counterclaim, recoupment, claim for breach of duty imposed by law or in equity, action, Lien, indemnity, contribution, reimbursement, guaranty, debt, suit, class action, third-party claim, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, direct or indirect, choate or inchoate, liquidated or unliquidated, suspected or unsuspected, disputed or undisputed, secured or unsecured, assertable or existing directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, statutory or otherwise, under the Bankruptcy Code or applicable non-bankruptcy law, or pursuant to any other theory of law. For the avoidance of doubt, Causes of Action include: (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, or 553 of the Bankruptcy Code or similar non-U.S. or state law; and (d) such claims and defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

20. "CB&I" means CB&I LLC, a wholly owned subsidiary of McDermott International, Inc.

21. "CCZJV-GPX" means the hybrid joint venture between ZII, CB&I, and Chiyoda with respect to the GPX Project.

22. "Chapter 11 Cases" means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

23. "Chiyoda" means Chiyoda International Corporation.

24. "Claim" means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

25. "Claims and Noticing Agent" means Verita Global, LLC, formerly known as Kurtzman Carson Consultants, LLC, as claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

26. "Claims Objection Deadline" means ninety (90) calendar days after the Effective Date, subject to extension as set forth in **Article VII.A** hereof.

27. "Claims Register" means the official register of Claims against and Interests in the Debtors maintained by the Claims and Noticing Agent.

28. "Class" means a class of Claims or Interests as set forth in **Article III** hereof pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

29. "CM/ECF" means the Bankruptcy Court's Case Management and Electronic Case Filing system.

30. "Committee" means the Statutory Unsecured Claimholders' Committee, appointed by the U.S. Trustee pursuant to section 1102 of the Bankruptcy Code on June 4, 2024 [Docket No. 176] and reconstituted by the U.S. Trustee on January 27, 2025 [Docket No. 2003].

31. "Confirmation" means the Bankruptcy Court's entry of the Confirmation Order on the docket of the Chapter 11 Cases.

32. "Confirmation Date" means the date upon which the Bankruptcy Court confirms this Plan pursuant to section 1129 of the Bankruptcy Code.

33. "Confirmation Hearing" means the hearing held by the Bankruptcy Court on the confirmation of this Plan, pursuant to Bankruptcy Rule 3020(b)(2) and sections 1128 and 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

34. "Confirmation Order" means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which shall be in form and substance reasonably satisfactory to the Debtors and the Committee and consistent in all material respects with the terms and conditions of the Plan.

35. "Consummation" means the occurrence of the Effective Date.

36. "Convenience Claim" means any Claim that would otherwise be a General Unsecured Claim that is (a) Allowed in the Convenience Claim Amount or less, or (b) irrevocably reduced to the Convenience Claim Amount at the election of the Holder of an Allowed General Unsecured Claim as evidenced on the ballot timely and validly submitted by such Holder, pursuant to the solicitation procedures approved under the Disclosure Statement Order; *provided*, *however*, that General Unsecured Claims may not be subdivided into multiple Claims of the Convenience Claim Amount or less for purposes of receiving treatment as a Convenience Claim.

37. "Convenience Claim Amount" means $25,000.00.

38. "Cure Claim" means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor's defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under section 365

of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

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

40. "Debtors" has the meaning set forth in the introduction hereof.

41. "Deferred Compensation Plan" means the supplemental non-qualified deferred compensation plan providing tax deferred income for certain employees of the Debtors.

42. "Deferred Compensation Plan Claims" means any Claim against any Debtor derived from, based upon, or arising under the Deferred Compensation Plan.

43. "Disallowed" means, with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtors which: (i) has been disallowed, in whole or in part, by a Final Order; (ii) has been withdrawn by agreement of the Holder thereof and the Debtors or Reorganized Debtors in whole or in part; (iii) has been withdrawn, in whole or in part, by the Holder thereof; (iv) if listed in the Schedules as zero or as Disputed, contingent, or unliquidated and in respect of which a Proof of Claim or a proof of Interest, as applicable, has not been timely filed or deemed timely filed pursuant to this Plan, the Bankruptcy Code, any Final Order, or other applicable law; (v) has been reclassified, expunged, subordinated, or estimated to the extent that such reclassification, expungement, subordination, or estimation results in a reduction in the filed amount of any Proof of Claim or proof of Interest; (vi) is evidenced by a Proof of Claim or a proof of Interest which has been filed, or which has been deemed to be filed under applicable law or order of the Bankruptcy Court, or which is required to be filed by order of the Bankruptcy Court, but as to which such Proof of Claim or proof of Interest was not timely or properly filed; (vii) is unenforceable to the extent provided in sections 502(b) or 502(e) of the Bankruptcy Code, including because such Claim asserts a right of reimbursement or contribution that is contingent as of the Effective Date; or (viii) subject to the Debtor Release, where the holder of a Claim is a Person or Entity from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, unless such Person, Entity or transferee has paid the amount, or turned over any such property, for which such Person, Entity, or transferee is liable under sections 522(i), 542, 543, 550, or 553 of the Bankruptcy Code. In each case a Disallowed Claim or a Disallowed Interest is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination, or estimation.

44. "Disclosure Statement" means the disclosure statement in respect of this Plan, including all exhibits and schedules thereto, as approved or ratified by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

45. "Disclosure Statement Order" means one or more orders entered by the Bankruptcy Court: (i) finding that the Disclosure Statement (including any amendment, supplement, or modification thereto) contains adequate information pursuant to section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017, and (ii) authorizing the use of the Disclosure Statement for soliciting votes on the Plan.

46. "Disputed" means, as to a Claim or an Interest, a Claim or an Interest that is (a) neither Allowed nor Disallowed under this Plan or a Final Order, nor deemed Allowed under sections 502, 503, or 1111 of the Bankruptcy Code; (b) subject to an objection or a request for estimation Filed by the Claims Objection Deadline by any party in interest, and such objection or request for estimation has not been withdrawn or determined by a Final Order; or (c) is contingent or unliquidated and not otherwise Allowed by a Final Order.

47. "Distribution Agent" means the Reorganized Debtors or the Entity or Entities selected by the Debtors or the Reorganized Debtors, as applicable, to make or facilitate distributions pursuant to this Plan for all Claims other than General Unsecured Claims.

48. "Distribution Record Date" means the record date for purposes of making distributions under this Plan on account of Allowed Claims, which shall be the Effective Date.

49. "Effective Date" means the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect and (b) all conditions precedent to the occurrence of the Effective Date set forth in **Article IX.A** of this Plan have been satisfied or waived in accordance with **Article IX.B** of this Plan. Any action to be taken on the Effective Date may be taken on the Effective Date or as soon as reasonably practicable thereafter.

50. "Employee Obligations" means any existing obligations to employees, independent contractors, and retirees of the Debtors to be assumed, Reinstated, or honored, as applicable, in accordance with **Article IV.L** of this Plan, including the Deferred Compensation Plan.

51. "Entity" means any entity, as defined in section 101(15) of the Bankruptcy Code.

52. "Equity Security" means any equity security, as defined in section 101(16) of the Bankruptcy Code, in a Debtor.

53. "Estate" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

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

55. "Executory Contract" means a contract to which one or more of the Debtors are a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

56. "Exit Intercreditor Agreement" means that certain junior lien intercreditor agreement (which shall be consistent in all material respects with the terms set forth in the term sheet attached as **Exhibit B** to the Confirmation Order), by and among the A&R Credit Facility Agent, as agent under the A&R Credit Facility, Sunbelt, as lender under the Sunbelt Promissory Note and the GUC Note Collateral Agent, as collateral agent under the GUC Note, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

57. "Federal Judgment Rate" means the federal judgment rate in effect as of the Petition Date.

58. "File" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases. "Filed" and "Filing" shall have correlative meanings.

59. "Final Order" means, as applicable, an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the relevant subject matter, that has not been reversed, stayed, modified, or amended and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing has been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; *provided*, *however*, for the avoidance of any doubt, an order or judgment that is subject to appeal shall not constitute a Final Order even if a stay of such order or judgment pending resolution of the appeal has not been obtained; *provided, further,* that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order will not preclude such order from being a Final Order.

60. "General Unsecured Claim" means any Unsecured Claim against the Debtors that is not: (a) an Administrative Claim; (b) a Professional Fee Claim; (c) a Priority Tax Claim; (d) a Restructuring Expense; (e) an Other Priority Claim; (f) a Deferred Compensation Plan Claim; (g) a Convenience Claim; or (h) an Intercompany Claim. For the avoidance of doubt, General Unsecured Claims include (x) Claims resulting from the rejection of Executory Contracts and Unexpired Leases, and (y) Claims resulting from litigation against one or more of the Debtors, arising prior to the Petition Date.

61. "Golden Pass" means Golden Pass LNG Terminal LLC, f/k/a Golden Pass Products LLC.

62. "Governing Body" means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Reorganized Debtors, as applicable.

63. "Governmental Unit" means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

64. "GPX Administrative Claims" means GPX Claims for amounts due in connection with the GPX Project incurred by ZII between May 21, 2024 and July 25, 2024 that constitute Administrative Claims.

65. "GPX Claims" means Claims for ZII's obligations to vendors and subcontractors (including ZII's share of Pool A and Pool B obligations of CCZJV-GPX and MZJV-GPX, respectively, but excluding obligations to ZII and its affiliates) for amounts validly due for goods and/or services in respect of the GPX Project.

66. "GPX Direct Payment Cap" means the Direct Payment Cap (as defined in the GPX Settlement Documents).

67. "GPX Excess Claims Stipulation" means the joint stipulation of facts and agreed determination between the Debtors and Golden Pass determining the amount of Excess Claims (as defined in the GPX Settlement Term Sheet, attached as Exhibit A to the GPX Interim Settlement Order) under the GPX Settlement, attached as Exhibit G to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150].

68. "GPX Final Settlement Order" means the *Final Order (I) Approving the Settlement By and Among the Debtors, Golden Pass LNG Terminal LLC, CB&I LLC, Chiyoda International Corporation, and CCZJV (II) Authorizing the Parties to Perform Any and All Obligations Contemplated By the Settlement, and (III) Granting Related Relief* [Docket No. 744].

69. "GPX Interim Settlement Order" means the *Interim Order (I) Approving the Settlement By and Among the Debtors, Golden Pass LNG Terminal LLC, CB&I LLC, Chiyoda International Corporation, and CCZJV (II) Authorizing the Parties to Perform Any and All Obligations Contemplated By the Settlement, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Docket Nos. 610 (Sealed); 625 (Redacted)].

70. "GPX L/C" means the *Irrevocable Standby Letter of Credit*, No. 3139428, dated February 25, 2019, as amended, issued by the GPX L/C Issuer.

71. "GPX L/C Issuer" means the Prepetition Credit Facility Agent.

72. "GPX L/C Permitted Draws" means Golden Pass's right, pursuant to the terms of the GPX Settlement, to make the GPX L/C Scheduled Draws; *provided*, *however*, that pursuant to **Article IV.B** hereof and the GPX Excess Claims Stipulation, the Debtors may wire Cash to Golden Pass in the amount of each Scheduled Draw on or before the date each Scheduled Draw is due under the GPX Settlement, in lieu of Golden Pass making each Scheduled Draw against the GPX L/C.

73. "GPX L/C Scheduled Draws" means Golden Pass's right to draw on the GPX L/C in specified amounts on specified dates in accordance with the GPX Settlement; *provided*, *however*, that pursuant to **Article IV.B** hereof and the GPX Excess Claims Stipulation, the Debtors may wire Cash to Golden Pass in the amount of each Scheduled Draw on the date each Scheduled Draw is due under the GPX Settlement, in lieu of Golden Pass making each Scheduled Draw against the GPX L/C.

74. "GPX Parent Guarantee" means that certain guarantee executed by ZHI in favor of Golden Pass (as amended, supplemented, or otherwise modified), related to the GPX Project.

75. "GPX Project" means the Golden Pass liquefied natural gas project under construction in Sabine Pass, Texas.

76. "GPX Settlement" means the settlement among the GPX Settlement Parties resolving disputes related to the GPX Project, as set forth in the GPX Settlement Documents, and approved on a final basis under the GPX Final Settlement Order.

77. "GPX Settlement Dispute Opinion" means the *Memorandum Opinion* [Docket No. 1266], dated October 29, 2024.

78. "GPX Settlement Dispute Order" means the *Order* [Docket No. 1267], dated October 29, 2024.

79. "GPX Settlement Documents" means, collectively, the GPX Final Settlement Order, the GPX Interim Settlement Order, the GPX Settlement Term Sheet (attached as Exhibit A to the GPX Interim Settlement Order), the Confidential Settlement Agreement and Release in Connection with the Settlement Term Sheet [Docket No. 739], the GPX Excess Claims Stipulation, and all ancillary documents contemplated by and related to the foregoing documents.

80. "GPX Settlement Parties" means the Debtors, Golden Pass, CCZJV-GPX, CB&I, and Chiyoda.

81. "GUC Note Administrative Agent" means, solely in its capacity as such, an Entity selected by the Committee, reasonably acceptable to the Debtors, to serve as the administrative agent of the GUC Promissory Notes, and any successor thereto, on behalf of the Holders of Allowed General Unsecured Claims in accordance with the GUC Note Documents. The identity of the initial GUC Note Administrative Agent shall be disclosed at or prior to the Confirmation Hearing.

82. "GUC Note Collateral Agent" means, solely in its capacity as such, an Entity selected by the Committee and reasonably acceptable to the Debtors, to serve as the collateral agent of the GUC Promissory Notes, and any successor thereto, on behalf of the Holders of Allowed General Unsecured Claims in accordance with the GUC Note Documents. The identity of the initial GUC Note Collateral Agent shall be disclosed at or prior to the Confirmation Hearing.

83. "GUC Note Purchase Agreement" means that certain note purchase agreement to be entered into, on or before the Effective Date, by the Debtors and the GUC Note Administrative Agent on behalf of Holders of Allowed General Unsecured Claims, pursuant to which ZHI shall issue the GUC Promissory Notes on the terms set forth in the GUC Note Term Sheet.

84. "GUC Note Documents" means any documents governing the GUC Promissory Notes, including the GUC Note Term Sheet, GUC Note Purchase Agreement, the Exit Intercreditor Agreement, and any amendments, modifications, and supplements thereto, and together with any related commitments, notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

85. "GUC Note Term Sheet" means the term sheet describing the material terms of the GUC Promissory Notes, attached as Exhibit F to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150], and shall be acceptable to the Committee.

86. "GUC Promissory Notes" means the secured promissory notes to be issued pursuant to the GUC Note Purchase Agreement and this Plan in a face amount equal to the aggregate Allowed amount of General Unsecured Claims (inclusive of postpetition interest accrued at the Federal Judgment Rate) and on the terms set forth in the GUC Note Term Sheet.

87. "Holder" means a Person or an Entity holding a Claim against, or an Interest in, any Debtor, as applicable, including any Person or Entity that is the record or beneficial owner, nominee, investment advisor, sub-advisor, or manager of discretionary accounts that hold any Claim against or Interest in any Debtor.

88. "Impaired" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

89. "Indemnification Obligation" means any existing indemnification obligations to be assumed, Reinstated, or honored, as applicable, in accordance with **Article IV.K** of this Plan.

90. "Intercompany Claim" means any Claim against a Debtor held by another Debtor or a non-Debtor Affiliate.

91. "Intercompany Interest" means any Interest in a Debtor held by another Debtor.

92. "Interest" means, collectively, (a) any Equity Security in any Debtor and (b) any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor that existed immediately before the Effective Date.

93. "Judicial Code" means title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

94. "Lien" means any lien, as defined in section 101(37) of the Bankruptcy Code.

95. "MZJV-GPX" means the joint venture between ZII and CB&I with respect to the GPX Project.

96. "Order" means any judgment, order, award, injunction, writ, permit, license, or decree of any Governmental Body or arbitrator of applicable jurisdiction.

97. "Organizational Documents" means the organizational and governance documents for the Debtors, as may be amended to give effect to the Restructuring Transactions as contemplated by the Plan, including, without limitation, any applicable certificates of incorporation, certificates of formation, or certificates of limited partnership (or equivalent organizational documents), bylaws, and limited liability company agreements.

98. "Other Priority Claim" means any Claim, other than an Administrative Claim or Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

99. "Other Secured Claim" means any Secured Claim against the Debtors other than the Prepetition Credit Facility Claims.

100. "Parent Capital Contribution" means a capital contribution to be made on or prior to the Effective Date to ZHI by the immediate parent company of ZHI, totaling $53 million and comprised of (x) $30 million in Cash and (y) the cancellation of intercompany liabilities owed by the Debtors in an amount equal to $23 million.

101. "Person" has the meaning set forth in section 101(41) of the Bankruptcy Code.

102. "Petition Date" means the date on which the Debtors commenced the Chapter 11 Cases, May 21, 2024.

103. "Plan" means this joint plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, supplemented, or otherwise modified from time to time, including all exhibits, schedules, supplements, appendices, annexes, and attachments hereto, as may be altered, amended, supplemented, or otherwise modified from time to time in accordance with **Article IX.A** hereof, including the Plan Supplement (as altered, amended, supplemented, or otherwise modified from time to time), which is incorporated by reference herein and made part of the Plan as if set forth herein; *provided, however*, that the Debtors shall obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alterations, amendments, supplements, or modifications to the Plan impacting the treatment of Holders of General Unsecured Claims under the Plan.

104. "Plan Supplement" means the compilation of documents and forms of documents, agreements, schedules, and exhibits to this Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and the Bankruptcy Rules), the initial drafts of certain of such documents to be Filed by the Debtors no later than seven (7) calendar days before the deadline to object to confirmation of this Plan to the extent available, or such later date as may be approved by the Bankruptcy Court, including the following, as applicable: (a) the Organizational Documents (solely to the extent that the Debtors determine, in their sole discretion, that any amendments to such Organizational Documents are necessary to effectuate the Restructuring Transactions on the Effective Date); (b) the Assumption List; (c) the Rejection List; (d) the Schedule of Retained Causes of Action; (e) the A&R Credit Facility Term Sheet; (f) the GUC Note Term Sheet; and (g) the GPX Excess Claims Stipulation; *provided, however,* that the Debtors shall obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alterations, amendments, supplements, or modifications to the Plan Supplement impacting the treatment of Holders of General Unsecured Claims under the Plan.

105. "Prepetition Credit Agreement" means the *Third Amendment to Second Amended and Restated Credit Agreement*, dated as of May 2, 2023 (as amended, amended and restated, supplemented, or otherwise modified from time to time), among the Prepetition Loan Parties, the Prepetition Lenders, the Prepetition Credit Facility Agent, and each other party thereto.

106. "Prepetition Credit Facility" means the senior secured credit facility, including the Prepetition Revolving Facility, Prepetition L/C Facility, and Prepetition Term Loan Facility, governed by the Prepetition Credit Agreement.

107. "Prepetition Credit Facility Agent" means Bank of America, N.A., in its capacity as the administrative agent under the Prepetition Credit Agreement.

108. "Prepetition Credit Facility Claims" means any Claim against any Debtor derived from, based upon, or arising under the Prepetition Credit Facility, including the Prepetition Revolver Claims, Prepetition L/C Claims, and Prepetition Term Loan Claims.

107. "Prepetition Intercreditor Agreement" means that certain intercreditor agreement executed on January 25, 2013 by and between the Prepetition Credit Facility Agent and the Sureties.

109. "Prepetition L/C Claims" means any Claim against any Debtor derived from, based upon, or arising under the Prepetition L/C Facility.

110. "Prepetition L/C Facility" means the senior secured letter of credit facility provided under the Prepetition Revolving Facility.

111. "Prepetition Lenders" means, collectively, the lenders under the Prepetition Credit Facility.

112. "Prepetition Loan Parties" means ZHI, Zachry EPC Holdings, LLC, and Zachry Plan Services Holdings, Inc., as borrowers, and the guarantors party to that certain *Third Amended and Restated Continuing Guaranty*, dated as of May 2, 2023.

113. "Prepetition Revolver Claims" means any Claim against any Debtor derived from, based upon, or arising under the Prepetition Revolving Facility.

114. "Prepetition Revolving Facility" means the senior secured revolving credit facility, including a swing line facility and the Prepetition L/C Facility, provided under the Prepetition Credit Facility.

115. "Prepetition Secured Parties" means, collectively, the Prepetition Credit Facility Agent and the Prepetition Lenders.

116. "Prepetition Term Loan Claims" means any Claim against any Debtor derived from, based upon, or arising under the Prepetition Term Loan Facility.

117. "Prepetition Term Loan Facility" means the senior secured term loan facility provided under the Prepetition Credit Facility.

118. "Priority Tax Claim" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

119. "Professional" means any Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

120. "Professional Fee Claim" means any Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

121. "Proof of Claim" means a written proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

122. "Reinstatement" means, with respect to a Claim or Interest, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. "Reinstated" and "Reinstate" shall have correlative meanings.

123. "Rejection List" means the list of Executory Contracts and Unexpired Leases that shall be rejected by the Debtors pursuant to the Plan attached as Exhibit C to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150] and as may be amended from time to time.

124. "Related Party" means with respect to an Entity, collectively, (a) such Entity's current and former Affiliates and (b) such Entity's current and former Affiliates' respective directors, managers, officers, shareholders, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns (whether by operation of law or otherwise), subsidiaries, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, managers, fiduciaries, trustees, employees, agents (including any disbursing agent), advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, other representatives, and other professionals, representatives, advisors, predecessors, successors, and assigns, each solely in their capacities as such (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), and the respective heirs, executors, estates, and nominees of the foregoing.

125. "Released Avoidance Actions" means any and all avoidance, recovery, subordination, or other Claims and Causes of Action that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 510, 542, 544, 545, and 547 through and including 553 of the Bankruptcy Code, or other similar or related state, federal, or foreign statutes, common law, or other applicable law.

126. "Released Party" means, collectively, the following Entities, in each case in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) each member of the Committee; (d) the Prepetition Credit Facility Agent; (e) the A&R Credit Facility Agent; (f) the Released Prepetition Lenders; (g) Golden Pass, but solely with respect to the Debtors, the Debtors' Related Parties, and Holders of Claims related to the GPX Project, consistent with the GPX Settlement; (h) the Sureties; (i) all Releasing Parties; and (j) each Related Party of each Entity in clause (a) through (i); *provided*, *however*, in each case, an Entity shall not be a Released Party if it: (i) elects to opt out of the Third-Party Release or (ii) Files with the Bankruptcy Court an objection to the Plan, including with respect to the

Third-Party Release, that is not consensually resolved before Confirmation or otherwise supports any such objection or objector.

127. "Released Prepetition Lenders" means, collectively, the Prepetition Lenders that do not elect to opt-out of, or that do not object to, the Third-Party Release.

128. "Releasing Party" means, collectively, the following Entities, in each case in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) each member of the Committee; (d) the Prepetition Credit Facility Agent; (e) the A&R Credit Facility Agent; (f) the Released Prepetition Lenders; (g) Golden Pass, but solely with respect to the Debtors and the Debtors' Related Parties consistent with the GPX Settlement; (h) the Sureties; (i) all Holders of Claims who vote to accept the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release provided in the Plan; (j) all Holders of Claims or Interests who are deemed to accept the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the Third-Party Release provided in the Plan; (k) all Holders of Claims or Interests who are deemed to reject the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the Third-Party Release provided in the Plan; (l) all Holders of Claims who abstain from voting on the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release provided in the Plan; (m) all Holders of Claims who vote to reject the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release provided in the Plan; and (n) each Related Party of each Entity in clause (a) through (m) for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law; *provided*, *however*, notwithstanding anything to the contrary in this Plan, current employees of the Debtors as of the Voting Record Date shall not be Releasing Parties under this Plan.

129. "Reorganized Debtor" means a Debtor, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Effective Date, unless otherwise dissolved pursuant to this Plan.

130. "Restructuring Expenses" means the actual, reasonable, and documented fees and expenses of the Prepetition Lenders, subject to the terms of the Prepetition Credit Facility or any applicable fee reimbursement letter between any Entity and the Debtors, as the case may be.

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

132. "Schedule of Retained Causes of Action" means the schedule of certain Causes of Action of the Debtors (attached as Exhibit D to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150]) that, notwithstanding anything to the contrary in the Plan, are not released, waived, or transferred pursuant to this Plan, as the same may be amended, modified, or supplemented from time to time.

133. "Schedules" means, collectively, the schedules of assets and liabilities and statements of financial affairs Filed by the Debtors on July 16, 2024 [Docket Nos. 511-52] pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as amended on August 30, 2024 [Docket Nos. 855-64], on December 2, 2024 [Docket No. 1564], and on December 20, 2024 [Docket Nos. 1770-75], and as the same may be further amended, modified, or supplemented from time to time.

134. "Secured Claim" means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

135. "Securities Act" means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a-77aa, or any similar federal, state, or local Law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

136. "SIR" means any self-insured retention under the Debtors' insurance policies.

137. "Sunbelt" means Sunbelt Rentals, Inc. or its duly authorized agent on behalf of itself and its affiliates.

138. "Sunbelt Promissory Note" means that certain secured promissory note to be issued by Zachry Holdings, Inc. to Sunbelt on the terms set forth in the Sunbelt Term Sheet.

139. "Sunbelt Term Sheet" means Exhibit A attached to the *Stipulation and Agreed Order Regarding Sunbelt Claims* [Docket No. 2284].

140. "Sureties" means Travelers Casualty & Surety Company of America and Pacific Indemnity Company.

141. "Third-Party Release" means the release set forth in **Article VIII.D** of this Plan.

142. "Unexpired Lease" means a lease to which one or more of the Debtors are a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

143. "Unimpaired" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

144. "Unsecured Claim" means any Claim that is not a Secured Claim.

145. "U.S. Trustee" means the Office of the United States Trustee.

146. "Voting Record Date" means the record date for determining whether any Holder of an Impaired Claim is entitled to vote to accept or reject the Plan, as established pursuant to the Disclosure Statement Order.

148. "Workers' Compensation Program" means the Debtors' (a) written contracts, agreements, and agreements of indemnity, in each case relating to workers' compensation, (b) self-insured workers' compensation bonds, policies, programs, and plans for workers' compensation, and (c) workers' compensation insurance issued to or entered into at any time by any of the Debtors.

149. "Zachry Interests" means the Interests in ZHI.

150. "ZHI" means Zachry Holdings, Inc.

151. "ZII" means Zachry Industrial, Inc.

B. Rules of Interpretation.

For purposes of this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with this Plan or the Confirmation Order, as applicable; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and

assigns; (5) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits contained in the Plan Supplement; (7) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (8) unless otherwise specified, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation"; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (10) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (11) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (12) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (13) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (14) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of this Plan, all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (15) unless otherwise specified, any action to be taken on the Effective Date may be taken on the Effective Date or as soon as reasonably practicable thereafter.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If any payment, distribution, act, or deadline under this Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act, or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Texas, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of this Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan, and the Confirmation Order (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided*, *however*, corporate or limited liability company governance matters relating to the Debtors or the Reorganized Debtors, shall be governed by the laws of the state of incorporation or formation (as applicable) of the applicable Debtor or the Reorganized Debtor.

E. Reference to Monetary Figures.

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America, unless otherwise expressly provided herein.

F. Controlling Document.

In the event of an inconsistency between this Plan and the Disclosure Statement, the terms of this Plan shall control in all respects. In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant provision in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of any inconsistency between the Plan and the GPX Settlement Documents with respect to the terms of the GPX Settlement, the GPX Settlement Documents shall control. In the event of an inconsistency between the Confirmation Order and this Plan, the Confirmation Order shall control.

ARTICLE II.
ADMINISTRATIVE AND PRIORITY CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, Priority Tax Claims, and Restructuring Expenses have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in **Article III** hereof.

A. Administrative Claims.

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Reorganized Debtors, as applicable, or otherwise provided for under the Plan, to the extent an Allowed Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims, Claims for fees and expenses pursuant to section 1930 of chapter 123 of the Judicial Code, and Restructuring Expenses) shall be paid in full an amount of Cash equal to the amount of the unpaid portion of such Allowed Administrative Claim in full and final satisfaction, compromise, settlement, release, and discharge of such Administrative Claim in accordance with the following: (1) if such Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date, or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed on or prior to the Effective Date, the first Business Day after the date that is thirty (30) days after the date such Administrative Claim is Allowed, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business, in accordance with the terms and conditions of the particular transaction or course of business giving rise to such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by the Holder of such Allowed Administrative Claim and the Debtors or the Reorganized Debtors, as applicable; or (5) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Administrative Claim.

For the avoidance of doubt, and notwithstanding anything to the contrary in the Plan, any Allowed Administrative Claims that are GPX Administrative Claims to the extent not satisfied prior to the Effective Date, if any, shall be paid by Golden Pass in accordance with the terms of the GPX Settlement Documents and this Plan.

B. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

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

2. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in this Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of this Plan and Consummation incurred by the Debtors (including for the avoidance of doubt the Committee's Professional fees and expenses). Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

D. Restructuring Expenses.

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

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests.

This Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in **Article II** of this Plan (or as otherwise set forth herein), all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, Professional Fee Claims, Priority Tax Claims, or Restructuring Expenses, as described in **Article II**.

A Claim or an Interest, or any portion thereof, is classified in a particular Class only to the extent that any portion of such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under this Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims against and Interests in the Debtors pursuant to this Plan is as follows:

Class	Claim or Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Presumed to Accept; Not Entitled to Vote
2	Other Priority Claims	Unimpaired	Presumed to Accept; Not Entitled to Vote
3	Prepetition Credit Facility Claims	Impaired	Entitled to Vote
4	Deferred Compensation Plan Claims	Unimpaired	Presumed to Accept; Not Entitled to Vote
5	Convenience Claims	Unimpaired	Presumed to Accept; Not Entitled to Vote
6	General Unsecured Claims	Impaired	Entitled to Vote

Class	Claim or Interest	Status	Voting Rights
7	Intercompany Claims	Impaired/Unimpaired	Presumed to Accept / Presumed to Reject; Not Entitled to Vote
8	Intercompany Interests	Impaired/Unimpaired	Presumed to Accept / Presumed to Reject; Not Entitled to Vote
9	Zachry Interests	Unimpaired	Presumed to Accept; Not Entitled to Vote

B. Formation of Debtor Groups for Convenience Only.

This Plan is a separate plan of reorganization for each Debtor. This Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, Confirmation of this Plan, and making distributions in respect of Claims against and Interests in the Debtors under this Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any assets. Except as otherwise provided by or permitted under this Plan, all Debtors shall continue to exist as separate legal entities. The Plan is not premised on, and does not provide for, the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in the Plan, or otherwise.

C. Treatment of Claims and Interests.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under this Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent less favorable treatment is agreed to by the Reorganized Debtors and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

1. Class 1 – Other Secured Claims.

a. Classification: Class 1 consists of all Other Secured Claims.

b. Treatment: In full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each Holder of such Allowed Other Secured Claim shall receive, at the option of the applicable Debtor or Reorganized Debtor, either:

i. payment in full in Cash of its Allowed Other Secured Claim;

ii. the collateral securing its Allowed Other Secured Claim;

iii. Reinstatement of its Allowed Other Secured Claim; or

iv. such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

For the avoidance of doubt, and notwithstanding anything to the contrary in this Plan, the treatment provided to any Allowed Other Secured Claim that is a GPX Claim that has not been satisfied prior to the Effective Date, if any, shall be provided by Golden Pass in accordance with the terms of the GPX Settlement Documents and this Plan.

c. Voting: Allowed Other Secured Claims in Class 1 are Unimpaired. Each Holder of an Allowed Other Secured Claim shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.

2. Class 2 – Other Priority Claims.

   a. Classification: Class 2 consists of all Other Priority Claims.

   b. Treatment: In full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim shall receive Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

   c. Voting: Allowed Other Priority Claims in Class 2 are Unimpaired. Each Holder of an Allowed Other Priority Claim shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.

3. Class 3 – Prepetition Credit Facility Claims.

   a. Classification: Class 3 consists of all Prepetition Credit Facility Claims.

   b. Allowance: On the Effective Date, all Prepetition Credit Facility Claims shall be deemed Allowed, and not subject to any counterclaim, defense, offset, or reduction of any kind, in an aggregate amount not less than $281,250,000, *plus* any obligations, unpaid fees, unpaid premiums, and accrued and unpaid interest as of the Petition Date due and owing to Holders of Prepetition Credit Facility Claims under the Prepetition Credit Facility.

   c. Treatment: In exchange for full and final satisfaction, settlement, release, and discharge of (including any Liens related thereto) each Allowed Prepetition Credit Facility Claim, each Holder of an Allowed Prepetition Credit Facility Claim shall, on the Effective Date, become party to, and bound by, the A&R Credit Facility on account of such Holder's Allowed Prepetition Credit Facility Claim, on the terms set forth in the A&R Credit Facility Documents.

   d. Voting: Allowed Prepetition Credit Facility Claims in Class 3 are Impaired. Each Holder of an Allowed Prepetition Credit Facility Claim shall be entitled to vote to accept or reject this Plan.

4. Class 4 – Deferred Compensation Plan Claims.

   a. Classification: Class 4 consists of all Deferred Compensation Plan Claims.

   b. Treatment: Except to the extent that a Holder of an Allowed Deferred Compensation Plan Claim agrees to less favorable treatment, each Allowed Deferred Compensation Plan Claim shall be Reinstated pursuant to section 1124 of the Bankruptcy Code, and each such Holder's rights under the Deferred Compensation Plan shall be honored by the Reorganized Debtors in accordance with the terms of the Deferred Compensation Plan.

   c. Voting: Allowed Deferred Compensation Plan Claims in Class 4 are Unimpaired. Each Holder of an Allowed Deferred Compensation Plan Claim shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.

5. Class 5 – Convenience Claims.

   a. Classification: Class 5 consists of all Convenience Claims.

   b. Treatment: Except to the extent that a Holder of an Allowed Convenience Claim agrees to less favorable treatment, each Holder of an Allowed Convenience Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Allowed Convenience Claim, on

the Effective Date or as soon as practicable thereafter, Cash in an amount equal to such Holder's Allowed Convenience Claim (excluding any interest that may be owed on such Claim), but in no event shall distributions on account of any Allowed Convenience Claim exceed the Convenience Claim Amount.

c. Voting: Allowed Convenience Claims in Class 5 are Unimpaired. Each Holder of an Allowed Convenience Claim shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.

6. Class 6 – General Unsecured Claims.

a. Classification: Class 6 consists of all General Unsecured Claims.

b. Treatment: Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed General Unsecured Claim shall receive, in exchange for full and final satisfaction, settlement, release, and discharge of such Claim, a GUC Promissory Note in the principal amount of its Allowed General Unsecured Claim, inclusive of postpetition interest accrued at the Federal Judgment Rate from the Petition Date through the Effective Date; *provided*, *however*, notwithstanding anything to the contrary in this Plan, all Allowed General Unsecured Claims that are GPX Claims, to the extent not satisfied prior to the Effective Date shall be paid by Golden Pass in accordance with the terms of the GPX Settlement Documents and this Plan.

c. Voting: Allowed General Unsecured Claims in Class 6 are Impaired. Each Holder of an Allowed General Unsecured Claim shall be entitled to vote to accept or reject this Plan.

7. Class 7 – Intercompany Claims.

a. Classification: Class 7 consists of all Intercompany Claims.

b. Treatment: On the Effective Date, or as soon as reasonably practicable thereafter, Allowed Intercompany Claims shall be, at the option of the applicable Debtor, Reinstated, converted to equity, or otherwise set off, settled, distributed, contributed, canceled, or released to the extent reasonably determined to be appropriate by the Debtors or Reorganized Debtors, as applicable.

c. Voting: Allowed Intercompany Claims in Class 7 are either (i) Unimpaired and are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired and are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders of Intercompany Claims are not entitled to vote to accept or reject this Plan.

8. Class 8 – Intercompany Interests.

a. Classification: Class 8 consists of all Intercompany Interests.

b. Treatment: On the Effective Date, Intercompany Interests shall, at the option of the applicable Debtor, be:

i. Reinstated; or

ii. set off, settled, addressed, distributed, contributed, merged, cancelled, or released.

c. Voting: Allowed Intercompany Interests in Class 8 are either (i) Unimpaired and are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy

Code, or (ii) Impaired and are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders of Intercompany Interests are not entitled to vote to accept or reject this Plan.

9. Class 9 – Zachry Interests.

a. Classification: Class 9 consists of all Zachry Interests.

b. Treatment: Zachry Interests shall be Reinstated on the Effective Date, and the legal, equitable, and contractual rights to which Holders of Zachry Interests are entitled shall remain unaltered.

c. Voting: Allowed Zachry Interests in Class 9 are Unimpaired. Holders of Zachry Interests shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.

D. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in this Plan, nothing under this Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claims, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

E. Elimination of Vacant Classes.

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

F. Acceptance by Impaired Classes.

An Impaired Class of Claims shall have accepted this Plan, if not counting the vote of any Holder designated under section 1126(e) of the Bankruptcy Code, (i) the Holders of at least two-thirds in amount of the Allowed Claims actually voting in the Class have voted to accept this Plan, and (ii) the Holders of more than one-half in number of the Allowed Claims actually voting in the Class have voted to accept this Plan.

G. Voting Classes, Presumed Acceptance by Non-Voting Classes.

If a Class contains Claims eligible to vote and no Holders of Claims eligible to vote in such Class vote to accept or reject this Plan, the Holders of such Claims in such Class shall be deemed to have accepted this Plan.

H. Intercompany Interests.

To the extent Reinstated under this Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience, for the ultimate benefit of the Holders of Zachry Interests, and in exchange for the Debtors' and Reorganized Debtors' agreement under this Plan to make certain distributions to the Holders of Allowed Claims.

I. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by one or more of the Classes entitled to vote pursuant to **Article III.C** of this Plan. The Debtors shall seek Confirmation of this Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify this Plan in accordance with **Article X** of this Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification,

including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

J. No Substantive Consolidation.

Although this Plan is presented as a joint plan of reorganization for administrative purposes, this Plan does not provide for the substantive consolidation of the Debtors' Estates, and on the Effective Date, the Debtors' Estates shall not be deemed to be substantively consolidated for any reason. Except as expressly provided herein, nothing in this Plan, the Confirmation Order, or the Disclosure Statement shall constitute or be deemed to constitute a representation that any one or all of the Debtors is subject to or liable for any Claims against or Interests in any other Debtor. A Claim against or Interest in multiple Debtors will be treated as a separate Claim against or Interest in each applicable Debtor's Estate for all purposes, including voting and distribution; *provided*, *however*, that no Claim will receive value in excess of one hundred percent (100.0%) of the Allowed amount of such Claim (inclusive of postpetition interest, if applicable and if owed under this Plan) under the Plan for all such Debtors.

K. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired or is properly classified under the Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

L. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Any such contractual, legal, or equitable subordination rights shall be settled, compromised, and released pursuant to this Plan.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THIS PLAN

A. General Settlement of Claims and Interests.

As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to this Plan, including all General Unsecured Claims and GPX Claims, and any challenge to the amount, validity, perfection, enforceability, priority, or extent of the Prepetition Credit Facility Claims, whether under any provision of chapter 5 of the Bankruptcy Code, based on any equitable theory, or otherwise. This Plan shall be deemed a motion to approve the good faith compromise and settlement of all Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. Subject to **Article VI** hereof, all distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final.

B. GPX Settlement.

The terms of the GPX Settlement, as approved by the GPX Final Settlement Order, are incorporated into, and are an integral part of, this Plan. Nothing herein modifies the terms of the GPX Settlement or the rights, obligations, and interests of the GPX Settlement Parties under the GPX Settlement Documents. For the avoidance of doubt, the GPX Settlement Parties, as applicable, shall comply with the terms of the GPX Final Settlement Order through and following the Effective Date. Notwithstanding anything to the contrary herein, including **Article VIII**

hereof, the terms of the GPX Settlement and the GPX Final Settlement Order remain binding on the GPX Settlement Parties and, as applicable, the A&R Credit Facility Agent and A&R Credit Facility Lenders. In the event of any inconsistency between the Plan and the GPX Settlement Documents with respect to the terms of the GPX Settlement, the GPX Settlement Documents shall control.

For the avoidance of doubt, Golden Pass is a Released Party as set forth in this Plan and shall be entitled to the protections of this Plan's release and injunction provisions, including the Third-Party Release, to the fullest extent provided herein and under applicable law. Further, and for the avoidance of doubt, Golden Pass and any property interest of Golden Pass shall be entitled to the protections of this Plan's release and injunction provisions with respect to all Claims that constitute GPX Claims that are satisfied, discharged, and/or released in connection with the GPX Settlement and this Plan, and no Holder of a satisfied GPX Claim shall have any recourse against any Entity, including Golden Pass and its property, on account of such satisfied GPX Claim regardless of whether such Holder is a Releasing Party under this Plan.

In addition, notwithstanding anything to the contrary in this Plan, neither this Plan nor any Restructuring Transaction contemplated herein shall impair Golden Pass's right to make the GPX L/C Permitted Draws, pursuant to the terms of the GPX Settlement and GPX Excess Claims Stipulation. However, pursuant to the GPX Excess Claims Stipulation, the Debtors may wire Cash to Golden Pass in the amount of each Scheduled Draw on or before the date each Scheduled Draw is due under the GPX Settlement, in lieu of Golden Pass making each Scheduled Draw against the GPX L/C. If the Debtors fail to make such Cash payments when due, Golden Pass may make the corresponding Scheduled Draw(s) against the GPX L/C, as contemplated under the GPX Settlement. Upon Golden Pass's receipt of the final GPX L/C Permitted Draw (or the corresponding Cash amounts from the Debtors pursuant to this section), the remaining GPX L/C shall be deemed cancelled, null, and void, without any further notice to or action, order, or approval of the Bankruptcy Court, consistent with the GPX Settlement; Golden Pass shall not be permitted to request any other or additional draws thereunder; and Golden Pass shall be deemed to release, waive, and discharge any and all rights it has or may have in respect of the GPX L/C, the GPX L/C Issuer, and the GPX Parent Guarantee. Until Golden Pass receives the final GPX L/C Permitted Draw (or the corresponding Cash amounts from the Debtors), the Debtors, GPX L/C Issuer, and A&R Credit Facility Lenders, as applicable, shall renew the GPX L/C as necessary, and shall not take any action that would impair, affect, or prejudice Golden Pass's rights to the GPX L/C Permitted Draws. The A&R Credit Facility Agent and A&R Credit Facility Lenders have consented to the GPX L/C Permitted Draws in accordance with the GPX Settlement; the Debtors and/or Reorganized Debtors, the A&R Credit Facility Agent, and the A&R Credit Facility Lenders further have waived, released, and extinguished any claims, defenses, or disputes with respect to the GPX L/C Permitted Draws, and stipulate and agree that all conditions and prerequisites for the GPX L/C Permitted Draws in accordance with the GPX L/C have been met, *provided that,* for each GPX L/C Permitted Draw actually drawn by Golden Pass against the GPX L/C, Golden Pass shall notify the A&R Credit Facility Agent of the GPX L/C Permitted Draw in the manner set forth in Annex A to the GPX L/C, as amended by the parties pursuant to the GPX Settlement.

C. Restructuring Transactions.

Before, on, and after the Effective Date, the Debtors, the Reorganized Debtors, the GUC Note Administrative Agent, or the GUC Note Collateral Agent, as applicable, shall consummate the Restructuring Transactions and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan that are consistent with and pursuant to the terms and conditions of this Plan, including: (1) the execution and delivery of any appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of this Plan, the Plan Supplement, and the Confirmation Order; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan, the Plan Supplement, and the Confirmation Order, and having other terms to which the applicable Entities may agree; (3) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (4) the execution and/or delivery of the A&R Credit Facility Documents and effectiveness of the A&R Credit Facility; (5) the execution and delivery of the GUC Note Documents; (6) the issuance of the GUC Promissory Notes on account of Allowed General Unsecured Claims; (7) the issuance of the Sunbelt Promissory Note; (8) the execution of the Exit Intercreditor Agreement; (9) the Parent Capital Contribution; (10) such other transactions that are required to effectuate the Restructuring Transactions; and (11) all

other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall and shall be deemed to, pursuant to sections 363, 1123, and 1142 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan.

D. The Reorganized Debtors.

Except as otherwise provided herein or as may be provided in the Plan Supplement or the Confirmation Order, each of the Reorganized Debtors shall continue its existence as a separate Entity after the Effective Date, with all the powers thereof, pursuant to the applicable law in the jurisdiction in which each Reorganized Debtor is incorporated and pursuant to the Organizational Documents. On the Effective Date, all Zachry Interests shall be Reinstated and the Reorganized Debtors shall be deemed to adopt and re-affirm the Organizational Documents without any further action, notice, or approval. The Reorganized Debtors shall be authorized to adopt any agreements, documents, and instruments, and to take any other action contemplated under this Plan as necessary to consummate this Plan.

E. Vesting of Assets in the Reorganized Debtors.

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

F. Sunbelt Promissory Note.

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

G. GUC Promissory Notes.

On or prior to the Effective Date, the Debtors and the GUC Note Administrative Agent shall execute the GUC Note Documents and the Debtors shall take all steps necessary to issue the GUC Promissory Notes in accordance with the Plan and the GUC Note Documents. If any General Unsecured Claims are Allowed after the Effective Date, within ten (10) Business Days of such Allowance, the Reorganized Debtors shall issue additional GUC Promissory Notes in the amount of such Allowed Claims to ensure that each Holder of an Allowed General Unsecured Claim receives the treatment specified in **Article III.C.6** of this Plan. If any General Unsecured Claims Allowed as of the Effective Date are, after the Effective Date, Allowed in a different amount, Disallowed, reclassified, withdrawn, or otherwise altered, the GUC Note Administrative Agent shall update the debt register maintained pursuant to the GUC

Note Documents to account for any such changes to any such General Unsecured Claim, and any GUC Promissory Notes issued on account of a General Unsecured Claim that is subsequently Disallowed, reclassified, or withdrawn shall be deemed cancelled. As set forth in **Article VII.A** of the Plan, the Reorganized Debtors shall retain sole authority to reconcile and object to Claims after the Effective Date.

Confirmation of the Plan and execution of the GUC Note Documents by the GUC Note Administrative Agent and/or GUC Note Collateral Agent shall be deemed to bind all Holders of Allowed General Unsecured Claims receiving the GUC Promissory Notes under the Plan as if each such party had executed the GUC Note Documents with appropriate authorization.

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

H. Sources of Consideration for Plan Distributions.

Each distribution and issuance referred to in **Article VI** of this Plan shall be governed by the terms and conditions set forth in this Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The Debtors and the Reorganized Debtors, as applicable, shall fund distributions under this Plan with (a) Cash on hand; (b) proceeds from the A&R Credit Facility; (c) the issuance of the Sunbelt Promissory Note; (d) the issuance of the GUC Promissory Notes; and (e) proceeds from the Parent Capital Contribution.

1. Use of Cash.

The Debtors, Reorganized Debtors, and Distribution Agent, as applicable, shall use Cash on hand for working capital purposes and to fund distributions to certain Holders of Allowed Claims, consistent with the terms of this Plan. The Debtors and Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Debtors or Reorganized Debtors to satisfy their obligations under the Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

2. A&R Credit Facility.

On the Effective Date, the Reorganized Debtors shall enter into the A&R Credit Facility, the terms of which will be set forth in the A&R Credit Facility Documents. Confirmation of this Plan shall be deemed final approval of the A&R Credit Facility, the A&R Credit Facility Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization for the Reorganized Debtors to enter into and execute the A&R Credit Facility Documents and such other documents as may be required to effectuate the financings and treatment provided by this Plan.

Confirmation of this Plan, and the occurrence of the Effective Date, shall bind each A&R Credit Facility Lender to the A&R Credit Facility Documents as if each such party had executed the A&R Credit Facility Documents with appropriate authorization.

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

3. Sunbelt Promissory Note.

On the Effective Date, the Reorganized Debtors shall issue the Sunbelt Promissory Note on the terms set forth in the Sunbelt Term Sheet. The issuance of the Sunbelt Promissory Note under the Plan is duly authorized without the need for any further action, authorization, or consent by the Debtors, the Reorganized Debtors, or any other Entity. The Sunbelt Promissory Note issued pursuant to the Plan shall be duly authorized, validly issued, and non-assessable.

4. GUC Promissory Notes.

On the Effective Date, and from time to time thereafter in accordance with **Article IV.G** of this Plan, the Reorganized Debtors shall issue the GUC Promissory Notes as set forth in the GUC Note Documents and the GUC Promissory Notes shall vest in the GUC Note Administrative Agent for distribution to Holders of Allowed General Unsecured Claims. The issuance of the GUC Promissory Notes under the Plan is duly authorized without the need for any further action, authorization, or consent by the Debtors, the Reorganized Debtors, the GUC Note Administrative Agent, or any other Entity. Confirmation of this Plan shall be deemed final approval of each of the GUC Promissory Notes, the GUC Note Purchase Agreement, the GUC Note Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization for the Reorganized Debtors to enter into and execute the GUC Note Documents, and such other documents as may be required to effectuate the GUC Promissory Notes. The GUC Promissory Notes issued pursuant to the Plan shall be duly authorized, validly issued, and non-assessable.

5. Parent Capital Contribution.

On or prior to the Effective Date, the Parent Capital Contribution shall be contributed to ZHI. The Debtors, Reorganized Debtors, and the Distribution Agent, as applicable, shall use the Cash proceeds from the Parent Capital Contribution for working capital purposes and to fund distributions to certain Holders of Allowed Claims, consistent with the terms of this Plan.

I. Cancellation of Existing Agreements and Interests.

On the Effective Date, except with respect to the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the Parent Capital Contribution, the Zachry Interests, the Prepetition Intercreditor Agreement, the GPX Settlement Documents, the GPX L/C (subject to **Article IV.B** hereof), the GPX Parent Guarantee (subject to **Article IV.B** hereof), all Employee Obligations (including the Deferred Compensation Plan) assumed pursuant to **Article IV.K** hereof, all Indemnification Obligations assumed pursuant to **Article IV.L** hereof, and all Executory

Contracts and Unexpired Leases assumed pursuant to **Article V.A** hereof, or to the extent otherwise provided in this Plan or the Confirmation Order, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be canceled and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect. Holders of, or parties to, such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights, distributions, and treatment provided for pursuant to this Plan.

J. Corporate Action.

On the Effective Date, the matters under the Plan involving or requiring corporate action of the Debtors, including, but not limited to, actions requiring a vote of the boards of directors or shareholders and execution of all documentation incident to the Plan, shall be deemed to have been authorized by the Confirmation Order and to have occurred and be in effect from and after the Effective Date without any further action by the officers or directors of the Debtors, any Governing Body, or the Bankruptcy Court.

