

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

In re:)	
)	Chapter 11
ZACHRY HOLDINGS, INC., <i>et al.</i> ¹)	
)	Case No. 24-90377 (MI)
Debtors.)	
)	(Jointly Administered)

**DEBTORS' FIRST OMNIBUS MOTION FOR ENTRY
OF AN ORDER AUTHORIZING THE ASSUMPTION AND
ASSIGNMENT OF CERTAIN GPX PROJECT EXECUTORY CONTRACTS**

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

PARTIES RECEIVING THIS MOTION SHOULD LOCATE THEIR RESPECTIVE NAMES AND CONTRACTS ON THE LIST OF ASSIGNED CONTRACTS ON SCHEDULE 1 TO THE ORDER.

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

Relief Requested

1. The Debtors seek entry of an order in the attached proposed form (the “**Order**”) authorizing the Debtors to assume certain executory contracts related to the GPX Project listed on

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 <https://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.



Schedule 1 to the Order (the “**Assumption List**”) and assign such contracts to non-debtor CB&I LLC (a wholly owned subsidiary of McDermott International, Inc., “**CB&I**”).

Jurisdiction and Venue, and Predicates for Relief

2. 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). The Debtors confirm their consent to the entry of a final order by the Court.

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

4. The predicates for the relief requested herein are sections 105(a) and 365 of title 11 of the United States Code (the “**Bankruptcy Code**”), rule 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rule 9013-1(d) of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Local Rules**”).

Background

I. Overview of Chapter 11 Cases

5. On May 21, 2024 (the “**Petition Date**”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the chapter 11 cases. The Debtors continue to operate their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The chapter 11 cases are jointly administered pursuant to Bankruptcy Rule 1015(b). On June 4, 2024, the United States Trustee for the Southern District of Texas (the “**U.S. Trustee**”) appointed the Official Committee of Unsecured Creditors pursuant to sections 1102(a)(1) and 1102(b)(1) of the Bankruptcy Code (the “**Committee**”) [Docket No. 176]. No trustee or examiner has been appointed in these chapter 11 cases.

6. A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the chapter 11 cases, is set forth in the *Declaration of Mohsin Y. Meghji in Support of Debtors' Petitions and Requests for First Day Relief* [Docket No. 7].

II. The Assigned Contracts

7. Before the Petition Date, Debtor Zachry Industrial, Inc. (“**ZII**”) entered into various contracts in connection with its role as lead contractor on the Golden Pass liquified natural gas project (the “**GPX Project**”). Because ZII is no longer the lead contractor on the GPX Project, it now seeks to assume, reject, or otherwise terminate all of its contracts and leases related to the GPX Project. After extensive discussions with the other GPX Project parties, the Debtors have agreed to assume and assign the contracts set forth on the Assumption List (attached as **Schedule 1** to the Order) (collectively, the “**Assigned Contracts**” and the counterparties thereto, the “**Contract Counterparties**”). The Assumption List discloses the proposed cure amount for each contract, as of the filing of this Motion, and the proposed assignee for each contract selected for assumption and assignment.

III. The GPX Settlement

8. Pursuant to a global settlement (the “**GPX Settlement**”) with the owner of the GPX Project (Golden Pass LNG Terminal LLC *f/k/a* Golden Pass Products LLC (“**Golden Pass**”)) and ZII’s former joint venture partners, CB&I and Chiyoda International Corporation (“**Chiyoda**”), ZII has exited its role as lead contractor on the GPX Project. The Court has approved a term sheet and settlement agreement memorializing the terms of the GPX Settlement on a final basis. *See* Docket No. 744.

9. As part of the GPX Settlement, the Debtors are coordinating with Golden Pass, CB&I, and Chiyoda to avoid any disruption to such parties’ go-forward work on the GPX Project.

Golden Pass, CB&I, and Chiyoda have determined that the successful transition of the GPX Project requires their continued access to the goods and services provided under certain ZII agreements. Accordingly, to implement the GPX Settlement, the Debtors have agreed to assume and assign the Assigned Contracts.

10. Subject to the terms of the GPX Settlement, Golden Pass has also agreed to satisfy valid amounts owed by ZII to its vendors and subcontractors for goods and services in respect of the GPX Project. *See* Docket No. 625, Ex. A (the “**GPX Settlement Term Sheet**”) (“Golden Pass shall pay Zachry obligations to vendors and subcontractors . . . for amounts validly due for goods and/or services in respect of the GPX Project” up to the Direct Payment Cap). In connection with its payment of GPX Claims (as defined in the GPX Settlement Term Sheet), Golden Pass has the right to reconcile and validate the amounts ZII may owe to vendors and subcontractors on the GPX Project, which Golden Pass has agreed to do “as expeditiously as reasonably practicable.” *Id.*

IV. The Proposed Cure Amounts

11. Consistent with the GPX Settlement, Golden Pass—not ZII or the proposed assignee—will pay outstanding obligations owed to Contract Counterparties under the Assigned Contracts and cure defaults under the Assigned Contracts. Golden Pass has paid a significant amount of GPX Claims since the entry of the interim order approving the GPX Settlement. Due to the ongoing reconciliation and payment process, many of the outstanding amounts due and owing under the Assigned Contracts may be paid prior to the entry of the proposed Order granting this Motion.

12. The Assumption List includes cure amounts for the Assigned Contracts calculated based upon ZII’s books and records as of August 9, 2024 (the “**Proposed Cure Amounts**”). The

Debtors, after consulting with Golden Pass, propose that the following procedures apply to Golden Pass's reconciliation and payment of such amounts:

- a. Contract Counterparties and the Committee shall file any objections to the Proposed Cure Amounts no later than twenty-one (21) calendar days following the filing and service of the Assumption List (the "**Proposed Cure Amounts Objection Deadline**").
- b. No later than twenty-eight calendar (28) days following the filing and service of the Assumption List, the Debtors, in consultation with Golden Pass, shall file a list of reconciled cure amounts, if any, for the Assigned Contracts (the "**Reconciled Cure Amounts**" and, together with the Proposed Cure Amounts, the "**Cure Amounts**"). The Debtors shall serve the list of Reconciled Cure Amounts on each Contract Counterparty by overnight mail and email (to the extent email addresses for the Contract Counterparties are known by the Debtors). The deadline to file and serve the Reconciled Cure Amounts may be extended by the Court for good cause shown or by agreement of the Debtors and Golden Pass.
- c. Contract Counterparties and the Committee shall file any objections to the Reconciled Cure Amounts no later than seven (7) calendar days following the filing and service of the Reconciled Cure Amounts (the "**Reconciled Cure Amounts Objection Deadline**").
- d. Any objections to the Cure Amounts must (i) be filed and served on the docket of the Debtors' chapter 11 cases by the Proposed Cure Amount Objection Deadline or Reconciled Cure Amount Objection Deadline, as applicable; (ii) identify an alternative cure amount that, if paid, the objector agrees would cure all defaults under the Assigned Contract; and (iii) attach invoices, purchase orders, or similar documentation supporting the alternative cure amount.
- e. If no objection to a Cure Amount is properly and timely filed under these procedures, such Cure Amount shall be deemed binding upon the applicable Contract Counterparty.
- f. Any Reconciled Cure Amounts that are not subject to a properly and timely filed objection under these procedures, and that have not previously been paid by Golden Pass or its designee, shall be paid by Golden Pass to the applicable Contract Counterparty within five (5) business days of the expiration of the Reconciled Cure Objection Deadline. All outstanding defaults under the applicable Assigned Contract shall be deemed cured as of the date of such payment.
- g. If an objection to a Cure Amount is properly and timely filed under these procedures, Golden Pass, in consultation with the Debtors, shall attempt to resolve the dispute informally with the objecting Contract Counterparty. If the dispute is not informally resolved within fourteen (14) calendar days of the Reconciled Cure Amounts Objection Deadline, Golden Pass, in consultation with the Debtors, shall request that the Court schedule a hearing on such

objection with at least seven calendar days' notice to the applicable Contract Counterparty. The final cure amount to be paid to such Contract Counterparty shall be determined by the Court at such hearing, or as agreed by the Contract Counterparty and Golden Pass, in consultation with the Debtors, prior to the hearing.

BASIS FOR RELIEF

I. Assumption and Assignment of the Assigned Contracts Constitutes a Sound Exercise of the Debtors' Reasonable Business Judgment.

13. Section 365(a) of the Bankruptcy Code provides that a debtor in possession "subject to the court's approval, may assume . . . any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). Section 365(f) allows a debtor in possession to assign any executory contract or unexpired lease that it has assumed, if adequate assurance of future performance by the assignee of such contract is provided. 11 U.S.C. § 365(f).

14. A debtor's assumption and/or assignment of an executory contract or unexpired lease is ordinarily governed by the "business judgment" standard. *See Mission Prod. Holdings, Inc. v. Tempnology, LLC*, 587 U.S. 370, 374 (2019) ("The bankruptcy court will generally approve that choice [to assume or reject], under the deferential 'business judgment' rule.").

15. The "business judgment" test merely requires a showing that assumption and/or assignment of the unexpired lease or contract will benefit the debtor's estate, and courts will approve such decision unless the decision is the product of bad faith, whim or caprice. *See In re Pisces Energy, LLC*, 2009 Bankr. LEXIS 4709, at *18 (Bankr. S.D. Tex. Dec. 21, 2009) ("In the absence of a showing of bad faith . . . the debtor's business judgment will not be altered.") (quoting *NLRB v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982), *aff'd*, 465 U.S. 513 (1984)).

16. Upon finding that a debtor exercised its sound business judgment, a court should approve assumption and assignment under section 365 of the Bankruptcy Code. *See Richmond*

Leasing Co. v. Cap. Bank, N.A., 762 F.2d 1303, 1309 (5th Cir. 1985) (“As long as assumption of a lease appears to enhance a debtor’s estate, court approval of a debtor-in-possession’s decision to assume the lease should only be withheld if the debtor’s judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code.”) (quoting *Allied Technology, Inc. v. R.B. Brunemann & Sons*, 25 B.R. 484, 495 (Bankr. S.D. Ohio 1982)).

17. Assumption and assignment of the Assigned Contracts is well within the Debtors’ reasonable business judgment, is in the best interests of their estates and stakeholders, and is necessary to implement the terms of the GPX Settlement. Golden Pass, CB&I, and Chiyoda require the services provided through the Assigned Contracts to ensure a successful transition of the GPX Project. Conversely, the Debtors no longer require the Assigned Contracts for their business operations, given ZII’s exit from its role as lead contractor on the GPX Project. And assuming and assigning the Assigned Contracts will ensure that the Debtors stop accruing postpetition obligations under agreements that are not necessary for their ongoing business. Accordingly, assuming and assigning the Assigned Contracts is a reasonable exercise of the Debtors’ business judgment.