K. Directors and Officers of the Reorganized Debtors.

On the Effective Date, the directors and officers of each Reorganized Debtor shall consist of the current directors and officers of each respective Debtor.

L. Deferred Compensation Plan and Other Employee Obligations.

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

The Debtors' assumption of such compensation and benefits plans, including the Deferred Compensation Plan, pursuant to the terms of this Plan shall be deemed not to trigger any applicable change of control, immediate vesting, termination, or similar provisions in any applicable plan or program, or an event of "Good Reason" (or a term of like import), in each case as a result of the consummation of the Restructuring Transactions. No counterparty shall have rights under a compensation and benefit plan or program, including the Deferred Compensation Plan, assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

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

M. Indemnification Obligations.

All indemnification provisions in place as of the Effective Date (whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, limited partnership agreements, other organizational

documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for (each in their capacities as such) the current and former members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, financial advisors, restructuring advisors, consultants, other professionals of, or acting on behalf of, the Debtors, and the Sureties, as applicable, shall be reinstated and remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, other professionals of, or acting on behalf of, the Debtors, and the Sureties, as provided under the indemnification obligations in place prior to the Effective Date; *provided*, *however*, nothing herein shall expand any of the Debtors' indemnification obligations in place as of the Petition Date.

N. Preservation of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, but subject to **Article VIII** hereof, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the GPX Final Settlement Order and the releases and exculpations contained in this Plan, including in **Article VIII**.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the GPX Final Settlement Order and this Plan, including Article VIII of this Plan**. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in this Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of Confirmation, Consummation, or the occurrence of the Effective Date.

The Reorganized Debtors reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to this Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Reorganized Debtor, except as otherwise expressly provided in the GPX Final Settlement Order and this Plan, including **Article VIII** of this Plan. The Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

O. Effectuating Documents; Further Transactions.

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

P. Certain Securities Law Matters.

No registration statement will be filed under the Securities Act, or pursuant to any state securities laws, with respect to the offer and distribution of any Securities under the Plan. The offering, issuance, and distribution of any Securities pursuant to the Plan, including the Sunbelt Promissory Note and the GUC Promissory Notes to the extent considered to be Securities, will be exempt from the registration requirements of section 5 of the Securities Act or any similar federal, state, or local law in reliance on section 1145 of the Bankruptcy Code.

Specifically, the offer, sale, issuance, and distribution of the GUC Promissory Notes will be exempt, pursuant to section 1145 of the Bankruptcy Code, from registration under the Securities Act and the Notes will be freely transferable and resaleable by non-affiliates of the Debtors and Reorganized Debtors, subject to any contractual limitations or restrictions under U.S. securities laws, if applicable. The Debtors and Reorganized Debtors shall cooperate with each of the holders in determining the status of any holder as an "affiliate" of the Reorganized Debtors.

The Debtors and the Committee will negotiate in good faith to implement a structure that will provide for the transferability of the GUC Promissory Notes through the GUC Note Administrative Agent, including, but not limited to, structures that would assist any Holder of an Allowed General Unsecured Claim receiving a GUC Promissory Note from being deemed an "affiliate" of the Company or any of its subsidiaries, as such term is defined under the Securities Act.

Q. Transferability of GUC Promissory Notes.

Holders of Allowed General Unsecured Claims receiving a GUC Promissory Note may freely assign their GUC Promissory Note, without the consent of the Reorganized Debtors but after providing notice to the GUC Note Administrative Agent, to any (i) existing holder of GUC Promissory Notes, (ii) financial institution (including hedge funds) or (iii) to any Person following and during the continuation of a Breach (as defined in the GUC Note Term Sheet), *provided, however,* that any transfer or assignment of any GUC Promissory Note to any of the Reorganized Debtors' competitors or vendors (or affiliates of such competitors or vendors) shall require the prior written consent of the Reorganized Debtors in their sole discretion. The GUC Note Administrative Agent shall not provide confidential information concerning the Reorganized Debtors or their subsidiaries to any assignee or potential assignee except pursuant to a non-disclosure agreement (in a form reasonably acceptable to the Reorganized Debtors and naming the Reorganized Debtors and their subsidiaries as express third-party beneficiaries), between the GUC Note Administrative Agent and such assignee or potential assignee.

R. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under this Plan or pursuant to: (1) the issuance, reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for any or all of the A&R Credit Facility; (6) the issuance of the GUC Promissory Notes; (7) the issuance of the Sunbelt Promissory Note; or (8) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

S. Dissolution of Certain Debtors.

On or after the Effective Date, certain of the Debtors may be dissolved without further action under applicable law, regulation, Order, or rule, including any action by the stockholders, members, the board of directors, or similar Governing Body of the Debtors or the Reorganized Debtors; *provided*, *however*, subject in all respects to the terms of this Plan, the Reorganized Debtors shall have the power and authority to take any action necessary to wind down and dissolve the foregoing Debtors, and may, to the extent applicable: (1) file a certificate of dissolution for such Debtors, together with all other necessary corporate and company documents, to effect such Debtors' dissolution under the applicable laws of their states of formation; (2) complete and file all final or otherwise required federal, state, and local tax returns and pay taxes required to be paid for such Debtors, and pursuant to section 505(b) of the Bankruptcy Code, request an expedited determination of any unpaid tax liability of any such Debtors or their Estates, as determined under applicable tax laws; and (3) represent the interests of the Debtors or their Estates before any taxing authority in all tax matters, including any action, proceeding, or audit.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, all Executory Contracts and Unexpired Leases not otherwise assumed or rejected will be deemed assumed by the applicable Debtor in accordance with sections 365 and 1123 of the Bankruptcy Code, other than any Executory Contract or Unexpired Lease that: (1) is identified on the Rejection List; (2) previously expired or terminated pursuant to its own terms; (3) was previously assumed or rejected by the Debtors, including pursuant to the GPX Settlement; (4) is the subject of a motion or notice to reject pending as of the Effective Date; or (5) has an effective date of rejection that is after the Effective Date. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates of the Debtors or Reorganized Debtors.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases as set forth in the Plan, the Assumption List, and the Rejection List, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth herein, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, and not assigned to a third party on or prior to the Effective Date, shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by this Plan or order of the Bankruptcy Court.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease or the execution of any other Restructuring Transaction (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. For the avoidance of doubt, consummation of the Restructuring Transactions shall not be deemed an assignment of any Executory Contract or Unexpired Lease of the Debtors, notwithstanding any change in name, organizational form, or jurisdiction of organization of any Debtor in connection with the occurrence of the Effective Date.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith, unless otherwise ordered by the Bankruptcy Court.

Notwithstanding anything to the contrary in the Plan, the Debtors or Reorganized Debtors, as applicable, reserve the right to amend or supplement the Assumption List and Rejection List in their discretion prior to the Effective Date (or such later date as may be permitted by this **Article V**); *provided*, *however*, the Debtors shall give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have no less than seven (7) days to object thereto on any grounds.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the rejections, if any, of any Executory Contracts or Unexpired Leases as provided for in this Plan or the Rejection List, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Confirmation Order and served on the Reorganized Debtors no later than thirty (30) days after the effective date of such rejection. **Any Proofs of Claim arising from the rejection of an Executory Contract or Unexpired Lease not timely Filed with the Claims and Noticing Agent shall be automatically Disallowed without further order of the Bankruptcy Court, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, or their respective property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F of this Plan, notwithstanding anything in a Proof of Claim to the contrary.** All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim, as applicable, pursuant to **Article III.C** of this Plan and may be objected to in accordance with the provisions of **Article VII** of this Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules. In such a scenario, the GUC Note Administrative Agent in coordination with the Reorganized Debtors shall issue a GUC Promissory Note to each Holder of an Allowed General Unsecured Claim for rejection damages, as if the GUC Promissory Note was issued on the Effective Date. Notwithstanding anything to the contrary in this Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejection List at any time through and including thirty days after the Effective Date.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

The Debtors or the Reorganized Debtors, as applicable, shall pay Cure Claims, if any, on the Effective Date or as soon as reasonably practicable thereafter. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Cure Claims that differ from the amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty must be Filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such request that is not timely Filed shall be Disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court; *provided*, *however*, nothing herein shall prevent the Reorganized Debtors, in their sole discretion, from paying any Cure Claim despite the failure of the relevant counterparty to File such request for payment of such Cure Claim. Any Cure Claim shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure Claim. The Reorganized Debtors also may settle any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be Filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or Reorganized Debtors', as applicable, first scheduled omnibus hearing, or such other setting as requested by the Debtors or Reorganized Debtors, for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

Notwithstanding anything to the contrary herein, if there is any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning

of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, and if such dispute is not resolved in a manner acceptable to the Reorganized Debtors in their sole discretion, the Reorganized Debtors shall have the right to add the applicable Executory Contract or Unexpired Lease to the Rejection List, in which case such Executory Contract or Unexpired Lease shall be deemed rejected as of the Effective Date and no Cure Claim shall be owed in respect of such Executory Contract or Unexpired Lease. The Reorganized Debtors may determine to add an Executory Contract or Unexpired Lease to the Rejection List pursuant to this paragraph before or after the Bankruptcy Court rules on any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption. Following the resolution of any dispute regarding any Cure Claim, provided that the Reorganized Debtors do not elect to add the applicable Executory Contract or Unexpired Lease to the Rejection List, payment of the Cure Claim shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute or as may be agreed upon by the Reorganized Debtors and the counterparty to the Executory Contract or Unexpired Lease.

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

D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or to the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to any rejected Executory Contracts or Unexpired Leases.

E. Insurance Policies.

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under this Plan. Unless otherwise provided in this Plan or listed on the Rejection List, on the Effective Date: (a) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims and (b) such insurance policies and any agreements, documents, or instruments relating thereto shall revest in the Reorganized Debtors.

F. Workers' Compensation Program.

As of the Effective Date, the Debtors and Reorganized Debtors shall continue to honor their obligations under: (a) all applicable workers' compensation laws in all applicable states and (b) the Workers' Compensation Program. **All Proofs of Claim on account of workers' compensation, including the Workers' Compensation Program, shall be deemed withdrawn and expunged without any further notice to or action, order, or approval of the Bankruptcy Court**; *provided*, *however*, that nothing in the Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers' Compensation Program, and nothing herein shall be deemed to impose any obligations on the Debtors or their insurers in addition to what is provided for under the terms of the Workers' Compensation Program and applicable state law.

G. Reservation of Rights.

Nothing contained in this Plan shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute regarding a Debtor's or Reorganized Debtor's liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtors shall be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to **Article XI** of this Plan.

H. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or the Reorganized Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed.

The Distribution Agent and the GUC Note Administrative Agent, as applicable, shall make distributions under the Plan on account of each Allowed Claim in the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. Unless the Bankruptcy Court orders otherwise, if, after an initial distribution in respect of a Claim, additional amounts are Allowed in respect of such Claim, the Distribution Agent and GUC Note Administrative Agent, as applicable, shall make distributions in respect of such additional Allowed amounts no later than thirty (30) days after such additional amounts are Allowed; *provided*, *however*, for General Unsecured Claims that are Disputed as of the Effective Date and become Allowed after the Effective Date, the Reorganized Debtors shall issue a GUC Promissory Note to the GUC Note Administrative Agent within ten (10) Business Days after any such Allowance to provide the Holder of such Claim the treatment provided in **Article III.C.6** of this Plan. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

B. Distributions to Holders of Disputed Claims and Interests.

Except as otherwise set forth in the Plan or as otherwise deemed appropriate by the Debtors or the Reorganized Debtors (in each of their sole discretion): (i) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved as set forth in **Article VII** hereof; and (ii) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on account of the Allowed Claim unless and until all objections to the Disputed Claim have been resolved as set forth in **Article VII** hereof or the Disputed Claim has been Allowed or expunged.

C. Distribution Agent.

1. Powers of the Distribution Agent.

Except with respect to General Unsecured Claims, all distributions under this Plan shall be made by the Distribution Agent. The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof. The Distribution

Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

2. Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Distribution Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement obligation (including reasonable attorneys' fees and expenses) shall be paid in Cash by the Reorganized Debtors.

D. GUC Note Administrative Agent and GUC Note Collateral Agent.

1. Powers of the GUC Note Administrative Agent.

All distributions under this Plan to General Unsecured Claims shall be made by the GUC Note Administrative Agent. The GUC Note Administrative Agent and GUC Note Collateral Agent shall be empowered to take all actions pursuant to the GUC Note Documents.

E. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be deemed closed and the Distribution Agent shall be authorized and entitled, but not required, to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General.

Except as otherwise provided herein, the Distribution Agent shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated in the Debtors' records (including the address set forth in a Filed Proof of Claim, a written notice of address change delivered to the Reorganized Debtors, or the Debtors' Schedules) as of the date of any such distribution.

3. Manner of Payment.

At the option of the Distribution Agent, any Cash distribution to be made hereunder may be made by check, wire transfer, automated clearing house, or credit card, or as otherwise required or provided in any applicable agreements.

4. Minimum Distributions.

No Cash payment of less than $100.00 in the aggregate shall be made to a Holder of an Allowed Claim on account of such Allowed Claim.

5. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims is returned as undeliverable, no distribution to such Holder shall be made unless and until the Distribution Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder; *provided*, *however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding

any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property shall be discharged and forever barred. The Reorganized Debtors, and the Distribution Agent, as applicable, shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings, including reviewing any Filed Proof of Claim, written notice of address change delivered to the Reorganized Debtors, or the Debtors' Schedules.

A distribution shall be deemed unclaimed if a Holder has not: (i) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (ii) given notice to the Reorganized Debtors or Distribution Agent, as applicable, of an intent to accept a particular distribution; (iii) responded to the Reorganized Debtors' or Distribution Agent's, as applicable, requests for information necessary to facilitate a particular distribution; or (iv) taken any other action necessary to facilitate such distribution.

F. Compliance with Tax Requirements.

In connection with this Plan, to the extent applicable, the Debtors, Reorganized Debtors, Distribution Agent, GUC Note Administrative Agent, and any applicable withholding agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to this Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, such parties shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors, Reorganized Debtors, and Distribution Agent, as applicable, reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support, and similar spousal awards, Liens, and encumbrances.

The Distribution Agent may require, as a condition to receipt of a distribution, that the Holder of an Allowed Claim provide any information necessary to allow the Distribution Agent to comply with any such withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority. If the Distribution Agent makes such a request and the Holder fails to comply before the date that is one hundred and eighty (180) days after the request is made, the amount of such distribution shall irrevocably revert to the applicable Reorganized Debtor and any Claim in respect of such distribution shall be discharged and forever barred from assertion against such Reorganized Debtor or its respective property.

G. No Postpetition or Default Interest on Claims.

Except as specified in **Article III.C.6** of this Plan or as otherwise specifically provided for in this Plan, the Cash Collateral Order, the Confirmation Order, the Plan Supplement, or applicable bankruptcy or non-bankruptcy law, postpetition and default interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no Holder of a prepetition Claim against the Debtors shall be entitled to non-default or default interest accruing on or after the Petition Date on any such prepetition Claim.

H. Allocations.

To the extent this Plan, the Cash Collateral Order, the Confirmation Order, or applicable bankruptcy or non-bankruptcy law requires the payment of accrued but unpaid interest on prepetition Allowed Claims, distributions in respect of such Claims shall be allocated first to the principal amount of such Claims (as determined for U.S. federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

I. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the

exchange rate for the applicable currency as published in The Wall Street Journal, National Edition, on the Effective Date.

J. Setoffs and Recoupment.

Except as otherwise provided herein, each Reorganized Debtor pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable law, or as may be agreed to by the Holder of an Allowed Claim, may set off or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the applicable Debtor or Reorganized Debtor may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action have not been otherwise compromised, settled, or assigned on or before the Effective Date (whether pursuant to this Plan, a Final Order, or otherwise); *provided*, *however*, that neither the failure to effect such a set off or recoupment nor the allowance of any Claim pursuant to this Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action.

In no event shall any Holder of Claims be entitled to set off any such Claim against any claim, right, or Cause of Action of the Debtor or Reorganized Debtor (as applicable), unless (i) the Debtors have consented; and (ii) such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise.

K. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be Disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor, a Reorganized Debtor, the Distribution Agent, or the GUC Note Administrative Agent, as applicable. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, a Reorganized Debtor, the Distribution Agent, or the GUC Note Administrative Agent, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Allowed Claim as of the date of any such distribution under this Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

2. GPX Claims.

Nothing herein modifies the obligations of Golden Pass and the Debtors under the GPX Settlement Documents with respect to the payment of GPX Claims. To the extent not satisfied prior to the Effective Date, Golden Pass and the Reorganized Debtors shall pay Allowed Claims that constitute GPX Claims, if any, pursuant to the terms of the GPX Settlement Documents and this Plan. Such valid Claims that constitute GPX Claims and that are satisfied by Golden Pass in accordance with the GPX Settlement Documents and this Plan shall not be the obligation of the Debtors, the Estates, the Reorganized Debtors, the Distribution Agent, or any of their Related Parties, subject to the terms of the GPX Settlement Documents and this Plan.

Any dispute between Golden Pass and the Debtors and/or Reorganized Debtors regarding whether any Claim, including any Administrative Claim, constitutes a valid GPX Claim subject to payment by Golden Pass under the GPX Settlement Documents shall be determined by the Bankruptcy Court.

Notwithstanding anything to the contrary herein, to the extent Golden Pass pays a transferee that has acquired a GPX Claim from the original Holder, such payments shall count against the GPX Direct Payment Cap to the extent

set forth in the GPX Settlement Documents, and the Debtors, the Reorganized Debtors, and Golden Pass shall have no obligations to the original Holder. To the extent Golden Pass paid an original Holder of a GPX Claim prior to any transfer of such Claim becoming effective, such payments shall count against the GPX Direct Payment Cap to the extent set forth in the GPX Settlement Documents, and the Debtors, the Estates, the Reorganized Debtors, the Distribution Agent, Golden Pass, and any of their Related Parties shall have no obligations to the transferee.

For the avoidance of doubt, Golden Pass shall have no obligation to pay any Disputed Claim or otherwise pay any GPX Claim inconsistent with the terms of the GPX Settlement Documents.

3. Claims Payable by Insurers.

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim shall be Disallowed and expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

To the extent that applicable insurance coverage is insufficient to provide the treatment to an Allowed Claim required by **Article III** of this Plan, the Holder of such Allowed Claim shall have an Allowed General Unsecured Claim against the applicable Debtor's Estate for the deficiency. To the extent that any insurer reduces the amount payable to the Holder of an Allowed Claim on account of a SIR or deductible under any applicable insurance policy, such Holder shall have an Allowed General Unsecured Claim against the applicable Debtor's Estate equal to the amount of such reduction.

Nothing in this Plan shall be construed to limit, extinguish, or diminish the insurance coverage that may exist or shall be construed as a finding liquidating any Claim payable pursuant to an insurance policy.

4. Applicability of Insurance Policies.

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Claims Administration Responsibilities.

After the Effective Date, the Reorganized Debtors shall have the sole authority (i) to File, withdraw, or litigate to judgment objections to Claims; (ii) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (iii) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, after the Effective Date, each of the Reorganized Debtors shall have the right to object to Claims and shall retain any and all rights and defenses that the Debtors had with respect to any Claim immediately before the Effective Date, including the Causes of Action retained pursuant to **Article IV.L** of this Plan.

Any objections to, or requests for estimation of, General Unsecured Claims (excluding General Unsecured Claims that are contingent or unliquidated) must be Filed on or before the Claims Objection Deadline. If an objection or request for estimation is not Filed with respect to a General Unsecured Claim by the Claims Objection Deadline, such Claim shall be deemed Allowed, unless (i) such Claim is otherwise Disputed or Disallowed under this Plan or Final Order; (ii) such Claim is contingent or unliquidated as of the Claims Objection Deadline; or (iii) the Claims Objection Deadline is extended with respect to specific Claims

by the Bankruptcy Court for good cause shown by the Debtors. If the Bankruptcy Court orders the Claim Objection Deadline extended with respect to specific Claims and an objection or request for estimation is not Filed with respect to any such specific Claim by the extended Claims Objection Deadline, such Claim shall be deemed Allowed, unless (i) such Claim is otherwise Disputed or Disallowed under this Plan or Final Order or (ii) such Claim is contingent or unliquidated as of the extended Claims Objection Deadline.

Any Holder of a General Unsecured Claim that is contingent or unliquidated as of the Claims Objection Deadline shall provide prompt notice to the Reorganized Debtors if such Claim later becomes non-contingent and liquidated. The Reorganized Debtors may object to, or request estimation of, such Claim by no later than one hundred and eighty (180) days after receiving such notice and may withhold any distributions on such Claim until the expiration of such 180-day period or the resolution of any objection or request for estimation, whether by Final Order or agreement between the Reorganized Debtor and the Holder of such Claim. The Reorganized Debtors may seek an extension of the deadline to object to, or request estimation of, such Claim for good cause shown.

Notwithstanding anything to the contrary herein, if any General Unsecured Claim is Allowed after the GUC Promissory Notes are satisfied and discharged, the Reorganized Debtors, the Distribution Agent, the GUC Note Administrative Agent, or their successors, as applicable, shall distribute to the Holder of such General Unsecured Claim Cash in an amount equal to the value of the property such Holder is otherwise entitled to receive under **Article III.C.6** of this Plan on the Effective Date, inclusive of any interest such Holder would have received under the GUC Promissory Notes from the Effective Date through Maturity (as defined in the GUC Note Term Sheet).

B. Allowance of Claims.

Except as expressly provided in the Plan or in any Order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim. The Debtors or Reorganized Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law.

C. Estimation of Claims.

Before, on, or after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party in interest previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. A Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the Debtors or the Reorganized Debtors, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim; *provided*, *however*, such limitation shall not apply to Claims against any of the Debtors requested by the Debtors to be estimated for voting purposes only.

Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before fourteen (14) calendar days after the date on which such Claim is estimated. All of the Claims and objection, estimation, and resolution procedures set forth in this Plan are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

D. Adjustment to Claims Register Without Objection.

Any duplicate Claim, any Claim (filed or scheduled) that has been paid or satisfied, or any Claim that has been amended or superseded, cancelled, or otherwise expunged (including pursuant to the Plan or the Confirmation Order), may be adjusted or expunged (including on the Claims Register, to the extent applicable) by the Debtors or the Reorganized Debtors, as applicable, upon stipulation or any agreement in writing, including, without limitation, email correspondence, between the Debtors and the Holder of the applicable Claim without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Disallowance of Claims or Interests.

Except as otherwise agreed to by the Debtors or the Reorganized Debtors, as applicable, any and all Proofs of Claim filed after the Bar Date shall be deemed Disallowed and expunged as of the Effective Date without any further notice to or action, Order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless the Bankruptcy Court shall have determined by a Final Order, on or before the Confirmation Hearing, that cause exists to extend the Claims Bar Date as to such Proof of Claim on the basis of excusable neglect.

All Claims Filed on account of an Indemnification Obligation shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such Indemnification Obligation is assumed by the Reorganized Debtors, or honored or reaffirmed, as the case may be, pursuant to this Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

All Proofs of Claim Filed on account of an Employee Obligation shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent the Reorganized Debtors elect to honor such Obligation, without any further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, in exchange for the Debtors' assumption of all obligations under the Deferred Compensation Plan and the Reinstatement of all Deferred Compensation Plan Claims pursuant to **Article III.C.4** of this Plan, any and all Proofs of Claim asserting Deferred Compensation Plan Claims shall be deemed satisfied and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court. The rights of the Debtors, the Reorganized Debtors, and the Holders of Deferred Compensation Plan Claims with respect to such Deferred Compensation Plan Claims shall be fully reserved, and any disputes relating to amounts owed in connection with such Deferred Compensation Plan Claims shall be resolved by the Reorganized Debtors and the applicable Holder(s) in the ordinary course of business after the Effective Date.

F. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever Disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless before the Confirmation Date: (i) such Claim has been adjudicated as non-contingent; or (ii) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered before the Confirmation Date determining such Claim is no longer contingent.

G. Amendments to Proofs of Claim.

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Claim or Proof of Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and any such new or amended Claim or Proof of Claim Filed after the Effective Date shall be deemed Disallowed in full and expunged without any further action or notice to the Bankruptcy Court; *provided*, *however*, the filing of an unauthorized amendment shall not affect the underlying Claim or Proof of Claim. Nothing in this paragraph shall impair any claimant's ability to seek leave from the Bankruptcy Court to amend a Claim or Proof of Claim.

H. No Distributions Pending Allowance.

Notwithstanding any other provision of this Plan, if any portion of a Claim is a Disputed Claim, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim or Interest unless and until such Disputed Claim becomes an Allowed Claim.

I. Distributions After Allowance.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with **Article VI** of this Plan.

J. Single Satisfaction of Claims.

In no case shall the aggregate value of all property received or retained under the Plan on account of any Allowed Claim or Interest exceed 100 percent of the underlying Allowed Claim or Interest plus applicable interest required to be paid under this Plan, if any, and the Allowed amount of any Claim or Interest shall be automatically reduced dollar-for-dollar on account of any payments made by any third parties on account of such Claim or Interest (including as set forth in **Article VI.J** of this Plan).

ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to this Plan, the distributions, rights, and treatment that are provided in this Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims or Interests, and GPX or any of its assets or properties with respect to any Claims that constitute GPX Claims, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted this Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date. For the avoidance of doubt, the discharge provided herein shall discharge, release, and extinguish any right of any Holder of any Claim to file, assert, levy, or attach any Liens or initiate any claim against any bonds or the Sureties on account of any Claims against any of the Debtors that are discharged, satisfied, or released pursuant to this Plan, including on account of General Unsecured Claims that are satisfied in full under this Plan, or otherwise enforce, collect, or recover on account of any such Claims other than as expressly permitted under this Plan. Further, and for the avoidance of doubt, the discharge provided herein shall discharge, release, and extinguish any right of any Holder of any GPX Claim to file, assert, levy, or attach any Liens against property of Golden Pass on account of any GPX Claims against any of the Debtors that are discharged, satisfied, or released pursuant to this Plan, or otherwise enforce, collect, or recover on account of any such GPX Claims against Golden Pass or any property interest of Golden Pass.

B. Release of Liens.

Except as otherwise provided in this Plan, the Confirmation Order, the Plan Supplement, or any contract, instrument, release, or other agreement or document created pursuant to this Plan, on the Effective

Date and concurrently with the applicable distributions made pursuant to this Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.C hereof, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates, including any bonds related to the Debtors, shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The foregoing direction to release Liens shall be considered a direction in accordance with, as applicable, the Prepetition Credit Agreement, as if such direction included the signatures of the necessary lenders thereunder to direct the applicable agent to take the actions contemplated thereby. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, including with respect to any bonds related to the Debtors, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors or the Reorganized Debtors that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

C. Releases by the Debtors.

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court, and except as expressly provided in this Plan, the Schedule of Retained Causes of Action, or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of each Debtor and its Estate, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Estates, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the GPX Settlement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under this Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or an Affiliate of a Debtor, the Released Avoidance Actions, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the

GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, and all related agreements, instruments, and other documents, and the solicitation of votes with respect to this Plan, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party from any Claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted fraud, willful misconduct, or gross negligence.

Notwithstanding anything to the contrary in this Article VIII.C, the Debtors shall maintain all rights to object to Filed Claims and shall not release any claims or Causes of Action (i) identified in the Schedule of Retained Causes of Action, or (ii) related to the GPX Settlement that are preserved by the GPX Settlement Documents, the GPX Settlement Dispute Opinion, or the GPX Settlement Dispute Order. Any and all such rights, claims, and Causes of Action set forth in this paragraph shall be fully preserved and revest in the Reorganized Debtors pursuant to this Plan and the Confirmation Order.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to Confirmation of this Plan; (2) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing this Plan; (3) a good faith settlement and compromise of the Claims released by the Debtor Release; (4) in the best interests of the Debtors and all Holders of Claims and Interests; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

D. Releases by Third Parties.

Except as otherwise expressly set forth in this Plan or the Confirmation Order, and except for the rights that remain in effect from and after the Effective Date to enforce this Plan, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the GPX Settlement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under this Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or an Affiliate of a Debtor, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory

Notes, the GUC Note Documents, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, and all related agreements, instruments, and other documents, and the solicitation of votes with respect to this Plan, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party (other than a Released Party that is a Reorganized Debtor, Debtor, or a director, officer, or employee of any Debtor as of the Petition Date), from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of this Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

E. Exculpation.

Except as otherwise specifically provided in this Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action or Claim whether direct or derivative related to any act or omission in connection with, relating to, or arising out of the Chapter 11 Cases from the Petition Date to the Effective Date, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, all related agreements, instruments, and other documents, or any transaction related to the Restructuring Transactions, any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases in connection with the Restructuring Transactions, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the Filing of the Chapter 11 Cases, the solicitation of votes for the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, except for Claims related to any act or omission that is determined in a Final Order to have constituted willful misconduct, gross negligence, or actual fraud, but in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan and the Confirmation Order.

The Exculpated Parties set forth above have, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with applicable law with respect to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not and shall not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

F. Injunction.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, and each of their successors and assigns, shall be enjoined from taking any actions to interfere with the implementation or Consummation of this Plan in relation to any Claim or Interest that is extinguished, discharged, satisfied, or released pursuant to this Plan.

Except as otherwise expressly provided in this Plan or the Confirmation Order, or for obligations issued or required to be paid pursuant to this Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, or Causes of Action that have been extinguished, discharged, satisfied, released, or are subject to exculpation pursuant to Article VIII, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Exculpated Parties and/or the Released Parties:

1. **commencing, conducting, or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;**

2. **enforcing, levying, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or Order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;**

3. **creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;**

4. **filing, asserting, levying, or attaching any Liens against any property of the Debtors or Reorganized Debtors on account of any Claims arising under or related to Executory Contracts or Unexpired Leases that are assumed and cured pursuant to this Plan;**

5. **filing, asserting, levying, or attaching any Liens against any bonds or the Sureties on account of any Claims against any of the Debtors that are discharged, satisfied, or released pursuant to this Plan, including on account of General Unsecured Claims that are satisfied in full under this Plan, and enforcing, collecting, or recovering on account of any such Liens;**

6. **filing, asserting, levying, or attaching any Liens against any property of Golden Pass on account of any GPX Claims against any of the Debtors that are discharged, satisfied, or released pursuant to the Plan, and enforcing, collecting, or recovering on account of any such Liens, or otherwise enforcing, collecting, or recovering on account of any such GPX Claims against Golden Pass;**

7. **filing, asserting, levying, or attaching any Claims or Liens on account of GPX Claims satisfied (or to be satisfied) by Golden Pass under the GPX Settlement, whether against the Released Parties, Exculpated Parties, Golden Pass, Chiyoda, CB&I, or CCZJV-GPX;**

8. **except as otherwise provided under this Plan, asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and**

9. **commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action released or settled pursuant to this Plan or the Confirmation Order.**

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action related to the Chapter 11 Cases prior to the Effective Date, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the

Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, the solicitation of votes with respect to this Plan, or any transaction related to the Restructuring, any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases in connection with the Restructuring Transactions, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, without regard to whether such Person or Entity is a Releasing Party, without the Bankruptcy Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action. The injunction in this Plan shall extend to any successors and assigns of the Debtors and the Reorganized Debtors and their respective property and interests in property.

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under this Plan, the Confirmation Order, or other document, instrument, or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement this Plan and the Confirmation Order from bringing an action to enforce the terms of this Plan, the Confirmation Order, or such document, instrument, or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement this Plan and the Confirmation Order.

G. Limitation of Liability of Officers, Directors, and Agents.

The provisions of section 1125(e) of the Bankruptcy Code govern the protection from liability with respect to all matters governed by section 1125(e). The Debtors and their successors (and the officers, directors or agents of the Debtors or their successors) have no liability for conduct that was authorized by an order of the Bankruptcy Court. With respect to conduct during the period from the Petition Date through the Effective Date, the Debtors and their successors (and the officers, directors or agents of the Debtors or their successors) may be subject to liability only for conduct that constituted actual fraud, gross negligence, or willful misconduct, provided that such limitations on liability exist under applicable non-bankruptcy law. Notwithstanding the foregoing, this Plan does not limit liability for conduct for which the Bankruptcy Court's approval was required by applicable law, but for which approval was not granted.

H. Waiver of Statutory Limitations on Releases.

Each Releasing Party in each of the releases contained in this Plan expressly acknowledges that although ordinarily a general release may not extend to Claims that the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, each Releasing Party has carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or Claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law that provides that a release does not extend to Claims that the claimant does not know or suspect to exist in its favor at the time of executing the release, which if known by it may have materially affected its settlement with the Released Party. The releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

I. Special Provision Regarding the United States Government.

Nothing in the Confirmation Order or the Plan shall effect a release of any Claim by the United States government or any of its agencies or any state and local authority whatsoever, including without limitation any Claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United

States or any state and local authority against any party or person, nor shall anything in the Confirmation Order or the Plan enjoin the United States or any state or local authority from bringing any Claim, suit, action, or other proceedings against any party or person for any liability of such persons whatever, including without limitation any Claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against such persons, nor shall anything in the Confirmation Order or the Plan exculpate any party or person from any liability to the United States government or any of its agencies or any state and local authority whatsoever, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any party or person.

J. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

K. Document Retention.

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policies, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THIS PLAN

A. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date of this Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of **Article IX.B** hereof:

1. The Bankruptcy Court shall have entered the Confirmation Order which shall be in form and substance reasonably satisfactory to the Debtors and the Committee and consistent in all material respects with the terms and conditions of the Plan;

2. The Confirmation Order shall be in full force and effect;

3. The settlements embodied in the Plan shall have been approved by the Bankruptcy Court and incorporated in the Confirmation Order;

4. The A&R Credit Facility Documents, in form and substance consistent with the A&R Credit Facility Term Sheet, shall have been executed and delivered by the Debtors and the A&R Credit Facility Agent;

5. The Sunbelt Promissory Note, in form and substance consistent with the Sunbelt Term Sheet, shall have been executed and delivered by the Debtors and Sunbelt;

6. The Debtors and the GUC Note Administrative Agent shall have executed the GUC Promissory Notes, and the GUC Promissory Notes shall have vested in the GUC Note Administrative Agent, for the benefit of, and distributions to, Holders of Allowed General Unsecured Claims;

7. The Parent Capital Contribution shall have been contributed to, and vested in, ZHI;

8. The Exit Intercreditor Agreement shall be executed in form and substance consistent with the Plan; and

9. The Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, actions, documents, and other agreements that are necessary to implement and effectuate the Plan and each of the other Restructuring Transactions.

B. Waiver of Conditions.

The conditions to the Effective Date set forth in this **Article IX** may be waived, in whole or in part, by the Debtors without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate this Plan; *provided, however*, the Debtors shall obtain the consent of the Prepetition Credit Facility Agent with respect to any waiver (in whole or in part) of the condition set forth in **Article IX.A.4**, and the consent of the Committee with respect to any waiver (in whole or in part) of the condition set forth in **Article IX.A.6**.

C. Substantial Consummation.

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

D. Effect of Failure of Conditions.

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

ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THIS PLAN

A. Modification and Amendments.

Except as otherwise specifically provided in this Plan, subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan), the Debtors reserve the right to modify this Plan without additional disclosure pursuant to section 1125 of the Bankruptcy Code prior to the Confirmation Date and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not re-solicit votes on such modified Plan; *provided, however,* that the Debtors shall obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alterations, amendments, supplements, or modifications to the Plan impacting the treatment of Holders of General Unsecured Claims under the Plan. After the Confirmation Date and before substantial consummation of the Plan, the Debtors may initiate proceedings in the Bankruptcy Court pursuant to section 1127(b) of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Plan Supplement, the Disclosure Statement, or the Confirmation Order, relating to such matters as may be necessary to carry out the purposes and intent of the Plan.

After the Confirmation Date, but before the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan (including the Plan Supplement) without further order or approval of the Bankruptcy Court; *provided*, *however*, that such adjustments and modifications do not materially and adversely affect the treatment of Holders of Claims or Interests.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

The Debtors reserve the right to revoke or withdraw this Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw this Plan, or if Confirmation or Consummation does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

ARTICLE XI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over the Chapter 11 Cases and all matters arising out of, or relating to, the Chapter 11 Cases, the Confirmation Order, and this Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. Allow, Disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or Allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code, the Confirmation Order, or this Plan;

3. resolve any matters related to: (i) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is a party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate any Claims arising therefrom, including Cure Claims; (ii) any dispute regarding whether a contract or lease is or was executory, expired, or terminated; (iii) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (iv) any other issue related to any Executory Contracts and Unexpired Leases; or (v) any dispute regarding whether the Plan or any Restructuring Transactions trigger any cross-default or change of control provision in any contract or agreement;

4. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan and adjudicate any and all disputes arising from or relating to distributions under this Plan or the Confirmation Order;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. adjudicate, decide, or resolve any and all matters related to Causes of Action that may arise from or in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

7. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

8. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of this Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with this Plan, the Confirmation Order, or the Disclosure Statement;

9. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of this Plan or any Entity's obligations incurred in connection with this Plan or the Confirmation Order and the administration of the Estates;

11. hear and determine disputes arising in connection with the interpretation, implementation, effect, or enforcement of this Plan or the Plan Supplement, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

12. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of this Plan or the Confirmation Order;

13. adjudicate, decide, or resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, exculpations, and other provisions contained in **Article VIII** hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, exculpations, and other provisions;

14. adjudicate, decide, or resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to **Article VI** hereof;

15. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

16. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order, the Plan Supplement, or any contract, instrument, release, indenture, or other agreement or document created in connection with this Plan, the Plan Supplement, or the Disclosure Statement;

17. enter an order concluding or closing the Chapter 11 Cases;

18. consider any modifications of this Plan to cure any defect or omission or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;

20. adjudicate, decide, or resolve disputes as to the ownership of any Claim or Interest;

21. adjudicate, decide, or resolve all matters related to any subordinated Claim;

22. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;

23. adjudicate, decide, or resolve matters concerning state, local, and U.S. federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

24. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

25. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in this Plan, including under **Article VIII** hereof;

26. hear and determine all disputes involving the obligations under, or the terms of, the GPX Final Settlement Order;

27. enforce all orders previously entered by the Bankruptcy Court in connection with the Chapter 11 Cases;

28. hear any other matter not inconsistent with the Bankruptcy Code; and

29. enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases with respect to any Person or Entity, and resolve any cases, controversies, suits, or disputes that may arise in connection with any Person or Entity's rights arising from or obligations incurred in connection with the Plan.

Nothing herein limits the jurisdiction of the Bankruptcy Court to interpret and enforce the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement, without regard to whether the controversy with respect to which such interpretation or enforcement relates may be pending in any state or other federal court of competent jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this **Article XI**, the provisions of this **Article XI** shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Unless otherwise specifically provided herein or in a prior Order of the Bankruptcy Court, the Bankruptcy Court shall have exclusive jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose prior to the Effective Date.

As of the Effective Date, notwithstanding anything in this **Article XI** to the contrary, the A&R Credit Facility Documents shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain any jurisdiction with respect thereto.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to **Article IX.A** hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted or rejected this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan or the Confirmation Order, each Entity acquiring property under this Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to this Plan and the Confirmation Order, regardless of whether any such Holder of a Claim or Interest has voted on this Plan.

B. Waiver of Stay.

The requirement under Bankruptcy Rule 3020(e) that an order confirming a plan is stayed until the expiration of fourteen (14) days after entry of the order shall be waived by the Confirmation Order. The Confirmation Order shall take effect immediately and shall not be stayed pursuant to the Bankruptcy Code, Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062 or otherwise.

C. Additional Documents.

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of this Plan or the Confirmation Order. The Debtors, the Reorganized Debtors, the GUC Note Administrative Agent, or the GUC Note Collateral Agent, as applicable, and all Holders of Claims receiving distributions pursuant to this Plan and all other parties in interest, shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan and the Confirmation Order.

D. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by each of the Debtors or the Reorganized Debtors (or the Distribution Agent on behalf of each of the Reorganized Debtors), as applicable, for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

The Debtors shall file all quarterly reports due prior to the Effective Date when they become due, in a form reasonably acceptable to the U.S. Trustee. After the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee, which reports shall include a separate schedule of disbursements made during the applicable period, attested to by the Reorganized Debtors. The obligation to file quarterly reports shall continue until the earliest of the Debtors' cases being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

E. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, the Committee shall dissolve automatically and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases, except with respect to (i) final fee applications of the Professionals asserting Professional Fee Claims, including any appeals in connection therewith, or (ii) for purposes of participating in any appeals of the Confirmation Order. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred after the Effective Date by the members of or advisors to the Committee, other than such fees and expenses incurred in connection with any appeals of the Confirmation Order. Any reasonable and documented fees or expenses of the Committee or its advisors incurred between the Confirmation Date and the Effective Date (or after the Effective Date with respect to any appeals of the Confirmation Order) shall be paid by the Debtors or Reorganized Debtors, as applicable, without the necessity of the filing of a fee application for such fees and expenses.

F. Reservation of Rights.

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by any Debtor with respect to this Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor or any Entity unless and until the Effective Date occurs.

G. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

H. Notices.

To be effective, all notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the Debtors or the Reorganized Debtors, to:
Zachry Holdings, Inc.
P.O. Box 240130
San Antonio, TX 78224
Attention: Jay Old

with copies (which shall not constitute notice) to:

White & Case LLP
609 Main Street, Suite 2900
Houston, Texas 77002
Attention: Charles R. Koster
Email: charles.koster@whitecase.com

-and-

White & Case LLP
111 South Wacker Drive
Chicago, IL 60606
Attention: Bojan Guzina, Andrew F. O'Neill, William A. Guerrieri, Adam T. Swingle
Email: bojan.guzina@whitecase.com;
aoneill@whitecase.com;
william.guerrieri@whitecase.com;
adam.swingle@whitecase.com

2. if to the Committee, to:
Jason Brookner
Gray Reed LLP
1300 Post Oak Blvd., Suite 2000
Houston, TX 77056
Attention: Jason S. Brookner
Email: jbrookner@grayreed.com

-and-

Ehud Barak
Daniel Desatnik
Proskauer LLP
Eleven Times Square
New York, NY 10036-8299
Attention: Ehud Barak, Daniel Desatnik
Email: ebarak@proskauer.com;
ddesatnik@proskauer.com

Paul V. Possinger
Proskauer LLP
Three First National Plaza
70 West Madison, Suite 3800
Chicago, IL 60602-4342
Attention: Paul V. Possinger
Email: ppossinger@proskauer.com

3. if to the Prepetition Credit Facility Agent, to:
Bank of America, N.A.
Agency Management
900 W. Trade St.
Gateway Village – 900 Building
NC1-026-06-03
Charlotte, NC 28255
Attention: Dianna (Dottie) Benner

with copies (which shall not constitute notice) to:

McGuireWoods LLP
845 Texas Ave., 24th Floor
Houston, TX 77002
Attention: Demetra Liggins, Andrew C. Papa
Email: dliggins@mcguirewoods.com;
apapa@mcguirewoods.com

-and-

McGuireWoods LLP
1251 Avenue of Americas, 20th Floor
New York, New York 10020-1104
Attention: Shawn R. Fox
Email: sfox@mcguirewoods.com

After the Effective Date, the Debtors have authority to send a notice to Entities receiving documents pursuant to Bankruptcy Rule 2002 that such Entities must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

I. Term of Injunctions or Stays.

Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

J. Entire Agreement.

Except as otherwise indicated, and without limiting the effectiveness of this Plan (including, for the avoidance of doubt, the Plan Supplement), the Confirmation Order supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan, the Confirmation Order, the Plan Supplement, and the documents related thereto.

K. Exhibits.

All exhibits and documents included in this Plan, the Confirmation Order, and the Plan Supplement are incorporated into and are a part of this Plan as if set forth in full in this Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at www.veritaglobal.net/ZHI or the Bankruptcy Court's website at http://www.txs.uscourts.gov/.

L. Deemed Acts.

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under this Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party by virtue of this Plan and the Confirmation Order.

M. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the Debtors' or Reorganized Debtors' consent, as applicable; and (3) non-severable and mutually dependent.

N. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, each of the Released Parties and Exculpated Parties will be deemed to have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and in a manner consistent with the Disclosure Statement, the Plan, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations in connection with all of their respective activities relating to support and consummation of the Plan and are entitled to the protections of section 1125(e) of the Bankruptcy Code and all other applicable protections and rights provided in the Plan. Without limiting the generality of the foregoing, upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and other applicable law.

O. Request for Expedited Determination of Taxes.

The Debtors and Reorganized Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

P. Closing of Chapter 11 Cases.

Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to (1) close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Reorganized Debtors, and all contested matters relating to each of the Debtors, including objections to Claims, and enforcement of this Plan shall be administered and heard in such Chapter 11 Case and (2) change the name of the remaining Debtor and case caption of the remaining open Chapter 11 Case as desired, in the Reorganized Debtors' sole discretion.

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, including full satisfaction of all obligations of the Reorganized Debtors under this Plan, File with the Bankruptcy Court all

documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

Q. Waiver or Estoppel.

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

R. Creditor Default.

An act or omission by a Holder of a Claim in contravention of the provisions of this Plan shall be deemed an event of default under this Plan. Upon an event of default, the Reorganized Debtors may seek to hold the defaulting party in contempt of the Confirmation Order and shall be entitled to reasonable attorneys' fees and costs of the Reorganized Debtors in remedying such default. Upon the finding of such a default by a creditor, the Bankruptcy Court may: (a) designate a party to appear, sign and/or accept the documents required under the Plan on behalf of the defaulting party, in accordance with Bankruptcy Rule 7070; (b) enforce the Plan by order of specific performance; (c) award judgment against such defaulting creditor in favor of the Reorganized Debtors in an amount, including interest, to compensate the Reorganized Debtors for the damages caused by such default; and (d) make such other order as may be equitable that does not materially alter the terms of this Plan.

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Dated: February 23, 2025

ZACHRY HOLDINGS, INC.
(for itself and on behalf of each of the other Debtors and Debtors in Possession)

By: */s/ Mohsin Y. Meghji*
Name: Mohsin Y. Meghji
Title: Chief Restructuring Officer

Exhibit B

Exit ICA Term Sheet

INTERCREDITOR AGREEMENT

Summary of Terms and Conditions

Reference is made to (i) that certain amended and restated credit agreement, to be entered into by and among Zachry Holdings, Inc., a Delaware corporation (the "Company"), Zachry EPC Holdings, LLC, a Texas limited liability company and Zachry Plant Services Holdings, Inc., a Texas corporation (collectively, the "Borrowers" and, each individually, a "Borrower"), the Company, as holdings, the several lenders from time to time parties thereto (the "First Lien Lenders"), Bank of America, N.A., as administrative agent and collateral agent (the "First Lien Agent") and each other party thereto, (ii) that certain second lien secured promissory note(the "Sunbelt Note") to be entered into by and among the Company and Sunbelt Rentals, Inc. (the "Second Lien Holder") and (iii) that certain third lien secured promissory note (the "GUC Promissory Note") to be entered into by and among the Company, Holders of General Unsecured Claims (the "Third Lien Holders") and the administrative agent under the GUC Promissory Note (the "Third Lien Agent"). The relative rights of the First Lien Lenders, the Second Lien Holder and the Third Lien Holders in the Loan Party Collateral (as defined in the A&R Credit Facility Term Sheet) will be governed by an intercreditor agreement to be entered into by and between the First Lien Agent, the Second Lien Holder and the Third Lien Agent on the terms set forth below and otherwise on terms and conditions mutually agreed to by the First Lien Agent, the Second Lien Holder and the Third Lien Agent. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 1978].

SUBORDINATION

Priority of Liens:	The priority of liens on the Collateral is in the following order: (1) Liens securing all obligations outstanding under the A&R Credit Facility Documents, certain hedging agreements or cash management agreements, and documentation (the "Additional First Lien Documentation") with respect to any other indebtedness issued or guaranteed by any Loan Party which are secured by any or all of the Collateral on a basis that is senior to the Second Lien Obligations (as defined below), including all interest, fees, costs and expenses accrued or accruing (or which would, absent commencement of an insolvency proceeding, accrue) after commencement of an insolvency proceeding (the "First Lien Obligations"); (2) Liens securing all obligations outstanding under the Sunbelt Note, including all interest, fees, costs and expenses accrued or accruing (or which would, absent commencement of an insolvency proceeding, accrue) after commencement of an insolvency proceeding (the "Second Lien Obligations"); and

(3) Liens securing all obligations outstanding under the GUC Promissory Note, including all interest, fees, costs and expenses accrued or accruing (or which would, absent commencement of an insolvency proceeding, accrue) after commencement of an insolvency proceeding (the "Third Lien Obligations").

There will be no cap on the maximum principal amount of loans and commitments under the First Lien Documentation and under the Additional First Lien Documentation. The amount of Second Lien Obligations shall be capped at an amount to be agreed between the Second Lien Holder and the Third Lien Agent. The amount of Second Lien Obligations and Third Lien Obligations shall be capped at an amount set forth in the A&R Credit Facility Documents.

The Collateral granted to the First Lien Agent on behalf of the First Lien Holders, the Second Lien Holder and the Third Lien Agent on behalf of the Third Lien Holders shall not include any assets that are not Collateral granted to each of such other persons. No person shall guaranty any of the First Lien Obligations, Second Lien Obligations or Third Lien Obligations that is not a guarantor or borrower, as applicable, of the First Lien Obligations, the Second Lien Obligations and the Third Lien Obligations.

The priority of liens shall remain in full force and effect irrespective of the time, manner, or order of the grant, attachment, or perfection of a lien.

Application of Payments:

Until (a) the payment in full in cash of the principal of, interest on (including postpetition interest, fees, expenses and costs), and other outstanding amounts of First Lien Obligations, termination of all commitments constituting First Lien Obligations, termination/cash collateralization of all letters of credits issued and constituting First Lien Obligations, and termination/cash collateralization of any applicable hedging agreements or cash management agreements (the "Discharge of First Lien Obligations"), (b) the payment in full in cash of the principal of, interest on (including postpetition interest, fees, expenses and costs), and other outstanding amounts of Second Lien Obligations (the "Discharge of Second Lien Obligations") and (c) the payment in full in cash of the principal of, interest on (including postpetition interest, fees, expenses and costs), and other outstanding amounts of Third Lien Obligations (the "Discharge of Third Lien Obligations"), Collateral, proceeds or other distributions with respect to the Collateral received in connection with an enforcement action as a secured creditor

pertaining to the Collateral (an "Enforcement Action") or an insolvency proceeding will be applied:

(a) first, to the First Lien Obligations (including permanent reduction of Exit Revolving Commitments under the Exit Revolving Facility);

(b) second, upon the Discharge of First Lien Obligations, to the Second Lien Obligations;

(c) third, upon the Discharge of First Lien Obligations and the Discharge of Second Lien Obligations, to the Third Lien Obligations; and

(d) fourth, upon the Discharge of First Lien Obligations, the Discharge of Second Lien Obligations and the Discharge of Third Lien Obligations, to the applicable ZHI Entity Guarantor (as defined in the A&R Credit Facility Term Sheet) or as otherwise required by law.