II. The Cure and Adequate Assurance Requirements of Section 365 of the Bankruptcy Code Are Satisfied.

18. Pursuant to section 365(b)(1)(A) of the Bankruptcy Code, a debtor may not assume an executory contract or unexpired lease unless, at the time of assumption, the debtor cures or provides adequate assurance that the debtor will promptly cure any existing default. *See* 11 U.S.C. § 365(b)(1)(A); *see also Lifemark Hospitals, Inc. v. Liljeberg Enters. (In re Liljeberg Enters., Inc.)*, 304 F.3d 410, 444 (5th Cir. 2002) (holding that the debtor must provide adequate assurance that it will cure the default amount); *L.R.S.C. Co. v. Rickel Home Ctrs., Inc. (In re Rickel Home Ctrs., Inc.)*, 209 F.3d 291, 298 (3d Cir. 2000) (finding that the debtor must cure defaults or provide

adequate assurance of a prompt cure). Further, pursuant to section 365(b)(1)(C) of the Bankruptcy Code, if a default is outstanding, a debtor seeking to assume an executory contract or unexpired lease must provide adequate assurance of future performance under such contract or lease. *See* 11 U.S.C. § 365(b)(1)(C). And pursuant to section 365(f) of the Bankruptcy Code, the assignee of any assigned contracts must show adequate assurance of future performance. *See* 11 U.S.C. § 365(f)(2).

19. Section 365's requirements are met here. Subject to the terms of GPX Settlement, Golden Pass has agreed to pay valid amounts owing to ZII's vendors and subcontractors in respect of the GPX Project. *See* Docket No. 625 ¶ 9. Golden Pass will reconcile the Cure Amounts owed to the Contract Counterparties and continue paying validated amounts, satisfying the GPX Settlement's provision allowing Golden Pass to reconcile invoices related to the GPX Project and section 365(b)'s requirement that any contractual defaults be "promptly cure[d]." 11 U.S.C. § 365(b)(1)(A). Moreover, the Assigned Contracts are being assigned to CB&I, which has agreed to perform under the Assigned Contracts in order to transition and complete the GPX Project. These commitments ensure that the Assigned Contracts will be cured and provide adequate assurance of future performance under the Assigned Contracts.

III. The Court Should Authorize This Omnibus Request Under Bankruptcy Rule 6006.

20. Pursuant to Bankruptcy Rule 6006(e), the Debtors may seek authority to assume and assign multiple executory contracts in one motion if "(1) all executory contracts or unexpired leases to be assumed or assigned are between the same parties or are to be assigned to the same assignee; (2) the trustee seeks to assume, but not assign to more than one assignee, unexpired leases of real property; or (3) the court otherwise authorizes the motion to be filed." Fed. R. Bankr. P. 6006(e).

21. The Debtors request that the Court grant the Debtors authority to assume and assign multiple executory contracts under Bankruptcy Rule 6006(e)(3). Assuming and assigning the Assigned Contracts is a necessary step to successfully implement the GPX Settlement and transition the GPX Project to Golden Pass, CB&I, and Chiyoda. Requiring the Debtors to file a separate motion for each Assigned Contract would unnecessarily burden the Debtors' estates and delay implementation of the GPX Settlement. Accordingly, the Court should authorize the assumption and assignment of the Assigned Contracts via this Motion pursuant to Bankruptcy Rule 6006(e)(3).

22. Separately, Bankruptcy Rule 6006(f) requires that a motion to assume multiple executory contracts or unexpired leases must:

- a. state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
- b. list parties alphabetically and identify the corresponding contract or lease;
- c. specify the terms, including the curing of defaults and the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assumption and assignment.
- d. be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and
- e. be limited to no more than 100 executory contracts or unexpired leases.

See Fed. R. Bankr. P. 6006(f).

23. The Debtors request that the Court waive the 100-contract limitation here, as assuming the Assigned Contracts (which total 148) is necessary to implement the GPX Settlement and filing multiple assumption motions would be inefficient and unnecessarily burdensome on the Debtors' estates. With the 100-contract limitation waived, this Motion, together with the Assumption List, satisfies the procedural requirements of Bankruptcy Rule 6006(f).

Reservation of Rights

24. 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 or any party in interest under the Bankruptcy Code or other applicable non-bankruptcy 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 Motion or any order granting the relief requested by this Motion 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, except for the assumption and assignment of the Assigned Contracts identified on the Assumption List; (g) a waiver or limitation of the Debtors', Golden Pass's, CB&I's, or Chiyoda's, rights under the Bankruptcy Code or any other applicable law; and (h) 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 Motion 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

25. The Debtors will provide notice of this Motion to: (a) the U.S. Trustee for the Southern District of Texas; (b) counsel to the Committee; (c) the United States Attorney's Office for the Southern District of Texas; (d) the state attorneys general for the states in which the Debtors operate; (e) the Internal Revenue Service; (f) counsel to the Prepetition Agent; (g) all Contract Counterparties; 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.