Payment Turnover:

Until the Discharge of First Lien Obligations has occurred, Collateral or proceeds thereof received by either (i) an agent or trustee with respect to the Second Lien Obligations or any other holders of the Second Lien Obligations (a "Second Lien Claimholder") or (ii) an agent or trustee with respect to the Third Lien Obligations or any other holders of the Third Lien Obligations (a "Third Lien Claimholder"), in each case in connection with an Enforcement Action, otherwise in contravention of the Intercreditor Agreement, or in connection with an insolvency proceeding will be paid over to a designated First Lien Claimholder (as defined below).

Following the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations, Collateral or proceeds thereof received by an agent or trustee with respect to First Lien Obligations or the Third Lien Obligations or any other holders of the First Lien Obligations (a "First Lien Claimholder") or any Third Lien Claimholder in connection with an Enforcement Action, otherwise in contravention of the Intercreditor Agreement, or in connection with an insolvency proceeding will be paid over to a designated Second Lien Claimholder.

Following the Discharge of First Lien Obligations and the Discharge of Second Lien Obligations and until the Discharge of Third Lien Obligations, Collateral or proceeds thereof received by an agent or trustee with respect to the First Lien Obligations or the Second Lien Obligations or any First Lien Claimholder or Second Lien Claimholders in connection with an Enforcement Action, otherwise in contravention of the Intercreditor Agreement, or in connection with an insolvency proceeding will be paid over to a designated Third Lien Claimholder.

Standstill Period:	Second Lien Claimholders may commence an Enforcement Action with respect to the Collateral or otherwise exercise rights under applicable law if (a) the Discharge of First Lien Obligations has occurred, or (b) a 180 day standstill period has elapsed, and no First Lien Claimholder is then diligently pursing an Enforcement Action against any Collateral or diligently attempting to vacate any stay against such exercise, or any Loan Party is subject of an insolvency proceeding; provided that the Second Lien Holder shall give the First Lien Agent at least 15 days prior written notice prior to taking any Enforcement Action (which notice may be given during the standstill period). The standstill period may be triggered by the Second Lien Claimholders providing written notice to a designated representative of the First Lien Claimholders upon (i) any payment default under the First Lien Documentation (as in effect on the effective date thereof or from time to time and irrespective of any waiver thereof), (ii) any payment default under the Second Lien Documentation or (iii) a breach of the restricted payments covenant under the Second Lien Documentation. Notwithstanding the foregoing, Second Lien Claimholders shall have all rights as an unsecured creditor and may exercise all rights and remedies available thereto to the extent not specifically waived, provided, that if any Second Lien Claimholder becomes a judgment lien creditor in respect of Collateral as a result of enforcement thereof, such judgment lien shall be subordinated to liens securing First Lien Obligations. Third Lien Claimholders may commence an Enforcement Action with respect to the Collateral or otherwise exercise rights under applicable law if (a) the Discharge of First Lien Obligations and Discharge of Second Lien Obligations has occurred, or (b) a 270 day standstill period (or, after the Discharge of First Lien Obligations, a 90-day standstill period) and no First Lien Claimholder or Second Lien Claimholder is then diligently pursing an Enforcement Action against any Collateral or diligently attempting to vacate any stay against such exercise, or any Loan Party is subject of an insolvency proceeding. The standstill period may be triggered by the Third Lien Claimholders providing written notice to a designated representative of the First Lien Claimholders and Second Lien Claimholders upon (i) any payment default under the First Lien Documentation (as in effect on the effective date thereof or from time to time and irrespective of any waiver thereof), (ii) any payment default under the Third Lien Documentation or (iii) a breach of the restricted payments covenant under the Third Lien Documentation. Notwithstanding the foregoing, Third Lien Claimholders shall have all rights as an unsecured creditor and may exercise all rights and remedies available thereto to the extent not specifically waived, provided, that if any Third Lien Claimholder becomes a judgment lien creditor in respect of Collateral as a result of enforcement thereof, such judgment lien

shall be subordinated to liens securing First Lien Obligations and Second Lien Obligations.

Release of Liens:

If in connection with (1) a First Lien Claimholder's Enforcement Action in respect of the Collateral or (2) a disposition of Collateral not prohibited by the terms of the First Lien Documentation from time to time in effect, the First Lien Claimholders release any liens on any part of the Collateral or release any Guarantor from its obligations under its guaranty of the First Lien Obligations, then the liens of the Second Lien Claimholders and the Third Lien Claimholders on such Collateral and the obligations of such Guarantor under its guaranty of the Second Lien Obligations and the Third Lien Obligations, shall in each case be automatically released to the same extent as the liens of such First Lien Claimholders, or the obligations of such Guarantor under its guaranty of the First Lien Obligations, as applicable, are released (but shall apply to any remaining proceeds of such disposition of Collateral that are not otherwise utilized to repay the First Lien Obligations).

If in connection with (1) a Second Lien Claimholder's Enforcement Action in respect of the Collateral or (2) a disposition of Collateral not prohibited by the terms of the First Lien Documentation, not prohibited by the terms of the Second Lien Documentation and not prohibited by the terms of the Third Lien Documentation, the Second Lien Claimholders release any liens on any part of the Collateral or release any Guarantor from its obligations under its guaranty of the Second Lien Obligations, then the liens of the Third Lien Claimholders on such Collateral and the obligations of such Guarantor under its guaranty of the Third Lien Obligations, shall in each case be automatically released to the same extent as the liens of such Second Lien Claimholders, or the obligations of such Guarantor under its guaranty of the Second Lien Obligations, as applicable, are released (but shall apply to any remaining proceeds of such disposition of Collateral that are not otherwise utilized to repay the Second Lien Obligations).

The First Lien Agent and the First Lien Claimholders shall have the sole and exclusive right, subject to the rights of Grantors under the First Lien Documents, to adjust and settle any claim under any insurance policy covering the Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding (or any deed in lieu of condemnation) affecting the Collateral. All proceeds of any such insurance policy and any such award (or any payments with respect to a deed in lieu of condemnation) shall be paid, subject to the rights of Grantors under the First Lien Documents and the Second Lien Documents, first to the First Lien Claimholders, then to Second Lien Claimholders and finally to the Third Lien

Claimholders in accordance with the priorities set forth herein, or as a court of competent jurisdiction may otherwise direct.

INSOLVENCY PROCEEDINGS

DIP Financing / Cash Collateral:

Until the Discharge of First Lien Obligations, the Second Lien Claimholders and the Third Lien Claimholders will not contest any debtor-in-possession financing ("DIP Financing") or the use of cash collateral if the designated First Lien Claimholder consents thereto; provided that (i) the aggregate principal amount of such DIP Financing, together with the aggregate outstanding First Lien Obligations (including any roll-up), does not exceed the DIP Cap, (ii) such DIP Financing or cash collateral order (A) does not compel any Grantor to seek confirmation of a specific plan of reorganization for which all or substantially all of the material terms are set forth in such DIP Financing documentation or the DIP Financing order or (B) does not require the sale or other liquidation of a material portion of the Collateral prior to a default under such DIP Financing documentation or cash collateral order (but may include sale or plan milestones providing for the sale or reorganization of each Grantor's business as a going concern that are intended to cause the applicable Grantor to consummate such sale or reorganization as soon as practicable after the commencement of an insolvency proceeding), and (iii) the liens securing such DIP Financing shall be senior to or pari passu with the liens of the First Lien Claimholder on the Collateral securing the then outstanding First Lien Obligations (collectively, the "DIP Financing Conditions").

"DIP Cap" shall mean 130% of the aggregate principal amount of First Lien Obligations outstanding at any time.

Sale of Collateral:

Second Lien Claimholders and Third Lien Claimholders will not object in such capacities, and will be deemed to have consented to a 363 sale of Collateral to which the designated First Lien Claimholder consents in writing if (a) the liens of the Second Lien Claimholders attach to the net proceeds with the same priority as their liens on the Collateral which liens are subject to the Intercreditor Agreement, (b) the liens of the Third Lien Claimholders attach to the net proceeds with the same priority as their liens on the Collateral which liens are subject to the Intercreditor Agreement and (c) the net proceeds are distributed in accordance with the application of payments under the Intercreditor Agreement; provided that the Second Lien Claimholders and the Third Lien Claim Holders will not be limited from exercising rights available to general unsecured creditors to object to such a proposed sale of Collateral. The Second Lien Claimholders and the Third Lien Claimholders will

	not object in such capacities to the right of the First Lien Claimholders to credit bid First Lien Obligations.
Adequate Protection:	Second Lien Claimholders and Third Lien Claimholders shall not contest any request by the First Lien Claimholders for adequate protection, postpetition interest or relief from the automatic stay. To the extent that adequate protection is requested by and granted to the First Lien Claimholders in the form of payment of postpetition interest as adequate protection, additional or replacement liens or superpriority claims, the Second Lien Claimholders and Third Lien Claimholders may also seek payment of postpetition interest as adequate protection, additional or replacement liens or superpriority claims; *provided* that (i) if the Second Lien Claimholders receive adequate protection in the form of additional or replacement liens or superpriority claims, such liens and claims will be subordinate to the liens and claims of the First Lien Claimholders, (ii) if the Third Lien Claimholders receive adequate protection in the form of additional or replacement liens or superpriority liens, such liens and claims will subordinate to the liens and claims of the First Lien Claimholders and the Second Lien Claimholders, (iii) the Second Lien Claimholders may seek the payment of postpetition interest as adequate protection subject to the First Lien Claimholders' right to object to the reasonableness of such payments and (iv) the Third Lien Claimholders may seek the payment of postpetition interest as adequate protection subject to the First Lien Claimholders' and the Second Lien Claimholders' right to object to the reasonableness of such payments.
Waiver of Claims:	Second Lien Claimholders and Third Lien Claimholders waive any right to assert or enforce any claim under section 506(c) or 552 of the Bankruptcy Code as against any First Lien Claimholders or any of the Collateral. Third Lien Claimholders waive any right to assert or enforce any claim under section 506(c) or 552 of the Bankruptcy Code as against any Second Lien Claimholders or any of the Collateral.
Plan Voting:	Second Lien Claimholders and Third Lien Claimholders shall have the right to vote any claim in any insolvency proceeding; provided, the Second Lien Claimholders and the Third Lien Claimholders in such capacities shall not vote in favor of any chapter 11 plan that is in violation of the Intercreditor Agreement.
OTHER PROVISIONS	
Purchase Rights:	None.

Amendment of Loan Documents:	The First Lien Claimholders have consent rights with respect to amendments to Second Lien Documentation that (i) are in violation of the Intercreditor Agreement, (ii) restrict the Borrowers' ability to make required payments with respect to the First Lien Obligations, or (iii) shortens the maturity or weighted average life to maturity of the Second Lien Obligations, require that any payment on the Second Lien Obligations be made earlier than originally scheduled or add or make more restrictive any mandatory payment, prepayment, redemption, repurchase, sinking fund or similar requirement except for periods beyond the latest maturity date under the First Lien Documentation. The First Lien Claimholders have consent rights with respect to amendments to Third Lien Documentation that (i) are in violation of the Intercreditor Agreement, (ii) restrict the Borrowers' ability to make required payments with respect to the First Lien Obligations, or (iii) shortens the maturity or weighted average life to maturity of the Third Lien Obligations, require that any payment on the Third Lien Obligations be made earlier than originally scheduled or add or make more restrictive any mandatory payment, prepayment, redemption, repurchase, sinking fund or similar requirement except for periods beyond the latest maturity date under the First Lien Documentation. The Second Lien Claimholders have consent rights with respect to amendments to First Lien Documentation that are in violation of the Intercreditor Agreement. The Third Lien Claimholders have consent rights with respect to amendments to First Lien Documentation and Second Lien Documentation that are in violation with the Intercreditor Agreement.

United States Bankruptcy Court
Southern District of Texas

In re:
Zachry Holdings, Inc.
Madison Industrial Services Team, LLC
Debtors

Case No. 24-90377-mi
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4 | User: ADIuser |
Date Rcvd: Feb 27, 2025 | Form ID: pdf002 | Total Noticed: 126

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 01, 2025:

Recip ID		Recipient Name and Address
db	+	Zachry Holdings, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	Computer Simulation & Analysis, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	J.V. Industrial Companies, LLC, 3741 Red Bluff Road, Pasadena, TX 77503-3319
jdb	+	JVIC Fabrication, LLC, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	Madison Industrial Services Team, LLC, 3741 Red Bluff Road, Pasadena, TX 77503-3318
jdb	+	Moss Point Properties, LLC, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	UE Properties, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	ZEC Michigan, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	ZEC New York, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	Zachry Constructors, LLC, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	Zachry EPC Holdings, LLC, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	Zachry Engineering Corporation, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	Zachry Enterprise Solutions, LLC, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	Zachry High Voltage Solutions, LLC, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	Zachry Industrial Americas, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	Zachry Industrial, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	Zachry Maintenance Services, LLC, 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	Zachry Nuclear Construction, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	Zachry Nuclear Engineering, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	Zachry Nuclear, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
jdb	+	Zachry Plant Services Holdings, Inc., 527 Logwood Avenue, San Antonio, TX 78221-1738
cr		Alfred Miller Contracting Company, Lake Charles, LA
cr	+	Avis Lamotte, c/o Stranch, Jennings & Garvery, PC, 223 Rosa Parks Ave., Suite 200, Nashville, TN 37203-3513
op	+	CB&I LLC, 757 North Eldridge Parkway, Houston, TX 77079-4527
cr	+	CRG Financial LLC, 84 Herbert Avenue, Building B, Suite 202, Closter, NJ 07624 UNITED STATES 07624-1343
cr	+	Consolidated Concrete, L.L.C., c/o Jordan W. Adam, 409 South 17th Street, Omaha, NE 68102-2603
cr	+	Consolidated Pipe and Supply Company, Inc. d/b/a H, c/o Evan N. Parrott, 11 N. Water St., Suite 24290, Mobile, AL 36602-5024
cr		Corrpro Companies, Inc., c/o Dore Rothberg Law, Attn: Laura Crabtree, 16225 Park Ten Place Dr., Suite 700, Houston, TX 77084 UNITED STATES
cr	#+	Curt Acklam, Acklam, Inc., 133 S 27th Ave., Brighton, CO 80601, UNITED STATES 80601-2603
sp	+	Hicks Thomas LLP, 700 Louisiana, Suite 2000, Houston, TX 77002-2822
cr		Kennedy Wire Rope & Sling Company, Inc., C/O Dore Rothberg Law, P.C., Attn: Connor Smith, 16225 Park Ten Place Dr., Suite 700, Houston, TX 77084 UNITED STATES
op	+	Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, El Segundo, CA 90245-5648
cr	#+	Lasko Electrical Services, LLC, c/o C. Daniel Roberts, C. Daniel Roberts, PC, PO Box 6368, Austin, TX 78762-6368
cr	+	LinkedIn Corporation, Fox Rothschild LLP, Attn: David P. Papiez, 1001 4th Ave., Suite 4400 Seattle, WA 98154-1192
cr	+	Meilssa M Macejko, Estate of Davey Kent, Inc., PO Box 266, Cuyahoga Falls, OH 44222-0266
cr	+	National Labor Relations Board - Region 15, 600 South Maestri Place, 7th Floor, New Orleans, LA 70130-3413, UNITED STATES 70130-3431
cr	+	Northwest Insulation Company, Inc.,, Lovell, Isern & Farabough, LLP, 112 W 8th Ave, Suite 1000, Amarillo, TX 79101, UNITED STATES 79101-2343
cr	#+	Shawna Green, c/o Trip Nix, Holland & Knight LLP, 100 Congress Avenue, Suite 1800 Austin, TX 78701-4042
cr		Siemens Industry, Inc., c/o Phillips Lytle LLP, Angela Z. Miller (AM 4473), One Canalside, 125 Main Street, Buffalo, NY 14203-2887
cr	+	Specialty Distribution Group, LLC dba Distribution, Matthews Shiels Knott, c/o Robert L. Eden, 8131 LBJ Freeway, Suite 700, Dallas, TX

75251 UNITED STATES 75251-1352

cr + Sun Coast Resources LLC, 6405 Cavalcade St., Bldg. 1, Houston, TX 77026, UNITED STATES 77026-4315

cr + Ware Jackson Lee O'Neill Smith & Barrow, LLP, 2929 Allen Parkway, Ste 39th Floor, Houston, TX 77019, US 77019-7100

cr + Wells Fargo Equipment Finance, Inc., c/o Daniel J. Ferretti, Baker Donelson, 1301 McKinney, Suite 3700, Houston, TX 77010-3034

TOTAL: 43

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID		Notice Type: Email Address	Date/Time	Recipient Name and Address
aty	+	Email/Text: bankruptcy.legaldepartment.us@siemens.com	Feb 27 2025 20:21:00	Stephanie Mitchell, Esq., LC RC - US Lit., 4800 North Point Parkway, Alpharetta, GA 30022-3732
cr	+	Email/Text: jking@offermanking.com	Feb 27 2025 20:21:00	4 Horn Industrial, c/o James W. King, 6420 Wellington Pl, Beaumont, TX 77706-3206
cr		Email/Text: COURTS@ARGOPARTNERS.NET	Feb 27 2025 20:22:00	ARGO PARTNERS, 12 W 37TH ST RM 900, NEW YORK, NY 10018-7381
cr	^	MEBN	Feb 27 2025 20:18:48	Air Specialty & Equipment Co., 406 S. Navigation, Corpus Christi, TX 78405-4001
cr	+	Email/Text: bankruptcynotices@anb.com	Feb 27 2025 20:22:00	Amarillo National Bank, Mullin Hoard and Brown, LLP, Attn: Brad W. Odell, P.O. Box 2585, Lubbock, TX 79408-2585
intp	+	Email/Text: bbentley@apacheip.com	Feb 27 2025 20:22:00	Apache Industrial Services, Inc., 250 Assay Street, Suite 500, Houston, TX 77044-3507
cr	+	Email/Text: schylar.harris@cajunusa.com	Feb 27 2025 20:22:00	Cajun Industries, LLC, 15635 Airline Hwy, Baton Rouge, LA 70817-7318
cr	+	Email/Text: notifications@cstrial.com	Feb 27 2025 20:22:00	Cheyanne Adams, CAIN & SKARNULIS PLLC, c/o Ryan E. Chapple, 303 Colorado Street, Suite 2850, Austin, TX 78701, UNITED STATES 78701-0137
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	City of Houston, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	City of Pasadena, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	^	MEBN	Feb 27 2025 20:15:52	Consolidated Concrete, L.L.C., c/o Jordan W. Adam, 409 South 17th Street, Omaha, NE 68102-2603
cr	^	MEBN	Feb 27 2025 20:16:09	Countless Supply LLC, c/o Chamberlain Hrdlicka, Attn: Bankruptcy Department, 1200 Smith Street, Suite 1400, Houston, TX 77002-4496
cr	+	Email/Text: jking@offermanking.com	Feb 27 2025 20:21:00	Cy-Fair Tire, c/o James W. King, 6420 Wellington Pl, Beaumont, TX 77706-3206
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	Cypress-Fairbanks ISD, Linebarger Goggan Blair & Sampson LLP, C/O Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr		Email/Text: rusty.bay@dashiell.com	Feb 27 2025 20:22:00	Dashiell Corporation, 12301 Kurland Drive, Suite 110, Houston, TX 77034
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	Deer Park ISD, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr	^	MEBN	Feb 27 2025 20:18:52	Diamond Oil Field Supply Inc, Charles M. Rush, APLC, 202 Magnate Dr, Lafayette, LA 70508, UNITED STATES 70508-3830
cr		Email/Text: ntew@enermech.com	Feb 27 2025 20:22:00	EnerMech Mechanical Services, Inc., 12101 Cutten Road, Houston, TX 77066, UNITED

				STATES
cr	^	MEBN	Feb 27 2025 20:18:19	F.E. Moran, Inc. Special Hazard Systems, c/o Saul Ewing LLP, 701 Brickell Avenue, Suite 1700, Miami, FL 33131-2832
cr		Email/Text: fred.glass@fairharborcapital.com	Feb 27 2025 20:22:00	Fair Harbor Capital, LLC, PO Box 237037, New York, NY 10023, US
cr		Email/Text: bfranke@clarkhill.com	Feb 27 2025 20:22:00	Flowserve Us Inc., c/o Clark Hill PLC, Attn Robert P Franke, 901 Main Street, Suite 6000, Dallas, TX 75202
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	Fort Bend County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr		Email/Text: bankruptcy@germer.com	Feb 27 2025 20:22:00	Patriot Security EOC, Germer, PLLC, Gary C. Coker, P.O. Box 4915, Beaumont, Tx 77704
cr		Email/Text: bankruptcy@germer.com	Feb 27 2025 20:22:00	Port of Beaumont, Gary W. Coker - Germer PLLC, P.O. Box 4915, Beaumont, TX 77704
cr		Email/Text: bankruptcy@germer.com	Feb 27 2025 20:22:00	G&G Enterprises Construction Corp, Germer PLLC, C/o Gary W. Coker, P.O. Box 4915, Beaumont, TX 77704
cr		Email/Text: cleavins@germer.com	Feb 27 2025 20:22:00	Metal Depot Orange, LLC, GERMER PLLC, P.O. Box 4915, Beaumont, TX 77704
cr		Email/Text: cwgoehringer@germer.com	Feb 27 2025 20:22:00	James J. Flanagan Shipping Corporation, GERMER PLLC, 550 Fannin Street, Suite 400, Beaumont, Tx 77701, UNITED STATES
cr		Email/Text: cwgoehringer@germer.com	Feb 27 2025 20:22:00	Sabine River Authority of Texas, Germer PLLC, 550 Fannin Street, Suite 400, Beaumont, TX 77701, UNITED STATES
cr		Email/Text: cwgoehringer@germer.com	Feb 27 2025 20:22:00	Martin Creek Holdings, LLC, Germer PLLC, 550 Fannin Street, Suite 400, Beaumont, TX 77701, UNITED STATES
cr	+	Email/Text: ar@gajeske.com	Feb 27 2025 20:22:00	Gajeske, Inc., 6200 N Houston Rosslyn Road, Houston, TX 77091-3410
cr	+	Email/Text: smarmon@cjmhlaw.com	Feb 27 2025 20:22:00	Glesby Marks, Ltd., Crady Jewett McCulley & Houren LLP, c/o Shelley B. Bush, 2727 Allen Parkway, Suite 1700, Houston, TX 77019-2125
cr	^	MEBN	Feb 27 2025 20:19:20	Graco Mechanical, Inc., 5910 Schumacher Lane, Houston, TX 77057-7188
cr	+	Email/Text: bankruptcy@abernathy-law.com	Feb 27 2025 20:22:00	Grayson Taxing Entities (City of Sherman and Howe, Abernathy, Roeder, Boyd & Hullett, P.C., 1700 Redbud Blvd., Suite 300, McKinney, TX 75069-3276
cr		Email/Text: susan.fuertes@harriscountytx.gov	Feb 27 2025 20:22:00	Harris County, ATTN: Property Tax Division, Harris County Attorney's Office, P.O. Box 2848, Houston, TX 77252-2928, UNITED STATES
cr	+	Email/Text: arapoport@haincapital.com	Feb 27 2025 20:23:00	Hain Capital Group, LLC, 301 Route 17 North, Suite 816A, Rutherford, NJ 07070, UNITED STATES 07070-2575
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	Harris County ESD #09, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	Harris County ESD #48, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	Harris County ESD #60, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064

cr	^	MEBN	Feb 27 2025 20:15:59	Hayden & Company, c/o Clark Hill PLC, Attn Robert P Franke, 901 Main Street, Suite 6000, Dallas, TX 75202-3748
sp	^	MEBN	Feb 27 2025 20:15:55	Hicks Thomas LLP, 700 Louisiana, Suite 2000, Houston, TX 77002-2822
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	Houston Community College System, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	Houston ISD, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr		Email/Text: shirleyluhmann@infinityautoexpress.com	Feb 27 2025 20:22:00	Infinity Auto Express, Inc., 200 S Babcock St, Melbourne, FL 32901
cr	^	MEBN	Feb 27 2025 20:15:41	IWS Gas and Supply of Texas, Ltd., Chamberlain Hrdlicka Attorneys at Law, 1200 Smith, Suite 1400, Houston, TX 77002, UNITED STATES 77002-4496
cr	^	MEBN	Feb 27 2025 20:16:18	International Bank of Commerce, c/o Michael G. Colvard, 112 E Pecan Street, Suite 1616, San Antonio, Tx 78205-8902
cr	^	MEBN	Feb 27 2025 20:16:12	J2 Resources, LLC, Patel Gaines, PLLC, 221 West Exchange Avenue, Suite 306, Fort Worth, TX 76164, UNITED STATES 76164-3614
cr	+	Email/Text: notifications@cstrial.com	Feb 27 2025 20:22:00	James Adams, CAIN & SKARNULIS PLLC, c/o Ryan E. Chapple, 303 Colorado Street, Suite 2850, Austin, TX 78701, UNITED STATES 78701-0137
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	Jefferson County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr		Email/Text: lloyd.lim@keanmiller.com	Feb 27 2025 20:22:00	PK Technology, c/o Lloyd A. Lim, Kean Miller LLP, 711 Louisiana, Ste. 1800, Houston, TX 77002
cr		Email/Text: lloyd.lim@keanmiller.com	Feb 27 2025 20:22:00	PK Industrial LLC, c/o Lloyd A. Lim, Kean Milller LLP, 711 Louisiana, Ste. 1800, Houston, TX 77002
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	Katy ISD, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemier, PO Box 3064, Houston, TX 77253-3064
op	+	Email/Text: kccnoticing@kccllc.com	Feb 27 2025 20:22:00	Kurtzman Carson Consultants, LLC dba Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245-5614
cr		Email/Text: sanantonio.bankruptcy@publicans.com	Feb 27 2025 20:21:00	Eagle Pass ISD, Linebarger Goggan Blair & Sampson, LLP, c/o Don Stecker, 112 E. Pecan Street, Suite 2200, San Antonio, TX 78205
cr		Email/Text: sanantonio.bankruptcy@publicans.com	Feb 27 2025 20:21:00	Bexar County, Linebarger Goggan Blair & Sampson, c/o Don Stecker, 112 E. Pecan Street, Suite 2200, San Antonio, TX 78205
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	Lone Star College System, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO Box 3064, Houston, TX 77253-3064
cr		Email/Text: bfranke@clarkhill.com	Feb 27 2025 20:22:00	Maxim Crane Works, Inc., c/o Clark Hill PLC, Attn Robert P Franke, 901 Main Street, Suite 6000, Dallas, TX 75202
cr	^	MEBN	Feb 27 2025 20:16:06	Marquis Construction Services, LLC, P.O. Box 548, Clute, TX 77531-0548
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	Matagorda County, Linebarger Goggan Blair &

				Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	+	Email/Text: burrerk@gtlaw.com	Feb 27 2025 20:22:00	Matheson Tri-Gas, Inc., c/o Karl D. Burrer, Greenberg Traurig, LLP, 1000 Louisiana Stree, Suite 6700, Houston, TX 77002-6003
cr	+	Email/Text: charles.rauton@nlrb.gov	Feb 27 2025 20:22:00	National Labor Relations Board - Region 15, 600 South Maestri Place, 7th Floor, New Orleans, LA 70130-3413, UNITED STATES 70130-3431
cr	+	Email/Text: notifications@cstrial.com	Feb 27 2025 20:22:00	Nucor Rebar Fabrication South LLC fka Nucor Harris, CAIN & SKARNULIS PLLC, c/o Ryan E. Chapple, 303 Colorado Street, Suite 2850, Austin, TX 78701, UNITED STATES 78701-0137
cr	+	Email/Text: schristianson@buchalter.com	Feb 27 2025 20:21:00	Oracle America, Inc., Buchalter PC, c/o Shawn M. Christianson, 425 Market St., Suite 2900, San Francisco, Ca 94105-2491
cr		Email/Text: houston_bankruptcy@LGBS.com	Feb 27 2025 20:23:00	Orange County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	^	MEBN	Feb 27 2025 20:18:16	P&I Supply Company, c/o Patricia B. Tomasco, Quinn Emanuel Urquhart & Sullivan, LLP, 700 Louisiana, Suite 3900, Houston, TX 77002-2841
cr	^	MEBN	Feb 27 2025 20:17:00	Puffer-Sweiven, c/o Mary Elizabeth Heard, Grable Martin PLLC, 7700 Broadway St., Suite 104 PMB 308, San Antonio, TX 78209-3260
cr		Email/Text: bfranke@clarkhill.com	Feb 27 2025 20:22:00	System One Holdings, LLC, Clark Hill PLC, Attn Robert P Franke, 901 Main Street, Suite 6000, Dallas, TX 75202
cr	^	MEBN	Feb 27 2025 20:16:22	Shawna Green, c/o Trip Nix, Holland & Knight LLP, 100 Congress Avenue, Suite 1800, Austin, TX 78701-4042
cr	^	MEBN	Feb 27 2025 20:16:14	Shermco Industries, Inc., c/o Jason P. Kathman, Spencer Fane LLP, 5700 Granite Parkway, Suite 650, Plano, TX 75024-6812
cr	+	Email/Text: tyeates@moorelandrey.com	Feb 27 2025 20:22:00	Sidney Martinez, c/o Tommy Lee Yeates, Moore Landrey, L.L.P., 905 Orleans, Beaumont, TX 77701-2998
cr	+	Email/Text: tyeates@moorelandrey.com	Feb 27 2025 20:22:00	Sindy Martinez, c/o Tommy Lee Yeates, Moore Landrey, L.L.P., 905 Orleans, Beaumont, TX 77701-2998
cr	+	Email/Text: brittany@sdllaw.com	Feb 27 2025 20:22:00	Spitzer Industries, Inc., c/o Ross Spence, Spence, Desenberg & Lee, PLLC, 1770 St. James Place, Suite 625, Houston, TX 77056-3500
cr	^	MEBN	Feb 27 2025 20:19:11	TECON SERVICES, INC, 1301 Mckinney Street, Suite 1400, Houston, TX 77010-3064
intp	+	Email/Text: tross@trcmllc.com	Feb 27 2025 20:23:00	TR Capital Management, LLC, PO BOX 633, Woodmere, NY 11598-0633
cr	+	Email/Text: jking@offermanking.com	Feb 27 2025 20:21:00	Tate & Company, c/o James W. King, 6420 Wellington Pl, Beaumont, TX 77706-3206
cr	^	MEBN	Feb 27 2025 20:18:37	Texas ReExcavation LC, 5114 Railroad Street, Deer Park, TX 77536-2409
cr		Email/Text: julie.parsons@mvbalaw.com	Feb 27 2025 20:22:00	The County of Brazos, Texas, McCreary Veselka Bragg & Allen, PC, Attn: Julie Anne Parsons, PO Box 1269, Round Rock, TX 78680-1269
cr	+	Email/Text: julie.parsons@mvbalaw.com	Feb 27 2025 20:22:00	The County of Medina, Texas, McCreary, Veselka, Bragg & Allen, P.C., P.O. Box 1269, Round Rock, TX 78680, UNITED STATES 78680-1269
cr	+	Email/Text: BKECF@traviscountytx.gov	Feb 27 2025 20:22:00	Travis County, c/o Jason A. Starks, P.O. Box

				1748, Austin, TX 78767-1748
cr	+	Email/Text: BKNotice@andrewsmyers.com	Feb 27 2025 20:22:00	USA Debusk, LLC, c/o Andrews Myers, PC, Attn: Lisa M. Norman, 1885 Saint James Place, 15th floor, Houston, TX 77056-4176
cr	^	MEBN	Feb 27 2025 20:16:48	United Site Services, Inc., c/o Armistead M. Long, Gordon Arata Montgomery Barnett, 1015 Saint John Street, Lafayette, LA 70501, UNITED STATES 70501-6711
cr	^	MEBN	Feb 27 2025 20:18:23	Ursula Andres, c/o Tommy Yeates, 905 Orleans, Beaumont, TX 77701-3520
cr	+	Email/Text: smarmon@cjmhlaw.com	Feb 27 2025 20:22:00	Victory Air & Equipment, LLC, Crady Jewett McCulley & Houren LLP, c/o Shelley B. Bush, 2727 Allen Parkway, Suite 1700, Houston, TX 77019-2125
cr	+	Email/Text: tannweiler@greerherz.com	Feb 27 2025 20:22:00	W. Joe Shaw, Ltd. d/b/a goSafe, c/o Greer, Herz & Adams, LLP, One Moody Plaza, 18th Fl., Galveston, TX 77550-7947
cr		Email/Text: accounting@waterfleet.com	Feb 27 2025 20:22:00	WaterFleet, LLC, 5110 S.E. Loop 410, San Antonio, TX 78222
cr	^	MEBN	Feb 27 2025 20:16:11	Ware Jackson Lee O'Neill Smith & Barrow, LLP, 2929 Allen Parkway, Ste 39th Floor, Houston, TX 77019, US 77019-7100
cr	^	MEBN	Feb 27 2025 20:19:13	Wells Fargo Equipment Finance, Inc., c/o Daniel J. Ferretti, Baker Donelson, 1301 McKinney, Suite 3700, Houston, TX 77010-3034
cr	+	Email/Text: notifications@cstrial.com	Feb 27 2025 20:22:00	Wendy Adams, CAIN & SKARNULIS PLLC, c/o Ryan E. Chapple, 303 Colorado Street, Suite 2850, Austin, TX 78701, UNITED STATES 78701-0137
cr	+	Email/Text: tyeates@moorelandrey.com	Feb 27 2025 20:22:00	Yelina Martinez, c/o Tommy Lee Yeates, 905 Orleans, Beaumont, TX 77701-3520
cr	+	Email/Text: tyeates@moorelandrey.com	Feb 27 2025 20:22:00	Yelina Martinez, c/o Tommy Lee Yeates, Moore Landrey, L.L.P., 905 Orleans, Beaumont, TX 77701-2998

TOTAL: 89

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
aty		Gray Reed
aty		OPPD
aty		Okin Adams Bartlett Curry LLP
aty		Proskauer Rose LLP
cr		Acuren Inspection, Inc.
cr		Allianz Global Risks US Insurance Co.
cr		Bank of America, N.A.
cr		Bank of america, n.a.
cr		Bernhard Capital Partners Management, LP
cr		Bradford Capital Management, LLC
cr		Brown & Root Industrial Services, LLC
intp		Burns & McDonnell Engineering Company, Inc.
cr		Certain Underwriters at Lloyd's of London Subscrib
intp		Chiyoda International Corporation
ip		Clean Harbors Industrial Services, Inc.
ip		Clean Harbors, Inc.
cr		Commonwealth Electric Company of the Midwest
cr		Consolidated Crane & Rigging, LLC
cr		Curtiss-Wright Flow Control Company, Farris

cr	DNOW L.P.
cr	Discount Locksmith and Surveillance, LLC
cr	Element Fleet Corporation
cr	Encina Development Group, LLC
intp	ExxonMobil Corporation
intp	FLNG Liquefaction 2, LLC
intp	FLNG Liquefaction 3, LLC
intp	FLNG Liquefaction, LLC
cr	Ferguson Enterprises Inc
cr	Fircroft Engineering Services Limited a/k/a NES Fi
intp	FloWorks USA LP
cr	Gelco Fleet Trust, as successor to Element Fleet C
intp	Golden Pass LNG Terminal LLC
cr	Great Lakes Insurance SE
cr	Guideone National Insurance Company
intp	HF Sinclair Corporation
md	HPC Industrial Services, LLC
cr	Hammon 4531 Columbia, LLC
intp	Hotard Coaches, Inc.
cr	Houston NFL Holdings, L.P. d/b/a Houston Texans
fa	Huron Consulting Services LLC
cr	IRISNDT Inc.
cr	Integrated Power Co.
cr	Jabari Porche
intp	KBR, Inc.
intp	Kellogg Brown & Root LLC
cr	Kleberg County
cr	Kraft Heinz Foods Company
cr	Lodge Lumber Company, Inc.
cr	MMR Constructors, Inc.
cr	McGrath RentCorp
cr	Mobile Modular Management Corp
cr	NES Global Limited a/k/a NES Global Hong Kong
cr	NES Global, LLC
cr	Nooter/Eriksen, Inc.
cr	Nueces County
cr	Nxgen Group Equipment Rentals USA, Inc.
cr	OJay Enterprises LLC
cr	Omaha Public Power District
cr	Orion Construction, LLC
cr	PASADENA INDEPENDENT SCHOOL DISTRICT et al.
cr	PPI Quality & Engineering, LLC
cr	Paladin Technologies USA Inc.
cr	Powell Electrical Systems, Inc.
intp	Premier Trailers, LLC d/b/a Premier Trailer Leasin
cr	Pro-Surve Technical Services, LLC
cr	Raba Kistner, Inc.
cr	Rush, LLC
crcm	Statutory Unsecured Claimholders' Committee
cr	Sunbelt Rentals, Inc., Sunbelt Rentals Scaffold Se
cr	Suncor Energy (U.S.A.), Inc.
cr	TDF Rentals & Leasing, LLC
cr	Texas Capital Bank
cr	Texas Comptroller of Public Accounts, Revenue Acco, Jamie Kirk
cr	The Reynolds Company
cr	Tokio Marine America Insurance Company, as subroge
sp	Troutman Pepper Locke LLP
cr	Turner Industries Group, L.L.C.
cr	USADebusk, LLC, c/o Wells & Cuellar, P.C., 440 Lousiana, Suite 718, Houston
cr	Valero Refining-Meraux LLC
intp	Venture Global Plaquemines LNG, LLC
cr	Victoria County
cr	Volunteer Metal Systems, LLC

cr		Wholesale Electric Supply Company of Houston, Inc.
cr		Williams Scotsman, Inc.
cr		Zurich Companies
cr	*+	Yelina Martinez, c/o Tommy Lee Yeates, 905 Orleans, Beaumont, TX 77701-3520

TOTAL: 85 Undeliverable, 1 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

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

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

Date: Mar 01, 2025 Signature: /s/Gustava Winters

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

ZACHRY HOLDINGS, INC., *et al.*[1]	§	**CASE NO. 24-90377 (MI)**
	§	
DEBTORS	§	**CHAPTER 11**
	§	**(Jointly Administered)**

COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST'S NOTICE OF OPT-OUT OF THIRD-PARTY RELEASES

Commonwealth Electric Company of the Midwest ("CECM"), through its undersigned counsel, respectfully files this Notice of Opt-Out of Third-Party Releases and Exculpations that may be contained within the Debtors' Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates. CECM submitted its ballot and opt-out to Verita on February 17, 2025, see attached Exhibit A. CECM opts out of all third-party releases and exculpations contained within the Plan or any order confirming the Plan and does not consent to the release or exculpation of any non-debtor party.

Respectfully submitted,

ANDREWS MYERS P.C.

/s / T. Josh Judd
T. JOSH JUDD
SBN: 24036866
1885 Saint James Place, 15th Floor
Houston, TX 77056
Tel: 713-850-4200
Fax: 713-850-4211
jjudd@andrewsmyers.com

[1] The last four digits of Zachry Holdings, Inc.' 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 identification numbers may be obtained on the website of the Debtors' proposed claims agent and noticing agent at www.veritaglocal.net/ZHI. The location of the Debtors' service address in these chapter 11 cases is: P.O. Box 240130, San Antonio, Texas 78224.

CERTIFICATE OF SERVICE

I hereby certify that on February 18, 2025, a true and correct copy of the foregoing Notice of Opt-Out was served via the Court's Electronic Notification System on all parties entitled to such notice.

By: */s/ T. Josh Judd*
T. JOSH JUDD

EXHIBIT A

Verita (KCC) eBallot Summary

For phone assistance: Domestic (866) 381-9100 | International 001-310-823-9000

Debtor: Zachry Industrial, Inc.
District: Southern District of Texas Houston Division

Voter Certification:

Commonwealth Electric Company of the Midwest
Scott Lamoreux, Billy Friesen, Troy Deats and Neil Davidson
3910 South Street
Lincoln, NE 68506

Name of Signatory (If Other Than Voter):
Billy J. Friesen

Title:
CFO

Phone:
402-473-2203

Email:
bfriesen@commonwealthelectric.com

Signature:
Billy J. Friesen

Address or Contact Change:

Time Submitted:
2/17/2025 9:35:08 AM Pacific Time

Plan:
Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates

Class:
6 - General Unsecured Claims

Ballot Response(s):

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

Response: Reject

Item 2 Convenience Class Election Response: (Leave blank or make a selection)

No Response

Item 3 Third-Party Release Response: (Leave blank or make a selection)

Response: Opt Out of the Third-Party Release

2490385250127154937000065

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

In re: ZACHRY HOLDINGS, INC., et al.,
Debtors.[1]
Chapter 11
Case No. 24-90377 (MI)
(Jointly Administered)

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

CLASS 6 – GENERAL UNSECURED CLAIMS

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

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

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

• PLEASE FOLLOW THE INSTRUCTIONS FOR COMPLETING THIS BALLOT RELATING TO THE *MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ZACHRY HOLDINGS, INC. AND ITS DEBTOR AFFILIATES* (AS MAY BE MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE "**PLAN**")[2] FOR ZACHRY HOLDINGS, INC., ET AL. (THE "**DEBTORS**") **BEFORE** COMPLETING THIS BALLOT. THIS

HOLDINGS, INC., ET AL. (THE "**DEBTORS**") **BEFORE** COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN (INCLUDING THE RELEASES CONTAINED IN **ARTICLE VIII** OF THE PLAN). THE PLAN IS SUBJECT TO BANKRUPTCY COURT APPROVAL.

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

• PLEASE BE ADVISED THAT ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THESE PROVISIONS ARE INCLUDED IN THE BALLOT. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MAY BE AFFECTED THEREUNDER EVEN IF YOU ABSTAIN FROM VOTING. IF YOU (A) ABSTAIN FROM VOTING OR (B) VOTE TO ACCEPT OR VOTE TO REJECT THE PLAN AND, IN EACH CASE, DO NOT CHECK THE "OPT OUT" BOX BELOW, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE VIII.D OF THE PLAN, UNLESS YOU PROPERLY SUBMITTED AN OPT-OUT FORM DURING THE SOLICITATION OF THE DEBTORS' INITIAL PLAN OF REORGANIZATION, IN WHICH CASE SUCH OPT-OUT FORM REMAINS VALID AND EFFECTIVE .

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

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

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

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

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

Please click here to view the instructions for completing the ballot.

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

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

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

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

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

VOTING — COMPLETE THIS SECTION

Item 1. Principal Amount of Claims

Item 1. Principal Amount of Claims

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

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

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

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

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

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

Holder Name:
Commonwealth Electric Company of the Midwest

Class 6 (General Unsecured Claims) Amount:
$4,320,691.08

Item 2. OPTIONAL: Convenience Class Election
Holders of Class 6 General Unsecured Claims may **irrevocably** elect to have their Claim treated

as a Class 5 Convenience Claim and have such Allowed General Unsecured Claim reduced to the Convenience Claim Amount ($25,000); *provided, however*, that General Unsecured Claims may not be subdivided into multiple Claims of the Convenience Claim Amount or less for purposes of receiving treatment as a Convenience Claim.

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

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

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

Item 2 Convenience Class Election Response: *(Leave blank or make a selection)*

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

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

Article VIII.C: Releases by the Debtors.

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court, and except as expressly provided in the Plan, the Schedule of Retained Causes of Action, or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of each Debtor and its Estate, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated,

assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Estates, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the GPX Settlement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or an Affiliate of a Debtor, the Released Avoidance Actions, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the Restructuring Transactions, the A&R Credit Facility, the GUC Trust, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, and all related agreements, instruments, and other documents, and the solicitation of votes with respect to the Plan, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party from any Claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted fraud, willful misconduct, or gross negligence.

Notwithstanding anything to the contrary in Article VIII.C of the Plan, the Debtors shall maintain all rights to object to Filed Claims and shall not release any claims or Causes of Action (i) identified in the Schedule of Retained Causes of Action or (ii) related to the GPX Settlement that are preserved by the GPX Settlement Documents, the GPX Settlement Dispute Opinion, or the GPX Settlement Dispute Order. Any and all such rights, claims, and Causes of Action set forth in this paragraph shall be fully preserved and revest in the Reorganized Debtors pursuant to the Plan and the Confirmation Order.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to Confirmation of the Plan; (2) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (3) a good faith settlement and compromise of the Claims

released by the Debtor Release; (4) in the best interests of the Debtors and all Holders of Claims and Interests; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

Article VIII.D: Releases by Third Parties.

Except as otherwise expressly set forth in the Plan or the Confirmation Order, and except for the rights that remain in effect from and after the Effective Date to enforce the Plan, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the GPX Settlement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or an Affiliate of a Debtor, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the Restructuring Transactions, the A&R Credit Facility, the GUC Trust, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, and all related agreements, instruments, and other documents, and the solicitation of votes with respect to the Plan, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party (other than a Released Party

that is a Reorganized Debtor, Debtor, or a director, officer, or employee of any Debtor as of the Petition Date), from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

Article VIII.E: Exculpation.

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action or Claim whether direct or derivative related to any act or omission in connection with, relating to, or arising out of the Chapter 11 Cases from the Petition Date to the Effective Date, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the Restructuring Transactions, the A&R Credit Facility, the GUC Trust, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, all related agreements, instruments, and other documents, or any transaction related to the Restructuring Transactions, any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases in connection with the Restructuring Transactions, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the Filing of the Chapter 11 Cases, the solicitation of votes for the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, except for Claims related to any act or omission that is determined in a Final Order to have constituted willful misconduct, gross negligence, or actual fraud, but in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan and the Confirmation Order.

The Exculpated Parties set forth above have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with applicable law with respect to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not and shall not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections

of the Plan or such distributions made pursuant to the Plan.

Article VIII.F: Injunction.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, and each of their successors and assigns, shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan in relation to any Claim or Interest that is extinguished, discharged, satisfied, or released pursuant to the Plan.

Except as otherwise expressly provided in the Plan or the Confirmation Order, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, or Causes of Action that have been extinguished, discharged, satisfied, released, or are subject to exculpation pursuant to Article VIII, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Exculpated Parties and/or the Released Parties:

1. commencing, conducting, or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;

2. enforcing, levying, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or Order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;

3. creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;

4. filing, asserting, levying, or attaching any Liens against any property of the Debtors or Reorganized Debtors on account of any Claims arising under or related to Executory Contracts or Unexpired Leases that are assumed and cured pursuant to the Plan;

5. filing, asserting, levying, or attaching any Liens against any bonds or the Sureties on account of any Claims against any of the Debtors that are discharged, satisfied, or released pursuant to the Plan, including on account of General Unsecured Claims that are satisfied in full under the Plan, and enforcing, collecting, or recovering on account of any such Liens;

6. filing, asserting, levying, or attaching any Liens against any property of Golden Pass on account of any GPX Claims against any of the Debtors that are discharged, satisfied, or released pursuant to the Plan, and enforcing, collecting, or recovering on account of any such Liens, or otherwise enforce, collect, or recover on account of any such GPX Claims against Golden Pass;

7. filing, asserting, levying, or attaching any Claims or Liens on account of GPX Claims

satisfied (or to be satisfied) by Golden Pass under the GPX Settlement, whether against the Released Parties, Exculpated Parties, Golden Pass, Chiyoda, CB&I, or CCZJV-GPX;

8. except as otherwise provided under the Plan, asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and

9. commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action released or settled pursuant to the Plan or the Confirmation Order.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action related to the Chapter 11 Cases prior to the Effective Date, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the Restructuring Transactions, the A&R Credit Facility, the GUC Trust, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, the solicitation of votes with respect to the Plan, or any transaction related to the Restructuring, any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases in connection with the Restructuring Transactions, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, without regard to whether such Person or Entity is a Releasing Party, without the Bankruptcy Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action. The injunction in the Plan shall extend to any successors and assigns of the Debtors and the Reorganized Debtors and their respective property and interests in property.

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan, the Confirmation Order, or other document, instrument, or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement the Plan and the Confirmation Order from bringing an action to enforce the terms of the Plan, the Confirmation Order, or such document,

instrument, or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement the Plan and the Confirmation Order.

IMPORTANT INFORMATION REGARDING THE THIRD-PARTY RELEASE

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

UNDER THE PLAN, "RELEASED PARTY" MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, IN EACH CASE IN THEIR CAPACITIES AS SUCH: (A) THE DEBTORS; (B) THE REORGANIZED DEBTORS; (C) EACH MEMBER OF THE COMMITTEE; (D) THE PREPETITION CREDIT FACILITY AGENT; (E) THE A&R CREDIT FACILITY AGENT; (F) THE RELEASED PREPETITION LENDERS; (G) GOLDEN PASS, BUT SOLELY WITH RESPECT TO THE DEBTORS, THE DEBTORS' RELATED PARTIES, AND HOLDERS OF CLAIMS RELATED TO THE GPX PROJECT, CONSISTENT WITH THE GPX SETTLEMENT; (H) THE SURETIES; (I) ALL RELEASING PARTIES; AND (J) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (A) THROUGH (I); *PROVIDED, HOWEVER*, IN EACH CASE, AN ENTITY SHALL NOT BE A RELEASED PARTY IF IT (I) ELECTS TO OPT OUT OF THE THIRD-PARTY RELEASE; OR (II) FILES WITH THE BANKRUPTCY COURT AN OBJECTION TO THE PLAN, INCLUDING WITH RESPECT TO THE THIRD-PARTY RELEASE, THAT IS NOT CONSENSUALLY RESOLVED BEFORE CONFIRMATION OR OTHERWISE SUPPORTS ANY SUCH OBJECTION OR OBJECTOR.

UNDER THE PLAN, "RELEASING PARTY" MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, IN EACH CASE IN THEIR CAPACITIES AS SUCH: (A) THE DEBTORS; (B) THE REORGANIZED DEBTORS; (C) EACH MEMBER OF THE COMMITTEE; (D) THE PREPETITION CREDIT FACILITY AGENT; (E) THE A&R CREDIT FACILITY AGENT; (F) THE RELEASED PREPETITION LENDERS; (G) GOLDEN PASS, BUT SOLELY WITH RESPECT TO THE DEBTORS AND THE DEBTORS' RELATED PARTIES CONSISTENT WITH THE GPX SETTLEMENT; (H) THE SURETIES; (I) ALL HOLDERS OF CLAIMS WHO VOTE TO ACCEPT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD-PARTY RELEASE PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE THIRD-PARTY RELEASE PROVIDED IN THE PLAN; (J) ALL HOLDERS OF CLAIMS OR INTERESTS WHO ARE DEEMED TO ACCEPT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD-PARTY RELEASE PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE NOTICE OF NON-VOTING STATUS INDICATING THAT THEY OPT NOT TO GRANT THE THIRD-PARTY RELEASE PROVIDED IN THE PLAN; (K) ALL HOLDERS OF CLAIMS OR INTERESTS WHO ARE DEEMED TO REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD-PARTY RELEASE PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE NOTICE OF NON-VOTING STATUS INDICATING THAT THEY OPT NOT TO GRANT THE THIRD-PARTY RELEASE PROVIDED IN THE PLAN; (L) ALL HOLDERS OF CLAIMS WHO ABSTAIN FROM VOTING ON THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD-PARTY RELEASE PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE THIRD-PARTY RELEASE PROVIDED IN THE PLAN; (M) ALL HOLDERS OF CLAIMS WHO VOTE TO REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD-PARTY RELEASE PROVIDED

BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE THIRD-PARTY RELEASE PROVIDED IN THE PLAN; AND (N) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (A) THROUGH (M) FOR WHICH SUCH ENTITY IS LEGALLY ENTITLED TO BIND SUCH RELATED PARTY TO THE RELEASES CONTAINED IN THE PLAN UNDER APPLICABLE LAW; *PROVIDED, HOWEVER*, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN, CURRENT EMPLOYEES OF THE DEBTORS AS OF THE VOTING RECORD DATE SHALL NOT BE RELEASING PARTIES UNDER THE PLAN.

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

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

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

Item 3 Third-Party Release Response: *(Leave blank or make a selection)*
Opt Out of the Third-Party Release

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

Item 4. Certification, Ballot Completion, and Delivery Instructions

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

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

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

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

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

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

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

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

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

Name of Voter: Commonwealth Electric Company of the Midwest	Signature: Billy J. Friesen
Name of Signatory (If Other Than Voter): Billy J. Friesen	Title: CFO
Phone: 402-473-2203	Email: bfriesen@commonwealthelectric.com

Address:
Scott Lamoreux, Billy Friesen, Troy Deats and Neil Davidson, 3910 South Street, Lincoln, NE

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

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

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

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

THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT PRIOR TO THE VOTING DEADLINE.

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

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

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

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Exhibit A

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

Class 6 - General Unsecured Claims

Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed General Unsecured Claim shall receive, in exchange for full and final satisfaction, settlement, release, and discharge of such Claim, its Pro Rata share of the GUC Trust Interests, the economic value of which shall (i) comply with the requirements of section 1129(b)(2)(B)(i) of the Bankruptcy Code even if Class 6 votes to accept the Plan, and (ii) be equal to the Allowed amount of such Claim as of the Effective Date, plus such Holder's Pro Rata share of any accrued interest on the GUC Trust Unsecured Note; provided, however, notwithstanding anything to the contrary in the Plan, all Allowed General Unsecured Claims that are GPX Claims, to the extent not satisfied prior to the Effective Date shall be paid by Golden Pass in accordance with the terms of the GPX Settlement and the Plan.

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA

COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST, a Nebraska Corporation, **Plaintiff,** v. TRAVELERS CASUALTY AND SURETY COMPANY and PACIFIC INDEMNITY COMPANY, **Defendants.**	**Civil Action No.: 24-cv-03149-SMB-JMD**

[PROPOSED] ORDER GRANTING MOTION TO STAY

This matter having come before the Court upon Travelers Casualty and Surety Company's and Pacific Indemnity Company's Motion to Stay (the "Motion"), and the Court having reviewed the same,

HEREBY GRANTS the Motion. Accordingly, it is therefore, **ORDERED** that these proceedings, including all discovery deadlines, are hereby stayed.

Dated this _____ day of _____, 2025.

BY THE COURT

_____
United States Magistrate Judge

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST, a Nebraska Corporation Plaintiff, v. TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a Connecticut Corporation; and PACIFIC INDEMNITY COMPANY, a Delaware Corporation, Defendants.	Case No. 4:24CV3149 **PLAINTIFF COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST'S BRIEF IN OPPOSITION TO DEFENDANTS' MOTION TO STAY**

Plaintiff, Commonwealth Electric Company of the Midwest ("CECM"), and pursuant to NECivR 7.1(b), submits this Brief in Opposition to the Motion to Stay filed by Defendants Travelers Casualty and Surety Company of America and Pacific Indemnity Company (collectively, "the Sureties") (Doc. No. 31).[1]

CECM, an electrical subcontractor, filed this statutory payment bond lawsuit against the Sureties pursuant to Neb. Rev. Stat. § 52-118 on August 23, 2024. Defendants now attempt to stay this action on the basis that Zachry Industrial, Inc. ("Zachry"), the general contractor on the project and a non-party to this action, initiated a voluntary Chapter 11 Bankruptcy Proceeding in the United States Bankruptcy Court for the Southern District of Texas nearly a year ago.[2] This

[1] Defendants "Motion" at Doc. No. 31, includes their motion, argument, and Exhibits 1-4 as attachments, along with a proposed order as attachment no. 5.

[2] As noted in the Complaint, Zachry initiated the Chapter 11 Bankruptcy Proceeding in the United States Bankruptcy Court for the Southern District of Texas, captioned as Case No. 24-90377-H1-11 (the "Bankruptcy Proceeding") on or about May 21, 2024, less than a week after Zachry terminated CECM's largest subcontract for Zachry's convenience. (Doc. No. 1, ¶ 14).

argument is a distraction: as further explained below, the Sureties are jointly and severally liable on the Bond to pay Plaintiff for the work completed on the public projects at issue in this case.

Further, in support of their motion, Defendants mischaracterize and leave out important details regarding Zachry's Chapter 11 Plan of Reorganization (the "Confirmation Order") and Zachry's Approved Plan (the "Plan") in the Bankruptcy Proceeding.[3] Further, Defendants omit a critical fact: both CECM and the Sureties timely opted out of all Third-Party Releases contained within the Plan and Confirmation Order. (Exs. 13-14; Ex. B, Svane Decl. ¶ 11-12, 15-16). Importantly, the Bankruptcy Court is well aware of this Third-Party action against the Sureties, and has issued no order or injunction staying, or otherwise enjoining CECM from proceeding on its Bond claims in this Court. (Ex. B, Decl. Svane, ¶ 21-23; Exs. 7-9). In the interest of providing for the just and speedy determination of the claims at issue, the Court should deny Defendants' Motion to Stay, and should allow Plaintiff's bond lawsuit against the Sureties to proceed.

FACTUAL BACKGROUND

1. CECM is a full-service electrical and low voltage contractor in Nebraska that specializes in large and small-scale commercial and industrial electrical work. CECM is a leading provider of electrical services in the mid-western United States. (Ex. A, Decl. Freisen, ¶ 5).

[3] Including, for example, that the "Effective Date," of the Plan has not yet occurred. Regardless of whether (and when) the Plan goes "Effective," it does not impact CECM's claim against the Sureties as described in detail in Section III and IV below. Nonetheless, all the releases, injunctions, etc., relied upon by the Sureties in the Motion to Stay are subject to the occurrence of the "Effective Date." (Ex. 10, at pg. 41, ¶ 91; Ex. 10, at pg. 96, ¶ 49). Although the Plan was approved on February 27, 2025, Zachry has still not been able to satisfy all conditions for the "Effective Date" to occur. For every day that the Plan does not go effective, it pushes back the earliest date that the class 6 creditors (like CECM) may be paid. For example, when the Plan was confirmed, the earliest possible payment date was June 1, 2028. Now, that date is continually pushed day by day and is currently July 10, 2028.

2. Omaha Public Power District ("OPPD") entered into an Engineering, Procurement, and Construction Contract with Zachry, as general contractor, for the construction of two power generation facilities in Nebraska: the Turtle Creek Electrical Power Generation Facility in Omaha, Sarpy County, Nebraska ("Turtle Creek") and the Standing Bear Lake Station Electric Power Generation Facility in Omaha, Douglas County, Nebraska ("Standing Bear Lake") (collectively, the "Projects"). (Ex. A, ¶ 6).

3. Zachry, as principal, and Travelers Casualty and Surety Company of America ("Travelers"), and Pacific Indemnity Company ("Pacific"), as co-sureties, duly executed a Performance and Payment Bond, identified as Travelers Bond No. 107261753 and Pacific Bond No. 82455022 (the "Bond"), jointly and severally binding themselves to pay for all labor, materials, and equipment furnished on the Projects in connection with the Contract. (Ex. A, ¶ 7; Ex. 1).

4. On or about August 11, 2023, CECM entered into five subcontract agreements with Zachry to provide labor and materials on the Turtle Creek and Standing Bear Lake Projects (collectively referred to hereafter as the "Subcontracts.") (Ex. A, ¶ 9).

5. Pursuant to the terms of the Subcontracts, CECM provided labor and materials on the Projects. (Ex. A, ¶ 10).

6. On or about May 15, 2024, Zachry terminated the largest of the Subcontracts, which pertained to work on the Standing Bear Lake Project, Identified as Contractor Project No. ZII #115001-605028 ("Subcontract 605028") for its convenience. (Ex. A, ¶ 11; Ex. 3).

7. At the time Subcontract 605028 was terminated for convenience, Zachry had not paid CECM $4,948,849.68 for work performed on Subcontract 605028. (Ex. A, ¶ 14).

8. Less than a week after Zachry terminated Subcontract 605028 for its convenience, Zachry initiated the Chapter 11 Bankruptcy Proceeding in the United States Bankruptcy Court for the Southern District of Texas. (Ex. B, Decl. Svane, ¶ 4).

9. By correspondence dated June 4, 2024, CECM provided Travelers and Pacific with notice of its payment claims against the Bond for work performed under the Subcontracts. (Ex. A, Decl. Friesen, ¶ 15).

10. In the most recent discovery responses, the Sureties have withdrawn the following affirmative defenses initially raised in their Answer: (1) withdrew the defense that CECM failed to perform or satisfy the terms of the Performance and Payment Bond; (2) withdrew the defense that CECM failed to perform or satisfy conditions precedent under Neb. Rev. Stat. § 52-118.01; (3) withdrew the defense that CECM's claims for recovery of the alleged damages, if any, are barred or reduced because such damages, if any, are the result of the acts or omissions of non-parties, and the Defendants cannot be held responsible for those alleged acts or omissions; and (4) withdrew the defense that CECM's claim may be barred in whole or in part due to a failure to comply with the applicable statutes and rules governing the claim, including but not limited to Neb. Rev. Stat. Ann. § 52-118.01. (Exs. 11-12, at Rog. Nos. 1, 2, 13, 20).

11. Travelers and Pacific have not issued any payments to CECM under the Bond for any of the work performed pursuant to the Subcontracts. (Ex. A, ¶ 27).

RELEVANT PROCEDURAL BACKGROUND

12. On August 23, 2024, CECM initiated this statutory payment bond lawsuit against the Sureties, Travelers and Pacific, as co-sureties of the Bond in the amount of $5,359,030.62, plus interest and attorneys' fees as allowed by Nebraska law. (Doc. No. 1).

13. On August 27, 2024, CECM timely filed a proof of claim in the Bankruptcy Proceeding initiated by Zachry, seeking payment for $5,359,030.62 (the "CECM Bankruptcy Claim"). (Ex. A, ¶ 17; Ex. B, ¶ 5; Ex. 4).

14. On November 13, 2024, Zachry raised an objection in the Bankruptcy Proceeding to CECM's Bankruptcy Claim, and alleged that the amount should be reduced by $150,122 for a payment already made and that "$3,656,061 of the claim is not supported by the Debtors books and records." (Ex. B, ¶ 7; Ex. 5, Schedule 1).

15. On December 15, 2024, Zachry withdrew its objections to the CECM Bankruptcy Claim. (Ex. B, ¶ 9; Ex. 6 at Schedule 1).

16. On February 20, 2025, (three days after CECM timely opted-out of all third-party releases contained with Zachry's bankruptcy Plan), Zachry filed a new Objection in the Bankruptcy Proceeding to the Claim of Commonwealth Electric Company of the Midwest (Claim No. 1003) ("the Claim Objection"). (Ex. A, ¶ 17; Ex. B, ¶ 13; Ex. 7).

17. The Claim Objection seeks to reduce the CECM Bankruptcy Claim for work CECM performed under Subcontract 605028, the largest of the Subcontracts, due to back charges for work Zachry allegedly performed several months after it terminated CECM for its convenience. (Ex. A, ¶ 19; Ex. 7, ¶ 1, n.1).

18. On March 26, 2025, the Defendants filed a Motion to Stay this action. (Doc. No. 31).

19. The deadline to complete written discovery in this Lawsuit passed on March 31, 2025, and Plaintiff has already identified its expert witnesses in this case. Defendants' expert witness designations are due April 14, 2025. (Doc. No. 18).

ARGUMENT

I. The Sureties are Jointly and Severally Liable to CECM under the Statutory Payment Bond

It is well established that the payment bond at issue is not property of Zachry's bankruptcy estate and the stay is not applicable to actions against surety bonds. *See O'Malley Lumber Co. v. Lockard (In re Lockard),* 884 F.2d 1171, 1177–78 (9th Cir. 1989); *Ohio v. Mansfield Tire & Rubber Co. (In re Mansfield Tire & Rubber Co.),* 660 F.2d 1108, 1115 (6th Cir. 1981); *In re Petroleum Piping Contractors, Inc.*, 211 B.R. 290, 312 (Bankr. N.D. Ind. 1997); *McLean Trucking Co. v. Dep't of Indus. Rels. (In re McLean Trucking Co.),* 74 B.R. 820, 826–29 (Bankr. W.D.N.C. 1987). Tellingly, the United States Bankruptcy Court for the Southern District of Texas is well aware of this Third-Party action against the Sureties, and has not stayed or otherwise enjoined CECM from proceeding on its Bond claims in this Court. (Ex. B, Decl. Svane, ¶ 21-23; Exs. 7-9). Nonetheless, the Sureties cite general rules of suretyship law for the proposition that "the liability of the surety for the debt to the holder of the obligation is no greater and no less than that of the principal" and "the surety is not liable unless the principal is…" (Doc. No. 31, at II. B ¶ 2). They argue these general suretyship principles should stay the current action.

However, the payment bond at issue in this lawsuit is a statutory bond, which alters the general rules that otherwise govern the law of suretyship. *Stock v. Meissner*, 217 Neb. 56, 58, 348 N.W.2d 426, 428 (1984) (explaining that the general proposition that "a surety's obligation is not an original or direct one but, rather, is collateral to the principal's obligation" is not applicable to a statutory bond). Instead, "[t]he liability of a surety on statutory undertakings is measured by the terms of the statute rather than by the terms set forth in the agreement, where

the two are in conflict, as the statute forms a controlling part of every such agreement." *State Sur. Co. v. Peters*, 197 Neb. 472, 475, 249 N.W.2d 740, 742 (1977). This is because a statutory bond, also called an official bond, creates "a new obligation; the liability of both principal and surety is original and primary." *Meissner*, 348 N.W.2d at 428. "A statutory bond will be construed in the light of the purpose for which it is required as expressed in the statute… Accordingly, in view of the fact that the public has an interest in official and other statutory bonds, such bonds should be liberally construed to effect the purpose for which they were given, and the ordinary rules of construction give way." *State Sur. Co. v. Peters*, 197 Neb. 472, 477, 249 N.W.2d 740, 743 (1977) (*quoting Sun Ins. Co. v. Aetna Inc. Co.* 169 Neb. 94, 98 N.W.2d 692 (1959))

Here, the payment Bond provided by the Sureties references and incorporates the provisions of Neb. Rev. Stat. § 52-118. (Ex. 1). The Bond "is a statutory bond required to be furnished in connection with any contract for the erecting or repair of any public building or structure where the general provisions of the mechanic's lien laws do not apply and where the mechanics, laborers, and materialmen have no lien to secure payment for labor, material, and equipment." *Dukane Corp. v. Sides Const. Co.*, 208 Neb. 227, 229, 302 N.W.2d 721, 722 (1981); accord *Fremont Foundry & Mach. Co. v. Saunders Cnty.*, 285 N.W. 115, 121 (Neb. 1939).

As in *Meissner*, here the terms of the statutory bond provided that Zachry, as principal, and Travelers and Pacific, as co-sureties, were "jointly and severally" bound and liable for the payment of all laborers and mechanics for all labor performed and otherwise in conformity with the provisions of Neb. Rev. Stat. § 52-118. (Ex. 1, ¶ 1). This is because under Nebraska law the payment bond procured for a public building or structure provides an alternative avenue for mechanics, laborers, and materialmen to secure payment for labor, material, and equipment

provided on the Project. Accordingly, CECM should be empowered to proceed with its claims directly against the Sureties in this action, as the liability of both principal and surety to CECM is original and primary.

II. Staying this Action Would not Further the Purpose of Section 52-118.

As explained above, the purpose of Neb. Rev. Stat. § 52-118 is to ensure that contractors have another remedy or avenue to be paid on a public project, in the event the general contractor fails to pay for the work performed. As the Nebraska Supreme Court has explained, "[b]efore our statute (Rev.St.1913, § 3840) was enacted in 1889 (Laws 1889, c. 28)[4], the laborer or materialman who furnished labor or material for the erection of a public building *had no protection* except the responsibility of the contractor, and such bond as the contractor and the public officials might see fit to provide. A laborer who was in the habit of relying upon the mechanic's lien law frequently found that he had worked upon public buildings without compensation. Then the statute was enacted requiring absolutely that one who contracted to build a public building which would not be subject to mechanics' liens must give bond to pay laborers and materialmen." *Fremont Foundry & Mach. Co. v. Saunders Cnty.*, 136 Neb. 101, 285 N.W. 115, 121 (1939) (quoting *Nye-Schneider-Fowler Co. v. Roeser*, 103 Neb. 614, 173 N.W. 605, 606 (1919), *judgment set aside on reh'g*, 104 Neb. 389, 177 N.W. 750 (1920)). *Accord McElhose v. Universal Sur. Co.*, 182 Neb. 847, 858, 158 N.W.2d 228, 235 (1968) (explaining that "Section 52—118, R.S.Supp., 1965, and sections 52—118.01 and 52—118.02, R.R.S.1943, are highly remedial in their nature" and "they should be given a liberal construction and application in order

[4] In 1889 the legislature passed an act entitled "An act to secure the payment of mechanics' and laborers' wages on all public buildings where the provisions of the general mechanics' lien laws do not apply." *Peter Kiewit Sons' Co. v. Nat'l Cas. Co.*, 142 Neb. 835, 841, 8 N.W.2d 192, 195 (1943) (citing Laws 1889, ch. 28). In 1913 the act was amended by the insertion therein of certain provisions to secure payment of materialmen who furnished material for the construction of public buildings. *Id.* (citing Laws 1913, ch. 170). The act as amended became section 3840, Rev.St.1913, and is now section 52–118. *Id.*

to give effect to the intention of the Legislature to protect those whose labor and materials become a part of public projects.").

Pursuant to Neb. Rev. Stat. § 52-118.01, a subcontractor's right of recovery on a statutory payment bond accrues ninety days after the subcontractor has completed the work for which it seeks payment, not "when and if" the prime contractor fails to pay, or "when and if" the prime contractor resolves its debts in a bankruptcy action. Further, a claimant may only institute suit under Neb. Rev. Stat. § 52-118.01 within one year after the date of final settlement of the principal contract. Neb. Rev. Stat. § 52-118.02. Thus, permitting a statutory bond surety to avoid liability on the payment bond based on a pending bankruptcy proceeding of the prime contractor would, for all practical purposes, prohibit a subcontractor from exercising its statutory rights until the prime contractor has resolved the bankruptcy proceeding. In cases where the prime contractor does not resolve the bankruptcy within the one year statute of limitations period, the subcontractor would be barred from asserting its statutory rights. This is not the intent of Neb. Rev. Stat. § 52-118.

Here, Zachry, a general contractor on a public project, elected to terminate its subcontractor for convenience, at a time when it owed its subcontractor $5,359,030.62. Less than a week later, the general contractor initiated a voluntary Chapter 11 Bankruptcy Proceeding. CECM has no lien rights to secure payment from OPPD, the owner of the public Projects. Significantly more than 90 days have passed since the subcontractor performed its work for which it has been unpaid. This unfortunate factual scenario is the specific harm that the Legislature sought to remedy when it enacted the predecessor to Neb. Rev. Stat. § 52-118 more than one hundred thirty years ago. CECM should not be enjoined from moving forward with its claims against the Sureties on the Bond.

III. The Sureties are Not a Released Party and the Sureties Obligations under the Bond Remain Intact.

In the Bankruptcy Proceeding, (i) the Plan and the Confirmation Order provide that creditors can opt-out of the Third-Party Releases contained within the Plan and Confirmation Order; (ii) CECM timely opted out of the Third Party Releases; (iii) the Plan provides that the Sureties are not a Released Party; and (iv) the Confirmation Order states that the Sureties do not receive a release of any of their obligations under the existing surety bonds. (Ex. 10, p. 79, ¶ 166). Accordingly, CECM's claims against the Sureties (and surety bonds) are not released or subject to an injunction for the benefit of the Sureties.

The Plan provides that "any Entity shall not be a Released Party if it: (i) elects to opt-out of the Third Party Release…."[5]

The Confirmation Order states:

> **"Provisions Regarding the Sureties.** … 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."[6]

CECM is not a Releasing Party because it opted-out. Next, the Sureties are not a Released Party under the Plan because they also opted out of the Third-Party Releases. (Ex. 14; Ex. B, at ¶ 15-16). Accordingly, the Sureties are estopped from asserting that they are the beneficiaries of the Third-Party Releases.

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[5] (Ex. 10, pg. 101 of 154, ¶ 126) (Providing in the Plan, Article I, pg. 10, at defined term 126 that "any Entity shall not be a Released Party if it: (i) elects to opt-out of the Third Party Release…." See also, Confirmation Order (misnumbered as ⁋ 37 at pg. 24 ("**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.")**

[6] Ex. 10, pg. 79 of 154, ⁋ 166.

Moreover, the Confirmation Order specifically prohibits and prevents the Sureties from asserting that any of their obligations under any surety bonds are released or altered, and more specifically states:

> "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."[7]

The Sureties ignore that the condition of such "releases", and that such "discharge" and "releases" are subject to "and except as provided in this Plan, the Confirmation Order, or in any contract …."[8] The reliance on a single sentence in Article VIII. A ignores that such release language is subject to the terms of the entire Plan and Confirmation Order and other applicable documents as stated directly prior to the parsed-out sentence relied upon by Zachry.

This result is consistent with well-established 5th Circuit case law (which is binding on the Bankruptcy Proceeding) prohibiting non-consensual third-party releases and the United States Supreme Court's recent holding in *Harrington v. Purdue Pharma*, 607 U.S. 204 (2024), rejecting non-consensual third-party releases and injunctions. Specifically, the United States Supreme Court held that the bankruptcy code does not grant the bankruptcy court authority to grant third-party releases and injunctions without the consent of the affected parties. Thus, there is no enforceable release or injunction for the benefit of the Sureties.

[7] Ex. 10, at pg. 70, ⁋ 166.
[8] See Plan at VIII. A. (Ex. 10, at pg. 129, § VIII.A)

IV. CECM's Out-Out is Enforceable

The Sureties wrongly argue that "Commonwealth's Opt-Out is Unenforceable" because the opt-out only relates to the Third-Party Releases contained within Article VIII. D and not Article VIII. F (or presumably other *sub rosa* third-party releases that could be contained within 154 pages that make up the Plan and Confirmation Order). The Sureties argument is not supported by the terms of the Plan or Confirmation Order and is an attempt to mislead the Court.

First, the term "Exculpated Parties" is a defined term in the Plan and "means, collectively, and in each case in its capacity as such, the Debtors, the Committee, and each member of the Committee."[9] The Sureties are not the "Debtors, the Committee and each member of the Committee" and are not entitled to any exculpations or releases granted to any Exculpated Party under the Plan. Second, the Sureties incorrectly assert that Article VIII F. of the Plan creates a stand-alone and separate *sub rosa* third-party release and injunction for the benefit of the Sureties ("it is Article VIII. F. of the Plan that discharges the Sureties from Liability from Commonwealth's Claim and enjoins Commonwealth from pursuing its Claim against the Sureties.") (Doc. No. 31 at pg.s 13-14).

The Confirmation Order, in pertinent part, specifically addresses the "Injunction" provisions set forth in Article VIII. F of the Plan, as follows:

> **"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."[10]

The Confirmation Order is explicit that the "narrowly tailored" injunction set forth in Article VIII. F is to protect the Debtors, the Reorganized Debtors, the Exculpated Parties and

[9] See the Plan, Article I, pg. 5, at defined term no. 54. (Ex. 10 at pg. 96 of 154, ¶ 54).
[10] See the Confirmation Order at ⁋ 49. (Ex. 10 at pg. 26 of 154, ¶ 49).

the Released Parties, not the Sureties. The Sureties are not Exculpated or Released Parties and are not entitled to secret "releases and injunctions" contained within Article VIII. F. Accordingly, the Sureties request that CECM's claim against the Sureties or the Bond is discharged and released, and that CECM should be permanently enjoined from pursuing its claims against the Sureties must be denied. Further, the Bankruptcy Court is well aware of this Third-Party action against the Sureties, and has issued no order or injunction staying, or otherwise enjoining CECM from proceeding on its Bond claims in this Court.

V. Zachry's Plan Contemplates and Allows for Payment of Claims by the Sureties.

Defendants' (wrongfully) urge this Court to stay this action because they assert the Plan provides that claims will be paid in full by Zachry and that any payment by the Defendants would be a "violation of several provisions of the Confirmation Order and Plan. (Doc. No. 31, at pg. 5). However, the Plan specifically contemplates and allows payments by third-parties (such as the Sureties) and provides a mechanism that automatically credits Zachry for any payments made to CECM by the Defendants. In pertinent part, the Plan provides:

> "K. Claims Paid or Payable by Third Parties.
>
> 1. Claims Paid by Third Parties.
>
> The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be Disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor, a Reorganized Debtor, the Distribution Agent, or the GUC Note Administrative Agent, as applicable."[11]

This Plan provision directly refutes the Defendants' argument for abatement and provides direct authority for the Defendants to pay CECM and that such payment will automatically

[11] See Plan at Article VI. K. (Ex. 10, at pg. 125 of 154, § (K)(1)).

reduce the liability of Zachry to CECM. Defendants' assertion that prosecution of this lawsuit would allow for CECM to "recover twice on its Claim" is without merit and contradicts the plain language of the Plan. Finally, even if Zachry's Plan ultimately goes "Effective," Zachry will not make plan payments unsecured creditors until at least July 2028. Staying this lawsuit for a period over three years in the hope that Zachry pays its creditors is not effective use of this Court's docket, nor does it promote the interest of justice.

VI. Judicial Resources Would be Best Served By Allowing this Bond Action to Continue.

As recognized by Defendants, "in evaluating a stay, a court should consider several relevant factors including 'maintaining control of its docket, conserving judicial resources, and the important interest of providing for the just determination of cases pending before the court.'" *Rosales v. Heath,* No. 8:17CV87, 2017 WL 2533365 (D. Neb. June 9, 2017) (citing *Daywitt v. Minnesota,* 2016 WL 3004626, *5 (D. Minn. May 24, 2016)).

Discovery in this lawsuit is well underway. The lawsuit was commenced against the Sureties on August 23, 2024. (Doc. No. 1). The Bankruptcy Proceeding initiated by Zachry has been pending since May 21, 2024. (Ex. B, ¶ 4). On March 26, 2025, Defendants filed a Motion to Stay this action. (Doc. No. 31). The deadline to complete written discovery in this Lawsuit passed on March 31, 2025, the parties have exchanged and completed written discovery requests, and Plaintiff has served its expert witness designations. Defendants' expert witness designations are due April 14, 2025. (Doc. No. 18). The deadline to complete all depositions is June 27, 2025. (Doc. No. 18).

Further, this Nebraska court is well equipped to hear this dispute. CECM is a Nebraska corporation with its principal place of business in Lincoln, Nebraska. (Ex. A, ¶ 4). The public

project at issue was owned by a Nebraska political subdivision, OPPD, and as a result, the general contractor was required to provide a statutory payment bond in compliance with Nebraska law. (Ex. A, ¶ 6-7). Zachry continues to work on the Projects in Nebraska. The evidence is in Nebraska, including the witnesses, the architect, OPPD, and engineer. The relevant Subcontracts are governed by Nebraska law; and the contract has a mandatory venue provision identifying that any dispute or proceeding be brought before a court in Omaha, Nebraska. (Ex. 2 § 20.4 and 17.3, respectively).

CECM is aware of the strategic advantage for the Sureties to stay the underlying action and compel CECM to travel to the Southern District of Texas to litigate a construction matter that has no connection to Houston or Texas law, more than a thousand miles from the place where the Project was performed and where almost all of the witnesses reside. If the Sureties objective is to preserve resources, promote judicial economy and the interest of justice, Nebraska is the proper forum. Further, if the Sureties believe Zachry should participate in this proceeding, Zachry could agree to abate the Bankruptcy Claim Objection and join the action pending in the United States District Court for the District of Nebraska. Such action is acceptable to CECM, but it is not necessary or warranted under Nebraska law.

VII. CECM Was Terminated for Convenience.

In Defendants' Motion to Stay, the Sureties represent that "[a] dispute arose between Zachry and Commonwealth regarding Commonwealth's performance under the Subcontracts. The largest dispute related to Subcontract 605028, and ultimately, Commonwealth was terminated under the 605028. Because Commonwealth's work was defective and incomplete, Zachry incurred substantial costs to complete, repair, and rework Commonwealth's incomplete and defective work." (Doc. No. 31, at page 3, ¶ 1). This recitation of the facts is untrue.

On the eve of filing for Bankruptcy, Zachry terminated Subcontract 605028 for its convenience pursuant to Article 16.2 of Subcontract 605028. (Ex. A, ¶ 11; Exs. 2-3). The Subcontract 605028 distinguishes terminations for cause and convenience, each with separate rights and remedies. (Subcontract, Ex. 2, § 16.1-16.2). Termination for cause expressly requires notice, an opportunity to cure, and allows offsets for defects, while termination for convenience does not. (Compare Ex. 2, § 16.1 with § 16.2).

Pursuant to Article 16.2 of Subcontract 605028, upon termination for Zachry's convenience, "Zachry shall pay to [CECM], in full satisfaction and discharge of all liabilities and obligations owed to [CECM] with respect to the Work so terminated, an amount equal to the sum of:

a. All amounts due pursuant to this Agreement up to the termination date; and

b. All [CECM]'s actual, verifiable reasonable and necessary costs of such termination (including any costs reasonably incurred by [CECM] in performing services under this Article 16.2), but not any amounts for unabsorbed overhead, anticipated profits or lost opportunity, nor shall liability for termination expenses exceed the remaining unpaid Agreement Price." (Ex. 2, Art 16.2 ¶ 1.)

Courts have consistently recognized that a termination for convenience precludes the terminating party from later asserting claims for defects or additional costs, as the terminated party is deprived of the opportunity to inspect and cure any alleged deficiencies, a right typically permitted in terminations for cause. *Shelter Products, Inc. v. Steelwood Const., Inc.*, 307 P.3d 449, 461 (Or. Ct. App. 2013). See also *Paragon Restoration Grp., Inc. v. Cambridge Square Condominiums*, 839 N.Y.S.2d 658, 660 (N.Y. App. Div. 2007) (defendant-owner's counterclaim should have been dismissed against plaintiff to the extent that it sought an offset for the costs of

completing the project because, "[w]here [defendant] elects to terminate for convenience ..., whether with or without cause, it cannot counterclaim for the cost of curing any alleged default").

Nebraska law, which governs Subcontract 605028, also recognizes the distinction between terminations for convenience and terminations for cause. *Cf. Freedom Specialty Contracting Inc. v. Nichol Flats, LLC*, 950 N.W.2d 109 (Neb. Ct. App. 2020) (suggesting that a Nebraska court would similarly preclude recovery of offsets for defaults, including claims of improper work, when a contract is terminated for convenience).

The "incomplete and defective work" that the Sureties and Zachry have now alleged in four "Zachry back charge notifications (BCNs)" to CECM, total $1,009,015: (10/10/2024 in the amount of $523,308.85; 10/10/2024 in the amount of $149,344.61; 10/31/2024 in the amount of $228,332.87; 1/31/2025 in the amount of $108,028.30). (Ex. A, ¶ 19-21). However, the first time the BCNs were provided to CECM was as an attachment to the Claim Objection filed by Zachry in the Bankruptcy Proceeding. (Ex. A, ¶ 22-23). The BCNs were never provided to CECM during the ordinary course of the Project, and CECM was not terminated because "[a] dispute arose between Zachry and Commonwealth regarding Commonwealth's performance under the Subcontracts," as alleged by the Sureties. (Ex. A, ¶ 24-25).

Further, after CECM was terminated for convenience, at no time did Zachry give CECM notice and any opportunity to repair or cure the alleged problems identified within the BCNs. Instead, Zachry went forward and allegedly "promptly addressed the identified issues," and waited to inform CECM that it would be backcharged after the alleged rework was completed, and then wrongfully included a 10% profit mark-up for third party costs as a profit for Zachry. As a result, CECM and its counsel did not have the opportunity to investigate any of the alleged

problems identified within the BCNs. The modification and destruction of the existing conditions occurred after CECM's claim on the Bond was submitted to the Sureties and Zachry, and in most cases, *after* this litigation was filed. (*See* Ex. A, ¶ 23; Ex. 7). Such actions are not in accordance with Subcontract 605028 (to the extent CECM can be required to perform corrective work or warranty work after a Termination for Convenience) and are certainly not appropriate under Nebraska law. The Sureties' suggestion that CECM was terminated by Zachry as the result of a dispute is not accurate.

CONCLUSION

As discussed above, CECM opposes the Motion to Stay. The Sureties are jointly and severally liable to CECM for payment due under the Subcontracts. The Bankruptcy Court is well aware of this Third-Party action against the Sureties, and has not enjoined CECM from proceeding on its Bond claims in this Court. In the interest of providing for the just and speedy determination of the claims at issue, the Court should deny Defendants' Motion to Stay, and should allow Plaintiff's statutory bond claims against the Sureties to proceed.

DATED this 9th day of April 2025.

COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST, Plaintiff

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CERTIFICATES OF COMPLIANCE

I, Audrey R. Svane, hereby certify that this brief complies with the word count and typeface requirements of NECivR 7.1. This brief contains 5,837 words, including this certificate. This brief was created using Microsoft Word for Microsoft 365 and has been prepared in a proportionally spaced typeface using Times New Roman, in font size 12.

/s/ Audrey R. Svane

I, Audrey R. Svane, hereby certify that no generative artificial intelligence program was used in drafting the document, or that to the extent such a program was used, a human signatory of the document verified the accuracy of all generated text, including all citations and legal authority.

/s/ Audrey R. Svane

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 9, 2025, a true and correct copy of the foregoing was served by email on the following attorneys of record:

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EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA

COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST, a Nebraska Corporation, **Plaintiff,** v. TRAVELERS CASUALTY AND SURETY COMPANY and PACIFIC INDEMNITY COMPANY, **Defendants.**	**Civil Action No.: 24-cv-03149-SMB-JMD**

TRAVELERS CASUALTY AND SURETY COMPANY'S AND PACIFIC INDEMNITY COMPANY'S REPLY BRIEF IN SUPPORT OF THEIR MOTION TO STAY

Defendants, Travelers Casualty and Surety Company ("Travelers") and Pacific Indemnity Company ("Pacific") (collectively, the "Sureties") through their undersigned counsel, The Hustead Law Firm, *A Professional Corporation,* hereby submit their Reply to Plaintiff's Response to Defendants' Motion to Stay (the "Motion").

I. INTRODUCTION

As explained in the Motion, this matter arises out of a construction contract dispute between Commonwealth Electric Company of the Midwest ("Commonwealth") and Zachry Industrial, Inc. ("Zachry") relating to the construction of two (2) power generation facilities near Omaha: the Turtle Creek Electrical Power Generation Facility (the "Turtle Creek Project") and the Standing Bear Lake Station Electric Power Generation Facility (the "Standing Bear Project")

(collectively, the "Projects"). Zachry entered into an Engineering, Procurement, and Construction contract (the "Prime Contract") with the Omaha Public Power District ("OPPD" or "Owner") for the construction of the Projects. The Sureties executed payment and performance bonds (the "Bonds"), identified as Travelers Bond No. 107261753 and Pacific Bond No. 82455022, on behalf of Zachry to guarantee Zachry's work at the Projects.

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

On May 21, 2024, Zachry petitioned the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") for relief under Chapter 11 of the U.S. Bankruptcy Code. Zachry continues to operate its business and manage its properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

On August 23, 2024, Commonwealth brought this action against the Sureties to recover funds for which Zachry allegedly failed to pay Commonwealth for work performed under the Subcontracts.

On August 27, 2024, Commonwealth filed a claim in Zachry's bankruptcy proceedings asserting a total unsecured claim in the amount of $5,359,030.62 (the "Claim"). A copy of Commonwealth's Proof of Claim is attached to the Motion as **Exhibit 1** and incorporated by reference herein. Out of the $5,359,030.62 asserted in Commonwealth's Bankruptcy Claim, $4,948,849.68 relates to work done on the Standing Bear Project pursuant to Subcontract 605028.

On February 20, 2025, Zachry filed its Objection to the Claim (the "Objection"), wherein Zachry disputed Commonwealth's entitlement to payment under the Subcontracts due to the costs Zachry incurred to repair Commonwealth's incomplete and defective work at the Projects. A copy of Zachry's Objection to the Claim of Commonwealth is attached to the Motion as **Exhibit 2** and incorporated by reference herein.

On February 27, 2025, the Bankruptcy Court issued its Findings of Fact, Conclusions of Law, and Order (I) Approving the Debtors' Disclosure Statement on a Final Basis and (II) Confirming the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates (the "Confirmation Order"). A copy of the Confirmation Order is attached to the Motion as **Exhibit 3** and incorporated by reference herein. The Confirmation Order approved Zachry's Chapter 11 Plan of Reorganization (the "Plan"), which is attached to the Confirmation Order as Exhibit A and begins on page 87 of **Ex. 3**. The Plan contemplates paying Commonwealth's claim in full, subject only to the Objection, which is the exact same thing Commonwealth is asking this Court to do.

On April 1, 2025, Zachry and Commonwealth attended a preliminary hearing with the Bankruptcy Court on the Claim Objection. Zachry and Commonwealth are scheduled to attend a status conference regarding the Claim Objection on April 30, 2025. Zachry expects that the Bankruptcy Court will set an expedited schedule to resolve the Claim Objection within a matter of months and before trial of this matter will be set (although, as explained in the Motion and herein, by that time, there will be nothing left for this Court to decide).

Thus, given that the Bankruptcy Court is set to determine the validity of Commonwealth's Claim and Zachry's entitlement to an offset of Commonwealth's Claim for costs incurred to complete and repair Commonwealth's incomplete and defective work at the Projects, the Sureties

filed their Motion to Stay on March 26, 2025. On April 9, 2025, Commonwealth filed its Brief in Opposition to Defendants' Motion to Stay (the "Response").

In the Response, Commonwealth argues that: (1) the Sureties are jointly and severally liable to Commonwealth under the statutory bonds, and thus, Commonwealth should be able to proceed with its claims against the Sureties (Response at 6-8); (2) staying this action would not further the purpose of Neb. Rev. Stat. § 52-118 (Response at 8-9); (3) the Plan and Confirmation Order do not enjoin Commonwealth from pursing the Sureties (Response at 10); (4) Commonwealth's Opt-Out is enforceable (Response at 8-9); (5) the Plan allows payment from the Sureties to third-parties (Response at 12-13); (6) judicial economy supports allowing this action to continue (Response at 13-14); and (7) Commonwealth's termination for convenience precludes Zachry from later asserting claims for defects or additional costs (Response at 15-18).

Each of Commonwealth's arguments is misguided. First, the fact that the Bonds are statutory bonds pursuant to Neb. Rev. Stat. § 52-118 and/or that the Surety is "jointly and severally liable" for Commonwealth's Claim has no bearing on the Sureties' request to stay this matter. The argument is a red herring. Commonwealth does not and cannot dispute that the Sureties are entitled to assert the defenses of its principal, Zachry.

Regardless of whether the Sureties are jointly and severally liable for Commonwealth's Claim, Zachry's (and the Sureties') liability for Commonwealth's Claim is being litigated in the Bankruptcy Proceedings. The waste of judicial resources in litigating the same claims in two (2) fora and risk of inconsistent rulings necessitates a stay.

Second, Commonwealth's argument that "staying this action would not further the purpose of [Neb. Rev. Stat.] § 52-118" is also mistaken. While the Sureties generally agree with Commonwealth that Neb. Rev. Stat. § 52-118 seeks to ensure that contractors that provide labor

and materials for public projects receive payment, Commonwealth omits that: (1) Commonwealth will be paid in full through Zachry's Bankruptcy Proceedings; and (2) the Surety is only seeking to stay this matter while the Bankruptcy Court determines the validity of Commonwealth's Claim. If, for some reason, Zachry fails to follow-through on the Plan after the Objection is resolved, Commonwealth would retain its rights and claims against the Sureties.

Commonwealth's third, fourth, and fifth arguments relate to the enforceability of the Plan and Confirmation Order's injunction preventing Commonwealth from pursuing the Sureties. Commonwealth's interpretation of the Plan and Confirmation Order is wrong. Commonwealth's arguments relating to the enforceability of the injunction in the Plan and Confirmation Order relate to the enforceability of the Third-Party Releases contained in Article VIII.D of the Plan. *See* **Ex. 3** to the Motion, page 40 – 41 of the Plan. The enforceability of the injunction provided by Article VIII.D of the Plan, however, has no bearing the separate injunctions provided in Article VIII.A and Article VIII.F, distinct and separately enforceable provisions of the Plan. *Id.*

Sixth, Commonwealth argues that judicial resources favor continuing this action because the litigation is well underway; this Nebraska Court is "well equipped to hear this dispute;" and there is a "strategic advantage for the Sureties … [to] compel [Commonwealth] to travel to the Southern District of Texas to litigate a construction matter that has no connection to Houston or Texas law." Despite Commonwealth's arguments, the Bankruptcy Court will determine the validity of Commonwealth's Claim prior to the resolution of this matter. Further, the Sureties are not seeking to compel Commonwealth to litigate its Claim in Texas – Commonwealth initiated the Claim in the Bankruptcy Court. As Commonwealth points out, Commonwealth likely could have foregone the Claim and just pursued the Sureties herein; it is Commonwealth that is seeking to have it both ways. Regardless of whether this action is stayed, the Bankruptcy Court in the

Southern District of Texas will determine the validity of Commonwealth's Claim and the Zachry's entitlement to an offset of Commonwealth's claim due to back charges.

Finally, Commonwealth argues that because it was terminated for convenience, that Zachry cannot claim an offset against Commonwealth's Claim. Commonwealth's argument, however, supports the Sureties' Motion. If Commonwealth is correct and Zachry is not permitted to offset Commonwealth's Claim for costs incurred to complete and repair Commonwealth's defective work, the Bankruptcy Court will find that Commonwealth is entitled to the entirety of its Claim amount, reducing the issues in this action and potentially determining the Sureties' liability for Commonwealth's Claim. With respect to the merits of Commonwealth's argument that a termination for convenience precludes the terminating party from claiming an offset due to defective work performed by the terminated party, such argument is similarly misguided.

Ultimately, a stay in this matter is appropriate to conserve judicial resources and to avoid duplicative litigation potentially resulting in inconsistent rulings. Further, Commonwealth is legally enjoined from pursing the Sureties pursuant to the Plan and Confirmation Order. Accordingly, the Sureties respectfully request that the Court grant the Motion to Stay and stay the proceedings, at least, until the validity of Commonwealth's Claim is determined by the Bankruptcy Court.

II. ARGUMENT

A. Zachry's Bankruptcy Proceedings Necessitate a Stay Regardless of the Sureties Alleged Joint and Several Liability

Commonwealth failed to refute the crux of the Sureties' first argument in the Motion, that a stay in this matter is necessary to avoid duplicative litigation potentially resulting in inconsistent rulings. *Turner v. ILG Techs*., LLC, No. 2:21-CV-04192-NKL, 2023 WL 3553133, at *2 (W.D. Mo. May 18, 2023) ("if a party does not refute the opposing party's argument, then it is deemed a

concession"); *Stepps v. Bd. of Trustees of Univ. of Arkansas*, No. 4:21-CV-00986-LPR, 2022 WL 4086647, at *4 n.45 (E.D. Ark. Sept. 6, 2022) ("Defendants concede this point by failing to argue it."); *Xenia Rural Water Dist. v. City of Johnston, Iowa*, 467 F. Supp. 3d 696, 704 (S.D. Iowa 2020) ("Although [defendant] asserts that it does not 'concede' the first two elements, [defendant's failure to contest the elements for purposes of summary judgment is, in effect, a concession.").

Instead, Commonwealth first argues that "the [P]ayment [B]ond at issue in this lawsuit is a statutory bond, which alters the general rules that otherwise govern the law of suretyship." Response at 6. Commonwealth relies on *Stock v. Meissner*, 348 N.W. 2d 426, 428 (Neb. 1984), for the proposition that "a surety's obligation is … is collateral to the principal's obligation" under a statutory bond." *Id.*

Regardless of whether the Sureties' liability is original or derivative, the Sureties are still entitled to assert the defenses of its principal, Zachry. *N. Bank v. Dowd*, 252 Neb. 352, 354 (1997) ("Inherent in the existence of any surety relationship is the requirement that the principal owe some obligation. The liability of the surety for the debt to the holder of the obligation is no greater and no less than that of the principal."); *Phelps v. Dawson*, 97 F.2d 339, 341-42 (8th Cir. 1938) ("The rule of law which governs the liability of sureties upon bonds generally is that the surety is not liable unless the principal is and, therefore, may plead any defense available to the principal*"); In re Modern Textile, Inc.*, 900 F.2d 1184, 1188 (8th Cir. 1990) (quoting 10 W. Jaeger, Williston on Contracts § 1214, at 714 (3d e. 1967)); Restatement (Third) of Suretyship and Guaranty § 34(1) (1996).

The fact that the Payment Bond was a statutory bond does not alter the Sureties' rights to assert the defenses of Zachry. Otherwise, the Sureties' liability would be established upon

Commonwealth's Claim, without the ability to contest the validity of the Claim, outside of surety specific defenses such as notice.[1]

Here, as discussed in the Motion, the merits of Commonwealth's Claim for alleged unpaid funds under the Subcontracts, along with Zachry's defenses to the claim, are being litigated in the Bankruptcy Court. Most recently, the Bankruptcy Court scheduled a status conference for April 30, 2025. The Sureties expect that an evidentiary hearing on Commonwealth's Claim will be held in coming months.

Thus, in the coming months, the Bankruptcy Court will determine the exact value of Commonwealth's Claim when weighed against a potential offset for the costs incurred by Zachry to complete and repair Commonwealth's work at the Projects. This action is litigating the exact same dispute, the validity and potential value of Commonwealth's Claim. Accordingly, this matter should be stayed pending a determination of Zachry's liability for Commonwealth's Claim in the Bankruptcy Proceedings. Any other result will risk inconsistent rulings from the Bankruptcy Court and this Court. *Rosales v. Heath*, No. 8:17CV87, 2017 WL 2533365 (D. Neb. June 9, 2017) (citing *Kemp v. Tyson Seafood Grp., Inc.*, 19 F. Supp. 2d 961, 965 (D. Minn. 1998)) (holding that **a stay was appropriate while awaiting the results of another court that would determine an "essential element of [Plaintiff's] claim**") (emphasis added).

B. Staying this Action Aligns with the Purpose of Neb. Rev. Stat. § 52-118

Commonwealth also argues that "the purpose of Neb. Rev. Stat. § 52-118 is to ensure that contractors have another remedy or avenue to be paid on a public project, in the event the general contractor fails to pay for the work performed." Response at 8. Commonwealth further argues that Zachry's Bankruptcy Proceedings and Commonwealth's inability to record a lien against the

[1] If the Sureties were not permitted to assert the defenses of Zachry, the Sureties expect that Commonwealth would have already prevailed on a Motion for Summary Judgment.

public project, "is the specific harm that the Legislature sought to remedy when it enacted the predecessor to Neb. Rev. Stat. § 52-118." *Id.* at 9.

As an initial matter, the purpose of Neb. Rev. Stat. § 52-118 is irrelevant to the Sureties' Motion to Stay. The Sureties' Motion to Stay merely seeks to stay this matter while the validity of Commonwealth's Claim is determined by the Bankruptcy Court, after which time Commonwealth will be permitted to pursue the Sureties under Neb. Rev. Stat. § 52-118, barring an order from this Court or the Bankruptcy Court relating to the enforceability of the injunctions contained in the Plan and Confirmation Order.

Further, the Sureties generally agree that the purpose of Neb. Rev. Stat. § 52-118 is to ensure that contractors are paid for properly completed work. Commonwealth, however, omits two (2) key facts of this action: (1) the Sureties are only seeking to stay this matter pending the resolution of Commonwealth's Claim in the Bankruptcy Court; and (2) Zachry's Plan and Confirmation Order provide that all valid general unsecured claims, including Commonwealth's claim, **will be paid in full**. *See* **Ex. 3** of the Motion, page 18 of the Plan; Art. III.C.6 (providing that, in exchange for full and final satisfaction of all general unsecured claims, holders of such claims will receive promissory notes equal to the total aggregate allowed amount of such claims); *see also* **Ex. 3** of the Motion, ¶ 45 page 23 – 24 of the Confirmation Order (finding that the Plan results in "the payment in full of all General Unsecured Claims").