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

Dated: August 14, 2024
Houston, Texas

/s/ Charles R. Koster

WHITE & CASE LLP

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*Counsel to the Debtors and
Debtors in Possession*

Certificate of Service

I certify that on August 14, 2024, 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., <i>et al.</i> ¹)	Case No. 24-90377 (MI)
)	
Debtors.)	(Jointly Administered)
)	

**ORDER GRANTING DEBTORS’ FIRST OMNIBUS
MOTION AUTHORIZING THE ASSUMPTION AND
ASSIGNMENT OF CERTAIN GPX PROJECT EXECUTORY CONTRACTS**

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) authorizing the debtors to assume and assign certain executory contracts listed on **Schedule 1**, attached hereto (collectively, the “**Assigned Contracts**”) and granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this

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

Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "**Hearing**"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Assigned Contracts listed on **Schedule 1**, attached hereto (the "**Assumption List**"), are assumed and assigned to the applicable assignee designated on the Assumption List, pursuant to sections 105(a) and 365 of the Bankruptcy Code, in each case effective as of August 14, 2024.

2. All monetary amounts necessary to cure outstanding defaults under the Assigned Contracts shall be satisfied by Golden Pass or its designee, subject to Golden Pass's reconciliation rights under the GPX Settlement and the following procedures:

- a. Contract Counterparties and the Committee shall file any objections to the Proposed Cure Amounts no later than twenty-one (21) calendar days following the filing and service of the Assumption List (the "**Proposed Cure Amounts Objection Deadline**").
- b. No later than twenty-eight calendar (28) days following the filing and service of the Assumption List, the Debtors, in consultation with Golden Pass, shall file a list of reconciled cure amounts, if any, for the Assigned Contracts (the "**Reconciled Cure Amounts**" and, together with the Proposed Cure Amounts, the "**Cure Amounts**"). The Debtors shall serve the list of Reconciled Cure Amounts on each Contract Counterparty by overnight mail and email (to the extent email addresses for the Contract Counterparties are known by the Debtors). The deadline to file and serve the Reconciled Cure Amounts may be extended by the Court for good cause shown or by agreement of the Debtors and Golden Pass.
- c. Contract Counterparties and the Committee shall file any objections to the Reconciled Cure Amounts no later than seven (7) calendar days following the

filing and service of the Reconciled Cure Amounts (the “**Reconciled Cure Amounts Objection Deadline**”).

- d. Any objections to the Cure Amounts must (i) be filed and served on the docket of the Debtors’ chapter 11 cases by the Proposed Cure Amount Objection Deadline or Reconciled Cure Amount Objection Deadline, as applicable; (ii) identify an alternative cure amount that, if paid, the objector agrees would cure all defaults under the Assigned Contract; and (iii) attach invoices, purchase orders, or similar documentation supporting the alternative cure amount.
- e. If no objection to a Cure Amount is properly and timely filed under these procedures, such Cure Amount shall be deemed binding upon the applicable Contract Counterparty.
- f. Any Reconciled Cure Amounts that are not subject to a properly and timely filed objection under these procedures, and that have not previously been paid by Golden Pass or its designee, shall be paid by Golden Pass to the applicable Contract Counterparty within five (5) business days of the expiration of the Reconciled Cure Objection Deadline. All outstanding defaults under the applicable Assigned Contract shall be deemed cured as of the date of such payment.
- g. If an objection to a Cure Amount is properly and timely filed under these procedures, Golden Pass, in consultation with the Debtors, shall attempt to resolve the dispute informally with the objecting Contract Counterparty. If the dispute is not informally resolved within fourteen (14) calendar days of the Reconciled Cure Amounts Objection Deadline, Golden Pass, in consultation with the Debtors, shall request that the Court schedule a hearing on such objection with at least seven calendar days’ notice to the applicable Contract Counterparty. The final cure amount to be paid to such Contract Counterparty shall be determined by the Court at such hearing, or as agreed by the Contract Counterparty and Golden Pass, in consultation with the Debtors, prior to the hearing.

3. For the avoidance of doubt, the Debtors shall have no liability for such Cure Amounts, and the Contract Counterparties shall have no recourse to the Debtors for satisfaction of such Cure Amounts. Any cure payments by Golden Pass or its designee shall count against the Direct Payment Cap pursuant to the terms of the GPX Settlement.

4. Nothing contained in the Motion or this Order, nor any action taken pursuant thereto, nor any payment made pursuant to the authority granted thereby, is intended to be or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity or any other party in interest under the Bankruptcy Code or other applicable non-

bankruptcy law; (b) a waiver of the Debtors' or any party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim except as otherwise expressly provided herein; (d) an implication or admission that any claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a waiver of any claims or causes of action that may exist against any creditor or interest holder; (f) except as otherwise expressly provided herein, a bar or disallowance of any creditors' claim against the Debtors; (g) a limitation of any creditors' right to assert a claim against Golden Pass for performance under its respective contract at the direction of Golden Pass, or CB&I or Chiyoda (with Golden Pass's consent); (h) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, except for the assumption and assignment of the Assigned Contracts identified on the Assumption List; (i) a waiver or limitation of the Debtors', Golden Pass's, CB&I's, or Chiyoda's rights under the Bankruptcy Code or any other applicable law; or (j) a waiver of any claims that the Debtors or any party in interest may have against any Contract Counterparty, whether or not such claims arise under, are related to the assumption of, or are independent of the Assigned Contracts.

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

6. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6006.

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

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

Dated: _____, 2024
Houston, Texas

THE HON. MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Schedule 1 to First Omnibus Assumption and Assignment Order

No.	Assumed Contract Counterparty	Debtor or Joint Venture	Assignee	Agreement Title	Contract ID	Description	Effective Date	Assumption Date	Cure Amount
1	2S Roll Off Service, LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement, as amended, and any purchase order thereunder	112280-554625	Containers Services	8/10/2021	8/14/2024	SEALED
2	Acuren	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-610894	Project Site - NDE	7/15/2021	8/14/2024	SEALED
3	Acuren	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-604384	OSLD -NDE	6/28/2024	8/14/2024	SEALED
4	Adventa Soft INC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	099121-580670	Software Developer	11/14/2022	8/14/2024	SEALED
5	Alamo Filters	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Filters Equipment	Multiple	8/14/2024	SEALED
6	Alba Pipework LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order & Rentals	Multiple	Instrument Air Fittings	Multiple	8/14/2024	SEALED
7	Allserv Industrial LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Fuel Hoses/Repairs	Multiple	8/14/2024	SEALED
8	Allterra Central INC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Tool Calibrations Services	Multiple	8/14/2024	SEALED
9	ALP Right of Way, Inc.	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-564993	OSLD - Mowing	3/22/2022	8/14/2024	SEALED
10	Aluma Systems Concrete Construction, LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement, as amended, and any purchase order thereunder	112280-541102	Formwork Services Agreement	1/8/2021	8/14/2024	SEALED
11	Analytic Stress Relieving, Inc.	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-557230	OSLD - Post Weld Heat	9/23/2021	8/14/2024	SEALED
12	Analytic Stress Relieving, Inc.	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-557235	Project Site - Post Weld Heat	9/23/2021	8/14/2024	SEALED
13	Atlas RFID Solutions, LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-577499	RFID Material Tracking	11/20/2020	8/14/2024	SEALED
14	Austin Fire Systems	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-596420	Project Site - Fire Suppression	8/9/2023	8/14/2024	SEALED
15	Baker Hughes	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-537590	Project Site - Tech. Field Services	9/22/2020	8/14/2024	SEALED
16	Baker Hughes (dba P&M USA LLC)	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-575777	Project Site - HRSG Pressure Test	9/8/2022	8/14/2024	SEALED
17	Bentley Systems INC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Software and Consulting	Multiple	8/14/2024	SEALED
18	BILL CLARK PEST CONTROL, INC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-577482	Project Site - Pest Control	12/22/2022	8/14/2024	SEALED
19	Bill Spitzer & Associates, Inc	Zachry Industrial, Inc.	CB&I LLC	Service Agreement, as amended, and any purchase order thereunder	112280-586408	Grout Pumping Rental Service Agreement	4/4/2023	8/14/2024	SEALED
20	Boss Light Tower Rentals LLC	Zachry Industrial, Inc.	CB&I LLC	Rental Agreement	112280-610891	Rental Agreement for 3 Items	2/16/2024	8/14/2024	SEALED
21	Brenntag Southwest INC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Preventative Maintenance Supplies	Multiple	8/14/2024	SEALED
22	Briggs Equipment INC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order & Rentals	Multiple	Equipment Repairs/Yard Mules	Multiple	8/14/2024	SEALED
23	Cajun Industries, LLC.	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-553826	Project Site - Temp Sheet Piles	9/1/2021	8/14/2024	SEALED
24	CalCam Logistics & Contracting, LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-577939	Project Site - Offsite Parking	8/27/2021	8/14/2024	SEALED
25	CCJ & Associates LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Instrumentation Testing Material	Multiple	8/14/2024	SEALED
26	CMC Steel Fabricators	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Civil Dept. Supplies/Temp. Matl. Foundations	Multiple	8/14/2024	SEALED
27	COASTAL PRESSURE PRODUCTS LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Pipe Testing Materials	Multiple	8/14/2024	SEALED
28	COWBOY INDUSTRIAL SALES INC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Piping Materials	Multiple	8/14/2024	SEALED
29	CSM Industrial	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-591124	Project Site	8/16/2023	8/14/2024	SEALED
30	Dashiell Corporation	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-577498	Project Site - 230Kv Switchyard	8/12/2020	8/14/2024	SEALED
31	Dashiell Corporation	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-526334	Project Site - Hi-Pot	4/8/2020	8/14/2024	SEALED
32	DEF Rentals, LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-581359	Project Site - Sanitary Facilities	12/2/2022	8/14/2024	SEALED
33	DEF Rentals, LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-578527	OSLD - Sanitary Facilities	10/21/2022	8/14/2024	SEALED
34	DENNY HASTINGS FLP 14	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Environmental Supplies	Multiple	8/14/2024	SEALED
35	Doka USA LTD	Zachry Industrial, Inc.	CB&I LLC	Services Agreement	112280-544055	Formwork and Shoring	1/19/2021	8/14/2024	SEALED
36	DOTGROUP INTERNATIONAL USA	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Engraving and Labelin Supplies	Multiple	8/14/2024	SEALED
37	DTN, LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-577485	Project Site - Lightning Alerts	1/5/2023	8/14/2024	SEALED
38	EARTHCAM INC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order & Services	Multiple	Time Lapse Camera	Multiple	8/14/2024	SEALED
39	ELCOMETER INC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Inspection Supplies	Multiple	8/14/2024	SEALED
40	Entact Environmental Services	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-565042	Project Site - Sheet Pile Install	4/5/2022	8/14/2024	SEALED
41	Entact Environmental Services	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-561734	Project Site - Engineering Services	12/9/2021	8/14/2024	SEALED
42	EnviroCon Systems, Inc.	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-577450	Project Site - Pond Liner	10/13/2022	8/14/2024	SEALED
43	ERS RENTAL SOLUTIONS LLC	Zachry Industrial, Inc.	CB&I LLC	Rental Agreement	Multiple	3rd Party Rentals - Generators	Multiple	8/14/2024	SEALED
44	FERGUSON ENTERPRISES LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Fitting/Flanges/Valves	Multiple	8/14/2024	SEALED
45	Foster Fence, LTD	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-539017	Project Site - Temp Fence	11/2/2020	8/14/2024	SEALED
46	Foster Fence, LTD	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-539265	OSLD - Fencing	11/11/2020	8/14/2024	SEALED
47	Foster Fence, LTD	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-594112	Project Site - Perm Fence/Gates	8/4/2023	8/14/2024	SEALED
48	Foster Fence, LTD	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-577486	Project Site - Security/Barbed Wire	12/20/2022	8/14/2024	SEALED
49	Foster Safety	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Rescue Course Training	Multiple	8/14/2024	SEALED
50	Gajeske Inc	Zachry Industrial, Inc.	CB&I LLC	Rental Agreement	112280-552417	Rental Agreement for 6 Items	6/16/2021	8/14/2024	SEALED
51	Gajeske Inc	Zachry Industrial, Inc.	CB&I LLC	Rental Agreement	112280-560763	Rental Agreement for 14 Items	7/29/2021	8/14/2024	SEALED
52	Gajeske Inc	Zachry Industrial, Inc.	CB&I LLC	Rental Agreement	112280-554602	Rental Agreement for 17 Items	11/17/2021	8/14/2024	SEALED
53	GARNER DISTRIBUTED WORKFLOW LL	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	112280-541336	Logistics Integration Software	11/18/2020	8/14/2024	SEALED
54	GFL ENVIRONMENTAL SOLID WASTE	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-612209	Project Site - Waste Services	5/21/2024	8/14/2024	SEALED