In other words, under the Plan, Commonwealth will recover the full amount of its allowed Claim, disposing of the issues in this case. *See Peter Kiewit Sons' Co. v. Nat'l Cas. Co.*, 8 N.W.2d 192, 195 (Neb. 1943) (holding that the purpose of statutory bonds are to "secure the payment of mechanics' and laborers' wages on all public buildings where the provisions of the general mechanics' lien laws do not apply"); *see also N. Bank*, 252 Neb. at 354 ("The liability of the surety

for the debt to the holder of the obligation is no greater and no less than that of the principal"). Accordingly, a stay of this matter does not contravene the purpose of Neb. Rev. Stat. § 52-118.

C. Commonwealth is Enjoined From Pursing the Sureties in this Action

Commonwealth argues that the injunction provided by Article VIII of the Plan, enjoining Commonwealth from pursuing its Claim against the Sureties is not enforceable because: "(i) the Plan and Confirmation Order provide that creditors can opt-out of the Third-Party Releases contained within the Plan and Confirmation Order; (ii) [Commonwealth] timely opted out of the Third Party Releases; (iii) the Plan provides that the Sureties are not a Released Party; and (iv) the Confirmation Order states that the Sureties do not receive a release of any of their obligations under the existing surety bonds. Response at 10. Commonwealth, however, misinterprets both the Sureties' argument and the "Third-Party Releases" contained in the Plan and Confirmation Order.

The Sureties do not dispute that "[t]he Plan provides that 'any Entity shall not be a Released Party if it: (i) elects to opt-out of the Third[-]Party Release …'" Response at 10 (pg. 10 of the Plan). The Sureties also do not dispute that the Confirmation Order states "**Provisions Regarding the Sureties.** … 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." *Id.* (citing ¶ 166, pg. 79 of the Confirmation Order) (emphasis in original).

Such provisions, however, only allow Commonwealth to "opt-out" of the third-party releases contained in Article VIII.D of the Plan. Specifically, ¶ 45 of the Confirmation Order defines the "Third-Party Release" as the releases granted in "**Article VIII.D** of the Plan." **Ex. 3** of the Motion, page 23–24 of the Plan (emphasis in original).

The Sureties, however, do not rely upon Article VIII.D of the Plan to argue that Commonwealth is enjoined from pursing the Sureties for its Claim. Instead, it is the distinct provisions provided in Article VIII.A and Article VIII.F which enjoin Commonwealth from pursuing the Sureties for its Claim.

As stated in the Motion, Article VIII.A of the Plan provides that:

> the discharge provided herein shall discharge, release, and extinguish any right of any Holder of any Claim [including Commonwealth] to file, assert, levy, or attach any Liens or initiate any claim against any bonds or the Sureties on account of any Claims against any of the Debtors that are discharged, satisfied, or released pursuant to this Plan, including on account of General Unsecured Claims that are satisfied in full under this Plan, or otherwise enforce, collect, or recover on account of any such Claims other than as expressly permitted under this Plan.

Ex. 3 page 38 of the Plan.

Article VIII.F of the Plan further provides that:

> Upon entry of the Confirmation Order, all Holders of Claims and Interests [including Commonwealth] and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, and each of their successors and assigns, shall be enjoined from taking any actions to interfere with the implementation or Consummation of this Plan in relation to any Claim or Interest that is extinguished, discharged, satisfied, or released pursuant to this Plan.

Ex. 3 page 41 – 43 of the Plan.

Lastly, Article VIII.F of the Plan also provides that:

> [A]ll Entities who have held, hold, or may hold Claims, Interests, or Causes of Action that have been extinguished, discharged, satisfied, released, or are subject to exculpation pursuant to Article VIII [including Commonwealth], are **permanently enjoined**, from and after the Effective Date, from taking any of the following actions against, as applicable, the Exculpated Parties and/or the Released Parties [including the Sureties]: . . . (1) commencing, conducting, or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action . . . (emphasis added).

Id.

Ultimately, it is Article VIII.A and Article VIII.F of the Plan and Confirmation Order that extinguish Commonwealth's right to seek payment from the Sureties, given that Zachry's Plan provides for a full recovery on Commonwealth's valid Claim. Furthermore, the permanent injunction provided by the Plan prevents Commonwealth from interfering with the implementation of the Plan.

Commonwealth does not dispute that the Sureties themselves are creditors in Zachry's bankruptcy, and Commonwealth's pursuit of immediate payment from the Sureties is increasing the value of the Sureties' claim against Zachry in the Bankruptcy Proceedings, which is detrimental to the implementation of the Plan. Accordingly, Commonwealth is permanently enjoined from pursuing the Sureties for is Claim and the Court should stay the proceedings.

Commonwealth also argues that "the Confirmation Order specifically prohibits and prevents the Sureties from asserting that any of their obligations under any surety bonds are released or altered." In contrast to Commonwealth's argument, the Sureties are not arguing that their obligations under the Bonds are released. Instead, the Sureties are seeking to stay this matter pending the Bankruptcy Court's determination of the validity of Commonwealth's claim to avoid duplicative litigation and potentially inconsistent rulings.

The Surety notes, however, that after the Bankruptcy Court's ruling, the Surety's obligations under the Bonds will likely be relieved because Zachry's Plan and Confirmation Order provide that all valid general unsecured claims, including Commonwealth's claim, **will be paid in full**. **Ex. 3** of the Motion, page 18 of the Plan; Art. III.C.6; *see also* **Ex. 3** ¶ 45 page 23 – 24 of the Confirmation Order. *Cont'l Bank & Tr. Co. v. Akwa*, 206 N.W.2d 174, 181 (Wis. 1973) ("As a general rule the payment or other satisfaction or extinguishment of the debt or obligation of the principal discharges the guarantor") (citing 38 C.J.S. Guaranty § 77 p. 1245); Restatement,

Security, p. 304, §115 ("It is to the interest of the surety that the creditor be allowed to take reasonable steps to satisfy his claim against the principal without discharging the surety. Any other rule would mean that whenever the principal owed a money obligation and was unable to make an immediate cash payment, the creditor to avoid discharging the surety, would proceed immediately against the latter").

Commonwealth further argues that the prohibition on non-consensual third-party releases is supported by the Supreme Court's recent holding in *Harrington v. Purdue Pharma*, 603 U.S. 204 (2024). *Harrington*, however, is distinguishable from the facts at hand. In *Harrington*, the owners of Purdue Pharma sought "a judicial order releasing [the owners of Purdue Pharma] from all opioid-related claims and enjoining victims from bringing such claims against them in the future." *Id.* at 204.

Specifically, Purdue Pharma's long-time owners, members of the Sackler family and non-debtors, sought to preclude claims against them personally through Purdue Pharma's bankruptcy. *Id.* The Sacklers sought the release and injunction "without securing the consent of those affected or placing anything approaching their total asserts on the table for their creditors." *Id.* Notably, the opiod-related victims precluded from bringing claims against the Sackler family, were not parties to the bankruptcy and were not set to recover any funds through the bankruptcy proceeding. *Id.* The case is inapposite.

Ultimately, the *Harrington* court held that "we hold only that the bankruptcy code does not authorize a release and injunction that, as part of a plan of reorganization under Chapter 11, effectively seeks to discharge claims against a nondebtor without the consent of affected claimants." *Id.* at 225-26. The *Harrington* court, however, stated that "[n]othing in what we have said should be construed to call into question *consensual* third-party releases offered in connection

with a bankruptcy reorganization plan … [n]or do we have occasion today to express a view on what qualifies as a consensual release." *Id.*

Converse to *Harrington*, the Sureties are not arguing that their obligations under the Bonds are released without Commonwealth's consent. Instead, the Sureties are seeking to stay this matter pending the resolution of the Bankruptcy Court's determination of the validity of Commonwealth's claim (a process that Commonwealth itself initiated and to which it has consented), to avoid duplicative litigation and potentially inconsistent rulings. Further, Commonwealth is set to receive payment in full for its valid Claim as determined by the Bankruptcy Court, which may discharge the Surety's obligations under the Bonds. *Cont'l Bank* 206 N.W.2d at 181; 38 C.J.S. Guaranty § 77 p. 1245; Restatement, Security, p. 304, §115.

In addition, Commonwealth does not address the caselaw provided by the Sureties supporting the injunction provided by the Plan and Confirmation Order. *See Matter of LaHaye*, 17 F.4th 513, 518 (5th Cir. 2021) ("Indeed, a confirmation order binds every entity that holds a claim or interest in the planned reorganization, regardless of whether they assert those interests before the bankruptcy court."); *In re Varat Enterprises, Inc.*, 81 F.3d 1310, 1315, (4th Cir. 1996) ("Pursuant to 11 U.S.C. § 1141(a), all parties are bound by the terms of a confirmed plan of reorganization."); *Matter of Specialty Equipment Companies, Inc.*, 3 F.3d 1043, 1046 (7th Cir. 1993) ("The provisions of the confirmed plan bind all creditors."); *Paul v. Monts*, 906 F.2d 1468, 1471 (10th Cir. 1990) (per curiam) (confirmed plan binds proponents of plan, debtor, and other parties in interest); *S.E.C. v. Vescor Capital Corp.*, 599 F.3d 1189 (10th Cir. 2010) (declining to lift receivership's order staying ancillary lawsuits); *Schauss v. Metals Depository Corp.*, 757 F.2d 649, 654 (5th Cir. 1985) (holding that "the important principle of comity between federal courts is advanced where courts of coordinate rank[,] are respectful of each other's orders, as well as careful

to avoid hindering each other's proceedings. In this vein, we have long advocated that district courts exercise their discretion to avoid duplication of proceedings where related claims are being litigated in different districts."); *SEC v. Wencke*, 622 F.2d 1363 (9th Cir. 1980) (upholding enforceability and binding effect of district court's stay of proceedings). Such failure to respond results in a concession to the Sureties' argument. Turner, 2023 WL 3553133, at *2; *Stepps*, 2022 WL 4086647, at *4 n.45; *Xenia*, 467 F. Supp. 3d at 704.

Ultimately, this matter should be stayed pending the Bankruptcy Court's determination of the validity of Commonwealth's Claim, and the Sureties respectfully request that the Court grant the Sureties Motion to Stay.

D. Commonwealth's Opt-Out is Unenforceable With Respect to the Inunctions Provided by Article VIII.A and Article VIII.F

First, the Surety notes that Commonwealth does not dispute that its Opt-Out has no bearing on the Sureties' independent basis for seeking to stay this matter, the duplicative and potentially inconsistent rulings between this Court and the Bankruptcy Court, which Commonwealth also does not dispute in the Response. Instead, Commonwealth attempts to refute the Sureties' argument that Commonwealth's Opt-Out is unenforceable by arguing that "Article VIII.F is to protect the Debtors, the Reorganized Debtors, the Exculpated Parties[,] and the Released Parties, not the Sureties." Response at 12-13.

As argued in the Motion, however, the injunction issued against Commonwealth protects the Debtor, Zachry, not just the Sureties. Commonwealth is seeking immediate payment from the Sureties rather than complying with the terms of the Plan and Confirmation Order, which directly interferes with the implementation of the Plan. Indeed, the Sureties themselves are creditors in Zachry's bankruptcy, and Commonwealth's pursuit of immediate payment from the Sureties is

increasing the value of the Sureties' claim against Zachry in the Bankruptcy Proceedings, which is detrimental to the implementation of the Plan.

Commonwealth also argues that "the Bankruptcy Court is well aware of this third-party action against the Sureties, and has issued no order or injunction staying, or otherwise enjoining [Commonwealth] from proceeding on its Bond claim in this Court." Commonwealth is again misguided. While Zachry made the Bankruptcy Court generally aware of this action at the April 1, 2025, preliminary hearing, Zachry has not requested that the Bankruptcy Court issue a specific injunction against Commonwealth enjoining it from pursuing the Sureties for its Claim because one is already in place.[2]

E. The Plan's Allowance of Third-Party Payment of Claims Does Not Alter the Need for a Stay

Commonwealth argues that the Plan and Confirmation Order "contemplate[] and allow[] payments by third-parties (such as the Sureties) and provides a mechanism that automatically credits Zachry for any payments made to [Commonwealth] by [the Sureties]." Response at 13. Commonwealth further states that "Zachry will not make plan payments [to] unsecured creditors until at least July 2028" and that "[s]taying this lawsuit for a period over three years … is not [an] effective use of this Court's docket." *Id.* at 14.

Such argument, however, is inapplicable to the Sureties' Motion to Stay. First, just because the Plan and Confirmation Order contemplate an offset of Zachry's liability for claims that are paid by third-parties, does not relieve Commonwealth of the injunctions mandated by Article VIII.A and Article VIII.F. The two provisions are not mutually exclusive.

[2] The Sureties understand that Zachry will seek a ruling enforcing the injunction against Commonwealth from the Bankruptcy Court in the coming weeks.

Second, the Sureties are requesting to stay this matter pending the Bankruptcy Court's determination of the validity of Commonwealth's Claim to avoid duplicative litigation and risk inconsistent rulings between the Bankruptcy Court and this Court. Once the Bankruptcy Court has determined the value of Commonwealth's Claim, this matter will be simplified such that Sureties' liability for Commonwealth's Claim may be resolved. The Sureties are not requesting to stay this matter for three (3) years and expect that the Bankruptcy Court will resolve Commonwealth's Claim in the coming months.

Further, once the Bankruptcy Court resolves Commonwealth's Claim, Commonwealth will be precluded from pursuing the Surety given that the Plan provides for full payment of Commonwealth's valid Claim. *See Cont'l Bank*, 206 N.W.2d at 181; 38 C.J.S. Guaranty § 77 p. 1245; Restatement, Security, p. 304, §115. Accordingly, this matter should be stayed pending the Bankruptcy Court's resolution of Commonwealth's Claim.

F. <u>A Stay in this Matter is Appropriate to Conserve Judicial Resources and to Avoid Duplicative Litigation</u>

Commonwealth argues that judicial resources would be best served by allowing this bond action to continue because "[d]iscovery in this lawsuit is well underway[,] [t]he lawsuit was commenced against the Sureties on August 23, 2024[,] …. [and] [t]he deadline to complete written discovery in this Lawsuit passed on March 31, 2025." Response at 14. In contrast to Commonwealth's argument, while discovery is well underway, the parties (including Zachry) expect that the Bankruptcy Court will resolve the validity of Commonwealth's Claim in the coming months, far before this matter will be set for trial.

Indeed, the Sureties just identified their potential experts in this matter on April 14, 2025, the Sureties' expert reports are not due until May 14, 2025, and the parties have until June 27, 2025 to complete depositions. A stay of this matter pending the Bankruptcy Court's determination

of the validity of Commonwealth's Claim will save the parties substantial resources in conducing duplicative discovery, and litigating the same issues in two (2) separate fora.

Commonwealth also argues that Nebraska Court is "well equipped to hear this dispute" given that the Projects are located in Nebraska and that insinuates that the Sureties are engaging in underhanded tactics to "compel [Commonwealth] to travel to the Southern District of Texas to litigate a construction matter that has no connection to Houston or Texas law." Response at 15.

Despite Commonwealth's arguments, the Sureties are not seeking to compel Commonwealth to litigate its dispute in Texas. It is Commonwealth that initiated its Claim with the Bankruptcy Court in Texas. Indeed, regardless of whether this action is stayed, the Bankruptcy Court in the Southern District of Texas will determine the validity of Commonwealth's Claim (prior to a finding by this Court).

Ultimately, a stay in this matter is appropriate to conserve judicial resources and to avoid duplicative litigation potentially resulting in inconsistent rulings. The Court should stay this proceeding because the resolution of Commonwealth's Claim in Zachry's Bankruptcy Proceedings will be dispositive of Commonwealth's claim against the Sureties.

G. Commonwealth's Termination for Convenience has No Bearing on the Motion to Stay

Lastly, Commonwealth argues that "a termination for convenience precludes the terminating party from later asserting claims for defects or additional costs, as the terminated party is deprived of the opportunity to inspect and cure any alleged deficiencies." *Id.* at 17. As an initial matter, Commonwealth's argument actually supports the Court staying this matter.

Again, the Bankruptcy Court is set to hear the merits of Commonwealth's Claim – including Zachry's alleged inability to offset its costs to complete and repair Zachry's incomplete and defective work – far sooner that this Court. If the Bankruptcy Court determines that Zachry

is not permitted to offset Commonwealth's Claim for cost incurred to complete and repair Commonwealth's defective work due to Zachry's termination of Commonwealth for convenience, such finding will likely resolve the dispute between Commonwealth and Zachry.

In contrast, if the Bankruptcy Court finds that Zachry is entitled to offset Commonwealth's claim due to costs incurred to complete and repair Commonwealth's incomplete and defective work at the Projects, such a finding will be binding on Commonwealth's Claim against the Sureties. *See, e.g., U.S. ex rel. Davis Contracting, L.P. v. B.E.N. Const., Inc.*, 2007 WL 293915 (D. Kan. 2007); *United States ex rel. Aurora Painting, Inc. v. Firemen's Fund Ins. Co.*, 832 F.2d 1150, 1151 (9th Cir.1987*); United States ex rel. Skip Kirchdorfer, Inc. v. M.J. Kelley Corp.*, 995 F.2d 656, 660–61 (6th Cir.1993); *see also Drill South Inc. v. Int'l Fid. Ins. Co.*, 234 F.3d 1232, 1235 (11th Cir. 2000). Accordingly, this matter should be stayed pending the Bankruptcy Court's determination of the validity of Commonwealth's Claim and Zachry's entitlement of an offset of Commonwealth's Claim due to incomplete and defective work performed by Commonwealth.

With respect to the merits of Commonwealth's argument that a termination for convenience precludes the terminating party from later asserting claims for defects or additional costs, Commonwealth is similarly misguided. *Armour & Co. v. Nard*, 463 F.2d 8, 10 (8th Cir.1972) (rejecting contractor's argument that owner was barred from seeking damages for delay after exercising right to terminate "without cause" in light of contractual provision stating that "'failure by [the owner] to exercise any right under the [c]ontract [d]ocuments shall not constitute a waiver of that or any other right or subsequent right hereunder'"); *Old Colony Const., LLC v. Town of Southington*, 113 A.3d 406, 414 (Conn. 2015) ("in light of the express terms of the parties' contract, the town's election to terminate the contract for convenience did not preclude it from recovering liquidated damages"); *EPC Corp. v. Travelers Casualty & Surety Co. of America*, 423

F.Supp.2d 1016, 1026 (D. Ariz. 2006) (concluding that court must give effect both to termination for convenience clause providing for payment of subcontractor for work actually performed in amount proportionate to sum payable under agreement and to provision allowing contractor to offset any sums due subcontractor by amount of any "backcharges" for defective work, absent evidence that parties intended provisions to have meaning other than what is contained in contract itself).

Thus, at a minimum, a valid dispute exists between Zachry, Commonwealth, and the Sureties (who are entitled to the defenses of Zachry) regarding the validity of Commonwealth's Claim and Zachry's (and the Sureties) right to offset Commonwealth's Claim for the costs incurred to complete and repair defective work at the Project. This matter should be stayed pending the Bankruptcy Court's determination of the validity of such Claim because the Bankruptcy Court's ruling will likely be dispositive on this action.

III. CONCLUSION

The Sureties respectfully request that the Court stay this proceeding, including the suspension of any discovery related to that Commonwealth's Claim. Staying this proceeding promotes judicial economy as it prevents duplicative litigation and eliminates the risk of inconsistent rulings from the Bankruptcy Court and this Court. Further, the Bankruptcy Court's Confirmation Order and Zachry's Plan permanently enjoin Commonwealth from pursing its Claim against the Sureties.

WHEREFORE, the Sureties respectfully request that this Court enter an Order staying these proceedings pending resolution of Commonwealth's Claim in the Bankruptcy Proceeding, suspending all discovery, and for such other relief as the Court deems just and equitable under the circumstances.

Respectfully submitted this 18th day of April, 2025.

THE HUSTEAD LAW FIRM
A Professional Corporation

The Original Signature is on File at The Hustead Law Firm, A Professional Corporation

s/ Patrick Q. Hustead
Patrick Q. Hustead, Esq. NSBA #25998
Attorneys for Travelers Casualty and Surety Company and Pacific Indemnity Company

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of April, 2025, a true and correct copy of the foregoing **TRAVELERS CASUALTY AND SURETY COMPANY'S AND PACIFIC INDEMNITY COMPANY'S REPLY BRIEF IN SUPPORT OF THEIR MOTION TO STAY** was electronically filed and served via USDC e-filing and/or e-mail, and addressed to the following:

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Original Signature is on File at
The Hustead Law Firm, A Professional Corporation

s/ Patrick Q. Hustead
Patrick Q. Hustead, Esq.

EXHIBIT 4

United States Bankruptcy Court
Southern District of Texas
ENTERED
February 27, 2025
Nathan Ochsner, Clerk

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];

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

u. Filed, on February 23, 2025, the *Debtors' Memorandum of Law in Support of (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2361] (the "**Confirmation Brief**"); and

v. Filed, on February 23, 2025, the *Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2362] (as amended, supplemented, or otherwise modified from time to time, the "**Plan**"), attached hereto as **Exhibit A**;

w. Filed, on February 24, 2025, (i) the *Declaration of Mohsin Y. Meghji, Chief Restructuring Officer of Zachry Holdings, Inc. in Support of (I) Approval of the Disclosure Statement on a Final Basis and (II) Confirmation of the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2380] (the "**Meghji Declaration**") and (ii) the *Declaration of Jason New in Support of (I) Approval of the Disclosure Statement on a Final Basis and (II) Confirmation of the Further Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates*

[Docket No. 2381] (the "**New Declaration**" and, together with the Meghji Declaration, the "**Confirmation Declarations**");

x. Filed, on February 25, 2025, the *Declaration of P. Joseph Morrow IV with Respect to the Tabulation of Votes on the Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2399] (the "**Voting Affidavit and Voting Report**" and, together with the Solicitation Affidavit, the Publication Affidavit, and the Supplemental Affidavit, the "**Affidavits**");

y. Filed, on February 25, 2025, the *Notice of Filing of the Fourth Plan Supplement* [Docket No. 2406]; and

z. Filed, on February 26, 2025, the *Notice of Filing of the Fifth Plan Supplement* [Docket No. 2417] (together, with the *Notice of Filing of the Plan Supplement*, the *Notice of Filing of Amended GUC Note Term Sheet*, the *Notice of Filing of the Second Plan Supplement*, the *Notice of Filing of the Third Plan Supplement*, and the *Notice of Filing of the Fourth Plan Supplement* as well as any amendments and supplements Filed prior to the Effective Date, the "**Plan Supplement**").

The Court having:

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

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

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

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

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

f. reviewed the Plan, the Disclosure Statement, the Solicitation Motion, the Plan Supplement, the Confirmation Brief, the Confirmation Declarations, the Affidavits, the Combined Hearing Notice, the Publication Notice, and all Filed pleadings, exhibits, statements, and comments regarding approval

of the Disclosure Statement on a final basis and Confirmation of the Plan, including all objections, statements, and reservations of rights;

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

h. held the Combined Hearing;

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

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

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

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

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

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

Findings of Fact and Conclusions of Law

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

A. Findings and Conclusions.

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

B. Jurisdiction, Venue, and Core Proceeding.

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

C. Eligibility for Relief.

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

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

4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. In accordance with the *Order (I) Directing Joint Administration of Cases and (II) Waiving Requirements of Bankruptcy Code Section 345(c)(1) and Bankruptcy Rules 1005 and 2002(n)* [Docket No. 21], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, the Debtors have operated their businesses as debtors-in-possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases. On June 4, 2024, the U.S. Trustee appointed the Statutory Unsecured Claimholders' Committee (the "**Committee**") pursuant to section 1102 of the Bankruptcy Code [Docket No. 176] and reconstituted the Committee on January 27, 2025 [Docket No. 2003].

E. Judicial Notice.

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

F. Plan Supplement.

6. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the Debtors provided good and proper notice of the Filing of the Plan Supplement in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable rules, laws, and requirements. No other or further notice will be required with respect to the Plan Supplement or any of the documents contained therein or related thereto. All documents included in the Plan Supplement and all other documents

necessary or appropriate to implement the Plan are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, the Debtors reserve the right to alter, amend, update, or modify the Plan Supplement and any of the documents contained therein or related thereto or the Plan before the Effective Date.

H. Objections Overruled.

7. Any resolution or disposition of objections (whether formal or informal), reservations of rights, statements, or joinders with respect to approval of the Disclosure Statement on a final basis and Confirmation explained or otherwise ruled upon by the Court on the record at the Combined Hearing is hereby incorporated by reference. All unresolved objections, reservations of rights, statements, and joinders are hereby overruled on the merits.

I. Modifications to the Plan.

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

J. Adequacy of the Disclosure Statement.

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

K. Disclosure Statement Order and Notice.

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

M. Ballots.

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

Class	Designation
3	Prepetition Credit Facility Claims
6	General Unsecured Claims

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

N. Solicitation.

13. As described in the Voting Affidavit and Voting Report, the solicitation of votes on the Plan complied with the procedures set forth in the Disclosure Statement Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases and complied with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable rules, laws, and regulations.

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

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

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

17. Under section 1126(f) of the Bankruptcy Code, Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 4 (Deferred Compensation Plan Claims), Class 5 (Convenience Claims), and Class 9 (Zachry Interests) (collectively, the "**Deemed Accepting Classes**") are Unimpaired and conclusively presumed to have accepted the Plan. The Debtors were therefore not required to, and did not, solicit votes from the Deemed Accepting Classes. Holders of Claims in Class 7 (Intercompany Claims) and Holders of Interests in Class 8 (Intercompany Interests) are Unimpaired and conclusively presumed to have accepted the Plan (to the extent Reinstated or converted to equity, as applicable) or are Impaired and deemed to reject the Plan (to the extent set off, settled, addressed, distributed, contributed, merged, cancelled, or released), and, in either event, are not entitled to vote to accept or reject the Plan. The Debtors served Holders in the non-voting Classes with the Combined Hearing Notice and the Non-Voting Status Notice, including the Opt-Out Form.

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

19. The Debtors also served the Disputed Claims Notice and the Opt-Out Form on certain Holders of Disputed Claims in these Chapter 11 Cases. The Disputed Claims Notice

provided adequate notice of the Combined Hearing, the Rule 3018 Motion Deadline, the procedures for challenging the Debtors' disallowance of Disputed Claims, and the release, exculpation, and injunction provisions of the Plan.

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

O. Voting.

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

P. Plan Supplement.

22. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents is good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable rules, laws, and requirements, and no other or further notice is required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the

terms of the Plan, the Debtors may alter, amend, update, or modify the Plan Supplement before the Effective Date. Holders of Claims and Interests were provided, due, adequate, and sufficient notice of the Plan Supplement.

Q. Bankruptcy Rule 3016.

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

R. Burden of Proof.

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

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

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

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

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

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

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

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

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

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

28. The Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code. **Article III** of the Plan specifies that Claims in the following Classes (the "**Impaired Classes**")

are Impaired under the Plan within the meaning of section 1124 of the Bankruptcy Code, and describes the treatment of such Classes:

Class	Claims
3	Prepetition Credit Facility Claims
6	General Unsecured Claims

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

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

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

30. The Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code. The provisions in **Article IV** and elsewhere in the Plan, and in the exhibits and attachments to the Plan (including the Plan Supplement) and the Disclosure Statement, provide, in detail, adequate and proper means for the Plan's implementation, including: (a) the general settlement of Claims and Interests; (b) the GPX Settlement, previously approved by this Court and subject to the Plan and the GPX Settlement Documents; (c) authorization for the Debtors and/or Reorganized Debtors to take all actions necessary to effectuate the Plan, including those actions necessary or appropriate to effectuate the Restructuring Transactions, and any restructuring transaction steps set forth in the Plan Supplement, as the same may be modified or amended from time to time prior to the Effective Date; (d) the entry into, delivery of, and implementation of the A&R Credit Facility Documents and other transaction documents contemplated by the Plan; (e) the issuance of the Sunbelt Promissory Note; (f) the entry into, delivery of, and implementation of the GUC Note Documents and issuance of the GUC Promissory Notes; (g) the entry into, delivery of, and implementation of

the Exit Intercreditor Agreement; (h) the delivery and implementation of the Parent Capital Contribution; (i) the funding and sources of consideration for the Plan distributions, including the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the Parent Capital Contribution, and Cash on hand; (j) the preservation of the Debtors' corporate existence following the Effective Date (except as otherwise provided in the Plan); (k) the vesting of the Estates' assets in the respective Reorganized Debtors; (l) the cancellation of certain existing agreements as provided in the Plan and this Order; (m) the authorization and approval of corporate actions under the Plan; (n) the adoption and re-affirmation of the Organizational Documents; (o) the effectuation and implementation of other documents and agreements contemplated by, or necessary to effectuate, the transactions contemplated by the Plan; (p) the assumption of certain Employee Obligations and Indemnification Obligations; (q) the preservation of Claims and Causes of Action not released pursuant to the Plan, including as set forth in the Schedule of Retained Causes of Action; and (r) the closing of the Chapter 11 Cases as provided in the Plan.

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

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

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

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

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

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

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

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

35. The Plan is consistent with section 1123(b)(2) of the Bankruptcy Code. **Article V** of the Plan provides for the assumption of all of the Debtors' Executory Contracts and Unexpired Leases, other than the Rejected Contracts and/or Unexpired Leases identified on the Rejection List and as otherwise provided in **Article V.A** of the Plan, and the payment of Cure Claims, if any, related thereto, not previously assumed, assumed and assigned, or rejected during these Chapter 11 Cases under section 365 of the Bankruptcy Code. The assumption of Executory Contracts and Unexpired Leases may include the assignment of certain of such contracts to Affiliates.

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

Assumption List and Rejection List included in the Plan Supplement pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

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

37. **General Compromise and Settlement of Claims and Interests.** In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided pursuant to the Plan, the provisions of the Plan constitute a good-faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan, including all General Unsecured Claims and GPX Claims and any challenge to the amount, validity, perfection, enforceability, priority, or extent of the Prepetition Credit Facility Claims, whether under any provision of chapter 5 of the Bankruptcy Code, based on any equitable theory, or otherwise. Entry of this Order shall constitute the entry of an order approving the settlement of all such Claims, Interests, and controversies under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019. The compromise and settlement of such Claims and Interests embodied in the Plan and Reinstatement and Unimpairment of other Classes identified in the Plan are in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests, and are fair, equitable, and reasonable.

38. **GPX Settlement.** The terms of the GPX Settlement, as set forth in the GPX Settlement Documents, are incorporated into, and are an integral part of, the Plan. As set forth in **Article IV.B** of the Plan, the GPX Interim Settlement Order, and the GPX Final Settlement Order, the GPX Settlement is a good-faith compromise and settlement of all disputes, controversies, claims, and causes of action among the GPX Settlement Parties arising out of or otherwise related to the GPX Project and the matters described in the GPX Settlement Term Sheet; the GPX Settlement is the product of extensive arm's-length, good faith negotiations and represents a fair

and reasonable compromise among the GPX Settlement Parties; the GPX Settlement is reasonable, fair, equitable, appropriate, and in the best interests of each of the Debtors, their estates, and all vendors and subcontractors asserting Claims related to the GPX Project; and the Debtors' reasonably exercised their business judgment when determining to enter into the GPX Settlement.

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

40. The Debtors and Golden Pass engaged in good faith and diligent analysis, over several months following this Court's interim and final approval of the GPX Settlement, to identify all GPX Claims, reconcile such GPX Claims, and determine the total amount of potential Excess Claims, in each case in compliance with, and furtherance of, the terms of the GPX Settlement. The Debtors and Golden Pass, among other things, reviewed the Proofs of Claim timely filed in these Chapter 11 Cases to identify asserted GPX Claims; sent letters to GPX Project vendors and subcontractors instructing them to submit all invoices for ZII's share of Pool A and Pool B obligations accruing through July 25, 2024, by September 16, 2024; reviewed all asserted Pool A and Pool B obligations submitted by such vendors; shared their analyses of the potential GPX Claims pool and direct cap payments calculation with each other; engaged in regular communications regarding accounting, reconciliation, and payment issues arising in connection with the GPX Settlement, and provided notice of the Excess Claim Stipulation and the Schedules

thereto to all known parties-in-interest. Based upon the Bar Date and the outreach by the Debtors and Golden Pass to vendors potentially asserting Pool A and Pool B obligations, all vendors and subcontractors in respect of the GPX Project have had a reasonable opportunity to identify and assert GPX Claims payable under the GPX Settlement. The schedules to the GPX Excess Claims Stipulation disclose all GPX Claims paid to date by Golden Pass, all GPX Claims to be paid by Golden Pass, and the universe of potentially valid GPX Claims, in each case identified during the Debtors' and Golden Pass's good faith reconciliation of GPX Claims that resulted in their determination of Excess Claims. The determination of Excess Claims set forth in the GPX Excess Claims Stipulation is reasonable under the circumstances and based on the good faith reconciliation and review of all potential GPX Claims conducted by the Debtors and Golden Pass.

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

42. **Debtor Release**. **Article VIII.C** of the Plan describes certain releases granted by the Debtors (the "**Debtor Release**"). The Debtors have satisfied the business judgment standard under Bankruptcy Rule 9019 with respect to the propriety of the Debtor Release. The Debtor Release is a necessary and integral element of the Plan, and is fair, reasonable, and in the best

interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; (f) narrowly tailored to the circumstances of the Chapter 11 Cases; and (g) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release. The Debtor Release for the Debtor Related Parties is appropriate because the Debtor Related Parties share an identity of interest with the Debtors, supported the Plan and these Chapter 11 Cases, actively participated in meetings, negotiations, and implementation during these Chapter 11 Cases, and have provided other valuable consideration to the Debtors to facilitate the Debtors' reorganization.

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

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

45. **Third-Party Release. Article VIII.D** of the Plan describes certain releases granted by the Releasing Parties (the "**Third-Party Release**"). The Third-Party Release provides finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties' respective obligations under the Plan and with respect to the Reorganized Debtors. The Combined Hearing Notice sent to Holders of Claims and Interests, the Non-Voting Status Notice sent to all Holders of Claims and Interest not entitled to vote on the Plan, the Ballots sent to all Holders of Claims entitled to vote on the Plan, the Publication Notice published in: (a) *The New York Times* (National Edition) on January 28, 2025, (b) *USA Today* (National Edition) on January 29, 2025, (c) *Beaumont Enterprise*, on January 29, 2025, and (d) *Port Arthur News*, on February 1, 2025, in each case, unambiguously stated that the Plan contains the Third-Party Release. Such release is a necessary and integral element of the Plan, and is fair, equitable, reasonable, and in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests. Also, the Third-Party Release is: (a) consensual; (b) essential to the formulation, Confirmation, and implementation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the payment in full of all General Unsecured Claims pursuant to the terms of the Plan; (d) a good-faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) narrowly tailored to the circumstances of the Chapter 11 Cases; and (i) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release. As set forth on the record

at the Combined Hearing and in **Article I.A.128.n** of the Plan, each Related Party of a Releasing Party shall be a Releasing Party solely to the extent an applicable principal Releasing Party is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law.

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

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

bound by the Third-Party Release and also is not a Released Party under the Plan and this Order.

47. **Exculpation.** The exculpation, described in **Article VIII.E** of the Plan (the "**Exculpation**"), is appropriate under applicable law, including *In re Highland Capital Mgmt., L.P.*, 48 F. 4th 419 (5th Cir. 2022), because it was proposed in good faith, was formulated following extensive good-faith, arm's-length negotiations with key constituents, and is appropriately limited in scope. Without limiting anything in the Exculpation, each Exculpated Party has participated in these Chapter 11 Cases in good faith and is appropriately released and exculpated from any obligation, Cause of Action, or liability for any prepetition or postpetition act taken or omitted to be taken in connection with, relating to, or arising out of the Debtors' restructuring efforts, these Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement or the Plan or any contract, instrument, release, or other agreement or document created or entered into, in connection with, or pursuant to the Disclosure Statement or the Plan, including the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, the filing of these Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property under the Plan. The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions

made pursuant to the Plan. Notwithstanding the foregoing, the Exculpation shall not release any obligation or liability of any Entity for any post-Effective Date obligation under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. The Exculpation, including its carveout for actual fraud, willful misconduct, and gross negligence, is consistent with applicable law in this jurisdiction.

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

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

50. Notwithstanding anything to the contrary in this Order, no Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Released Parties, or the Exculpated Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to **Articles VIII.C**, **VIII.D**, **VIII.E**, or **VIII.F** of the Plan, without the Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable.

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

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

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

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

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

54. **Article V.C** of the Plan provides for the satisfaction of Cure Claims associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. The Debtors or the Reorganized Debtors, as applicable, shall pay the Cure Claims, if any, on the Effective Date, or as soon as reasonably practicable thereafter, in the ordinary course of the Debtors' business if not yet due on the Effective Date, or on such other

terms as the parties to any Executory Contract or Unexpired Lease may agree. If there is any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any objection to the assumption of any Executory Contract or Unexpired List assumed pursuant to the Plan, then payment of the applicable Cure amount shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory or Unexpired Lease. As such, the Plan provides that the Debtors will cure, or provide adequate assurance that the Debtors will promptly cure, defaults with respect to assumed Executory Contracts and Unexpired Leases in accordance with section 365(b)(1) of the Bankruptcy Code.

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

55. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code and, thus, have satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, 1128, and 1129, and Bankruptcy Rules 2022, 3017, 3018, and 3019. The Debtors and their agents transmitted the Solicitation Materials and related documents and solicited and tabulated votes with respect to the Plan fairly, in good faith, and in compliance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures, including, but not limited to, sections 1125 and 1126(b) of the Bankruptcy Code.

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

56. The Debtors have proposed the Plan (including the Plan Supplement and all other documents necessary or appropriate to effectuate the Plan) in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. In determining

that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan, the process leading to Confirmation (including the overwhelming support of Holders of Claims for the Plan), and the transactions to be implemented pursuant thereto. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Plan, the Disclosure Statement, the hearing to conditionally approve the Disclosure Statement, and the record of the Combined Hearing and other proceedings held in the Chapter 11 Cases. These Chapter 11 Cases were Filed, and the Plan was proposed, with the legitimate and honest purpose of maximizing the value of the Estates and allowing the Debtors to implement the Restructuring Transactions, reorganize, and emerge from bankruptcy to allow them to conduct their businesses and satisfy their obligations with sufficient liquidity and capital resources. Further, the Plan's classification, settlement, discharge, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's-length, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and each is integral to the Plan, supported by valuable consideration, and necessary to the Debtors' successful reorganization. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

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

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

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

58. **Article IV.K** of the Plan sets forth that the directors and officer of each Reorganized Debtor shall consist of the current directors and officers of each respective Debtor.

Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

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

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

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

60. The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The Meghji Declaration, the liquidation analysis attached as **Exhibit C** to the Disclosure Statement, and the other evidence related thereto in support of the Plan that was proffered prior to, or in connection with the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that Holders of Allowed Claims in each Class will recover at least as much under the Plan on account of such Claim, as of the Effective Date, as such Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. As a result, the Debtors have demonstrated that the Plan is in the best interests of their creditors, and the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

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

61. Classes 1, 2, 4, 5, and 9 constitute the Unimpaired Classes, each of which is conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. As evidenced by the Voting Affidavit and Voting Report, Classes 3 and 6 have voted to accept the Plan. Holders of Claims and Interests in Classes 7 and 8 are Unimpaired and conclusively presumed to have accepted the Plan (to the extent Reinstated or converted to equity,

as applicable) or are Impaired and deemed to reject the Plan (to the extent set off, settled, addressed, distributed, contributed, merged, cancelled, or released), and, in either event, are not entitled to vote to accept or reject the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

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

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

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

63. The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced by the Voting Affidavit and Voting Report, Classes 3 and 6, which are Impaired, voted to accept the Plan by the requisite number and amount of Claims, determined without including any acceptance of the Plan by any insider (as such term is defined in section 101(31) of the Bankruptcy Code), as specified under the Bankruptcy Code. Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

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

64. The Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code. The Meghji Declaration, the financial projections attached as **Exhibit B** to the Disclosure Statement, and the other evidence supporting Confirmation of the Plan proffered or adduced by the Debtors at, prior to, or in connection with the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions;

(c) have not been rebutted by other evidence; (d) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors or their successors under the Plan, except as may be provided in the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan, including on account of any contingent, unliquidated, and other Disputed Claims that ultimately become Allowed after the Effective Date. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

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

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

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

66. The Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code. **Article IV.L** of the Plan provides that, as of the Effective Date, all obligations related to the Deferred Compensation Plan are assumed and all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

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

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

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

68. The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that Classes 7 and 8 are deemed to reject the Plan (to the extent set off,

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

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

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

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

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

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

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

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

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

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

MM. Satisfaction of Confirmation Requirements.

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

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

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

OO. Implementation.

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

PP. Disclosure of Facts.

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

QQ. Good Faith.

78. The Debtors, the Committee, the Released Parties, and the Exculpated Parties have been, are, and will continue to be acting in good faith within the meaning of section 1125(e) of the

Bankruptcy Code if they proceed to: (a) consummate the Plan, the Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Exit Intercreditor Agreement, the Parent Capital Contribution, and the agreements, settlements, transactions, transfers, and other actions contemplated thereby, regardless of whether such agreements, settlements, transactions, transfers, and other actions are expressly authorized by this Order; and (b) take any actions authorized and directed or contemplated by this Order.

RR. A&R Credit Facility.

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

SS. Sunbelt Promissory Note.

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

TT. GUC Promissory Notes.

81. The terms and conditions of the GUC Promissory Notes and the Debtors' entry into the GUC Note Documents, including all actions, undertakings, and transactions contemplated thereby, and payment of all fees, indemnities, and expenses provided for thereunder, are essential elements of the Plan, necessary for Confirmation and Consummation of the Plan, critical to the overall success and feasibility of the Plan, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the GUC Note Documents and have provided adequate notice thereof. The GUC Note Documents were negotiated in good faith and at arm's-length among the Debtors and the Committee, and the GUC Promissory Notes and any fees and expenses paid thereunder

are deemed to have been extended, issued, and made in good faith and for legitimate business purposes. The execution, delivery, and performance by the Debtors or the Reorganized Debtors, as applicable, of any of the GUC Note Documents, and any agreements related thereto and compliance by the Debtors or the Reorganized Debtors, as applicable, with the terms thereof, is authorized by, and will not conflict with, the terms of the Plan or this Order.

UU. Exit Intercreditor Agreement

82. The terms and conditions of the Exit Intercreditor Agreement (which shall be consistent in all material respects with the terms set forth in the term sheet attached hereto as **Exhibit B**, the "**Exit ICA Term Sheet**"), and the Debtors' entry into the Exit Intercreditor Agreement, including all actions, undertakings, and transactions contemplated thereby, are essential elements of the Plan, necessary for Confirmation and Consummation of the Plan, critical to the overall success and feasibility of the Plan, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the Exit Intercreditor Agreement and have provided adequate notice thereof. The Exit ICA Term Sheet setting forth the material terms of the Exit Intercreditor Agreement was negotiated in good faith and at arm's-length among the Debtor, the Committee, the A&R Credit Facility Agent, and Sunbelt, and the Exit Intercreditor Agreement is deemed to have been extended, issued, and made in good faith and for legitimate business purposes. The execution, delivery, and performance by the Debtors or the Reorganized Debtors, as applicable, of the Exit Intercreditor Agreement, and any agreements related thereto and compliance by the Debtors or the Reorganized Debtors, as applicable, with the terms thereof, is authorized by, and will not conflict with, the terms of the Plan or this Order.

Order

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

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

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

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

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

87. **Objections Overruled.** All parties have had a full and fair opportunity to be heard on all issues raised by the objections to final approval of the Disclosure Statement and

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

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

89. **Plan Modifications**. The Plan includes certain modifications made after the Debtors solicited approval from Holders of Claims entitled to vote (the "**Plan Modifications**"). The Plan Modifications do not materially adversely affect the treatment of any Claim or Interest under the Plan. After giving effect to the Plan Modifications, the Plan continues to satisfy the requirements of sections 1122 and 1123 of the Bankruptcy Code. The Debtors provided due and sufficient notice of the Plan Modifications under the circumstances. Accordingly, pursuant to section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

90. **Deemed Acceptance of Plan.** In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, Holders of Claims who voted to accept the Plan or who are

conclusively presumed to accept the Plan are deemed to have accepted the Plan. No Holder of a Claim shall be permitted to change its vote as a consequence of the Plan Modifications.

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

92. **Binding Effect.** Pursuant to **Article XII.A** of the Plan, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement, and this Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests voted or are deemed to have accepted the Plan, voted or are deemed to have rejected the Plan, or failed to vote to accept or reject the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors or the Reorganized Debtors, as applicable. All Claims and Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan and this Order, regardless of whether any such Holder of a Claim or Interest has voted on the Plan. Pursuant to section

1142(a) of the Bankruptcy Code, the Plan, the Plan Supplement, and this Order shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

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

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

95. **Cancellation of Existing Agreements and Interests.** On the Effective Date, except with respect to the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the Zachry Interests, the Prepetition Intercreditor Agreement, the Exit Intercreditor Agreement, the GPX Settlement Documents, the GPX L/C (subject to **Article IV.B** of the Plan), the GPX Parent Guarantee (subject to **Article IV.B** of the Plan), all Employee Obligations assumed pursuant to **Article IV.L** of the Plan, all Indemnification Obligations assumed pursuant to **Article IV.M** of the Plan, and all Executory Contracts and Unexpired Leases assumed pursuant to **Article V.A** of the Plan, or to the

extent otherwise provided in the Plan or this Order, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be cancelled and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect. Holders of, or parties to, such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights, distributions, and treatment provided for pursuant to the Plan.

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

97. On the Effective Date, each holder of a certificate or instrument evidencing a Claim or Interest that is discharged by the Plan shall be deemed to have surrendered such certificate or instrument in accordance with the applicable indenture or agreement that governs the rights of such holder of such Claim or Interest. Such surrendered certificate or instrument shall be deemed cancelled as set forth in, and subject to the exceptions set forth in, **Article IV.I** of the Plan.

98. **Organizational Documents.** On the Effective Date, the Reorganized Debtors shall be deemed to adopt and re-affirm the Organizational Documents without any further action, notice, or approval. The Reorganized Debtors shall be authorized to adopt any agreements, documents, and instruments, and to take any other action contemplated under the Plan as necessary to consummate the Plan. To the extent any Organizational Document is modified in connection with

Consummation of the Plan, each Reorganized Debtor, as applicable, will file such Organizational Document with the applicable Secretary of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The Organizational Documents shall prohibit the issuance of non-voting Equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. After the Effective Date, each Reorganized Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents.

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

100. **Restructuring Transactions.** The Restructuring Transactions set forth in the Plan are hereby approved and authorized in all respects. After the Confirmation Date, the Debtors or Reorganized Debtors, the GUC Note Administrative Agent, or the GUC Note Collateral Agent, as applicable, are authorized to consummate the Restructuring Transactions and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan. Any transfers of assets or equity interests effected, or any

obligations incurred through the Restructuring Transactions are hereby approved and shall not constitute fraudulent conveyances or fraudulent transfers or otherwise be subject to avoidance.

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

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

103. **Claims Register.** Any Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, compromised, settled, or superseded may be adjusted or expunged on the Claims Register by the Debtors or the Reorganized Debtors without the Debtors or the Reorganized Debtors having to file an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest without any further notice to or action, order, or approval of the Court.

104. **A&R Credit Facility.** On the Effective Date, the Reorganized Debtors shall enter into the A&R Credit Facility, the terms of which will be set forth in the A&R Credit Facility Documents. Confirmation of the Plan pursuant to this Order shall be deemed final approval of each of the A&R Credit Facility, the A&R Credit Facility Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization for the Reorganized Debtors to enter into and execute the A&R Credit Facility Documents, and such other

documents as may be required to effectuate the A&R Credit Facility. Effectiveness of the A&R Credit Agreement shall be deemed to bind all Holders of Prepetition Credit Facility Claims and all A&R Credit Facility Lenders as if each such Holder or A&R Credit Facility Lender had executed the A&R Credit Facility Agreement with appropriate authorization.

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

106. **GUC Promissory Notes.** On the Effective Date, the Reorganized Debtors shall enter into the GUC Note Documents and issue the GUC Promissory Notes. The Reorganized Debtors shall issue additional GUC Promissory Notes from time to time after the Effective Date for the benefit of Holders of General Unsecured Claims in accordance with the Plan as and to the extent such Claims are Allowed. Confirmation of the Plan pursuant to this Order shall be deemed final approval of each of the GUC Promissory Notes, the GUC Note Purchase Agreement, the GUC Note Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization for the Reorganized Debtors to enter into and execute the GUC Note Documents, and such other documents as may be required to effectuate the GUC Promissory Notes.

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

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

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

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

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

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

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

114. For the avoidance of doubt, and as set forth in the GPX Excess Claims Stipulation, (i) the Debtors and Golden Pass shall not seek recovery from each other on account of any potential claims related to the GPX Project other than as set forth in the GPX Excess Claims Stipulation; (ii) the Debtors have no payment obligations, liability, or any other responsibility with respect to any GPX Claims identified on Schedule 1 to the GPX Excess Claims Stipulation or any Payable GPX Claims (as defined in the GPX Excess Claims Stipulation) identified on Schedule 2, Schedule 3, or Schedule 4 to the GPX Excess Claims Stipulation, except to the extent any GPX Claim not listed on the Schedules to the GPX Excess Claims Stipulation becomes an Allowed Claim or is Allowed in an amount higher than the amounts set forth on the Schedules through the Debtors' proof of claim resolution process in the Court, in which case the Debtors shall resolve and satisfy such Claims (in the amount that is higher than the amount in the Schedules, if any) pursuant to the terms of the Plan; (iii) Golden Pass has no further liability, obligation, or responsibility whatsoever under the GPX Settlement or any applicable agreement or law with respect to any Claims filed or scheduled in the Debtors' bankruptcy cases, including without limitation, any Allowed Claims, other than the Payable GPX Claims in the amounts identified on

Schedule 2, Schedule 3; and Schedule 4 to the GPX Excess Claims Stipulation; (iv) other than the Payable GPX Claims, all GPX Claims have been resolved and satisfied as of entry of this Order and are subject to each of the release, discharge, and injunctive relief provisions in the Plan, including as set forth in **Articles IV** and **VIII** of the Plan, and Golden Pass shall have no further liability, obligation, or responsibility whatsoever with respect to such claims; (v) upon Golden Pass's payment of the Payable GPX Claims in the amounts set forth in Schedule 2, Schedule 3, and Schedule 4 to the GPX Excess Claims Stipulation, the Payable GPX Claims will be deemed fully satisfied and subject to each of the release, discharge, and injunctive relief provisions in the Plan, including as set forth in **Articles IV** and **VIII** of the Plan, and Golden Pass shall have no further liability, obligation, or responsibility whatsoever with respect to such claims; (vi) Chiyoda, CB&I, and the current Chiyoda-CB&I joint venture on the GPX Project ("**CCJV-GPX**") shall have no further liability, obligation, or responsibility whatsoever with respect to GPX Claims satisfied by Golden Pass; and (vii) all release, discharge, and injunctive relief provisions in the Plan related to GPX Claims are approved as set forth herein and the Plan for the benefit of the Debtors, Golden Pass, and their Related Parties.