Schedule 1 to First Omnibus Assumption and Assignment Order

No.	Assumed Contract Counterparty	Debtor or Joint Venture	Assignee	Agreement Title	Contract ID	Description	Effective Date	Assumption Date	Cure Amount
55	GHX INDUSTRIAL LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Preservation Material	Multiple	8/14/2024	SEALED
56	GOPHER MATS LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order & Rentals	Multiple	Crane Mats	Multiple	8/14/2024	SEALED
57	GS GLOBAL SUPPLY LP	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Environmental Supplies/Consumables	Multiple	8/14/2024	SEALED
58	GT WELD TESTING LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	112280-539402	Weld Testing	10/20/2020	8/14/2024	SEALED
59	GuardTech Pest Management, Inc.	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-557076	OSLD - Pest Control	10/4/2021	8/14/2024	SEALED
60	Gulf Coast Fabricators Inc	Zachry Industrial, Inc.	CB&I LLC	Purchase Order & Subcontract	Multiple	Testing Mtls. And Air Blow Temp Spools	Multiple	8/14/2024	SEALED
61	Gulfspan Industrial	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-596498	Project Site - Struct. Steel Erection	8/5/2023	8/14/2024	SEALED
62	HARTFORD STEAM BOILER INSP & I	Zachry Industrial, Inc.	CB&I LLC	Services Agreement	112280-570652	HRSR Inspection	5/13/2022	8/14/2024	SEALED
63	Heritage Environmental Services	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-566251	Project Site - Haz and Non Haz Waste	7/3/2019	8/14/2024	SEALED
64	Heritage Environmental Services	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-564472	OSLD - Haz and Non Haz Waste	3/22/2022	8/14/2024	SEALED
65	Holes Golden Triangle LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-558550	Project Site - Concrete Cutting	10/29/2021	8/14/2024	SEALED
66	Hotard Coaches, Inc.	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-569171	Project Site - Bussing	4/20/2022	8/14/2024	SEALED
67	I&I Insulations Llc	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-560803	Project Site - Insulation Installation	10/29/2021	8/14/2024	SEALED
68	Innovative Heat Treatment Solutions (IHTS)	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-557242	Project Site - Post Weld Heat	9/23/2021	8/14/2024	SEALED
69	INSU-W-RAPID AMERICAS LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Bands/Wraps/Consumables	Multiple	8/14/2024	SEALED
70	Intergraph	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-575335	Project Site - Jovix System	8/8/2022	8/14/2024	SEALED
71	Invacor Solutions, LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-535425	Project Site - Pipe Line Drying	9/4/2020	8/14/2024	SEALED
72	Invacor Solutions, LLC	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-575782	Project Site - Nitrogen Testing	8/29/2022	8/14/2024	SEALED
73	JM TEST SYSTEMS LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order & Rentals	Multiple	Tool Calibrations Services	Multiple	8/14/2024	SEALED
74	Johnson Controls	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-536138	Project Site - HVAC Maintenance	9/14/2020	8/14/2024	SEALED
75	JT Thorpe & Son	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-580502	Project Site - Fire Proofing	8/29/2023	8/14/2024	SEALED
76	Kentech Technical Services	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-571578	Project Site - Brownfield Phase 1	5/26/2022	8/14/2024	SEALED
77	Kentech Technical Services	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-545435	Project Site - Consulting Services	2/10/2021	8/14/2024	SEALED
78	Kentech Technical Services	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-576276	Project Site - Brownfield Phase 1.2	2/10/2021	8/14/2024	SEALED
79	Kentech Technical Services	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-591868	Project Site - Brownfield Phase 2.0	7/6/2023	8/14/2024	SEALED
80	LANCE RENTAL COMPANY	Zachry Industrial, Inc.	CB&I LLC	Rental Agreement	112280-567095	Trench Rental	3/17/2022	8/14/2024	SEALED
81	Lasco Electrical Services, LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-540726	OSLD - Temp. Power	12/10/2020	8/14/2024	SEALED
82	Lasco Electrical Services, LLC	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-554400	Project Site - Temp. Lightning Protection	7/29/2021	8/14/2024	SEALED
83	Lasco Electrical Services, LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-523649	Project Site - Temp. Power	3/11/2020	8/14/2024	SEALED
84	LD SIGNS LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Signage/Consumables	Multiple	8/14/2024	SEALED
85	LGC US ASSET HOLDINGS LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	112280-604125	Gaskets	10/26/2023	8/14/2024	SEALED
86	Lighthouse Video Surveillance, LLC.	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-558411	OSLD - CCTV	10/22/2021	8/14/2024	SEALED
87	Lighthouse Video Surveillance, LLC.	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-558407	Project Site - CCTV	10/22/2021	8/14/2024	SEALED
88	LONESTAR FORKLIFT 2017 USA INC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order & Rentals	Multiple	Forklift Rentals	Multiple	8/14/2024	SEALED
89	Louisiana Radio Communications	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-570333	OSLD - Card Readers	5/13/2022	8/14/2024	SEALED
90	Louisiana Radio Communications	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-539231	Project Site - Card Readers	11/24/2020	8/14/2024	SEALED
91	Lucy Software BV/Prometheus	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	112280-619054	Co-Console	6/28/2024	8/14/2024	SEALED
92	M&M Valve and Regulator, LLC	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-578589	Project Site - PSV Calibrations	12/21/2022	8/14/2024	SEALED
93	Mammoet USA South, Inc	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-532594	Project Site - Heavy Haul/Lift	5/13/2021	8/14/2024	SEALED
94	Mammoet USA South, Inc	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-561261	OSLD - Heavy Haul/Lift	2/9/2022	8/14/2024	SEALED
95	Marking Services, Inc.	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-597557	Project Site - Pipe Marking/Labeling	8/10/2023	8/14/2024	SEALED
96	MARTIN CREEK HOLDINGS LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	112280-571773	Project Site - Drinkable Water Solutions	6/3/2022	8/14/2024	SEALED
97	Martin Marietta Materials, Inc.	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Temporary Materials	Multiple	8/14/2024	SEALED
98	MEI SOLUTIONS LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Tag/Marking Supplies	Multiple	8/14/2024	SEALED
99	MERCER TRANSPORT CO	Zachry Industrial, Inc.	CB&I LLC	Services Agreement	Multiple	Hauling Services	Multiple	8/14/2024	SEALED
100	MESA LABORATORIES	Zachry Industrial, Inc.	CB&I LLC	Credit Card - P.O. cancelled	112280-611051	Industrial Hygiene Testing	2/21/2024	8/14/2024	SEALED
101	MIDWEST HOSE & SPECIALTY INC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Hose Material for Testing	Multiple	8/14/2024	SEALED
102	MINERAL TECH GULF COAST ABRASI	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Sand Blasting/Painting Supplies	Multiple	8/14/2024	SEALED
103	MLN Service Company	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-594233	Project Site - A/C Services	7/17/2023	8/14/2024	SEALED
104	MMR Constructors Inc.	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-603128	Project Site - Electrical Construction Support	12/18/2023	8/14/2024	SEALED
105	MONCLAS INCORPORATED	Zachry Industrial, Inc.	CB&I LLC	Purchase Order & Services	Multiple	Coffee/Tea Break Room Supplies	Multiple	8/14/2024	SEALED
106	MSDSONLINE	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	112280-562571	Software for Chemical Management and SDS	12/22/2021	8/14/2024	SEALED
107	NEW PIG CORPORATION	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Environmental Supplies	Multiple	8/14/2024	SEALED
108	Newtron Beaumont LLC	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-577869	Project Site - Telecom	10/18/2022	8/14/2024	SEALED