115. Consistent with the terms of the GPX Excess Claims Stipulation, upon entry of this Order and occurrence of the Effective Date of the Plan that incorporates, approves, and implements the stipulations and schedules of the GPX Excess Claims Stipulation, the GPX L/C and Parent Guarantee (as defined in the GPX Settlement Term Sheet) shall be deemed automatically reduced to the amount of the GPX L/C Scheduled Draws *less* the amount of the February 1, 2025 GPX L/C Scheduled Draw already paid by the Debtors in Cash pursuant to that certain letter agreement dated January 31, 2025, without any further notice to or action, order, or approval by any Entity or this Court. The Reorganized Debtors may pay any future GPX L/C Scheduled Draws in Cash subject

to the terms of the GPX Excess Claims Stipulation. The Reorganized Debtors shall pay the Excess Claims Amount (as defined in the GPX Excess Claims Stipulation) in Cash on or before August 1, 2026, which shall be an obligation solely of the Debtors (and their successors) and no other party. The Reorganized Debtors, Golden Pass, and the Prepetition Credit Facility Agent are authorized to execute all agreements and other documents, and to take any other ministerial actions, as may be necessary to effectuate the terms of this paragraph. Notwithstanding anything to the contrary herein or in any A&R Credit Facility Documents, the terms of the GPX Settlement with respect to the GPX L/C are modified solely as expressly set forth in the GPX Excess Claims Stipulation and incorporated in this paragraph.

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

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

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

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

120. Notwithstanding anything to the contrary in **Article VIII.C** of the Plan, the Debtors shall maintain all rights to object to Filed Claims and shall not release any claims or Causes of Action (i) identified on the Schedule of Retained Causes of Action, or (ii) related to the GPX Settlement that are preserved by the GPX Settlement Documents, the GPX Settlement Dispute Opinion, or the GPX Settlement Dispute Order. Upon entry of this Order, any and all such rights, claims, and Causes of Action set forth in this paragraph 120 and **Article VIII.C** shall be fully preserved and 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. As set forth on the record at the Combined Hearing and in **Article I.A.128.n** of the Plan, each Related Party of a Releasing Party shall be a Releasing Party solely to the extent an applicable principal Releasing Party is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law.

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

123. **Assumption and Assignment of Contracts and Leases.** On the Effective Date, each Executory Contract and Unexpired Lease shall be deemed assumed, unless such Executory Contract and Unexpired Lease: (1) is identified on the Rejection List; (2) previously expired or terminated pursuant to its own terms; (3) was previously assumed or rejected by the Debtors, including pursuant to the GPX Settlement; (4) is the subject of a motion or notice to reject pending

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

124. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in **Article V** of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption and assignment, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety. For the avoidance of doubt, if there is any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning

of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, and if such dispute is not resolved in a manner acceptable to the Reorganized Debtors in their sole discretion, the Reorganized Debtors shall have the right to add the applicable Executory Contract or Unexpired Lease to the Rejection List, in which case such Executory Contract or Unexpired Lease shall be deemed rejected as of the Effective Date and no Cure Claim shall be owed in respect of such Executory Contract or Unexpired Lease. The Reorganized Debtors may determine to add an Executory Contract or Unexpired List to the Rejection List pursuant to this paragraph before or after the Court rules on any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption. Following the resolution of any dispute regarding any Cure Claim, provided that the Reorganized Debtors do not elect to add the applicable Executory Contract or Unexpired Lease to the Rejection List, payment of the Cure Claim shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute or as may be agreed by the Reorganized Debtors and the counterparty to the Executory Contract or Unexpired Lease.

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

126. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure Claim pursuant to **Article V.C** of the Plan shall result in the full release and satisfaction of any Cure Claims, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory

Contract or Unexpired Lease at any time prior to the effective date of assumption. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to this Order, and for which any Cure Claim has been fully paid pursuant to **Article V.C** of the Plan, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Court.

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

128. **Deferred Compensation Plan and Other Employee Obligations.** Subject to **Article V** of the Plan, all written employment, confidentiality, non-competition agreements, bonus, gainshare and incentive programs, discretionary bonus plans or variable incentive plans regarding payment of a percentage of annual salary based on performance goals and financial targets for certain employees, vacation, holiday pay, severance, retirement, retention, supplemental retirement, executive retirement, pension, deferred compensation (including the Deferred Compensation Plan), indemnification, other similar employee-related agreements or arrangements, retirement income plans, medical, dental, vision, life and disability insurance, flexible spending account, and other health and welfare benefit plans, programs, and arrangements,

and collective bargaining agreements that are in effect immediately prior to the Effective Date with the Debtors, shall be assumed by the Debtors and shall remain in place as of the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date, unless otherwise: (i) provided in the Plan or this Order, (ii) specifically rejected pursuant to a separate order of this Court, (iii) specifically designated as a contract or lease to be rejected on the Rejection List, or (iv) specifically identified in a separate rejection motion Filed by the Debtors. For the avoidance of doubt, the Debtors' assumption of all obligations related to the Deferred Compensation Plan shall include any amounts due and owing to participants that have accrued under the Deferred Compensation Plan following the Petition Date.

129. The Debtors' assumption of such compensation and benefits plans, including the Deferred Compensation Plan, pursuant to the terms of this Plan shall be deemed not to trigger any applicable change of control, immediate vesting, termination, or similar provisions in any applicable plan or program, or an event of "Good Reason" (or a term of like import), in each case as a result of the consummation of the Restructuring Transactions. No counterparty shall have rights under a compensation and benefit plan or program, including the Deferred Compensation Plan, assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

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

term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable orders of this Court and applicable law.

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

132. **Compliance with Tax Requirements.** Each Holder of an Allowed Claim or Interests that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. In connection with the Plan, to the extent applicable, the Debtors, the Reorganized Debtors, the Distribution Agent, and any applicable withholding agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting

requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, the Reorganized Debtors, the Distribution Agent, and any applicable withholding agent, as applicable, are authorized to take all actions necessary or appropriate to comply with applicable withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors and the Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and similar spousal awards, Liens, and encumbrances.

133. **Exemption from Transfer Taxes and Recording Fees.** To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for any or all of the A&R Credit Facility, the Sunbelt Promissory Note, or the GUC Promissory Notes; (6) the issuance of the GUC Promissory Notes; (7) the issuance of the Sunbelt Promissory Note; or (8) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising

out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

134. **Documents, Mortgages, and Instruments.** Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the Plan, including the Restructuring Transactions, and this Order.

135. **Plan Supplement.** Without further order or authorization of this Court, the Debtors, Reorganized Debtors, and their successors are authorized and empowered to make all modifications to all documents included as part of the Plan Supplement that are consistent with the Plan, unless such modifications require relief under section 1127 of the Bankruptcy Code; *provided, however,* that the Debtors shall obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alternations, amendments, supplements, or modifications to the Plan Supplement impacting the treatment of Holders of General Unsecured Claims under the

Plan. Execution versions of the documents comprising or contemplated by the Plan Supplement shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all mortgages, Liens, deeds of trust, pledges, and security interests purported to be created thereby.

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

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

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

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

140. **Term of Injunctions or Stays.** Unless otherwise provided in the Plan or in this Order, all injunctions or stays arising under or entered during these Chapter 11 Cases under sections 105 and 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

141. **Nonseverability of Plan Provisions Upon Confirmation.** Each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted

or modified without the Debtors' or Reorganized Debtors' consent, as applicable; and (c) non-severable and mutually dependent.

142. **Post-Confirmation Modifications.** Without the need for further order or authorization of the Court, the Debtors or the Reorganized Debtors, as applicable, are authorized and empowered to make any and all modifications to any and all documents that are necessary to effectuate the Plan that do not materially modify the terms of such documents and are consistent with the Plan. The Debtors and the Reorganized Debtors expressly reserve their respective rights to revoke or withdraw, or to alter, amend, or modify materially the Plan with respect to such Debtors or Reorganized Debtors, one or more times after Confirmation, and any such alteration, amendment, or modification shall be considered a modification of the Plan and shall be made in accordance with section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and **Article X.A** of the Plan; *provided, however*, that the Debtors shall also obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alterations, amendments, supplements, or modifications to the Plan (including the Plan Supplement) impacting the treatment of Holders of General Unsecured Claims under the Plan.

143. **Notice of Entry of Confirmation and Effective Date.** In accordance with Bankruptcy Rules 2002 and 3020(c), no later than seven (7) Business Days after the Effective Date, the Reorganized Debtors shall file with the Court and serve by email and first class mail or overnight delivery service a notice of the entry of this Order and occurrence of the Effective Date (the "**Effective Date Notice**") on all Holders of Claims and/or Interests and to all parties on the *Master Service List* maintained by the Claims and Noticing Agent. Notwithstanding the above, no Effective Date Notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed notice of the Combined Hearing, but received such notice returned

marked "undeliverable as addressed," "moved, left no forwarding address," or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. Mailing of the Effective Date Notice in the time and manner set forth in this paragraph shall be good, adequate, and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c). No further notice of Confirmation of the Plan and the occurrence of the Effective Date will be necessary.

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

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

146. **Reporting.** Except as otherwise required under the A&R Credit Facility Documents, the Sunbelt Promissory Note, or the GUC Note Documents, after entry of this Order, the Debtors or Reorganized Debtors, as applicable, shall have no obligation to file with the Court, serve on any parties, or otherwise provide any party with any other report that the Debtors or Reorganized Debtors, as applicable, were obligated to provide under the Bankruptcy Code or any order of the Court, including obligations to provide (a) any reports to any parties otherwise required under the "first" and "second" day orders entered in these Chapter 11 Cases and (b) monthly

operating reports (even for those periods for which a monthly operating report was not filed before the Confirmation Date, if any); *provided* that the Debtors and Reorganized Debtors, as applicable, shall comply with the U.S. Trustee's post-confirmation quarterly reporting requirements prior to the closure of the applicable Chapter 11 Case.

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

148. **Authorization to Consummate.** The Debtors and the Reorganized Debtors, as applicable, are authorized to consummate the Plan after the entry of this Order subject to satisfaction or waiver of the conditions precedent to Consummation set forth in **Article IX** of the Plan; *provided, however*, that if the Debtors seek any waiver (in whole or in part) of the conditions precedent in **Article IX.A.1** or **Article IX.A.6**, the Debtors shall obtain the consent of the Committee.

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

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

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

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

153. **Provisions Regarding Committee and Cessation of Fees and Expense Payment.** **Article X.E** of the Plan shall be replaced in its entirety with the following:

> On the Effective Date, the Committee shall dissolve automatically and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases, except with respect to (i) final fee applications of the Professionals asserting Professional Fee Claims, including any appeals in connection therewith, and/or (ii) for purposes of participating in any appeals of the Confirmation Order. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred after the Effective Date by the members of or advisors to the Committee, other than such fees and expenses incurred in connection with any appeals of the Confirmation Order. Any reasonable and documented fees or expenses of the Committee or its advisors incurred between the Confirmation Date and the Effective Date (or after the Effective Date with respect to any appeals of the Confirmation Order) shall be paid by the Debtors or Reorganized

Debtors, as applicable, without the necessity of the filing of a fee application for such fees and expenses.

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

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

a. The Claims of the Texas Comptroller of Public Accounts, Revenue Accounting Division and the Texas Workforce Commission (together, the "**Texas State Taxing Authorities**") shall be reconciled by the Reorganized Debtors and the Texas State Taxing Authorities in the ordinary course of business following the Effective Date. Once any Claim by the Texas State Taxing Authorities becomes an Allowed Claim under the Plan, the Reorganized Debtors shall pay such Allowed Claim as an Other Priority Claim, along with all accrued state statutory post-petition interest to the extent owed under applicable state law, within 10 days of such Allowance.

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

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

156. **Provisions Regarding Texas Local Taxing Authorities**. Notwithstanding anything to the contrary in the Plan Documents, the claims of the Texas Local Taxing Authorities[3]

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

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

157. Should a Debtor or Reorganized Debtor default on a payment to a Texas Local Taxing Authority under the terms of the Plan or this Order, the applicable Texas Local Taxing

Community College System, Houston Independent School District, Jefferson County, Katy Independent School District, Kenedy County, Kleberg County, Lone Star College System, Orange County, Nueces County and City of Pasadena.

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

158. **Provisions Regarding CPChem.** Notwithstanding anything to the contrary in the Plan Documents: (i) on the Effective Date, the Reorganized Debtors shall be deemed to have assumed: (a) the Master Agreement for Products and Services Maintenance Agreement, Contract No. CW64524, by and between Zachry Maintenance Services LLC and Chevron Phillips Chemical Company LP ("**CPChem**"), effective July 1, 2023 (as amended, modified or restated from time to time, together with all attachments, exhibits, and ancillary documents, the "**CPChem MSA**"); (b) the Blanket Contract for Engineering Design, Procurement and Construction Services, Contract No. CPC-34116, by and between ZII (with other Zachry contractors also a party through permissible affiliation with ZII) and CPChem, effective October 1, 2020; (c) the Modified Blanket Services Agreement, Contract No. 4600006406, by and between JV Industrial Companies LLC and CPChem, effective April 11, 2006; (d) the OSBL Engineering, Procurement, and Construction Contract, Contract No. USGCII-CNCN-000E4, by and between GTPC, ZII, and Burns & McDonnell Engineering Company, Inc. dated June 28, 2022, (as amended, modified or restated from time to time, together with all attachments, exhibits, and ancillary documents); (e) the Polyethylene Engineering, Procurement and Construction Contract, Contract No. USGCII-CNCN-000E1, by and between GTPC, ZII, and DL USA, Inc., dated July 7, 2022 (as amended, modified, or restated from time to time, together with all attachments, exhibits, and ancillary documents);

and (f) the Blanket Service Agreement, Contract No. 4600005747, effective October 23, 2008, to the extent not superseded by the CPChem MSA; and (g) any active or open purchase order submitted by CPChem to the Debtors under the foregoing agreements (collectively, (a)-(g), the "**CPChem Agreements**"), pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice, action, order, or approval of the Court; (ii) no Cure Claim in Cash shall be paid to CPChem by the Reorganized Debtors on the Effective Date; (iii) assumption of the CPChem Agreements and Consummation of the Plan shall not alter, impair or otherwise modify the rights and obligations of the parties to the CPChem Agreements, including in respect of any claims of the Debtors, the Reorganized Debtors, CPChem, or their respective Affiliates, as applicable, arising at any time under or in relation to the CPChem Agreements, whether such claims are liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, now existing or hereinafter arising; (iv) notwithstanding the commencement of the Chapter 11 Cases and confirmation of the Plan, all obligations of the Debtors, the Reorganized Debtors, and CPChem under the CPChem Agreements shall be satisfied by the Debtors, the Reorganized Debtors, and CPChem, as applicable, in the normal course of business in accordance with the terms of the CPChem Agreements, including, for the avoidance of doubt, any contingent and unliquidated obligations of the Debtors and Reorganized Debtors validly owed to CPChem under the CPChem Agreements; and (v) CPChem is hereby deemed, as of the Effective Date, to have affirmatively opted out of the Third-Party Release provisions of the Plan. For the avoidance of doubt, references to CPChem herein shall refer to both Chevron Phillips Chemical Company, LLC as well as Chevron Phillips Chemical Company, LP.

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

with the terms of the GTPC EPC Contracts, including, for the avoidance of doubt, any contingent and unliquidated obligations of the Debtors and Reorganized Debtors validly owed to GTPC under the GTPC EPC Contracts; and (v) as an administrative matter, GTPC is hereby deemed, as of the Effective Date and without any further action, notice, or order by any party or this Court, to have (x) withdrawn Claim Nos. 1284 and 1285 as duplicative of Claim Nos. 1242 and 1243 (which shall remain pending) and (y) affirmatively opted out of the Third-Party Release provisions of the Plan.

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

respect to the VGPL Performance Bonds and VGPL Payment Bonds (such agreements, together with the VGPL Performance Bonds and the VGPL Payment Bonds, the "**VGPL Surety Bond Obligations**"); and (e) that certain Second Amended and Restated Engineering, Procurement and Construction Agreement, entered into as of January 7, 2022, and that certain Engineering, Procurement and Construction Agreement, entered into as of January 10, 2023 (as amended together, the "**PLNG EPC Contracts**") with KZJV LLC, and any other agreements setting forth the parties' respective rights and obligations under the PLNG EPC Contracts (collectively, the "**PLNG EPC Contracts Obligations**"), shall all continue in full force and effect in accordance with the terms thereof and applicable non-bankruptcy law and are not discharged, enjoined, impaired, released or otherwise modified in any way. For the avoidance of doubt, nothing in the Plan or this Order, including, without limitation, any exculpation, release, injunction, exclusions, and discharge provisions of the Plan contained in **Article VIII** of the Plan or otherwise, shall bar, alter, limit, impair, release, modify, enlarge, or enjoin any VGPL Guaranty Obligations, any VGPL Surety Bond Obligations, PLNG EPC Contracts Obligations and/or any rights, claims, actions or defenses, or other matters to which VGPL is entitled under such VGPL Guaranty Obligations, VGPL Surety Bond Obligations, or PLNG EPC Contracts Obligations at law, in equity, or otherwise. The VGPL Guaranties, the VGPL Payment Bonds, the VGPL Performance Bonds, the PLNG EPC Contracts, and all VGPL Guaranty Obligations, VGPL Surety Bond Obligations, PLNG EPC Contracts Obligations, and any rights, claims, actions or defenses, or other matters to which the Reorganized Debtors or VGPL are entitled under such agreements or obligations, at law, in equity, or otherwise, shall be reinstated and/or retained by the Reorganized Debtors and VGPL, as applicable, in the ordinary course of business as if the Chapter 11 Cases had not been commenced. Nothing in the Plan or this paragraph shall affect in any way VGPL's rights against

any non-Debtor under the VGPL Guaranties, VGPL Payment Bonds, VGPL Performance Bonds, PLNG EPC Contracts, or otherwise with regard to the VGPL Guaranty Obligations, VGPL Surety Bond Obligations, and PLNG EPC Contracts Obligations. Subject to **Article VIII** of the Plan, nothing in this paragraph shall affect in any way any non-Debtor's rights against VGPL under the VGPL Guaranties, VGPL Payment Bonds, VGPL Performance Bonds, PLNG EPC Contracts, or otherwise with regard to the VGPL Guaranty Obligations, VGPL Surety Bond Obligations, and PLNG EPC Contracts Obligations.

161. **OPPD Reservation of Rights.** Notwithstanding anything to the contrary in the Plan Documents: (i) nothing contained in the Plan Documents shall operate to release, discharge, impair, or enjoin any rights, obligations, Claims, Causes of Action, defenses, or remedies of Omaha Public Power District ("**OPPD**"), the Debtors, or the Reorganized Debtors, as applicable, against the Debtors, Reorganized Debtors, OPPD, or any Person, as applicable, accruing before, on, or after the Effective Date as it relates to that certain *Engineer, Procure, and Construct Contract for Omaha Public Power District Standing Bear Lake and Turtle Creek Generating Stations* (Contract No. 263406) dated September 21, 2021, as amended by those certain *Amendment No. 1 and Amendment No. 2 to Engineer, Procure, and Construct Contract for Omaha Public Power District Standing Bear Lake and Turtle Creek Generating Stations* (Contract No. 263406) dated August 13, 2024 (together with all amendments, exhibits, schedules, and ancillary agreements and documents thereto, the "**OPPD Contract**"), or the adversary proceeding, pending before the Court at Adversary Number 25-03025; (ii) all parties' rights, remedies, and obligations under the OPPD Contract are explicitly preserved, and all terms of the OPPD Contract remain fully enforceable after the Effective Date notwithstanding the Plan Injunction; and (iii) OPPD is hereby deemed, as of the Effective Date, to have affirmatively opted out of the Third-Party Release

provisions of the Plan and is not bound by the Third-Party Release or any other provision contained in the Plan Documents purporting to release, discharge, impair, or enjoin OPPD's rights, Claims, Causes of Action, or remedies against any non-Debtor, including Travelers Casualty and Surety Company and Pacific Indemnity Company, who issued performance and payment bond no. 107261753/82455022 (the "**OPPD Surety Bonds**"). All of OPPD's rights (whatever such rights may or may not be) are hereby explicitly preserved against the OPPD Surety Bonds.

162. **Provisions Regarding Element Fleet**. Notwithstanding anything to the contrary set forth in the Plan or this Order, (i) on the Effective Date, the Reorganized Debtors shall be deemed to have assumed (a) the Master Lease Agreement dated July 1, 2008, executed by Zachry Industrial, Inc. (together with any and all amendments); (b) the Master Services Agreement dated July 1, 2008, executed by Zachry Industrial, Inc. (together with any and all amendments, and addenda); (c) the Vehicle Fleet Open-End Lease Agreement dated April 18, 2022, executed by Zachry Maintenance Services, LLC (together with any and all amendments, and addenda); (d) the Master Services Agreement dated April 18, 2022, executed by Zachry Maintenance Services, LLC (together with any and all amendments, and addenda); (e) the Continuing Guaranty of Payment dated June 23, 2008, executed by ZHI; and (f) the Continuing Guaranty of Payment dated March 28, 2022, executed by ZHI (collectively, (a)-(f), the "**Element Contracts**" and items (e) and (f), collectively, the "**Guaranty Agreements**"); (ii) no Cure Claim in Cash shall be paid to Element Fleet Corporation ("**Element**") by the Reorganized Debtors on the Effective Date; (iii) to the extent either or both of the Guaranty Agreements are not executory contracts capable of being assumed under section 365 of the Bankruptcy Code they shall not be subject to the discharge (**Article VIII**), re-vesting of assets (**Article IV.E**) or cancellation of instruments (**Article IV.I**) provisions of the Plan and shall remain enforceable in accordance with their terms and applicable non-bankruptcy

law following the Effective Date; (iv) following the Effective Date, any payments under the Element Contracts shall be made in the ordinary course of business pursuant to the terms of the Element Contracts and without regard to the discharge provisions of **Article V.A** of the Plan; (iv) following the Effective Date, the Reorganized Debtors and Element may exercise any rights of set off and/or recoupment under the Element Contracts in accordance with the terms of the Element Contracts, and Element shall not be obligated to file a motion by the Confirmation Date under **Article VI.J** of the Plan; (v) the retention of jurisdiction provision in **Article XI.3** of the Plan shall not apply to the Element Contracts after the Effective Date; and (vi) as an administrative matter, Element is hereby deemed, as of the Effective Date and without any further action, notice, or order by any party or this Court, to have withdrawn Claim Nos. 1238, 1239, and 1240.

163. **Provisions Regarding Reynolds**. Notwithstanding anything to the contrary in the Plan Documents: (i) D. Reynolds Company, d/b/a The Reynolds Company ("**Reynolds**") is hereby deemed, as of the Effective Date, to have affirmatively opted out of the Third-Party Release provisions of the Plan and is not bound by the Third-Party Release; (ii) confirmation of the Plan shall not release, discharge, impair, or enjoin Reynolds' rights, Claims, or remedies against any non-Debtor, including BMZ Third Coast Partners ("**BMZ**"), Burns & McDonald Engineering Company, Inc., and the Sureties (Travelers Casualty and Surety Company of America and Pacific Indemnity Company), subject to the terms of this paragraph; (iii) as set forth in **Article II.A** of the Plan, any Administrative Claims of Reynolds that accrued in the ordinary course of business after the Petition Date may be paid by the Debtors or Reorganized Debtors, as applicable, in the ordinary course of business, to the extent not otherwise paid as Cure Claims on the Effective Date; and (iv) confirmation of the Plan shall not release, discharge, impair, or enjoin Reynolds' rights, claims, or remedies against any Person accruing on or after the Effective Date. On the Effective Date, as a

Cure Claim, the Debtors shall pay to Reynolds the sum of $9,459,022.55 which payment shall be deemed to fully satisfy: (a) Proof of Claim No. 64 filed by Reynolds, and (b) any Claim which Reynolds may have or assert against the Sureties, whether based on the Claim reflected in Proof of Claim No. 64, any other Claim against the Debtors, or otherwise, and Reynolds shall not assert against the Sureties any such Claims that are actually satisfied pursuant to this paragraph. Proof of Claim No. 65 relating to BMZ shall be deemed as withdrawn based upon the terms of this provision. Reynolds's objections to confirmation of the Plan [Docket Nos. 1859, 2239, 2322] are resolved by this paragraph.

164. **Provisions Regarding Encina.** Notwithstanding anything to the contrary in the Plan Documents, including **Article VII.E** of the Plan, Claim No. 1753 filed by Encina Development Group, LLC ("**Encina**") shall be deemed timely filed if the Court grants Encina's *Emergency Motion to Permit Filing Proof of Claim After Bar Date* [Docket No. 2120] (the "**Encina Motion**"). The hearing on the Encina Motion shall be adjourned to no earlier than April 1, 2025 at 3:00 p.m. (prevailing Central Time), or such other date and time agreed by the Debtors and Encina or ordered by the Court. *Encina Development Group LLC's Objection to Confirmation of the Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 2315] shall be deemed withdrawn.

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

166. **Provisions Regarding the Sureties**. No provision of the Plan Documents shall bar, release, impair, expand, alter, modify, amend, transfer, limit, enjoin, prime, or subordinate the rights, claims, and defenses of Travelers Casualty & Surety Company of America, Pacific Indemnity Company, or any of the foregoing's parent companies, affiliates, and/or successors (each a "**Surety**", and collectively, the "**Sureties**") under (1) any surety bonds by the Sureties (collectively, the "**Existing Surety Bonds**"), (2) any indemnity agreements or other agreements between any Surety and any Debtor in these bankruptcy cases related to the Existing Surety Bonds (the "**Prepetition Indemnity Agreements**"), or (3) the terms, conditions, rights, claims, defenses, and/or obligations of the Sureties or of the Debtors under the Existing Surety Bonds or the Prepetition Indemnity Agreements. The Reorganized Debtors have and are hereby deemed to assume *cum onere* the Existing Surety Bonds and Prepetition Indemnity Agreements, and any and all obligations thereunder, without regard to and without the necessity of any determination as to whether the Existing Surety Bonds or the Surety Indemnity Agreements are executory contracts or whether such agreements are financial accommodations, as those terms are defined or used in the Bankruptcy Code, and the Sureties are hereby deemed to have consented to the Debtors' assumption of the Existing Surety Bonds and Prepetition Indemnity Agreements. All obligations of the Debtors and the Sureties under the Existing Surety Bonds and Prepetition Indemnity Agreements shall be satisfied by the Debtors and the Sureties, as applicable, in the normal course of business in accordance with the terms of the applicable agreements. The Reorganized Debtors shall execute new indemnity agreements in favor of, and in a form acceptable to, in their sole discretion, each of the Sureties (the "**Post-Confirmation Indemnity Agreements**") in forms substantially the same as the Prepetition Indemnity Agreements; *provided, however*, that (1) the execution of the Post-Confirmation Indemnity Agreements shall be deemed cumulative relief and

any failure to execute the same shall not impact the liability of the Reorganized Debtors under the Existing Surety Bonds or the Prepetition Indemnity Agreements, and (2) nothing shall obligate the Sureties to issue new surety bonds or renew any Existing Surety Bonds or bar, enjoin, or stay the Sureties from demanding collateral or exercising any other of the Sureties' rights, claims, and defenses, in each case subject in all respects to the terms and conditions of the Existing Surety Bonds, Prepetition Indemnity Agreements, and Post-Confirmation Indemnity Agreements, as applicable. The Sureties shall be deemed to have opted out of the Third-Party Release provided in **Article VIII.D** of the Plan, and such Third-Party Release shall not be applicable to the Sureties. Notwithstanding any other provision of the Plan Documents, the Sureties shall not be enjoined from enforcing any rights under the Existing Surety Bonds and the Prepetition Indemnity Agreements. As an administrative matter and in consideration of the Reorganized Debtors' assumption of the obligations as set forth in this paragraph, the Sureties are hereby deemed, as of the Effective Date, to have withdrawn all proofs of claim filed in the Chapter 11 Cases, including, for the avoidance of doubt, Claim Nos. 1210, 1216, 1217, 1218, 1219, 1220, 1222, 1223, 1224, 1247, 1367, 1371, 1374, 1376, 1378, 1385, 1388, 1389, 1394, 1398, 1402, 1403, 1405, 1406, 1408, 1412, 1414, 1416, 1417, 1418, and 1155, without any further action, notice, or order by any party or this Court. For the avoidance of doubt, the Debtors and the Sureties reserve all rights, defenses, and claims under the Existing Surety Bonds and Prepetition Indemnity Agreements, which are preserved notwithstanding anything to the contrary in the Plan Documents.

167. **Provisions Regarding Zurich and Chubb**. Notwithstanding anything to the contrary in the Plan Documents, any agreement or order related to post-petition or exit financing, any bar date notice or claim objection, any notice of any cure amount or claim, any document related to any of the foregoing, or any other order of the Court (including, without limitation, any

other provision that purports to be preemptory or supervening, confers Court jurisdiction, grants an injunction, discharge or release, or requires a party to opt out of any releases):

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

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

c. nothing therein releases or discharges the Zurich Claims or the claims of Chubb (including, without limitation any Cure Claim, claim for reimbursement of any deductible or self-insured retention that Chubb pays on behalf of the Debtors or Reorganized Debtors, as applicable, arising under the Chubb Insurance Program (regardless of whether all or any part of such claims arise or become liquidated before or after the Petition Date, effectiveness of the Plan or conversion of one or more of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, the "**Chubb Claims**")), and further, the Zurich Claims and the Chubb Claims are actual and necessary expenses of the Debtors' estates (or the Reorganized Debtors, as applicable) and shall be paid in full in the ordinary course of business, whether as an Allowed Administrative Claim under section 503(b)(1)(A) of the Bankruptcy Code or otherwise, regardless of when such amounts are or shall become liquidated, due or paid, without the need or requirement for either Zurich or Chubb to file or serve a request, motion, or application for payment of or proof of any Proof of Claim, Cure Claim (or any objection to

cure amounts/notices), or Administrative Claim (and further and for the avoidance of doubt, any claim bar date shall not be applicable to either Zurich or Chubb);

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

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

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

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

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

168. **Provisions Regarding Personal Injury Claims.** Notwithstanding anything to the contrary in Plan Documents, the Plan Documents shall not impair any right of the Adams Plaintiffs,[4] Andres Plaintiffs,[5] or Martinez Plaintiffs[6] to litigate any timely filed, personal injury General Unsecured Claim to final judgment or settlement against the Debtors in name only, and, if successful, to recover on such Claim from any third-party that provides insurance coverage or indemnification to the Debtors, subject to applicable non-bankruptcy law and any applicable agreements governing such insurance coverage or indemnification between such third-parties and the Debtors; *provided*, *however*, the foregoing shall not apply to any Claim released pursuant to the Third-Party Release set forth in the Plan to the extent any Holder of a Claim elects not to opt-out of the Third-Party Release. To the extent any such insurance coverage or indemnification is insufficient to provide the treatment to an Allowed Claim required by **Article III** of the Plan, the

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

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

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

Holder of such Allowed Claim shall have an Allowed General Unsecured Claim against the applicable Debtor's estate for the deficiency.

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

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

b. Upon assumption of the FLNG JV Agreements, the FLNG JV Parties shall continue to abide and be bound by all terms of the FLNG JV Agreements as if the Debtors had not filed any bankruptcy, without regard to whether any payment obligations arising under the FLNG JV Agreements accrued prepetition or postpetition, including, without limitation, any indemnities, cost-sharing or risk-sharing provisions, or parent company guaranties provided for under the FLNG JV Agreements, including with respect to any liabilities adjudicated or settled, whether in the past, present, or future, in accordance with the applicable FLNG JV Agreements, in connection with the following actions and any appeals thereof: (a) *FLNG Liquefaction, LLC, et al. v. CB&I Inc., et al.*, Adv. Pro. No. 24-03195 (MI) (the "**FLNG Motor Defect Claim**"); (b) *FLNG Liquefaction, LLC, et al. v. Zachry Industrial, Inc., et al.*, Adv. Pro. No. 24-03189 (MI) (the "**FLNG Subrogation Claim**"); and (c) *Allianz Global Risks US Insurance Co., et al. v. Zachry Industrial, Inc., et al.*, Adv. Pro. No. 24-03190 (MI) (the "**Allianz Subrogation Claim**," and together with the FLNG Motor Defect Claim and the FLNG Subrogation Claim, the "**FLNG Litigation Claims**").

c. By assuming the FLNG JV Agreements, the Debtors retain all rights under the FLNG JV Agreements, including with respect to the FLNG JVs'

property, and specifically, the FLNG JVs' insurance policies and the proceeds thereof, to the same extent as such rights existed prepetition.

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

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

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

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

h. Nothing in this paragraph 169 modifies the terms of the GPX Settlement, including the releases by the GPX Settlement Parties under the GPX Settlement, or the terms of the GPX Settlement Dispute Opinion or GPX Settlement Dispute Order. Notwithstanding anything to the contrary in this Order, the Plan, the Disclosure Statement, or any other order of this Court in these chapter 11 cases, to the extent there is any inconsistency between this Order and the GPX Settlement Documents, or between the Plan and the GPX Settlement Documents, with respect to the terms of the GPX Settlement, the GPX Settlement Documents shall control.

170. **Effect of Conflict.** This Order supersedes any Court order issued prior to the Confirmation Date that may be inconsistent with this Order. In the event of an inconsistency

between this Order and the Plan, the Disclosure Statement, or the Plan Supplement, this Order shall control.

171. **Requests to Waive Stay of Order.** The rights of the Debtors and Reorganized Debtors, as applicable, are fully reserved and preserved to request, including on an emergency basis, that the Court waive any stay of this Confirmation Order under any Bankruptcy Rule for good cause shown.

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

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

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

Signed: February 27, 2025



Marvin Isgur
United States Bankruptcy Judge

Exhibit A

Plan

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

In re:	)	Chapter 11
ZACHRY HOLDINGS, INC., *et al.*[1]	)	Case No. 24-90377 (MI)
Debtors.	)	(Jointly Administered)

FURTHER MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ZACHRY HOLDINGS, INC. AND ITS DEBTOR AFFILIATES

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Counsel to the Debtors and Debtors in Possession

Dated: February 23, 2025
Houston, Texas

[1] The last four digits of Zachry Holdings, Inc.'s tax identification number are 6814. A complete list of each of the Debtors in these Chapter 11 Cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' Claims and Noticing Agent at www.veritaglobal.net/ZHI. The location of the Debtors' service address in these Chapter 11 Cases is: P.O. Box 240130, San Antonio, Texas 78224.

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INTRODUCTION

Zachry Holdings, Inc. and the other above-captioned debtors and debtors in possession (collectively, the "**Debtors**") propose this Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in **Article I.A** of this Plan. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of this Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THIS PLAN ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in this Plan, capitalized terms have the meanings set forth below.

1. "A&R Credit Facility" means the Prepetition Credit Facility as amended and restated in accordance with the terms of this Plan and the A&R Credit Facility Documents.

2. "A&R Credit Facility Agent" means the Prepetition Credit Facility Agent, in its capacity as administrative agent under the A&R Credit Facility.

3. "A&R Credit Facility Documents" means any documents governing the A&R Credit Facility, including the A&R Credit Facility Term Sheet, the Exit Intercreditor Agreement, and any amendments, modifications, and supplements thereto, and together with any related commitments, notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

4. "A&R Credit Facility Lenders" means, collectively, the lenders under the A&R Credit Facility.

5. "A&R Credit Facility Term Sheet" means the term sheet describing the material terms of the A&R Credit Facility, attached as Schedule 1 to Exhibit A of the *Notice of Filing of the Third Plan Supplement* [Docket No. 2316].

6. "Administrative Claim" means a Claim for costs and expenses of administration of the Estates under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the Chapter 11 Cases; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930; and (d) Adequate Protection Superpriority Claims (as defined in the Cash Collateral Order).

7. "Affiliate" means, with respect to any Entity, all Entities that would fall within the definition assigned to such term in section 101(2) of the Bankruptcy Code if such Entity was a debtor in a case under the Bankruptcy Code.

8. "Allowed" means, with respect to any Claim or Interest, a Claim or an Interest expressly allowed under the Plan, under the Bankruptcy Code, or by a Final Order, as applicable.

9. "Assumption List" means the list of Executory Contracts and Unexpired Leases that shall be assumed by the Debtors pursuant to the Plan attached as Exhibit B to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150] and as may be amended from time to time.

10. "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

11. "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Texas.

12. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

13. "Bar Date" means the applicable deadline set by the Bankruptcy Court pursuant to this Plan, the Bar Date Order, or other Final Order by which Proofs of Claim must be filed with respect to a Claim.

14. "Bar Date Order" means the *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(B)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including Section 503(B)(9) Requests, (IV) Approving Notice of Bar Dates, and (V) Granting Related Relief* [Docket No. 636].

15. "Business Day" means any day, other than a Saturday, Sunday, or "legal holiday" (as such term is defined in Bankruptcy Rule 9006(a)).

16. "Cash" means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

17. "Cash Collateral" has the meaning set forth in section 363(a) of the Bankruptcy Code.

18. "Cash Collateral Order" means either a further interim or final cash collateral order, based upon the *Seventh Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 2135].

19. "Cause of Action" means, without limitation, any Claim, Interest, claim, damage, remedy, cause of action, controversy, demand, right, right of setoff, action, cross claim, counterclaim, recoupment, claim for breach of duty imposed by law or in equity, action, Lien, indemnity, contribution, reimbursement, guaranty, debt, suit, class action, third-party claim, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, direct or indirect, choate or inchoate, liquidated or unliquidated, suspected or unsuspected, disputed or undisputed, secured or unsecured, assertable or existing directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, statutory or otherwise, under the Bankruptcy Code or applicable non-bankruptcy law, or pursuant to any other theory of law. For the avoidance of doubt, Causes of Action include: (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, or 553 of the Bankruptcy Code or similar non-U.S. or state law; and (d) such claims and defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

20. "CB&I" means CB&I LLC, a wholly owned subsidiary of McDermott International, Inc.

21. "CCZJV-GPX" means the hybrid joint venture between ZII, CB&I, and Chiyoda with respect to the GPX Project.

22. "Chapter 11 Cases" means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

23. "Chiyoda" means Chiyoda International Corporation.

24. "Claim" means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

25. "Claims and Noticing Agent" means Verita Global, LLC, formerly known as Kurtzman Carson Consultants, LLC, as claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

26. "Claims Objection Deadline" means ninety (90) calendar days after the Effective Date, subject to extension as set forth in **Article VII.A** hereof.

27. "Claims Register" means the official register of Claims against and Interests in the Debtors maintained by the Claims and Noticing Agent.

28. "Class" means a class of Claims or Interests as set forth in **Article III** hereof pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

29. "CM/ECF" means the Bankruptcy Court's Case Management and Electronic Case Filing system.

30. "Committee" means the Statutory Unsecured Claimholders' Committee, appointed by the U.S. Trustee pursuant to section 1102 of the Bankruptcy Code on June 4, 2024 [Docket No. 176] and reconstituted by the U.S. Trustee on January 27, 2025 [Docket No. 2003].

31. "Confirmation" means the Bankruptcy Court's entry of the Confirmation Order on the docket of the Chapter 11 Cases.

32. "Confirmation Date" means the date upon which the Bankruptcy Court confirms this Plan pursuant to section 1129 of the Bankruptcy Code.

33. "Confirmation Hearing" means the hearing held by the Bankruptcy Court on the confirmation of this Plan, pursuant to Bankruptcy Rule 3020(b)(2) and sections 1128 and 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

34. "Confirmation Order" means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which shall be in form and substance reasonably satisfactory to the Debtors and the Committee and consistent in all material respects with the terms and conditions of the Plan.

35. "Consummation" means the occurrence of the Effective Date.

36. "Convenience Claim" means any Claim that would otherwise be a General Unsecured Claim that is (a) Allowed in the Convenience Claim Amount or less, or (b) irrevocably reduced to the Convenience Claim Amount at the election of the Holder of an Allowed General Unsecured Claim as evidenced on the ballot timely and validly submitted by such Holder, pursuant to the solicitation procedures approved under the Disclosure Statement Order; *provided*, *however*, that General Unsecured Claims may not be subdivided into multiple Claims of the Convenience Claim Amount or less for purposes of receiving treatment as a Convenience Claim.

37. "Convenience Claim Amount" means $25,000.00.

38. "Cure Claim" means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor's defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under section 365

of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

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

40. "Debtors" has the meaning set forth in the introduction hereof.

41. "Deferred Compensation Plan" means the supplemental non-qualified deferred compensation plan providing tax deferred income for certain employees of the Debtors.

42. "Deferred Compensation Plan Claims" means any Claim against any Debtor derived from, based upon, or arising under the Deferred Compensation Plan.

43. "Disallowed" means, with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtors which: (i) has been disallowed, in whole or in part, by a Final Order; (ii) has been withdrawn by agreement of the Holder thereof and the Debtors or Reorganized Debtors in whole or in part; (iii) has been withdrawn, in whole or in part, by the Holder thereof; (iv) if listed in the Schedules as zero or as Disputed, contingent, or unliquidated and in respect of which a Proof of Claim or a proof of Interest, as applicable, has not been timely filed or deemed timely filed pursuant to this Plan, the Bankruptcy Code, any Final Order, or other applicable law; (v) has been reclassified, expunged, subordinated, or estimated to the extent that such reclassification, expungement, subordination, or estimation results in a reduction in the filed amount of any Proof of Claim or proof of Interest; (vi) is evidenced by a Proof of Claim or a proof of Interest which has been filed, or which has been deemed to be filed under applicable law or order of the Bankruptcy Court, or which is required to be filed by order of the Bankruptcy Court, but as to which such Proof of Claim or proof of Interest was not timely or properly filed; (vii) is unenforceable to the extent provided in sections 502(b) or 502(e) of the Bankruptcy Code, including because such Claim asserts a right of reimbursement or contribution that is contingent as of the Effective Date; or (viii) subject to the Debtor Release, where the holder of a Claim is a Person or Entity from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, unless such Person, Entity or transferee has paid the amount, or turned over any such property, for which such Person, Entity, or transferee is liable under sections 522(i), 542, 543, 550, or 553 of the Bankruptcy Code. In each case a Disallowed Claim or a Disallowed Interest is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination, or estimation.

44. "Disclosure Statement" means the disclosure statement in respect of this Plan, including all exhibits and schedules thereto, as approved or ratified by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

45. "Disclosure Statement Order" means one or more orders entered by the Bankruptcy Court: (i) finding that the Disclosure Statement (including any amendment, supplement, or modification thereto) contains adequate information pursuant to section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017, and (ii) authorizing the use of the Disclosure Statement for soliciting votes on the Plan.

46. "Disputed" means, as to a Claim or an Interest, a Claim or an Interest that is (a) neither Allowed nor Disallowed under this Plan or a Final Order, nor deemed Allowed under sections 502, 503, or 1111 of the Bankruptcy Code; (b) subject to an objection or a request for estimation Filed by the Claims Objection Deadline by any party in interest, and such objection or request for estimation has not been withdrawn or determined by a Final Order; or (c) is contingent or unliquidated and not otherwise Allowed by a Final Order.

47. "Distribution Agent" means the Reorganized Debtors or the Entity or Entities selected by the Debtors or the Reorganized Debtors, as applicable, to make or facilitate distributions pursuant to this Plan for all Claims other than General Unsecured Claims.

48. "Distribution Record Date" means the record date for purposes of making distributions under this Plan on account of Allowed Claims, which shall be the Effective Date.

49. "Effective Date" means the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect and (b) all conditions precedent to the occurrence of the Effective Date set forth in **Article IX.A** of this Plan have been satisfied or waived in accordance with **Article IX.B** of this Plan. Any action to be taken on the Effective Date may be taken on the Effective Date or as soon as reasonably practicable thereafter.

50. "Employee Obligations" means any existing obligations to employees, independent contractors, and retirees of the Debtors to be assumed, Reinstated, or honored, as applicable, in accordance with **Article IV.L** of this Plan, including the Deferred Compensation Plan.

51. "Entity" means any entity, as defined in section 101(15) of the Bankruptcy Code.

52. "Equity Security" means any equity security, as defined in section 101(16) of the Bankruptcy Code, in a Debtor.

53. "Estate" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

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

55. "Executory Contract" means a contract to which one or more of the Debtors are a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

56. "Exit Intercreditor Agreement" means that certain junior lien intercreditor agreement (which shall be consistent in all material respects with the terms set forth in the term sheet attached as **Exhibit B** to the Confirmation Order), by and among the A&R Credit Facility Agent, as agent under the A&R Credit Facility, Sunbelt, as lender under the Sunbelt Promissory Note and the GUC Note Collateral Agent, as collateral agent under the GUC Note, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

57. "Federal Judgment Rate" means the federal judgment rate in effect as of the Petition Date.

58. "File" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases. "Filed" and "Filing" shall have correlative meanings.

59. "Final Order" means, as applicable, an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the relevant subject matter, that has not been reversed, stayed, modified, or amended and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing has been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; *provided*, *however*, for the avoidance of any doubt, an order or judgment that is subject to appeal shall not constitute a Final Order even if a stay of such order or judgment pending resolution of the appeal has not been obtained; *provided*, *further*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order will not preclude such order from being a Final Order.

60. "General Unsecured Claim" means any Unsecured Claim against the Debtors that is not: (a) an Administrative Claim; (b) a Professional Fee Claim; (c) a Priority Tax Claim; (d) a Restructuring Expense; (e) an Other Priority Claim; (f) a Deferred Compensation Plan Claim; (g) a Convenience Claim; or (h) an Intercompany Claim. For the avoidance of doubt, General Unsecured Claims include (x) Claims resulting from the rejection of Executory Contracts and Unexpired Leases, and (y) Claims resulting from litigation against one or more of the Debtors, arising prior to the Petition Date.

61. "Golden Pass" means Golden Pass LNG Terminal LLC, f/k/a Golden Pass Products LLC.

62. "Governing Body" means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Reorganized Debtors, as applicable.

63. "Governmental Unit" means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

64. "GPX Administrative Claims" means GPX Claims for amounts due in connection with the GPX Project incurred by ZII between May 21, 2024 and July 25, 2024 that constitute Administrative Claims.

65. "GPX Claims" means Claims for ZII's obligations to vendors and subcontractors (including ZII's share of Pool A and Pool B obligations of CCZJV-GPX and MZJV-GPX, respectively, but excluding obligations to ZII and its affiliates) for amounts validly due for goods and/or services in respect of the GPX Project.

66. "GPX Direct Payment Cap" means the Direct Payment Cap (as defined in the GPX Settlement Documents).

67. "GPX Excess Claims Stipulation" means the joint stipulation of facts and agreed determination between the Debtors and Golden Pass determining the amount of Excess Claims (as defined in the GPX Settlement Term Sheet, attached as Exhibit A to the GPX Interim Settlement Order) under the GPX Settlement, attached as Exhibit G to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150].

68. "GPX Final Settlement Order" means the *Final Order (I) Approving the Settlement By and Among the Debtors, Golden Pass LNG Terminal LLC, CB&I LLC, Chiyoda International Corporation, and CCZJV (II) Authorizing the Parties to Perform Any and All Obligations Contemplated By the Settlement, and (III) Granting Related Relief* [Docket No. 744].

69. "GPX Interim Settlement Order" means the *Interim Order (I) Approving the Settlement By and Among the Debtors, Golden Pass LNG Terminal LLC, CB&I LLC, Chiyoda International Corporation, and CCZJV (II) Authorizing the Parties to Perform Any and All Obligations Contemplated By the Settlement, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Docket Nos. 610 (Sealed); 625 (Redacted)].

70. "GPX L/C" means the *Irrevocable Standby Letter of Credit*, No. 3139428, dated February 25, 2019, as amended, issued by the GPX L/C Issuer.

71. "GPX L/C Issuer" means the Prepetition Credit Facility Agent.

72. "GPX L/C Permitted Draws" means Golden Pass's right, pursuant to the terms of the GPX Settlement, to make the GPX L/C Scheduled Draws; *provided*, *however*, that pursuant to **Article IV.B** hereof and the GPX Excess Claims Stipulation, the Debtors may wire Cash to Golden Pass in the amount of each Scheduled Draw on or before the date each Scheduled Draw is due under the GPX Settlement, in lieu of Golden Pass making each Scheduled Draw against the GPX L/C.

73. "GPX L/C Scheduled Draws" means Golden Pass's right to draw on the GPX L/C in specified amounts on specified dates in accordance with the GPX Settlement; *provided*, *however*, that pursuant to **Article IV.B** hereof and the GPX Excess Claims Stipulation, the Debtors may wire Cash to Golden Pass in the amount of each Scheduled Draw on the date each Scheduled Draw is due under the GPX Settlement, in lieu of Golden Pass making each Scheduled Draw against the GPX L/C.

74. "GPX Parent Guarantee" means that certain guarantee executed by ZHI in favor of Golden Pass (as amended, supplemented, or otherwise modified), related to the GPX Project.

75. "GPX Project" means the Golden Pass liquefied natural gas project under construction in Sabine Pass, Texas.

76. "GPX Settlement" means the settlement among the GPX Settlement Parties resolving disputes related to the GPX Project, as set forth in the GPX Settlement Documents, and approved on a final basis under the GPX Final Settlement Order.

77. "GPX Settlement Dispute Opinion" means the *Memorandum Opinion* [Docket No. 1266], dated October 29, 2024.

78. "GPX Settlement Dispute Order" means the *Order* [Docket No. 1267], dated October 29, 2024.

79. "GPX Settlement Documents" means, collectively, the GPX Final Settlement Order, the GPX Interim Settlement Order, the GPX Settlement Term Sheet (attached as Exhibit A to the GPX Interim Settlement Order), the Confidential Settlement Agreement and Release in Connection with the Settlement Term Sheet [Docket No. 739], the GPX Excess Claims Stipulation, and all ancillary documents contemplated by and related to the foregoing documents.

80. "GPX Settlement Parties" means the Debtors, Golden Pass, CCZJV-GPX, CB&I, and Chiyoda.

81. "GUC Note Administrative Agent" means, solely in its capacity as such, an Entity selected by the Committee, reasonably acceptable to the Debtors, to serve as the administrative agent of the GUC Promissory Notes, and any successor thereto, on behalf of the Holders of Allowed General Unsecured Claims in accordance with the GUC Note Documents. The identity of the initial GUC Note Administrative Agent shall be disclosed at or prior to the Confirmation Hearing.

82. "GUC Note Collateral Agent" means, solely in its capacity as such, an Entity selected by the Committee and reasonably acceptable to the Debtors, to serve as the collateral agent of the GUC Promissory Notes, and any successor thereto, on behalf of the Holders of Allowed General Unsecured Claims in accordance with the GUC Note Documents. The identity of the initial GUC Note Collateral Agent shall be disclosed at or prior to the Confirmation Hearing.

83. "GUC Note Purchase Agreement" means that certain note purchase agreement to be entered into, on or before the Effective Date, by the Debtors and the GUC Note Administrative Agent on behalf of Holders of Allowed General Unsecured Claims, pursuant to which ZHI shall issue the GUC Promissory Notes on the terms set forth in the GUC Note Term Sheet.

84. "GUC Note Documents" means any documents governing the GUC Promissory Notes, including the GUC Note Term Sheet, GUC Note Purchase Agreement, the Exit Intercreditor Agreement, and any amendments, modifications, and supplements thereto, and together with any related commitments, notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

85. "GUC Note Term Sheet" means the term sheet describing the material terms of the GUC Promissory Notes, attached as Exhibit F to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150], and shall be acceptable to the Committee.

86. "GUC Promissory Notes" means the secured promissory notes to be issued pursuant to the GUC Note Purchase Agreement and this Plan in a face amount equal to the aggregate Allowed amount of General Unsecured Claims (inclusive of postpetition interest accrued at the Federal Judgment Rate) and on the terms set forth in the GUC Note Term Sheet.

87. "Holder" means a Person or an Entity holding a Claim against, or an Interest in, any Debtor, as applicable, including any Person or Entity that is the record or beneficial owner, nominee, investment advisor, sub-advisor, or manager of discretionary accounts that hold any Claim against or Interest in any Debtor.

88. "Impaired" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

89. "Indemnification Obligation" means any existing indemnification obligations to be assumed, Reinstated, or honored, as applicable, in accordance with **Article IV.K** of this Plan.

90. "Intercompany Claim" means any Claim against a Debtor held by another Debtor or a non-Debtor Affiliate.

91. "Intercompany Interest" means any Interest in a Debtor held by another Debtor.

92. "Interest" means, collectively, (a) any Equity Security in any Debtor and (b) any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor that existed immediately before the Effective Date.

93. "Judicial Code" means title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

94. "Lien" means any lien, as defined in section 101(37) of the Bankruptcy Code.

95. "MZJV-GPX" means the joint venture between ZII and CB&I with respect to the GPX Project.

96. "Order" means any judgment, order, award, injunction, writ, permit, license, or decree of any Governmental Body or arbitrator of applicable jurisdiction.

97. "Organizational Documents" means the organizational and governance documents for the Debtors, as may be amended to give effect to the Restructuring Transactions as contemplated by the Plan, including, without limitation, any applicable certificates of incorporation, certificates of formation, or certificates of limited partnership (or equivalent organizational documents), bylaws, and limited liability company agreements.

98. "Other Priority Claim" means any Claim, other than an Administrative Claim or Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

99. "Other Secured Claim" means any Secured Claim against the Debtors other than the Prepetition Credit Facility Claims.

100. "Parent Capital Contribution" means a capital contribution to be made on or prior to the Effective Date to ZHI by the immediate parent company of ZHI, totaling $53 million and comprised of (x) $30 million in Cash and (y) the cancellation of intercompany liabilities owed by the Debtors in an amount equal to $23 million.

101. "Person" has the meaning set forth in section 101(41) of the Bankruptcy Code.

102. "Petition Date" means the date on which the Debtors commenced the Chapter 11 Cases, May 21, 2024.

103. "Plan" means this joint plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, supplemented, or otherwise modified from time to time, including all exhibits, schedules, supplements, appendices, annexes, and attachments hereto, as may be altered, amended, supplemented, or otherwise modified from time to time in accordance with **Article IX.A** hereof, including the Plan Supplement (as altered, amended, supplemented, or otherwise modified from time to time), which is incorporated by reference herein and made part of the Plan as if set forth herein; *provided, however*, that the Debtors shall obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alterations, amendments, supplements, or modifications to the Plan impacting the treatment of Holders of General Unsecured Claims under the Plan.

104. "Plan Supplement" means the compilation of documents and forms of documents, agreements, schedules, and exhibits to this Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and the Bankruptcy Rules), the initial drafts of certain of such documents to be Filed by the Debtors no later than seven (7) calendar days before the deadline to object to confirmation of this Plan to the extent available, or such later date as may be approved by the Bankruptcy Court, including the following, as applicable: (a) the Organizational Documents (solely to the extent that the Debtors determine, in their sole discretion, that any amendments to such Organizational Documents are necessary to effectuate the Restructuring Transactions on the Effective Date); (b) the Assumption List; (c) the Rejection List; (d) the Schedule of Retained Causes of Action; (e) the A&R Credit Facility Term Sheet; (f) the GUC Note Term Sheet; and (g) the GPX Excess Claims Stipulation; *provided, however*, that the Debtors shall obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alterations, amendments, supplements, or modifications to the Plan Supplement impacting the treatment of Holders of General Unsecured Claims under the Plan.

105. "Prepetition Credit Agreement" means the *Third Amendment to Second Amended and Restated Credit Agreement*, dated as of May 2, 2023 (as amended, amended and restated, supplemented, or otherwise modified from time to time), among the Prepetition Loan Parties, the Prepetition Lenders, the Prepetition Credit Facility Agent, and each other party thereto.

106. "Prepetition Credit Facility" means the senior secured credit facility, including the Prepetition Revolving Facility, Prepetition L/C Facility, and Prepetition Term Loan Facility, governed by the Prepetition Credit Agreement.

107. "Prepetition Credit Facility Agent" means Bank of America, N.A., in its capacity as the administrative agent under the Prepetition Credit Agreement.

108. "Prepetition Credit Facility Claims" means any Claim against any Debtor derived from, based upon, or arising under the Prepetition Credit Facility, including the Prepetition Revolver Claims, Prepetition L/C Claims, and Prepetition Term Loan Claims.

107. "Prepetition Intercreditor Agreement" means that certain intercreditor agreement executed on January 25, 2013 by and between the Prepetition Credit Facility Agent and the Sureties.

109. "Prepetition L/C Claims" means any Claim against any Debtor derived from, based upon, or arising under the Prepetition L/C Facility.

110. "Prepetition L/C Facility" means the senior secured letter of credit facility provided under the Prepetition Revolving Facility.

111. "Prepetition Lenders" means, collectively, the lenders under the Prepetition Credit Facility.

112. "Prepetition Loan Parties" means ZHI, Zachry EPC Holdings, LLC, and Zachry Plan Services Holdings, Inc., as borrowers, and the guarantors party to that certain *Third Amended and Restated Continuing Guaranty*, dated as of May 2, 2023.

113. "Prepetition Revolver Claims" means any Claim against any Debtor derived from, based upon, or arising under the Prepetition Revolving Facility.

114. "Prepetition Revolving Facility" means the senior secured revolving credit facility, including a swing line facility and the Prepetition L/C Facility, provided under the Prepetition Credit Facility.

115. "Prepetition Secured Parties" means, collectively, the Prepetition Credit Facility Agent and the Prepetition Lenders.

116. "Prepetition Term Loan Claims" means any Claim against any Debtor derived from, based upon, or arising under the Prepetition Term Loan Facility.

117. "Prepetition Term Loan Facility" means the senior secured term loan facility provided under the Prepetition Credit Facility.

118. "Priority Tax Claim" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

119. "Professional" means any Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

120. "Professional Fee Claim" means any Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

121. "Proof of Claim" means a written proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

122. "Reinstatement" means, with respect to a Claim or Interest, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. "Reinstated" and "Reinstate" shall have correlative meanings.

123. "Rejection List" means the list of Executory Contracts and Unexpired Leases that shall be rejected by the Debtors pursuant to the Plan attached as Exhibit C to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150] and as may be amended from time to time.

124. "Related Party" means with respect to an Entity, collectively, (a) such Entity's current and former Affiliates and (b) such Entity's current and former Affiliates' respective directors, managers, officers, shareholders, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns (whether by operation of law or otherwise), subsidiaries, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, managers, fiduciaries, trustees, employees, agents (including any disbursing agent), advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, other representatives, and other professionals, representatives, advisors, predecessors, successors, and assigns, each solely in their capacities as such (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), and the respective heirs, executors, estates, and nominees of the foregoing.

125. "Released Avoidance Actions" means any and all avoidance, recovery, subordination, or other Claims and Causes of Action that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 510, 542, 544, 545, and 547 through and including 553 of the Bankruptcy Code, or other similar or related state, federal, or foreign statutes, common law, or other applicable law.

126. "Released Party" means, collectively, the following Entities, in each case in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) each member of the Committee; (d) the Prepetition Credit Facility Agent; (e) the A&R Credit Facility Agent; (f) the Released Prepetition Lenders; (g) Golden Pass, but solely with respect to the Debtors, the Debtors' Related Parties, and Holders of Claims related to the GPX Project, consistent with the GPX Settlement; (h) the Sureties; (i) all Releasing Parties; and (j) each Related Party of each Entity in clause (a) through (i); *provided*, *however*, in each case, an Entity shall not be a Released Party if it: (i) elects to opt out of the Third-Party Release or (ii) Files with the Bankruptcy Court an objection to the Plan, including with respect to the

Third-Party Release, that is not consensually resolved before Confirmation or otherwise supports any such objection or objector.

127. "Released Prepetition Lenders" means, collectively, the Prepetition Lenders that do not elect to opt-out of, or that do not object to, the Third-Party Release.

128. "Releasing Party" means, collectively, the following Entities, in each case in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) each member of the Committee; (d) the Prepetition Credit Facility Agent; (e) the A&R Credit Facility Agent; (f) the Released Prepetition Lenders; (g) Golden Pass, but solely with respect to the Debtors and the Debtors' Related Parties consistent with the GPX Settlement; (h) the Sureties; (i) all Holders of Claims who vote to accept the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release provided in the Plan; (j) all Holders of Claims or Interests who are deemed to accept the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the Third-Party Release provided in the Plan; (k) all Holders of Claims or Interests who are deemed to reject the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the Third-Party Release provided in the Plan; (l) all Holders of Claims who abstain from voting on the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release provided in the Plan; (m) all Holders of Claims who vote to reject the Plan and who do not affirmatively opt out of the Third-Party Release provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the Third-Party Release provided in the Plan; and (n) each Related Party of each Entity in clause (a) through (m) for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law; *provided, however*, notwithstanding anything to the contrary in this Plan, current employees of the Debtors as of the Voting Record Date shall not be Releasing Parties under this Plan.

129. "Reorganized Debtor" means a Debtor, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Effective Date, unless otherwise dissolved pursuant to this Plan.

130. "Restructuring Expenses" means the actual, reasonable, and documented fees and expenses of the Prepetition Lenders, subject to the terms of the Prepetition Credit Facility or any applicable fee reimbursement letter between any Entity and the Debtors, as the case may be.

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

132. "Schedule of Retained Causes of Action" means the schedule of certain Causes of Action of the Debtors (attached as Exhibit D to the *Notice of Filing of the Second Plan Supplement* [Docket No. 2150]) that, notwithstanding anything to the contrary in the Plan, are not released, waived, or transferred pursuant to this Plan, as the same may be amended, modified, or supplemented from time to time.

133. "Schedules" means, collectively, the schedules of assets and liabilities and statements of financial affairs Filed by the Debtors on July 16, 2024 [Docket Nos. 511-52] pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as amended on August 30, 2024 [Docket Nos. 855-64], on December 2, 2024 [Docket No. 1564], and on December 20, 2024 [Docket Nos. 1770-75], and as the same may be further amended, modified, or supplemented from time to time.

134. "Secured Claim" means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

135. "Securities Act" means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a-77aa, or any similar federal, state, or local Law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

136. "SIR" means any self-insured retention under the Debtors' insurance policies.

137. "Sunbelt" means Sunbelt Rentals, Inc. or its duly authorized agent on behalf of itself and its affiliates.

138. "Sunbelt Promissory Note" means that certain secured promissory note to be issued by Zachry Holdings, Inc. to Sunbelt on the terms set forth in the Sunbelt Term Sheet.

139. "Sunbelt Term Sheet" means Exhibit A attached to the *Stipulation and Agreed Order Regarding Sunbelt Claims* [Docket No. 2284].

140. "Sureties" means Travelers Casualty & Surety Company of America and Pacific Indemnity Company.

141. "Third-Party Release" means the release set forth in **Article VIII.D** of this Plan.

142. "Unexpired Lease" means a lease to which one or more of the Debtors are a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

143. "Unimpaired" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

144. "Unsecured Claim" means any Claim that is not a Secured Claim.

145. "U.S. Trustee" means the Office of the United States Trustee.

146. "Voting Record Date" means the record date for determining whether any Holder of an Impaired Claim is entitled to vote to accept or reject the Plan, as established pursuant to the Disclosure Statement Order.

148. "Workers' Compensation Program" means the Debtors' (a) written contracts, agreements, and agreements of indemnity, in each case relating to workers' compensation, (b) self-insured workers' compensation bonds, policies, programs, and plans for workers' compensation, and (c) workers' compensation insurance issued to or entered into at any time by any of the Debtors.

149. "Zachry Interests" means the Interests in ZHI.

150. "ZHI" means Zachry Holdings, Inc.

151. "ZII" means Zachry Industrial, Inc.

B. Rules of Interpretation.

For purposes of this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with this Plan or the Confirmation Order, as applicable; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and

assigns; (5) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits contained in the Plan Supplement; (7) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (8) unless otherwise specified, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation"; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (10) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (11) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (12) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (13) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (14) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of this Plan, all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (15) unless otherwise specified, any action to be taken on the Effective Date may be taken on the Effective Date or as soon as reasonably practicable thereafter.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If any payment, distribution, act, or deadline under this Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act, or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Texas, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of this Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan, and the Confirmation Order (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided*, *however*, corporate or limited liability company governance matters relating to the Debtors or the Reorganized Debtors, shall be governed by the laws of the state of incorporation or formation (as applicable) of the applicable Debtor or the Reorganized Debtor.

E. Reference to Monetary Figures.

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America, unless otherwise expressly provided herein.

F. Controlling Document.

In the event of an inconsistency between this Plan and the Disclosure Statement, the terms of this Plan shall control in all respects. In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant provision in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of any inconsistency between the Plan and the GPX Settlement Documents with respect to the terms of the GPX Settlement, the GPX Settlement Documents shall control. In the event of an inconsistency between the Confirmation Order and this Plan, the Confirmation Order shall control.

ARTICLE II.
ADMINISTRATIVE AND PRIORITY CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, Priority Tax Claims, and Restructuring Expenses have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in **Article III** hereof.

A. Administrative Claims.

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Reorganized Debtors, as applicable, or otherwise provided for under the Plan, to the extent an Allowed Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims, Claims for fees and expenses pursuant to section 1930 of chapter 123 of the Judicial Code, and Restructuring Expenses) shall be paid in full an amount of Cash equal to the amount of the unpaid portion of such Allowed Administrative Claim in full and final satisfaction, compromise, settlement, release, and discharge of such Administrative Claim in accordance with the following: (1) if such Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date, or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed on or prior to the Effective Date, the first Business Day after the date that is thirty (30) days after the date such Administrative Claim is Allowed, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business, in accordance with the terms and conditions of the particular transaction or course of business giving rise to such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by the Holder of such Allowed Administrative Claim and the Debtors or the Reorganized Debtors, as applicable; or (5) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Administrative Claim.

For the avoidance of doubt, and notwithstanding anything to the contrary in the Plan, any Allowed Administrative Claims that are GPX Administrative Claims to the extent not satisfied prior to the Effective Date, if any, shall be paid by Golden Pass in accordance with the terms of the GPX Settlement Documents and this Plan.

B. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

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

2. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in this Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of this Plan and Consummation incurred by the Debtors (including for the avoidance of doubt the Committee's Professional fees and expenses). Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

D. Restructuring Expenses.

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

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests.

This Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in **Article II** of this Plan (or as otherwise set forth herein), all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, Professional Fee Claims, Priority Tax Claims, or Restructuring Expenses, as described in **Article II**.

A Claim or an Interest, or any portion thereof, is classified in a particular Class only to the extent that any portion of such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under this Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims against and Interests in the Debtors pursuant to this Plan is as follows:

Class	Claim or Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Presumed to Accept; Not Entitled to Vote
2	Other Priority Claims	Unimpaired	Presumed to Accept; Not Entitled to Vote
3	Prepetition Credit Facility Claims	Impaired	Entitled to Vote
4	Deferred Compensation Plan Claims	Unimpaired	Presumed to Accept; Not Entitled to Vote
5	Convenience Claims	Unimpaired	Presumed to Accept; Not Entitled to Vote
6	General Unsecured Claims	Impaired	Entitled to Vote

Class	Claim or Interest	Status	Voting Rights
7	Intercompany Claims	Impaired/Unimpaired	Presumed to Accept / Presumed to Reject; Not Entitled to Vote
8	Intercompany Interests	Impaired/Unimpaired	Presumed to Accept / Presumed to Reject; Not Entitled to Vote
9	Zachry Interests	Unimpaired	Presumed to Accept; Not Entitled to Vote

B. Formation of Debtor Groups for Convenience Only.

This Plan is a separate plan of reorganization for each Debtor. This Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, Confirmation of this Plan, and making distributions in respect of Claims against and Interests in the Debtors under this Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any assets. Except as otherwise provided by or permitted under this Plan, all Debtors shall continue to exist as separate legal entities. The Plan is not premised on, and does not provide for, the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in the Plan, or otherwise.

C. Treatment of Claims and Interests.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under this Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent less favorable treatment is agreed to by the Reorganized Debtors and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

1. Class 1 – Other Secured Claims.

a. Classification: Class 1 consists of all Other Secured Claims.

b. Treatment: In full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each Holder of such Allowed Other Secured Claim shall receive, at the option of the applicable Debtor or Reorganized Debtor, either:

i. payment in full in Cash of its Allowed Other Secured Claim;

ii. the collateral securing its Allowed Other Secured Claim;

iii. Reinstatement of its Allowed Other Secured Claim; or

iv. such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

For the avoidance of doubt, and notwithstanding anything to the contrary in this Plan, the treatment provided to any Allowed Other Secured Claim that is a GPX Claim that has not been satisfied prior to the Effective Date, if any, shall be provided by Golden Pass in accordance with the terms of the GPX Settlement Documents and this Plan.

c. Voting: Allowed Other Secured Claims in Class 1 are Unimpaired. Each Holder of an Allowed Other Secured Claim shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.

2. Class 2 – Other Priority Claims.

   a. Classification: Class 2 consists of all Other Priority Claims.

   b. Treatment: In full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim shall receive Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

   c. Voting: Allowed Other Priority Claims in Class 2 are Unimpaired. Each Holder of an Allowed Other Priority Claim shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.

3. Class 3 – Prepetition Credit Facility Claims.

   a. Classification: Class 3 consists of all Prepetition Credit Facility Claims.

   b. Allowance: On the Effective Date, all Prepetition Credit Facility Claims shall be deemed Allowed, and not subject to any counterclaim, defense, offset, or reduction of any kind, in an aggregate amount not less than $281,250,000, *plus* any obligations, unpaid fees, unpaid premiums, and accrued and unpaid interest as of the Petition Date due and owing to Holders of Prepetition Credit Facility Claims under the Prepetition Credit Facility.

   c. Treatment: In exchange for full and final satisfaction, settlement, release, and discharge of (including any Liens related thereto) each Allowed Prepetition Credit Facility Claim, each Holder of an Allowed Prepetition Credit Facility Claim shall, on the Effective Date, become party to, and bound by, the A&R Credit Facility on account of such Holder's Allowed Prepetition Credit Facility Claim, on the terms set forth in the A&R Credit Facility Documents.

   d. Voting: Allowed Prepetition Credit Facility Claims in Class 3 are Impaired. Each Holder of an Allowed Prepetition Credit Facility Claim shall be entitled to vote to accept or reject this Plan.

4. Class 4 – Deferred Compensation Plan Claims.

   a. Classification: Class 4 consists of all Deferred Compensation Plan Claims.

   b. Treatment: Except to the extent that a Holder of an Allowed Deferred Compensation Plan Claim agrees to less favorable treatment, each Allowed Deferred Compensation Plan Claim shall be Reinstated pursuant to section 1124 of the Bankruptcy Code, and each such Holder's rights under the Deferred Compensation Plan shall be honored by the Reorganized Debtors in accordance with the terms of the Deferred Compensation Plan.

   c. Voting: Allowed Deferred Compensation Plan Claims in Class 4 are Unimpaired. Each Holder of an Allowed Deferred Compensation Plan Claim shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.

5. Class 5 – Convenience Claims.

   a. Classification: Class 5 consists of all Convenience Claims.

   b. Treatment: Except to the extent that a Holder of an Allowed Convenience Claim agrees to less favorable treatment, each Holder of an Allowed Convenience Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Allowed Convenience Claim, on

the Effective Date or as soon as practicable thereafter, Cash in an amount equal to such Holder's Allowed Convenience Claim (excluding any interest that may be owed on such Claim), but in no event shall distributions on account of any Allowed Convenience Claim exceed the Convenience Claim Amount.

c. Voting: Allowed Convenience Claims in Class 5 are Unimpaired. Each Holder of an Allowed Convenience Claim shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.

6. Class 6 – General Unsecured Claims.

a. Classification: Class 6 consists of all General Unsecured Claims.

b. Treatment: Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed General Unsecured Claim shall receive, in exchange for full and final satisfaction, settlement, release, and discharge of such Claim, a GUC Promissory Note in the principal amount of its Allowed General Unsecured Claim, inclusive of postpetition interest accrued at the Federal Judgment Rate from the Petition Date through the Effective Date; *provided*, *however*, notwithstanding anything to the contrary in this Plan, all Allowed General Unsecured Claims that are GPX Claims, to the extent not satisfied prior to the Effective Date shall be paid by Golden Pass in accordance with the terms of the GPX Settlement Documents and this Plan.

c. Voting: Allowed General Unsecured Claims in Class 6 are Impaired. Each Holder of an Allowed General Unsecured Claim shall be entitled to vote to accept or reject this Plan.

7. Class 7 – Intercompany Claims.

a. Classification: Class 7 consists of all Intercompany Claims.

b. Treatment: On the Effective Date, or as soon as reasonably practicable thereafter, Allowed Intercompany Claims shall be, at the option of the applicable Debtor, Reinstated, converted to equity, or otherwise set off, settled, distributed, contributed, canceled, or released to the extent reasonably determined to be appropriate by the Debtors or Reorganized Debtors, as applicable.

c. Voting: Allowed Intercompany Claims in Class 7 are either (i) Unimpaired and are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired and are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders of Intercompany Claims are not entitled to vote to accept or reject this Plan.

8. Class 8 – Intercompany Interests.

a. Classification: Class 8 consists of all Intercompany Interests.

b. Treatment: On the Effective Date, Intercompany Interests shall, at the option of the applicable Debtor, be:

i. Reinstated; or

ii. set off, settled, addressed, distributed, contributed, merged, cancelled, or released.

c. Voting: Allowed Intercompany Interests in Class 8 are either (i) Unimpaired and are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy

Code, or (ii) Impaired and are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders of Intercompany Interests are not entitled to vote to accept or reject this Plan.

9. Class 9 – Zachry Interests.

a. Classification: Class 9 consists of all Zachry Interests.

b. Treatment: Zachry Interests shall be Reinstated on the Effective Date, and the legal, equitable, and contractual rights to which Holders of Zachry Interests are entitled shall remain unaltered.

c. Voting: Allowed Zachry Interests in Class 9 are Unimpaired. Holders of Zachry Interests shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore shall not be entitled to vote to accept or reject this Plan.

D. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in this Plan, nothing under this Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claims, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

E. Elimination of Vacant Classes.

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

F. Acceptance by Impaired Classes.

An Impaired Class of Claims shall have accepted this Plan, if not counting the vote of any Holder designated under section 1126(e) of the Bankruptcy Code, (i) the Holders of at least two-thirds in amount of the Allowed Claims actually voting in the Class have voted to accept this Plan, and (ii) the Holders of more than one-half in number of the Allowed Claims actually voting in the Class have voted to accept this Plan.

G. Voting Classes, Presumed Acceptance by Non-Voting Classes.

If a Class contains Claims eligible to vote and no Holders of Claims eligible to vote in such Class vote to accept or reject this Plan, the Holders of such Claims in such Class shall be deemed to have accepted this Plan.

H. Intercompany Interests.

To the extent Reinstated under this Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience, for the ultimate benefit of the Holders of Zachry Interests, and in exchange for the Debtors' and Reorganized Debtors' agreement under this Plan to make certain distributions to the Holders of Allowed Claims.

I. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by one or more of the Classes entitled to vote pursuant to **Article III.C** of this Plan. The Debtors shall seek Confirmation of this Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify this Plan in accordance with **Article X** of this Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification,

including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

J. No Substantive Consolidation.

Although this Plan is presented as a joint plan of reorganization for administrative purposes, this Plan does not provide for the substantive consolidation of the Debtors' Estates, and on the Effective Date, the Debtors' Estates shall not be deemed to be substantively consolidated for any reason. Except as expressly provided herein, nothing in this Plan, the Confirmation Order, or the Disclosure Statement shall constitute or be deemed to constitute a representation that any one or all of the Debtors is subject to or liable for any Claims against or Interests in any other Debtor. A Claim against or Interest in multiple Debtors will be treated as a separate Claim against or Interest in each applicable Debtor's Estate for all purposes, including voting and distribution; *provided, however*, that no Claim will receive value in excess of one hundred percent (100.0%) of the Allowed amount of such Claim (inclusive of postpetition interest, if applicable and if owed under this Plan) under the Plan for all such Debtors.

K. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired or is properly classified under the Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

L. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Any such contractual, legal, or equitable subordination rights shall be settled, compromised, and released pursuant to this Plan.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THIS PLAN

A. General Settlement of Claims and Interests.

As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to this Plan, including all General Unsecured Claims and GPX Claims, and any challenge to the amount, validity, perfection, enforceability, priority, or extent of the Prepetition Credit Facility Claims, whether under any provision of chapter 5 of the Bankruptcy Code, based on any equitable theory, or otherwise. This Plan shall be deemed a motion to approve the good faith compromise and settlement of all Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. Subject to **Article VI** hereof, all distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final.

B. GPX Settlement.

The terms of the GPX Settlement, as approved by the GPX Final Settlement Order, are incorporated into, and are an integral part of, this Plan. Nothing herein modifies the terms of the GPX Settlement or the rights, obligations, and interests of the GPX Settlement Parties under the GPX Settlement Documents. For the avoidance of doubt, the GPX Settlement Parties, as applicable, shall comply with the terms of the GPX Final Settlement Order through and following the Effective Date. Notwithstanding anything to the contrary herein, including **Article VIII**

hereof, the terms of the GPX Settlement and the GPX Final Settlement Order remain binding on the GPX Settlement Parties and, as applicable, the A&R Credit Facility Agent and A&R Credit Facility Lenders. In the event of any inconsistency between the Plan and the GPX Settlement Documents with respect to the terms of the GPX Settlement, the GPX Settlement Documents shall control.

For the avoidance of doubt, Golden Pass is a Released Party as set forth in this Plan and shall be entitled to the protections of this Plan's release and injunction provisions, including the Third-Party Release, to the fullest extent provided herein and under applicable law. Further, and for the avoidance of doubt, Golden Pass and any property interest of Golden Pass shall be entitled to the protections of this Plan's release and injunction provisions with respect to all Claims that constitute GPX Claims that are satisfied, discharged, and/or released in connection with the GPX Settlement and this Plan, and no Holder of a satisfied GPX Claim shall have any recourse against any Entity, including Golden Pass and its property, on account of such satisfied GPX Claim regardless of whether such Holder is a Releasing Party under this Plan.

In addition, notwithstanding anything to the contrary in this Plan, neither this Plan nor any Restructuring Transaction contemplated herein shall impair Golden Pass's right to make the GPX L/C Permitted Draws, pursuant to the terms of the GPX Settlement and GPX Excess Claims Stipulation. However, pursuant to the GPX Excess Claims Stipulation, the Debtors may wire Cash to Golden Pass in the amount of each Scheduled Draw on or before the date each Scheduled Draw is due under the GPX Settlement, in lieu of Golden Pass making each Scheduled Draw against the GPX L/C. If the Debtors fail to make such Cash payments when due, Golden Pass may make the corresponding Scheduled Draw(s) against the GPX L/C, as contemplated under the GPX Settlement. Upon Golden Pass's receipt of the final GPX L/C Permitted Draw (or the corresponding Cash amounts from the Debtors pursuant to this section), the remaining GPX L/C shall be deemed cancelled, null, and void, without any further notice to or action, order, or approval of the Bankruptcy Court, consistent with the GPX Settlement; Golden Pass shall not be permitted to request any other or additional draws thereunder; and Golden Pass shall be deemed to release, waive, and discharge any and all rights it has or may have in respect of the GPX L/C, the GPX L/C Issuer, and the GPX Parent Guarantee. Until Golden Pass receives the final GPX L/C Permitted Draw (or the corresponding Cash amounts from the Debtors), the Debtors, GPX L/C Issuer, and A&R Credit Facility Lenders, as applicable, shall renew the GPX L/C as necessary, and shall not take any action that would impair, affect, or prejudice Golden Pass's rights to the GPX L/C Permitted Draws. The A&R Credit Facility Agent and A&R Credit Facility Lenders have consented to the GPX L/C Permitted Draws in accordance with the GPX Settlement; the Debtors and/or Reorganized Debtors, the A&R Credit Facility Agent, and the A&R Credit Facility Lenders further have waived, released, and extinguished any claims, defenses, or disputes with respect to the GPX L/C Permitted Draws, and stipulate and agree that all conditions and prerequisites for the GPX L/C Permitted Draws in accordance with the GPX L/C have been met, *provided that*, for each GPX L/C Permitted Draw actually drawn by Golden Pass against the GPX L/C, Golden Pass shall notify the A&R Credit Facility Agent of the GPX L/C Permitted Draw in the manner set forth in Annex A to the GPX L/C, as amended by the parties pursuant to the GPX Settlement.

C. Restructuring Transactions.

Before, on, and after the Effective Date, the Debtors, the Reorganized Debtors, the GUC Note Administrative Agent, or the GUC Note Collateral Agent, as applicable, shall consummate the Restructuring Transactions and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan that are consistent with and pursuant to the terms and conditions of this Plan, including: (1) the execution and delivery of any appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of this Plan, the Plan Supplement, and the Confirmation Order; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan, the Plan Supplement, and the Confirmation Order, and having other terms to which the applicable Entities may agree; (3) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (4) the execution and/or delivery of the A&R Credit Facility Documents and effectiveness of the A&R Credit Facility; (5) the execution and delivery of the GUC Note Documents; (6) the issuance of the GUC Promissory Notes on account of Allowed General Unsecured Claims; (7) the issuance of the Sunbelt Promissory Note; (8) the execution of the Exit Intercreditor Agreement; (9) the Parent Capital Contribution; (10) such other transactions that are required to effectuate the Restructuring Transactions; and (11) all

other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall and shall be deemed to, pursuant to sections 363, 1123, and 1142 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan.

D. The Reorganized Debtors.

Except as otherwise provided herein or as may be provided in the Plan Supplement or the Confirmation Order, each of the Reorganized Debtors shall continue its existence as a separate Entity after the Effective Date, with all the powers thereof, pursuant to the applicable law in the jurisdiction in which each Reorganized Debtor is incorporated and pursuant to the Organizational Documents. On the Effective Date, all Zachry Interests shall be Reinstated and the Reorganized Debtors shall be deemed to adopt and re-affirm the Organizational Documents without any further action, notice, or approval. The Reorganized Debtors shall be authorized to adopt any agreements, documents, and instruments, and to take any other action contemplated under this Plan as necessary to consummate this Plan.

E. Vesting of Assets in the Reorganized Debtors.

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

F. Sunbelt Promissory Note.

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

G. GUC Promissory Notes.

On or prior to the Effective Date, the Debtors and the GUC Note Administrative Agent shall execute the GUC Note Documents and the Debtors shall take all steps necessary to issue the GUC Promissory Notes in accordance with the Plan and the GUC Note Documents. If any General Unsecured Claims are Allowed after the Effective Date, within ten (10) Business Days of such Allowance, the Reorganized Debtors shall issue additional GUC Promissory Notes in the amount of such Allowed Claims to ensure that each Holder of an Allowed General Unsecured Claim receives the treatment specified in **Article III.C.6** of this Plan. If any General Unsecured Claims Allowed as of the Effective Date are, after the Effective Date, Allowed in a different amount, Disallowed, reclassified, withdrawn, or otherwise altered, the GUC Note Administrative Agent shall update the debt register maintained pursuant to the GUC

Note Documents to account for any such changes to any such General Unsecured Claim, and any GUC Promissory Notes issued on account of a General Unsecured Claim that is subsequently Disallowed, reclassified, or withdrawn shall be deemed cancelled. As set forth in **Article VII.A** of the Plan, the Reorganized Debtors shall retain sole authority to reconcile and object to Claims after the Effective Date.

Confirmation of the Plan and execution of the GUC Note Documents by the GUC Note Administrative Agent and/or GUC Note Collateral Agent shall be deemed to bind all Holders of Allowed General Unsecured Claims receiving the GUC Promissory Notes under the Plan as if each such party had executed the GUC Note Documents with appropriate authorization.

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

H. Sources of Consideration for Plan Distributions.

Each distribution and issuance referred to in **Article VI** of this Plan shall be governed by the terms and conditions set forth in this Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The Debtors and the Reorganized Debtors, as applicable, shall fund distributions under this Plan with (a) Cash on hand; (b) proceeds from the A&R Credit Facility; (c) the issuance of the Sunbelt Promissory Note; (d) the issuance of the GUC Promissory Notes; and (e) proceeds from the Parent Capital Contribution.

1. Use of Cash.

The Debtors, Reorganized Debtors, and Distribution Agent, as applicable, shall use Cash on hand for working capital purposes and to fund distributions to certain Holders of Allowed Claims, consistent with the terms of this Plan. The Debtors and Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Debtors or Reorganized Debtors to satisfy their obligations under the Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

2. A&R Credit Facility.

On the Effective Date, the Reorganized Debtors shall enter into the A&R Credit Facility, the terms of which will be set forth in the A&R Credit Facility Documents. Confirmation of this Plan shall be deemed final approval of the A&R Credit Facility, the A&R Credit Facility Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization for the Reorganized Debtors to enter into and execute the A&R Credit Facility Documents and such other documents as may be required to effectuate the financings and treatment provided by this Plan.

Confirmation of this Plan, and the occurrence of the Effective Date, shall bind each A&R Credit Facility Lender to the A&R Credit Facility Documents as if each such party had executed the A&R Credit Facility Documents with appropriate authorization.

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

3. Sunbelt Promissory Note.

On the Effective Date, the Reorganized Debtors shall issue the Sunbelt Promissory Note on the terms set forth in the Sunbelt Term Sheet. The issuance of the Sunbelt Promissory Note under the Plan is duly authorized without the need for any further action, authorization, or consent by the Debtors, the Reorganized Debtors, or any other Entity. The Sunbelt Promissory Note issued pursuant to the Plan shall be duly authorized, validly issued, and non-assessable.

4. GUC Promissory Notes.

On the Effective Date, and from time to time thereafter in accordance with **Article IV.G** of this Plan, the Reorganized Debtors shall issue the GUC Promissory Notes as set forth in the GUC Note Documents and the GUC Promissory Notes shall vest in the GUC Note Administrative Agent for distribution to Holders of Allowed General Unsecured Claims. The issuance of the GUC Promissory Notes under the Plan is duly authorized without the need for any further action, authorization, or consent by the Debtors, the Reorganized Debtors, the GUC Note Administrative Agent, or any other Entity. Confirmation of this Plan shall be deemed final approval of each of the GUC Promissory Notes, the GUC Note Purchase Agreement, the GUC Note Documents, all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization for the Reorganized Debtors to enter into and execute the GUC Note Documents, and such other documents as may be required to effectuate the GUC Promissory Notes. The GUC Promissory Notes issued pursuant to the Plan shall be duly authorized, validly issued, and non-assessable.

5. Parent Capital Contribution.

On or prior to the Effective Date, the Parent Capital Contribution shall be contributed to ZHI. The Debtors, Reorganized Debtors, and the Distribution Agent, as applicable, shall use the Cash proceeds from the Parent Capital Contribution for working capital purposes and to fund distributions to certain Holders of Allowed Claims, consistent with the terms of this Plan.

I. Cancellation of Existing Agreements and Interests.

On the Effective Date, except with respect to the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the Parent Capital Contribution, the Zachry Interests, the Prepetition Intercreditor Agreement, the GPX Settlement Documents, the GPX L/C (subject to **Article IV.B** hereof), the GPX Parent Guarantee (subject to **Article IV.B** hereof), all Employee Obligations (including the Deferred Compensation Plan) assumed pursuant to **Article IV.K** hereof, all Indemnification Obligations assumed pursuant to **Article IV.L** hereof, and all Executory

Contracts and Unexpired Leases assumed pursuant to **Article V.A** hereof, or to the extent otherwise provided in this Plan or the Confirmation Order, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be canceled and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect. Holders of, or parties to, such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights, distributions, and treatment provided for pursuant to this Plan.

J. Corporate Action.

On the Effective Date, the matters under the Plan involving or requiring corporate action of the Debtors, including, but not limited to, actions requiring a vote of the boards of directors or shareholders and execution of all documentation incident to the Plan, shall be deemed to have been authorized by the Confirmation Order and to have occurred and be in effect from and after the Effective Date without any further action by the officers or directors of the Debtors, any Governing Body, or the Bankruptcy Court.

K. Directors and Officers of the Reorganized Debtors.

On the Effective Date, the directors and officers of each Reorganized Debtor shall consist of the current directors and officers of each respective Debtor.

L. Deferred Compensation Plan and Other Employee Obligations.

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

The Debtors' assumption of such compensation and benefits plans, including the Deferred Compensation Plan, pursuant to the terms of this Plan shall be deemed not to trigger any applicable change of control, immediate vesting, termination, or similar provisions in any applicable plan or program, or an event of "Good Reason" (or a term of like import), in each case as a result of the consummation of the Restructuring Transactions. No counterparty shall have rights under a compensation and benefit plan or program, including the Deferred Compensation Plan, assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

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

M. Indemnification Obligations.

All indemnification provisions in place as of the Effective Date (whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, limited partnership agreements, other organizational

documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for (each in their capacities as such) the current and former members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, financial advisors, restructuring advisors, consultants, other professionals of, or acting on behalf of, the Debtors, and the Sureties, as applicable, shall be reinstated and remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, other professionals of, or acting on behalf of, the Debtors, and the Sureties, as provided under the indemnification obligations in place prior to the Effective Date; *provided*, *however*, nothing herein shall expand any of the Debtors' indemnification obligations in place as of the Petition Date.

N. Preservation of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, but subject to **Article VIII** hereof, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the GPX Final Settlement Order and the releases and exculpations contained in this Plan, including in **Article VIII**.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the GPX Final Settlement Order and this Plan, including Article VIII of this Plan**. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in this Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of Confirmation, Consummation, or the occurrence of the Effective Date.

The Reorganized Debtors reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to this Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Reorganized Debtor, except as otherwise expressly provided in the GPX Final Settlement Order and this Plan, including **Article VIII** of this Plan. The Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

O. Effectuating Documents; Further Transactions.

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

P. Certain Securities Law Matters.

No registration statement will be filed under the Securities Act, or pursuant to any state securities laws, with respect to the offer and distribution of any Securities under the Plan. The offering, issuance, and distribution of any Securities pursuant to the Plan, including the Sunbelt Promissory Note and the GUC Promissory Notes to the extent considered to be Securities, will be exempt from the registration requirements of section 5 of the Securities Act or any similar federal, state, or local law in reliance on section 1145 of the Bankruptcy Code.

Specifically, the offer, sale, issuance, and distribution of the GUC Promissory Notes will be exempt, pursuant to section 1145 of the Bankruptcy Code, from registration under the Securities Act and the Notes will be freely transferable and resaleable by non-affiliates of the Debtors and Reorganized Debtors, subject to any contractual limitations or restrictions under U.S. securities laws, if applicable. The Debtors and Reorganized Debtors shall cooperate with each of the holders in determining the status of any holder as an "affiliate" of the Reorganized Debtors.

The Debtors and the Committee will negotiate in good faith to implement a structure that will provide for the transferability of the GUC Promissory Notes through the GUC Note Administrative Agent, including, but not limited to, structures that would assist any Holder of an Allowed General Unsecured Claim receiving a GUC Promissory Note from being deemed an "affiliate" of the Company or any of its subsidiaries, as such term is defined under the Securities Act.

Q. Transferability of GUC Promissory Notes.

Holders of Allowed General Unsecured Claims receiving a GUC Promissory Note may freely assign their GUC Promissory Note, without the consent of the Reorganized Debtors but after providing notice to the GUC Note Administrative Agent, to any (i) existing holder of GUC Promissory Notes, (ii) financial institution (including hedge funds) or (iii) to any Person following and during the continuation of a Breach (as defined in the GUC Note Term Sheet), *provided, however,* that any transfer or assignment of any GUC Promissory Note to any of the Reorganized Debtors' competitors or vendors (or affiliates of such competitors or vendors) shall require the prior written consent of the Reorganized Debtors in their sole discretion. The GUC Note Administrative Agent shall not provide confidential information concerning the Reorganized Debtors or their subsidiaries to any assignee or potential assignee except pursuant to a non-disclosure agreement (in a form reasonably acceptable to the Reorganized Debtors and naming the Reorganized Debtors and their subsidiaries as express third-party beneficiaries), between the GUC Note Administrative Agent and such assignee or potential assignee.

R. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under this Plan or pursuant to: (1) the issuance, reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for any or all of the A&R Credit Facility; (6) the issuance of the GUC Promissory Notes; (7) the issuance of the Sunbelt Promissory Note; or (8) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

S. Dissolution of Certain Debtors.

On or after the Effective Date, certain of the Debtors may be dissolved without further action under applicable law, regulation, Order, or rule, including any action by the stockholders, members, the board of directors, or similar Governing Body of the Debtors or the Reorganized Debtors; *provided*, *however*, subject in all respects to the terms of this Plan, the Reorganized Debtors shall have the power and authority to take any action necessary to wind down and dissolve the foregoing Debtors, and may, to the extent applicable: (1) file a certificate of dissolution for such Debtors, together with all other necessary corporate and company documents, to effect such Debtors' dissolution under the applicable laws of their states of formation; (2) complete and file all final or otherwise required federal, state, and local tax returns and pay taxes required to be paid for such Debtors, and pursuant to section 505(b) of the Bankruptcy Code, request an expedited determination of any unpaid tax liability of any such Debtors or their Estates, as determined under applicable tax laws; and (3) represent the interests of the Debtors or their Estates before any taxing authority in all tax matters, including any action, proceeding, or audit.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, all Executory Contracts and Unexpired Leases not otherwise assumed or rejected will be deemed assumed by the applicable Debtor in accordance with sections 365 and 1123 of the Bankruptcy Code, other than any Executory Contract or Unexpired Lease that: (1) is identified on the Rejection List; (2) previously expired or terminated pursuant to its own terms; (3) was previously assumed or rejected by the Debtors, including pursuant to the GPX Settlement; (4) is the subject of a motion or notice to reject pending as of the Effective Date; or (5) has an effective date of rejection that is after the Effective Date. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates of the Debtors or Reorganized Debtors.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases as set forth in the Plan, the Assumption List, and the Rejection List, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth herein, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, and not assigned to a third party on or prior to the Effective Date, shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by this Plan or order of the Bankruptcy Court.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease or the execution of any other Restructuring Transaction (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. For the avoidance of doubt, consummation of the Restructuring Transactions shall not be deemed an assignment of any Executory Contract or Unexpired Lease of the Debtors, notwithstanding any change in name, organizational form, or jurisdiction of organization of any Debtor in connection with the occurrence of the Effective Date.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith, unless otherwise ordered by the Bankruptcy Court.

Notwithstanding anything to the contrary in the Plan, the Debtors or Reorganized Debtors, as applicable, reserve the right to amend or supplement the Assumption List and Rejection List in their discretion prior to the Effective Date (or such later date as may be permitted by this **Article V**); *provided*, *however*, the Debtors shall give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have no less than seven (7) days to object thereto on any grounds.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the rejections, if any, of any Executory Contracts or Unexpired Leases as provided for in this Plan or the Rejection List, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Confirmation Order and served on the Reorganized Debtors no later than thirty (30) days after the effective date of such rejection. **Any Proofs of Claim arising from the rejection of an Executory Contract or Unexpired Lease not timely Filed with the Claims and Noticing Agent shall be automatically Disallowed without further order of the Bankruptcy Court, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, or their respective property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F of this Plan, notwithstanding anything in a Proof of Claim to the contrary.** All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim, as applicable, pursuant to **Article III.C** of this Plan and may be objected to in accordance with the provisions of **Article VII** of this Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules. In such a scenario, the GUC Note Administrative Agent in coordination with the Reorganized Debtors shall issue a GUC Promissory Note to each Holder of an Allowed General Unsecured Claim for rejection damages, as if the GUC Promissory Note was issued on the Effective Date. Notwithstanding anything to the contrary in this Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejection List at any time through and including thirty days after the Effective Date.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

The Debtors or the Reorganized Debtors, as applicable, shall pay Cure Claims, if any, on the Effective Date or as soon as reasonably practicable thereafter. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Cure Claims that differ from the amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty must be Filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such request that is not timely Filed shall be Disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court; *provided*, *however*, nothing herein shall prevent the Reorganized Debtors, in their sole discretion, from paying any Cure Claim despite the failure of the relevant counterparty to File such request for payment of such Cure Claim. Any Cure Claim shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure Claim. The Reorganized Debtors also may settle any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be Filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or Reorganized Debtors', as applicable, first scheduled omnibus hearing, or such other setting as requested by the Debtors or Reorganized Debtors, for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

Notwithstanding anything to the contrary herein, if there is any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning

of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, and if such dispute is not resolved in a manner acceptable to the Reorganized Debtors in their sole discretion, the Reorganized Debtors shall have the right to add the applicable Executory Contract or Unexpired Lease to the Rejection List, in which case such Executory Contract or Unexpired Lease shall be deemed rejected as of the Effective Date and no Cure Claim shall be owed in respect of such Executory Contract or Unexpired Lease. The Reorganized Debtors may determine to add an Executory Contract or Unexpired Lease to the Rejection List pursuant to this paragraph before or after the Bankruptcy Court rules on any dispute regarding any Cure Claim, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption. Following the resolution of any dispute regarding any Cure Claim, provided that the Reorganized Debtors do not elect to add the applicable Executory Contract or Unexpired Lease to the Rejection List, payment of the Cure Claim shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute or as may be agreed upon by the Reorganized Debtors and the counterparty to the Executory Contract or Unexpired Lease.

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

D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or to the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to any rejected Executory Contracts or Unexpired Leases.

E. Insurance Policies.

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under this Plan. Unless otherwise provided in this Plan or listed on the Rejection List, on the Effective Date: (a) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims and (b) such insurance policies and any agreements, documents, or instruments relating thereto shall revest in the Reorganized Debtors.

F. Workers' Compensation Program.

As of the Effective Date, the Debtors and Reorganized Debtors shall continue to honor their obligations under: (a) all applicable workers' compensation laws in all applicable states and (b) the Workers' Compensation Program. **All Proofs of Claim on account of workers' compensation, including the Workers' Compensation Program, shall be deemed withdrawn and expunged without any further notice to or action, order, or approval of the Bankruptcy Court**; *provided*, *however*, that nothing in the Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers' Compensation Program, and nothing herein shall be deemed to impose any obligations on the Debtors or their insurers in addition to what is provided for under the terms of the Workers' Compensation Program and applicable state law.

G. Reservation of Rights.

Nothing contained in this Plan shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute regarding a Debtor's or Reorganized Debtor's liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtors shall be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to **Article XI** of this Plan.

H. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or the Reorganized Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed.

The Distribution Agent and the GUC Note Administrative Agent, as applicable, shall make distributions under the Plan on account of each Allowed Claim in the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. Unless the Bankruptcy Court orders otherwise, if, after an initial distribution in respect of a Claim, additional amounts are Allowed in respect of such Claim, the Distribution Agent and GUC Note Administrative Agent, as applicable, shall make distributions in respect of such additional Allowed amounts no later than thirty (30) days after such additional amounts are Allowed; *provided*, *however*, for General Unsecured Claims that are Disputed as of the Effective Date and become Allowed after the Effective Date, the Reorganized Debtors shall issue a GUC Promissory Note to the GUC Note Administrative Agent within ten (10) Business Days after any such Allowance to provide the Holder of such Claim the treatment provided in **Article III.C.6** of this Plan. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

B. Distributions to Holders of Disputed Claims and Interests.

Except as otherwise set forth in the Plan or as otherwise deemed appropriate by the Debtors or the Reorganized Debtors (in each of their sole discretion): (i) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved as set forth in **Article VII** hereof; and (ii) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on account of the Allowed Claim unless and until all objections to the Disputed Claim have been resolved as set forth in **Article VII** hereof or the Disputed Claim has been Allowed or expunged.

C. Distribution Agent.

1. Powers of the Distribution Agent.

Except with respect to General Unsecured Claims, all distributions under this Plan shall be made by the Distribution Agent. The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof. The Distribution

Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

2. Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Distribution Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement obligation (including reasonable attorneys' fees and expenses) shall be paid in Cash by the Reorganized Debtors.

D. GUC Note Administrative Agent and GUC Note Collateral Agent.

1. Powers of the GUC Note Administrative Agent.

All distributions under this Plan to General Unsecured Claims shall be made by the GUC Note Administrative Agent. The GUC Note Administrative Agent and GUC Note Collateral Agent shall be empowered to take all actions pursuant to the GUC Note Documents.

E. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be deemed closed and the Distribution Agent shall be authorized and entitled, but not required, to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General.

Except as otherwise provided herein, the Distribution Agent shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated in the Debtors' records (including the address set forth in a Filed Proof of Claim, a written notice of address change delivered to the Reorganized Debtors, or the Debtors' Schedules) as of the date of any such distribution.