Schedule 1 to First Omnibus Assumption and Assignment Order

No.	Assumed Contract Counterparty	Debtor or Joint Venture	Assignee	Agreement Title	Contract ID	Description	Effective Date	Assumption Date	Cure Amount
109	O3 INSIGHT INC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	112280-524647	Constraint Mgmt. Software	3/10/2020	8/14/2024	SEALED
110	PACE ANALYTICAL SERVICES INC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	112280-598995	Environmental Testing	8/15/2023	8/14/2024	SEALED
111	Patriot Security	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-581243	OSLD - Security	12/2/2022	8/14/2024	SEALED
112	Patriot Security	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-579475	Project Site - Security	11/30/2022	8/14/2024	SEALED
113	Port Arthur Technical Services	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-595819	Project Site - Telecom	7/25/2023	8/14/2024	SEALED
114	PPI Quality & Engineering, LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-565888	NDE Field Inspections	4/22/2022	8/14/2024	SEALED
115	PPI Quality & Engineering, LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-570611	NDE Field Inspections	5/16/2022	8/14/2024	SEALED
116	PPI Quality & Engineering, LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-521129	Project Site - Quality Audit	2/17/2020	8/14/2024	SEALED
117	Raba Kistner	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-607187	Project Site - Soils/Concrete Testing	12/16/2023	8/14/2024	SEALED
118	Redwine Enterprises	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-528128	Project Site - Trucking	5/9/2020	8/14/2024	SEALED
119	REPUBLIC TESTING LABORATORIES	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Welding School Supplier	Multiple	8/14/2024	SEALED
120	Rush, LLC	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-597108	Project Site - Carry Over Work	7/20/2023	8/14/2024	SEALED
121	SABEL STEEL SERVICE INC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Welding Department	Multiple	8/14/2024	SEALED
122	Saber Power	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-574217	Project Site - Hi-Pot	8/18/2022	8/14/2024	SEALED
123	Saber Power	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-570499	Project Site - Transformer Dress and Fill	6/8/2022	8/14/2024	SEALED
124	Saber Power	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-571769	Project Site - Perimeter Lighting	6/28/2022	8/14/2024	SEALED
125	Saber Power	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-576041	Project Site - General Elect. Services	11/2/2022	8/14/2024	SEALED
126	SABINE PASS PORT AUTHORITY	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	112280-553735	Rescue Boats	7/14/2021	8/14/2024	SEALED
127	SCOTT MACON LTD	Zachry Industrial, Inc.	CB&I LLC	Purchase Order & Rentals	Multiple	Rental Equipment, Crane	Multiple	8/14/2024	SEALED
128	SUMMIT ELECTRIC SUPPLY	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Electrical Consumables	Multiple	8/14/2024	SEALED
129	Sun Coast Resources LLC,	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-604461	Project Site - Fuel	5/10/2019	8/14/2024	SEALED
130	Sunbelt Rentals	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-556700	Project Site - Scaffold Labor	1/29/2022	8/14/2024	SEALED
131	Sunbelt Rentals	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	112280-551763	Project Site - Scaffold Purchase	6/24/2021	8/14/2024	SEALED
132	Sunbelt Rentals	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-550077	Project Site - Scaffold Rental	5/17/2021	8/14/2024	SEALED
133	Sunbelt Rentals	Zachry Industrial, Inc.	CB&I LLC	Services Agreement	112280-575759	Project Site - Tent Structures	8/23/2022	8/14/2024	SEALED
134	SUPERIOR STEEL INC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	112280-610900	Mixing Material for V-Ditch	2/16/2024	8/14/2024	SEALED
135	TDF Rentals & Leasing LLC	Zachry Industrial, Inc.	CB&I LLC	Rental Agreement	112280-577116	Rental Agreement for 1 Item	9/9/2022	8/14/2024	SEALED
136	Tecon Services Inc	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-560793	Project Site - Hot Insulation	4/27/2022	8/14/2024	SEALED
137	TEKNOBUILT LTD	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	112280-561884	Hybrid Software	12/9/2021	8/14/2024	SEALED
138	TEXAS FIRE & COMMUNICATIONS IN	Zachry Industrial, Inc.	CB&I LLC	Services Agreement	112280-538587	Reactivation Security, Access, Fire Alarm Sys.	10/8/2929	8/14/2024	SEALED
139	United States Environmental	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-591314	Project Site - Haz. Waste Removal	6/9/2023	8/14/2024	SEALED
140	Vesta Housing / McGrath Rent / Mobil Modular	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	Multiple	Early Works Trailers	Multiple	8/14/2024	SEALED
141	Waskey - Sump Insulation Install	Zachry Industrial, Inc.	CB&I LLC	Subcontract Agreement	112280-602069	Project Site - LNG Sump Insulation	10/10/2023	8/14/2024	SEALED
142	Waterfleet	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-564280	OSLD - Modular Sanitary Facilities	2/2/2022	8/14/2024	SEALED
143	Waterfleet	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-577487	Project Site - Modular Sanitary Facilities	11/13/2019	8/14/2024	SEALED
144	Western Concrete	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-501682	Project Site - Concrete Pumping	7/18/2019	8/14/2024	SEALED
145	William Scotsman	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-577488	Project Site - Temp. Trailers	11/9/2019	8/14/2024	SEALED
146	William Scotsman	Zachry Industrial, Inc.	CB&I LLC	Service Agreement	112280-562229	Project Site - Temp. Trailers	12/16/2021	8/14/2024	SEALED
147	William Scotsman	Zachry Industrial, Inc.	CB&I LLC	Purchase Order	112280-572448	OSLD Double Wide to be used by Core Medical	12/7/2022	8/14/2024	SEALED
148	YUKON SERVICES LLC	Zachry Industrial, Inc.	CB&I LLC	Purchase Order & Rentals	Multiple	Cool Down Stations	Multiple	8/14/2024	SEALED

Note: Pursuant to the First Omnibus Assumption and Assignment Order, executory contracts listed on Schedule 1 to the Order (the "Assigned Contracts") include only those entered into by ZII in connection with its role as lead contractor on the GPX Project.