3. Manner of Payment.

At the option of the Distribution Agent, any Cash distribution to be made hereunder may be made by check, wire transfer, automated clearing house, or credit card, or as otherwise required or provided in any applicable agreements.

4. Minimum Distributions.

No Cash payment of less than $100.00 in the aggregate shall be made to a Holder of an Allowed Claim on account of such Allowed Claim.

5. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims is returned as undeliverable, no distribution to such Holder shall be made unless and until the Distribution Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder; *provided*, *however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding

any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property shall be discharged and forever barred. The Reorganized Debtors, and the Distribution Agent, as applicable, shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings, including reviewing any Filed Proof of Claim, written notice of address change delivered to the Reorganized Debtors, or the Debtors' Schedules.

A distribution shall be deemed unclaimed if a Holder has not: (i) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (ii) given notice to the Reorganized Debtors or Distribution Agent, as applicable, of an intent to accept a particular distribution; (iii) responded to the Reorganized Debtors' or Distribution Agent's, as applicable, requests for information necessary to facilitate a particular distribution; or (iv) taken any other action necessary to facilitate such distribution.

F. Compliance with Tax Requirements.

In connection with this Plan, to the extent applicable, the Debtors, Reorganized Debtors, Distribution Agent, GUC Note Administrative Agent, and any applicable withholding agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to this Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, such parties shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors, Reorganized Debtors, and Distribution Agent, as applicable, reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support, and similar spousal awards, Liens, and encumbrances.

The Distribution Agent may require, as a condition to receipt of a distribution, that the Holder of an Allowed Claim provide any information necessary to allow the Distribution Agent to comply with any such withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority. If the Distribution Agent makes such a request and the Holder fails to comply before the date that is one hundred and eighty (180) days after the request is made, the amount of such distribution shall irrevocably revert to the applicable Reorganized Debtor and any Claim in respect of such distribution shall be discharged and forever barred from assertion against such Reorganized Debtor or its respective property.

G. No Postpetition or Default Interest on Claims.

Except as specified in **Article III.C.6** of this Plan or as otherwise specifically provided for in this Plan, the Cash Collateral Order, the Confirmation Order, the Plan Supplement, or applicable bankruptcy or non-bankruptcy law, postpetition and default interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no Holder of a prepetition Claim against the Debtors shall be entitled to non-default or default interest accruing on or after the Petition Date on any such prepetition Claim.

H. Allocations.

To the extent this Plan, the Cash Collateral Order, the Confirmation Order, or applicable bankruptcy or non-bankruptcy law requires the payment of accrued but unpaid interest on prepetition Allowed Claims, distributions in respect of such Claims shall be allocated first to the principal amount of such Claims (as determined for U.S. federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

I. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the

exchange rate for the applicable currency as published in The Wall Street Journal, National Edition, on the Effective Date.

J. Setoffs and Recoupment.

Except as otherwise provided herein, each Reorganized Debtor pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable law, or as may be agreed to by the Holder of an Allowed Claim, may set off or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the applicable Debtor or Reorganized Debtor may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action have not been otherwise compromised, settled, or assigned on or before the Effective Date (whether pursuant to this Plan, a Final Order, or otherwise); *provided*, *however*, that neither the failure to effect such a set off or recoupment nor the allowance of any Claim pursuant to this Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action.

In no event shall any Holder of Claims be entitled to set off any such Claim against any claim, right, or Cause of Action of the Debtor or Reorganized Debtor (as applicable), unless (i) the Debtors have consented; and (ii) such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise.

K. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be Disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor, a Reorganized Debtor, the Distribution Agent, or the GUC Note Administrative Agent, as applicable. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, a Reorganized Debtor, the Distribution Agent, or the GUC Note Administrative Agent, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Allowed Claim as of the date of any such distribution under this Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

2. GPX Claims.

Nothing herein modifies the obligations of Golden Pass and the Debtors under the GPX Settlement Documents with respect to the payment of GPX Claims. To the extent not satisfied prior to the Effective Date, Golden Pass and the Reorganized Debtors shall pay Allowed Claims that constitute GPX Claims, if any, pursuant to the terms of the GPX Settlement Documents and this Plan. Such valid Claims that constitute GPX Claims and that are satisfied by Golden Pass in accordance with the GPX Settlement Documents and this Plan shall not be the obligation of the Debtors, the Estates, the Reorganized Debtors, the Distribution Agent, or any of their Related Parties, subject to the terms of the GPX Settlement Documents and this Plan.

Any dispute between Golden Pass and the Debtors and/or Reorganized Debtors regarding whether any Claim, including any Administrative Claim, constitutes a valid GPX Claim subject to payment by Golden Pass under the GPX Settlement Documents shall be determined by the Bankruptcy Court.

Notwithstanding anything to the contrary herein, to the extent Golden Pass pays a transferee that has acquired a GPX Claim from the original Holder, such payments shall count against the GPX Direct Payment Cap to the extent

set forth in the GPX Settlement Documents, and the Debtors, the Reorganized Debtors, and Golden Pass shall have no obligations to the original Holder. To the extent Golden Pass paid an original Holder of a GPX Claim prior to any transfer of such Claim becoming effective, such payments shall count against the GPX Direct Payment Cap to the extent set forth in the GPX Settlement Documents, and the Debtors, the Estates, the Reorganized Debtors, the Distribution Agent, Golden Pass, and any of their Related Parties shall have no obligations to the transferee.

For the avoidance of doubt, Golden Pass shall have no obligation to pay any Disputed Claim or otherwise pay any GPX Claim inconsistent with the terms of the GPX Settlement Documents.

3. Claims Payable by Insurers.

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim shall be Disallowed and expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

To the extent that applicable insurance coverage is insufficient to provide the treatment to an Allowed Claim required by **Article III** of this Plan, the Holder of such Allowed Claim shall have an Allowed General Unsecured Claim against the applicable Debtor's Estate for the deficiency. To the extent that any insurer reduces the amount payable to the Holder of an Allowed Claim on account of a SIR or deductible under any applicable insurance policy, such Holder shall have an Allowed General Unsecured Claim against the applicable Debtor's Estate equal to the amount of such reduction.

Nothing in this Plan shall be construed to limit, extinguish, or diminish the insurance coverage that may exist or shall be construed as a finding liquidating any Claim payable pursuant to an insurance policy.

4. Applicability of Insurance Policies.

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Claims Administration Responsibilities.

After the Effective Date, the Reorganized Debtors shall have the sole authority (i) to File, withdraw, or litigate to judgment objections to Claims; (ii) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (iii) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, after the Effective Date, each of the Reorganized Debtors shall have the right to object to Claims and shall retain any and all rights and defenses that the Debtors had with respect to any Claim immediately before the Effective Date, including the Causes of Action retained pursuant to **Article IV.L** of this Plan.

Any objections to, or requests for estimation of, General Unsecured Claims (excluding General Unsecured Claims that are contingent or unliquidated) must be Filed on or before the Claims Objection Deadline. If an objection or request for estimation is not Filed with respect to a General Unsecured Claim by the Claims Objection Deadline, such Claim shall be deemed Allowed, unless (i) such Claim is otherwise Disputed or Disallowed under this Plan or Final Order; (ii) such Claim is contingent or unliquidated as of the Claims Objection Deadline; or (iii) the Claims Objection Deadline is extended with respect to specific Claims

by the Bankruptcy Court for good cause shown by the Debtors. If the Bankruptcy Court orders the Claim Objection Deadline extended with respect to specific Claims and an objection or request for estimation is not Filed with respect to any such specific Claim by the extended Claims Objection Deadline, such Claim shall be deemed Allowed, unless (i) such Claim is otherwise Disputed or Disallowed under this Plan or Final Order or (ii) such Claim is contingent or unliquidated as of the extended Claims Objection Deadline.

Any Holder of a General Unsecured Claim that is contingent or unliquidated as of the Claims Objection Deadline shall provide prompt notice to the Reorganized Debtors if such Claim later becomes non-contingent and liquidated. The Reorganized Debtors may object to, or request estimation of, such Claim by no later than one hundred and eighty (180) days after receiving such notice and may withhold any distributions on such Claim until the expiration of such 180-day period or the resolution of any objection or request for estimation, whether by Final Order or agreement between the Reorganized Debtor and the Holder of such Claim. The Reorganized Debtors may seek an extension of the deadline to object to, or request estimation of, such Claim for good cause shown.

Notwithstanding anything to the contrary herein, if any General Unsecured Claim is Allowed after the GUC Promissory Notes are satisfied and discharged, the Reorganized Debtors, the Distribution Agent, the GUC Note Administrative Agent, or their successors, as applicable, shall distribute to the Holder of such General Unsecured Claim Cash in an amount equal to the value of the property such Holder is otherwise entitled to receive under **Article III.C.6** of this Plan on the Effective Date, inclusive of any interest such Holder would have received under the GUC Promissory Notes from the Effective Date through Maturity (as defined in the GUC Note Term Sheet).

B. Allowance of Claims.

Except as expressly provided in the Plan or in any Order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim. The Debtors or Reorganized Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law.

C. Estimation of Claims.

Before, on, or after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party in interest previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. A Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the Debtors or the Reorganized Debtors, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim; *provided*, *however*, such limitation shall not apply to Claims against any of the Debtors requested by the Debtors to be estimated for voting purposes only.

Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before fourteen (14) calendar days after the date on which such Claim is estimated. All of the Claims and objection, estimation, and resolution procedures set forth in this Plan are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

D. Adjustment to Claims Register Without Objection.

Any duplicate Claim, any Claim (filed or scheduled) that has been paid or satisfied, or any Claim that has been amended or superseded, cancelled, or otherwise expunged (including pursuant to the Plan or the Confirmation Order), may be adjusted or expunged (including on the Claims Register, to the extent applicable) by the Debtors or the Reorganized Debtors, as applicable, upon stipulation or any agreement in writing, including, without limitation, email correspondence, between the Debtors and the Holder of the applicable Claim without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Disallowance of Claims or Interests.

Except as otherwise agreed to by the Debtors or the Reorganized Debtors, as applicable, any and all Proofs of Claim filed after the Bar Date shall be deemed Disallowed and expunged as of the Effective Date without any further notice to or action, Order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless the Bankruptcy Court shall have determined by a Final Order, on or before the Confirmation Hearing, that cause exists to extend the Claims Bar Date as to such Proof of Claim on the basis of excusable neglect.

All Claims Filed on account of an Indemnification Obligation shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such Indemnification Obligation is assumed by the Reorganized Debtors, or honored or reaffirmed, as the case may be, pursuant to this Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

All Proofs of Claim Filed on account of an Employee Obligation shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent the Reorganized Debtors elect to honor such Obligation, without any further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, in exchange for the Debtors' assumption of all obligations under the Deferred Compensation Plan and the Reinstatement of all Deferred Compensation Plan Claims pursuant to **Article III.C.4** of this Plan, any and all Proofs of Claim asserting Deferred Compensation Plan Claims shall be deemed satisfied and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court. The rights of the Debtors, the Reorganized Debtors, and the Holders of Deferred Compensation Plan Claims with respect to such Deferred Compensation Plan Claims shall be fully reserved, and any disputes relating to amounts owed in connection with such Deferred Compensation Plan Claims shall be resolved by the Reorganized Debtors and the applicable Holder(s) in the ordinary course of business after the Effective Date.

F. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever Disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless before the Confirmation Date: (i) such Claim has been adjudicated as non-contingent; or (ii) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered before the Confirmation Date determining such Claim is no longer contingent.

G. Amendments to Proofs of Claim.

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Claim or Proof of Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and any such new or amended Claim or Proof of Claim Filed after the Effective Date shall be deemed Disallowed in full and expunged without any further action or notice to the Bankruptcy Court; *provided*, *however*, the filing of an unauthorized amendment shall not affect the underlying Claim or Proof of Claim. Nothing in this paragraph shall impair any claimant's ability to seek leave from the Bankruptcy Court to amend a Claim or Proof of Claim.

H. No Distributions Pending Allowance.

Notwithstanding any other provision of this Plan, if any portion of a Claim is a Disputed Claim, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim or Interest unless and until such Disputed Claim becomes an Allowed Claim.

I. Distributions After Allowance.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with **Article VI** of this Plan.

J. Single Satisfaction of Claims.

In no case shall the aggregate value of all property received or retained under the Plan on account of any Allowed Claim or Interest exceed 100 percent of the underlying Allowed Claim or Interest plus applicable interest required to be paid under this Plan, if any, and the Allowed amount of any Claim or Interest shall be automatically reduced dollar-for-dollar on account of any payments made by any third parties on account of such Claim or Interest (including as set forth in **Article VI.J** of this Plan).

ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to this Plan, the distributions, rights, and treatment that are provided in this Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims or Interests, and GPX or any of its assets or properties with respect to any Claims that constitute GPX Claims, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted this Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date. For the avoidance of doubt, the discharge provided herein shall discharge, release, and extinguish any right of any Holder of any Claim to file, assert, levy, or attach any Liens or initiate any claim against any bonds or the Sureties on account of any Claims against any of the Debtors that are discharged, satisfied, or released pursuant to this Plan, including on account of General Unsecured Claims that are satisfied in full under this Plan, or otherwise enforce, collect, or recover on account of any such Claims other than as expressly permitted under this Plan. Further, and for the avoidance of doubt, the discharge provided herein shall discharge, release, and extinguish any right of any Holder of any GPX Claim to file, assert, levy, or attach any Liens against property of Golden Pass on account of any GPX Claims against any of the Debtors that are discharged, satisfied, or released pursuant to this Plan, or otherwise enforce, collect, or recover on account of any such GPX Claims against Golden Pass or any property interest of Golden Pass.

B. Release of Liens.

Except as otherwise provided in this Plan, the Confirmation Order, the Plan Supplement, or any contract, instrument, release, or other agreement or document created pursuant to this Plan, on the Effective

Date and concurrently with the applicable distributions made pursuant to this Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.C hereof, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates, including any bonds related to the Debtors, shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The foregoing direction to release Liens shall be considered a direction in accordance with, as applicable, the Prepetition Credit Agreement, as if such direction included the signatures of the necessary lenders thereunder to direct the applicable agent to take the actions contemplated thereby. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, including with respect to any bonds related to the Debtors, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors or the Reorganized Debtors that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

C. Releases by the Debtors.

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court, and except as expressly provided in this Plan, the Schedule of Retained Causes of Action, or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of each Debtor and its Estate, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Estates, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the GPX Settlement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under this Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or an Affiliate of a Debtor, the Released Avoidance Actions, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the

GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, and all related agreements, instruments, and other documents, and the solicitation of votes with respect to this Plan, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party from any Claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted fraud, willful misconduct, or gross negligence.

Notwithstanding anything to the contrary in this Article VIII.C, the Debtors shall maintain all rights to object to Filed Claims and shall not release any claims or Causes of Action (i) identified in the Schedule of Retained Causes of Action, or (ii) related to the GPX Settlement that are preserved by the GPX Settlement Documents, the GPX Settlement Dispute Opinion, or the GPX Settlement Dispute Order. Any and all such rights, claims, and Causes of Action set forth in this paragraph shall be fully preserved and revest in the Reorganized Debtors pursuant to this Plan and the Confirmation Order.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to Confirmation of this Plan; (2) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing this Plan; (3) a good faith settlement and compromise of the Claims released by the Debtor Release; (4) in the best interests of the Debtors and all Holders of Claims and Interests; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

D. Releases by Third Parties.

Except as otherwise expressly set forth in this Plan or the Confirmation Order, and except for the rights that remain in effect from and after the Effective Date to enforce this Plan, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the GPX Settlement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under this Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or an Affiliate of a Debtor, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory

Notes, the GUC Note Documents, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, and all related agreements, instruments, and other documents, and the solicitation of votes with respect to this Plan, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party (other than a Released Party that is a Reorganized Debtor, Debtor, or a director, officer, or employee of any Debtor as of the Petition Date), from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of this Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

E. Exculpation.

Except as otherwise specifically provided in this Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action or Claim whether direct or derivative related to any act or omission in connection with, relating to, or arising out of the Chapter 11 Cases from the Petition Date to the Effective Date, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, all related agreements, instruments, and other documents, or any transaction related to the Restructuring Transactions, any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases in connection with the Restructuring Transactions, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the Filing of the Chapter 11 Cases, the solicitation of votes for the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, except for Claims related to any act or omission that is determined in a Final Order to have constituted willful misconduct, gross negligence, or actual fraud, but in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan and the Confirmation Order.

The Exculpated Parties set forth above have, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with applicable law with respect to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not and shall not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

F. Injunction.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, and each of their successors and assigns, shall be enjoined from taking any actions to interfere with the implementation or Consummation of this Plan in relation to any Claim or Interest that is extinguished, discharged, satisfied, or released pursuant to this Plan.

Except as otherwise expressly provided in this Plan or the Confirmation Order, or for obligations issued or required to be paid pursuant to this Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, or Causes of Action that have been extinguished, discharged, satisfied, released, or are subject to exculpation pursuant to Article VIII, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Exculpated Parties and/or the Released Parties:

1. **commencing, conducting, or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;**

2. **enforcing, levying, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or Order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;**

3. **creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;**

4. **filing, asserting, levying, or attaching any Liens against any property of the Debtors or Reorganized Debtors on account of any Claims arising under or related to Executory Contracts or Unexpired Leases that are assumed and cured pursuant to this Plan;**

5. **filing, asserting, levying, or attaching any Liens against any bonds or the Sureties on account of any Claims against any of the Debtors that are discharged, satisfied, or released pursuant to this Plan, including on account of General Unsecured Claims that are satisfied in full under this Plan, and enforcing, collecting, or recovering on account of any such Liens;**

6. **filing, asserting, levying, or attaching any Liens against any property of Golden Pass on account of any GPX Claims against any of the Debtors that are discharged, satisfied, or released pursuant to the Plan, and enforcing, collecting, or recovering on account of any such Liens, or otherwise enforcing, collecting, or recovering on account of any such GPX Claims against Golden Pass;**

7. **filing, asserting, levying, or attaching any Claims or Liens on account of GPX Claims satisfied (or to be satisfied) by Golden Pass under the GPX Settlement, whether against the Released Parties, Exculpated Parties, Golden Pass, Chiyoda, CB&I, or CCZJV-GPX;**

8. **except as otherwise provided under this Plan, asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and**

9. **commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action released or settled pursuant to this Plan or the Confirmation Order.**

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action related to the Chapter 11 Cases prior to the Effective Date, the negotiation, formulation, preparation, Filing, or consummation of the Plan, the Plan Supplement, the Confirmation Order, the

Restructuring Transactions, the A&R Credit Facility, the Sunbelt Promissory Note, the GUC Promissory Notes, the GUC Note Documents, the Parent Capital Contribution, the GPX Settlement Documents, the Cash Collateral Order, the Disclosure Statement, the solicitation of votes with respect to this Plan, or any transaction related to the Restructuring, any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases in connection with the Restructuring Transactions, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, without regard to whether such Person or Entity is a Releasing Party, without the Bankruptcy Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action. The injunction in this Plan shall extend to any successors and assigns of the Debtors and the Reorganized Debtors and their respective property and interests in property.

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under this Plan, the Confirmation Order, or other document, instrument, or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement this Plan and the Confirmation Order from bringing an action to enforce the terms of this Plan, the Confirmation Order, or such document, instrument, or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement this Plan and the Confirmation Order.

G. Limitation of Liability of Officers, Directors, and Agents.

The provisions of section 1125(e) of the Bankruptcy Code govern the protection from liability with respect to all matters governed by section 1125(e). The Debtors and their successors (and the officers, directors or agents of the Debtors or their successors) have no liability for conduct that was authorized by an order of the Bankruptcy Court. With respect to conduct during the period from the Petition Date through the Effective Date, the Debtors and their successors (and the officers, directors or agents of the Debtors or their successors) may be subject to liability only for conduct that constituted actual fraud, gross negligence, or willful misconduct, provided that such limitations on liability exist under applicable non-bankruptcy law. Notwithstanding the foregoing, this Plan does not limit liability for conduct for which the Bankruptcy Court's approval was required by applicable law, but for which approval was not granted.

H. Waiver of Statutory Limitations on Releases.

Each Releasing Party in each of the releases contained in this Plan expressly acknowledges that although ordinarily a general release may not extend to Claims that the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, each Releasing Party has carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or Claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law that provides that a release does not extend to Claims that the claimant does not know or suspect to exist in its favor at the time of executing the release, which if known by it may have materially affected its settlement with the Released Party. The releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

I. Special Provision Regarding the United States Government.

Nothing in the Confirmation Order or the Plan shall effect a release of any Claim by the United States government or any of its agencies or any state and local authority whatsoever, including without limitation any Claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United

States or any state and local authority against any party or person, nor shall anything in the Confirmation Order or the Plan enjoin the United States or any state or local authority from bringing any Claim, suit, action, or other proceedings against any party or person for any liability of such persons whatever, including without limitation any Claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against such persons, nor shall anything in the Confirmation Order or the Plan exculpate any party or person from any liability to the United States government or any of its agencies or any state and local authority whatsoever, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any party or person.

J. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

K. Document Retention.

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policies, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THIS PLAN

A. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date of this Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of **Article IX.B** hereof:

1. The Bankruptcy Court shall have entered the Confirmation Order which shall be in form and substance reasonably satisfactory to the Debtors and the Committee and consistent in all material respects with the terms and conditions of the Plan;

2. The Confirmation Order shall be in full force and effect;

3. The settlements embodied in the Plan shall have been approved by the Bankruptcy Court and incorporated in the Confirmation Order;

4. The A&R Credit Facility Documents, in form and substance consistent with the A&R Credit Facility Term Sheet, shall have been executed and delivered by the Debtors and the A&R Credit Facility Agent;

5. The Sunbelt Promissory Note, in form and substance consistent with the Sunbelt Term Sheet, shall have been executed and delivered by the Debtors and Sunbelt;

6. The Debtors and the GUC Note Administrative Agent shall have executed the GUC Promissory Notes, and the GUC Promissory Notes shall have vested in the GUC Note Administrative Agent, for the benefit of, and distributions to, Holders of Allowed General Unsecured Claims;

7. The Parent Capital Contribution shall have been contributed to, and vested in, ZHI;

8. The Exit Intercreditor Agreement shall be executed in form and substance consistent with the Plan; and

9. The Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, actions, documents, and other agreements that are necessary to implement and effectuate the Plan and each of the other Restructuring Transactions.

B. Waiver of Conditions.

The conditions to the Effective Date set forth in this **Article IX** may be waived, in whole or in part, by the Debtors without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate this Plan; *provided, however*, the Debtors shall obtain the consent of the Prepetition Credit Facility Agent with respect to any waiver (in whole or in part) of the condition set forth in **Article IX.A.4**, and the consent of the Committee with respect to any waiver (in whole or in part) of the condition set forth in **Article IX.A.6**.

C. Substantial Consummation.

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

D. Effect of Failure of Conditions.

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

ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THIS PLAN

A. Modification and Amendments.

Except as otherwise specifically provided in this Plan, subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan), the Debtors reserve the right to modify this Plan without additional disclosure pursuant to section 1125 of the Bankruptcy Code prior to the Confirmation Date and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not re-solicit votes on such modified Plan; *provided, however*, that the Debtors shall obtain the consent of the Committee (which consent shall not be unreasonably withheld) for any alterations, amendments, supplements, or modifications to the Plan impacting the treatment of Holders of General Unsecured Claims under the Plan. After the Confirmation Date and before substantial consummation of the Plan, the Debtors may initiate proceedings in the Bankruptcy Court pursuant to section 1127(b) of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Plan Supplement, the Disclosure Statement, or the Confirmation Order, relating to such matters as may be necessary to carry out the purposes and intent of the Plan.

After the Confirmation Date, but before the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan (including the Plan Supplement) without further order or approval of the Bankruptcy Court; *provided, however,* that such adjustments and modifications do not materially and adversely affect the treatment of Holders of Claims or Interests.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

The Debtors reserve the right to revoke or withdraw this Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw this Plan, or if Confirmation or Consummation does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

ARTICLE XI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over the Chapter 11 Cases and all matters arising out of, or relating to, the Chapter 11 Cases, the Confirmation Order, and this Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. Allow, Disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or Allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code, the Confirmation Order, or this Plan;

3. resolve any matters related to: (i) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is a party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate any Claims arising therefrom, including Cure Claims; (ii) any dispute regarding whether a contract or lease is or was executory, expired, or terminated; (iii) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (iv) any other issue related to any Executory Contracts and Unexpired Leases; or (v) any dispute regarding whether the Plan or any Restructuring Transactions trigger any cross-default or change of control provision in any contract or agreement;

4. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan and adjudicate any and all disputes arising from or relating to distributions under this Plan or the Confirmation Order;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. adjudicate, decide, or resolve any and all matters related to Causes of Action that may arise from or in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

7. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

8. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of this Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with this Plan, the Confirmation Order, or the Disclosure Statement;

9. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of this Plan or any Entity's obligations incurred in connection with this Plan or the Confirmation Order and the administration of the Estates;

11. hear and determine disputes arising in connection with the interpretation, implementation, effect, or enforcement of this Plan or the Plan Supplement, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

12. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of this Plan or the Confirmation Order;

13. adjudicate, decide, or resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, exculpations, and other provisions contained in **Article VIII** hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, exculpations, and other provisions;

14. adjudicate, decide, or resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to **Article VI** hereof;

15. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

16. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order, the Plan Supplement, or any contract, instrument, release, indenture, or other agreement or document created in connection with this Plan, the Plan Supplement, or the Disclosure Statement;

17. enter an order concluding or closing the Chapter 11 Cases;

18. consider any modifications of this Plan to cure any defect or omission or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;

20. adjudicate, decide, or resolve disputes as to the ownership of any Claim or Interest;

21. adjudicate, decide, or resolve all matters related to any subordinated Claim;

22. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;

23. adjudicate, decide, or resolve matters concerning state, local, and U.S. federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

24. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

25. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in this Plan, including under **Article VIII** hereof;

26. hear and determine all disputes involving the obligations under, or the terms of, the GPX Final Settlement Order;

27. enforce all orders previously entered by the Bankruptcy Court in connection with the Chapter 11 Cases;

28. hear any other matter not inconsistent with the Bankruptcy Code; and

29. enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases with respect to any Person or Entity, and resolve any cases, controversies, suits, or disputes that may arise in connection with any Person or Entity's rights arising from or obligations incurred in connection with the Plan.

Nothing herein limits the jurisdiction of the Bankruptcy Court to interpret and enforce the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement, without regard to whether the controversy with respect to which such interpretation or enforcement relates may be pending in any state or other federal court of competent jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this **Article XI**, the provisions of this **Article XI** shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Unless otherwise specifically provided herein or in a prior Order of the Bankruptcy Court, the Bankruptcy Court shall have exclusive jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose prior to the Effective Date.

As of the Effective Date, notwithstanding anything in this **Article XI** to the contrary, the A&R Credit Facility Documents shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain any jurisdiction with respect thereto.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to **Article IX.A** hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted or rejected this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan or the Confirmation Order, each Entity acquiring property under this Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to this Plan and the Confirmation Order, regardless of whether any such Holder of a Claim or Interest has voted on this Plan.

B. Waiver of Stay.

The requirement under Bankruptcy Rule 3020(e) that an order confirming a plan is stayed until the expiration of fourteen (14) days after entry of the order shall be waived by the Confirmation Order. The Confirmation Order shall take effect immediately and shall not be stayed pursuant to the Bankruptcy Code, Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062 or otherwise.

C. Additional Documents.

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of this Plan or the Confirmation Order. The Debtors, the Reorganized Debtors, the GUC Note Administrative Agent, or the GUC Note Collateral Agent, as applicable, and all Holders of Claims receiving distributions pursuant to this Plan and all other parties in interest, shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan and the Confirmation Order.

D. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by each of the Debtors or the Reorganized Debtors (or the Distribution Agent on behalf of each of the Reorganized Debtors), as applicable, for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

The Debtors shall file all quarterly reports due prior to the Effective Date when they become due, in a form reasonably acceptable to the U.S. Trustee. After the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee, which reports shall include a separate schedule of disbursements made during the applicable period, attested to by the Reorganized Debtors. The obligation to file quarterly reports shall continue until the earliest of the Debtors' cases being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

E. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, the Committee shall dissolve automatically and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases, except with respect to (i) final fee applications of the Professionals asserting Professional Fee Claims, including any appeals in connection therewith, or (ii) for purposes of participating in any appeals of the Confirmation Order. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred after the Effective Date by the members of or advisors to the Committee, other than such fees and expenses incurred in connection with any appeals of the Confirmation Order. Any reasonable and documented fees or expenses of the Committee or its advisors incurred between the Confirmation Date and the Effective Date (or after the Effective Date with respect to any appeals of the Confirmation Order) shall be paid by the Debtors or Reorganized Debtors, as applicable, without the necessity of the filing of a fee application for such fees and expenses.

F. Reservation of Rights.

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by any Debtor with respect to this Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor or any Entity unless and until the Effective Date occurs.

G. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

H. Notices.

To be effective, all notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the Debtors or the Reorganized Debtors, to:
Zachry Holdings, Inc.
P.O. Box 240130
San Antonio, TX 78224
Attention: Jay Old

with copies (which shall not constitute notice) to:

White & Case LLP
609 Main Street, Suite 2900
Houston, Texas 77002
Attention: Charles R. Koster
Email: charles.koster@whitecase.com

-and-

White & Case LLP
111 South Wacker Drive
Chicago, IL 60606
Attention: Bojan Guzina, Andrew F. O'Neill, William A. Guerrieri, Adam T. Swingle
Email: bojan.guzina@whitecase.com;
aoneill@whitecase.com;
william.guerrieri@whitecase.com;
adam.swingle@whitecase.com

2. if to the Committee, to:
Jason Brookner
Gray Reed LLP
1300 Post Oak Blvd., Suite 2000
Houston, TX 77056
Attention: Jason S. Brookner
Email: jbrookner@grayreed.com

-and-

Ehud Barak
Daniel Desatnik
Proskauer LLP
Eleven Times Square
New York, NY 10036-8299
Attention: Ehud Barak, Daniel Desatnik
Email: ebarak@proskauer.com;
ddesatnik@proskauer.com

Paul V. Possinger
Proskauer LLP
Three First National Plaza
70 West Madison, Suite 3800
Chicago, IL 60602-4342
Attention: Paul V. Possinger
Email: ppossinger@proskauer.com

3. if to the Prepetition Credit Facility Agent, to:
Bank of America, N.A.
Agency Management
900 W. Trade St.
Gateway Village – 900 Building
NC1-026-06-03
Charlotte, NC 28255
Attention: Dianna (Dottie) Benner

with copies (which shall not constitute notice) to:

McGuireWoods LLP
845 Texas Ave., 24th Floor
Houston, TX 77002
Attention: Demetra Liggins, Andrew C. Papa
Email: dliggins@mcguirewoods.com;
apapa@mcguirewoods.com

-and-

McGuireWoods LLP
1251 Avenue of Americas, 20th Floor
New York, New York 10020-1104
Attention: Shawn R. Fox
Email: sfox@mcguirewoods.com

After the Effective Date, the Debtors have authority to send a notice to Entities receiving documents pursuant to Bankruptcy Rule 2002 that such Entities must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

I. Term of Injunctions or Stays.

Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

J. Entire Agreement.

Except as otherwise indicated, and without limiting the effectiveness of this Plan (including, for the avoidance of doubt, the Plan Supplement), the Confirmation Order supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan, the Confirmation Order, the Plan Supplement, and the documents related thereto.

K. Exhibits.

All exhibits and documents included in this Plan, the Confirmation Order, and the Plan Supplement are incorporated into and are a part of this Plan as if set forth in full in this Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at www.veritaglobal.net/ZHI or the Bankruptcy Court's website at http://www.txs.uscourts.gov/.

L. Deemed Acts.

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under this Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party by virtue of this Plan and the Confirmation Order.

M. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the Debtors' or Reorganized Debtors' consent, as applicable; and (3) non-severable and mutually dependent.

N. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, each of the Released Parties and Exculpated Parties will be deemed to have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and in a manner consistent with the Disclosure Statement, the Plan, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations in connection with all of their respective activities relating to support and consummation of the Plan and are entitled to the protections of section 1125(e) of the Bankruptcy Code and all other applicable protections and rights provided in the Plan. Without limiting the generality of the foregoing, upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and other applicable law.

O. Request for Expedited Determination of Taxes.

The Debtors and Reorganized Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

P. Closing of Chapter 11 Cases.

Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to (1) close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Reorganized Debtors, and all contested matters relating to each of the Debtors, including objections to Claims, and enforcement of this Plan shall be administered and heard in such Chapter 11 Case and (2) change the name of the remaining Debtor and case caption of the remaining open Chapter 11 Case as desired, in the Reorganized Debtors' sole discretion.

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, including full satisfaction of all obligations of the Reorganized Debtors under this Plan, File with the Bankruptcy Court all

documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

Q. Waiver or Estoppel.

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

R. Creditor Default.

An act or omission by a Holder of a Claim in contravention of the provisions of this Plan shall be deemed an event of default under this Plan. Upon an event of default, the Reorganized Debtors may seek to hold the defaulting party in contempt of the Confirmation Order and shall be entitled to reasonable attorneys' fees and costs of the Reorganized Debtors in remedying such default. Upon the finding of such a default by a creditor, the Bankruptcy Court may: (a) designate a party to appear, sign and/or accept the documents required under the Plan on behalf of the defaulting party, in accordance with Bankruptcy Rule 7070; (b) enforce the Plan by order of specific performance; (c) award judgment against such defaulting creditor in favor of the Reorganized Debtors in an amount, including interest, to compensate the Reorganized Debtors for the damages caused by such default; and (d) make such other order as may be equitable that does not materially alter the terms of this Plan.

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Dated: February 23, 2025

ZACHRY HOLDINGS, INC.
(for itself and on behalf of each of the other Debtors and Debtors in Possession)

By: */s/ Mohsin Y. Meghji*
Name: Mohsin Y. Meghji
Title: Chief Restructuring Officer

Exhibit B

Exit ICA Term Sheet

INTERCREDITOR AGREEMENT

Summary of Terms and Conditions

Reference is made to (i) that certain amended and restated credit agreement, to be entered into by and among Zachry Holdings, Inc., a Delaware corporation (the "Company"), Zachry EPC Holdings, LLC, a Texas limited liability company and Zachry Plant Services Holdings, Inc., a Texas corporation (collectively, the "Borrowers" and, each individually, a "Borrower"), the Company, as holdings, the several lenders from time to time parties thereto (the "First Lien Lenders"), Bank of America, N.A., as administrative agent and collateral agent (the "First Lien Agent") and each other party thereto, (ii) that certain second lien secured promissory note(the "Sunbelt Note") to be entered into by and among the Company and Sunbelt Rentals, Inc. (the "Second Lien Holder") and (iii) that certain third lien secured promissory note (the "GUC Promissory Note") to be entered into by and among the Company, Holders of General Unsecured Claims (the "Third Lien Holders") and the administrative agent under the GUC Promissory Note (the "Third Lien Agent"). The relative rights of the First Lien Lenders, the Second Lien Holder and the Third Lien Holders in the Loan Party Collateral (as defined in the A&R Credit Facility Term Sheet) will be governed by an intercreditor agreement to be entered into by and between the First Lien Agent, the Second Lien Holder and the Third Lien Agent on the terms set forth below and otherwise on terms and conditions mutually agreed to by the First Lien Agent, the Second Lien Holder and the Third Lien Agent. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 1978].

SUBORDINATION

Priority of Liens: The priority of liens on the Collateral is in the following order:

(1) Liens securing all obligations outstanding under the A&R Credit Facility Documents, certain hedging agreements or cash management agreements, and documentation (the "Additional First Lien Documentation") with respect to any other indebtedness issued or guaranteed by any Loan Party which are secured by any or all of the Collateral on a basis that is senior to the Second Lien Obligations (as defined below), including all interest, fees, costs and expenses accrued or accruing (or which would, absent commencement of an insolvency proceeding, accrue) after commencement of an insolvency proceeding (the "First Lien Obligations");

(2) Liens securing all obligations outstanding under the Sunbelt Note, including all interest, fees, costs and expenses accrued or accruing (or which would, absent commencement of an insolvency proceeding, accrue) after commencement of an insolvency proceeding (the "Second Lien Obligations"); and

(3) Liens securing all obligations outstanding under the GUC Promissory Note, including all interest, fees, costs and expenses accrued or accruing (or which would, absent commencement of an insolvency proceeding, accrue) after commencement of an insolvency proceeding (the "Third Lien Obligations").

There will be no cap on the maximum principal amount of loans and commitments under the First Lien Documentation and under the Additional First Lien Documentation. The amount of Second Lien Obligations shall be capped at an amount to be agreed between the Second Lien Holder and the Third Lien Agent. The amount of Second Lien Obligations and Third Lien Obligations shall be capped at an amount set forth in the A&R Credit Facility Documents.

The Collateral granted to the First Lien Agent on behalf of the First Lien Holders, the Second Lien Holder and the Third Lien Agent on behalf of the Third Lien Holders shall not include any assets that are not Collateral granted to each of such other persons. No person shall guaranty any of the First Lien Obligations, Second Lien Obligations or Third Lien Obligations that is not a guarantor or borrower, as applicable, of the First Lien Obligations, the Second Lien Obligations and the Third Lien Obligations.

The priority of liens shall remain in full force and effect irrespective of the time, manner, or order of the grant, attachment, or perfection of a lien.

Application of Payments:

Until (a) the payment in full in cash of the principal of, interest on (including postpetition interest, fees, expenses and costs), and other outstanding amounts of First Lien Obligations, termination of all commitments constituting First Lien Obligations, termination/cash collateralization of all letters of credits issued and constituting First Lien Obligations, and termination/cash collateralization of any applicable hedging agreements or cash management agreements (the "Discharge of First Lien Obligations"), (b) the payment in full in cash of the principal of, interest on (including postpetition interest, fees, expenses and costs), and other outstanding amounts of Second Lien Obligations (the "Discharge of Second Lien Obligations") and (c) the payment in full in cash of the principal of, interest on (including postpetition interest, fees, expenses and costs), and other outstanding amounts of Third Lien Obligations (the "Discharge of Third Lien Obligations"), Collateral, proceeds or other distributions with respect to the Collateral received in connection with an enforcement action as a secured creditor

pertaining to the Collateral (an "Enforcement Action") or an insolvency proceeding will be applied:

(a) first, to the First Lien Obligations (including permanent reduction of Exit Revolving Commitments under the Exit Revolving Facility);

(b) second, upon the Discharge of First Lien Obligations, to the Second Lien Obligations;

(c) third, upon the Discharge of First Lien Obligations and the Discharge of Second Lien Obligations, to the Third Lien Obligations; and

(d) fourth, upon the Discharge of First Lien Obligations, the Discharge of Second Lien Obligations and the Discharge of Third Lien Obligations, to the applicable ZHI Entity Guarantor (as defined in the A&R Credit Facility Term Sheet) or as otherwise required by law.

Payment Turnover:

Until the Discharge of First Lien Obligations has occurred, Collateral or proceeds thereof received by either (i) an agent or trustee with respect to the Second Lien Obligations or any other holders of the Second Lien Obligations (a "Second Lien Claimholder") or (ii) an agent or trustee with respect to the Third Lien Obligations or any other holders of the Third Lien Obligations (a "Third Lien Claimholder"), in each case in connection with an Enforcement Action, otherwise in contravention of the Intercreditor Agreement, or in connection with an insolvency proceeding will be paid over to a designated First Lien Claimholder (as defined below).

Following the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations, Collateral or proceeds thereof received by an agent or trustee with respect to First Lien Obligations or the Third Lien Obligations or any other holders of the First Lien Obligations (a "First Lien Claimholder") or any Third Lien Claimholder in connection with an Enforcement Action, otherwise in contravention of the Intercreditor Agreement, or in connection with an insolvency proceeding will be paid over to a designated Second Lien Claimholder.

Following the Discharge of First Lien Obligations and the Discharge of Second Lien Obligations and until the Discharge of Third Lien Obligations, Collateral or proceeds thereof received by an agent or trustee with respect to the First Lien Obligations or the Second Lien Obligations or any First Lien Claimholder or Second Lien Claimholders in connection with an Enforcement Action, otherwise in contravention of the Intercreditor Agreement, or in connection with an insolvency proceeding will be paid over to a designated Third Lien Claimholder.

Standstill Period:	Second Lien Claimholders may commence an Enforcement Action with respect to the Collateral or otherwise exercise rights under applicable law if (a) the Discharge of First Lien Obligations has occurred, or (b) a 180 day standstill period has elapsed, and no First Lien Claimholder is then diligently pursing an Enforcement Action against any Collateral or diligently attempting to vacate any stay against such exercise, or any Loan Party is subject of an insolvency proceeding; provided that the Second Lien Holder shall give the First Lien Agent at least 15 days prior written notice prior to taking any Enforcement Action (which notice may be given during the standstill period). The standstill period may be triggered by the Second Lien Claimholders providing written notice to a designated representative of the First Lien Claimholders upon (i) any payment default under the First Lien Documentation (as in effect on the effective date thereof or from time to time and irrespective of any waiver thereof), (ii) any payment default under the Second Lien Documentation or (iii) a breach of the restricted payments covenant under the Second Lien Documentation. Notwithstanding the foregoing, Second Lien Claimholders shall have all rights as an unsecured creditor and may exercise all rights and remedies available thereto to the extent not specifically waived, provided, that if any Second Lien Claimholder becomes a judgment lien creditor in respect of Collateral as a result of enforcement thereof, such judgment lien shall be subordinated to liens securing First Lien Obligations. Third Lien Claimholders may commence an Enforcement Action with respect to the Collateral or otherwise exercise rights under applicable law if (a) the Discharge of First Lien Obligations and Discharge of Second Lien Obligations has occurred, or (b) a 270 day standstill period (or, after the Discharge of First Lien Obligations, a 90-day standstill period) and no First Lien Claimholder or Second Lien Claimholder is then diligently pursing an Enforcement Action against any Collateral or diligently attempting to vacate any stay against such exercise, or any Loan Party is subject of an insolvency proceeding. The standstill period may be triggered by the Third Lien Claimholders providing written notice to a designated representative of the First Lien Claimholders and Second Lien Claimholders upon (i) any payment default under the First Lien Documentation (as in effect on the effective date thereof or from time to time and irrespective of any waiver thereof), (ii) any payment default under the Third Lien Documentation or (iii) a breach of the restricted payments covenant under the Third Lien Documentation. Notwithstanding the foregoing, Third Lien Claimholders shall have all rights as an unsecured creditor and may exercise all rights and remedies available thereto to the extent not specifically waived, provided, that if any Third Lien Claimholder becomes a judgment lien creditor in respect of Collateral as a result of enforcement thereof, such judgment lien

shall be subordinated to liens securing First Lien Obligations and Second Lien Obligations.

Release of Liens:

If in connection with (1) a First Lien Claimholder's Enforcement Action in respect of the Collateral or (2) a disposition of Collateral not prohibited by the terms of the First Lien Documentation from time to time in effect, the First Lien Claimholders release any liens on any part of the Collateral or release any Guarantor from its obligations under its guaranty of the First Lien Obligations, then the liens of the Second Lien Claimholders and the Third Lien Claimholders on such Collateral and the obligations of such Guarantor under its guaranty of the Second Lien Obligations and the Third Lien Obligations, shall in each case be automatically released to the same extent as the liens of such First Lien Claimholders, or the obligations of such Guarantor under its guaranty of the First Lien Obligations, as applicable, are released (but shall apply to any remaining proceeds of such disposition of Collateral that are not otherwise utilized to repay the First Lien Obligations).

If in connection with (1) a Second Lien Claimholder's Enforcement Action in respect of the Collateral or (2) a disposition of Collateral not prohibited by the terms of the First Lien Documentation, not prohibited by the terms of the Second Lien Documentation and not prohibited by the terms of the Third Lien Documentation, the Second Lien Claimholders release any liens on any part of the Collateral or release any Guarantor from its obligations under its guaranty of the Second Lien Obligations, then the liens of the Third Lien Claimholders on such Collateral and the obligations of such Guarantor under its guaranty of the Third Lien Obligations, shall in each case be automatically released to the same extent as the liens of such Second Lien Claimholders, or the obligations of such Guarantor under its guaranty of the Second Lien Obligations, as applicable, are released (but shall apply to any remaining proceeds of such disposition of Collateral that are not otherwise utilized to repay the Second Lien Obligations).

The First Lien Agent and the First Lien Claimholders shall have the sole and exclusive right, subject to the rights of Grantors under the First Lien Documents, to adjust and settle any claim under any insurance policy covering the Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding (or any deed in lieu of condemnation) affecting the Collateral. All proceeds of any such insurance policy and any such award (or any payments with respect to a deed in lieu of condemnation) shall be paid, subject to the rights of Grantors under the First Lien Documents and the Second Lien Documents, first to the First Lien Claimholders, then to Second Lien Claimholders and finally to the Third Lien

Claimholders in accordance with the priorities set forth herein, or as a court of competent jurisdiction may otherwise direct.

INSOLVENCY PROCEEDINGS

DIP Financing / Cash Collateral:

Until the Discharge of First Lien Obligations, the Second Lien Claimholders and the Third Lien Claimholders will not contest any debtor-in-possession financing ("DIP Financing") or the use of cash collateral if the designated First Lien Claimholder consents thereto; provided that (i) the aggregate principal amount of such DIP Financing, together with the aggregate outstanding First Lien Obligations (including any roll-up), does not exceed the DIP Cap, (ii) such DIP Financing or cash collateral order (A) does not compel any Grantor to seek confirmation of a specific plan of reorganization for which all or substantially all of the material terms are set forth in such DIP Financing documentation or the DIP Financing order or (B) does not require the sale or other liquidation of a material portion of the Collateral prior to a default under such DIP Financing documentation or cash collateral order (but may include sale or plan milestones providing for the sale or reorganization of each Grantor's business as a going concern that are intended to cause the applicable Grantor to consummate such sale or reorganization as soon as practicable after the commencement of an insolvency proceeding), and (iii) the liens securing such DIP Financing shall be senior to or pari passu with the liens of the First Lien Claimholder on the Collateral securing the then outstanding First Lien Obligations (collectively, the "DIP Financing Conditions").

"DIP Cap" shall mean 130% of the aggregate principal amount of First Lien Obligations outstanding at any time.

Sale of Collateral:

Second Lien Claimholders and Third Lien Claimholders will not object in such capacities, and will be deemed to have consented to a 363 sale of Collateral to which the designated First Lien Claimholder consents in writing if (a) the liens of the Second Lien Claimholders attach to the net proceeds with the same priority as their liens on the Collateral which liens are subject to the Intercreditor Agreement, (b) the liens of the Third Lien Claimholders attach to the net proceeds with the same priority as their liens on the Collateral which liens are subject to the Intercreditor Agreement and (c) the net proceeds are distributed in accordance with the application of payments under the Intercreditor Agreement; provided that the Second Lien Claimholders and the Third Lien Claim Holders will not be limited from exercising rights available to general unsecured creditors to object to such a proposed sale of Collateral. The Second Lien Claimholders and the Third Lien Claimholders will

	not object in such capacities to the right of the First Lien Claimholders to credit bid First Lien Obligations.
Adequate Protection:	Second Lien Claimholders and Third Lien Claimholders shall not contest any request by the First Lien Claimholders for adequate protection, postpetition interest or relief from the automatic stay. To the extent that adequate protection is requested by and granted to the First Lien Claimholders in the form of payment of postpetition interest as adequate protection, additional or replacement liens or superpriority claims, the Second Lien Claimholders and Third Lien Claimholders may also seek payment of postpetition interest as adequate protection, additional or replacement liens or superpriority claims; *provided* that (i) if the Second Lien Claimholders receive adequate protection in the form of additional or replacement liens or superpriority claims, such liens and claims will be subordinate to the liens and claims of the First Lien Claimholders, (ii) if the Third Lien Claimholders receive adequate protection in the form of additional or replacement liens or superpriority liens, such liens and claims will subordinate to the liens and claims of the First Lien Claimholders and the Second Lien Claimholders, (iii) the Second Lien Claimholders may seek the payment of postpetition interest as adequate protection subject to the First Lien Claimholders' right to object to the reasonableness of such payments and (iv) the Third Lien Claimholders may seek the payment of postpetition interest as adequate protection subject to the First Lien Claimholders' and the Second Lien Claimholders' right to object to the reasonableness of such payments.
Waiver of Claims:	Second Lien Claimholders and Third Lien Claimholders waive any right to assert or enforce any claim under section 506(c) or 552 of the Bankruptcy Code as against any First Lien Claimholders or any of the Collateral. Third Lien Claimholders waive any right to assert or enforce any claim under section 506(c) or 552 of the Bankruptcy Code as against any Second Lien Claimholders or any of the Collateral.
Plan Voting:	Second Lien Claimholders and Third Lien Claimholders shall have the right to vote any claim in any insolvency proceeding; provided, the Second Lien Claimholders and the Third Lien Claimholders in such capacities shall not vote in favor of any chapter 11 plan that is in violation of the Intercreditor Agreement.
OTHER PROVISIONS	
Purchase Rights:	None.

Amendment of Loan Documents:	The First Lien Claimholders have consent rights with respect to amendments to Second Lien Documentation that (i) are in violation of the Intercreditor Agreement, (ii) restrict the Borrowers' ability to make required payments with respect to the First Lien Obligations, or (iii) shortens the maturity or weighted average life to maturity of the Second Lien Obligations, require that any payment on the Second Lien Obligations be made earlier than originally scheduled or add or make more restrictive any mandatory payment, prepayment, redemption, repurchase, sinking fund or similar requirement except for periods beyond the latest maturity date under the First Lien Documentation. The First Lien Claimholders have consent rights with respect to amendments to Third Lien Documentation that (i) are in violation of the Intercreditor Agreement, (ii) restrict the Borrowers' ability to make required payments with respect to the First Lien Obligations, or (iii) shortens the maturity or weighted average life to maturity of the Third Lien Obligations, require that any payment on the Third Lien Obligations be made earlier than originally scheduled or add or make more restrictive any mandatory payment, prepayment, redemption, repurchase, sinking fund or similar requirement except for periods beyond the latest maturity date under the First Lien Documentation. The Second Lien Claimholders have consent rights with respect to amendments to First Lien Documentation that are in violation of the Intercreditor Agreement. The Third Lien Claimholders have consent rights with respect to amendments to First Lien Documentation and Second Lien Documentation that are in violation with the Intercreditor Agreement.