

**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)
)	

NOTICE OF FILING OF THE SECOND PLAN SUPPLEMENT

PLEASE TAKE NOTICE that on January 23, 2025, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), filed the (a) *Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 1978] (as may be amended, supplemented, or modified from time to time, the “**Plan**”), and (b) *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 1986] (the “**Disclosure Statement**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”).²

PLEASE TAKE FURTHER NOTICE that, on January 23, 2025, the Court entered 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**”).

PLEASE TAKE FURTHER NOTICE that on February 5, 2025, the Debtors filed their *Notice of Filing of the Plan Supplement* [Docket No. 2080].

PLEASE TAKE FURTHER NOTICE that on February 11, 2025, the Debtors filed their *Notice of Filing of Amended GUC Note Term Sheet* [Docket No. 2122], containing an amended draft of the GUC Note Term Sheet and a corresponding redline.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Disclosure Statement Order, February 13, 2024 is the Debtors’ deadline to file the remainder of the plan supplement.

¹ The last four digits of Zachry Holdings, Inc.’s tax identification number are 6814. A complete list of each of the Debtors in the 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 the Chapter 11 Cases is: P.O. Box 240130, San Antonio, Texas 78224.

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



PLEASE TAKE FURTHER NOTICE that this Second Plan Supplement includes the following documents (which continue to be negotiated between the Debtors and other interested parties, and will be filed in substantially final form on or prior to the Effective Date), as may be modified, amended, or supplemented from time to time:

- Exhibit A** Organizational Documents
- Exhibit B** Assumption List
- Exhibit C** Rejection List
- Exhibit D** Schedule of Retained Causes of Action
- Exhibit E** A&R Credit Facility Term Sheet
- Exhibit F** GUC Note Term Sheet
- Exhibit F-1** Redline of GUC Note Term Sheet
- Exhibit G** GPX Excess Claims Stipulation

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights, with the consent of any applicable counterparties to the extent required under the Plan to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan; *provided* that if any document in this Second Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such documents with the Court.

PLEASE TAKE FURTHER NOTICE that the documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved, the documents contained in the Plan Supplement will be approved by the Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that copies of the Plan, the Disclosure Statement, and all other documents filed in these Chapter 11 Cases are accessible now, free of charge, on the Debtors' restructuring website, <https://www.veritaglobal.net/zhi>. Copies of the Plan and Disclosure Statement may also be obtained upon request of the Debtors' counsel, White & Case LLP, at the respective addresses specified herein.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek confirmation of the Plan and final approval of the Disclosure Statement at the Confirmation Hearing to be held before the Honorable Marvin Isgur, Courtroom 404 of the United States Bankruptcy Court, Houston Division, 515 Rusk Street, Houston, Texas, 77002, on **February 26, 2025 at 1:30 p.m. (prevailing Central Time)**. **The Confirmation Hearing may be continued by the Court or the Debtors without further notice other than by announcement of the same in open court and/or by filing and serving a notice of adjournment.**

Dated: February 13, 2025
Houston, Texas

/s/ Charles R. Koster

Charles R. Koster (Texas Bar No. 24128278)

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Counsel to the Debtors and

Debtors in Possession

Certificate of Service

I certify that on February 13, 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 A

Organizational Documents

As of the date of this filing, the Debtors do not intend to amend the Organizational Documents in connection with the Plan and the Restructuring Transactions, and no such amendments are necessary to implement the Restructuring Transactions on the Effective Date. The Debtors' rights to amend the Organizational Documents in connection with the Plan and Restructuring Transactions are expressly reserved, subject to the terms and conditions set forth in the Plan.

Exhibit B

Assumption List

The Assumption List contains Executory Contracts and Unexpired Leases. Any and all related amendments, assignments, attachments, change orders, confidentiality agreements, exhibits, extensions, guaranties, hold harmless agreements, revisions, schedules, side letters, and documents of similar import related to the applicable Executory Contract or Unexpired Lease set forth on the Assumption List will be assumed as of the Effective Date. For any Executory Contract or Unexpired Lease not explicitly listed on the Assumption List, the Debtors assert that the amounts owed under those Executory Contracts and Unexpired Leases is **\$0.00**.

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.*

Notwithstanding anything to the contrary in the Plan, 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 the Plan 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.

The Assumption List contained in this **Exhibit B** remains subject to continued review and revision by the Debtors. The Debtors’ rights are expressly reserved to alter, amend, modify, or supplement the Assumption List in accordance with the terms of the Plan or by order of the Court. If the Assumption List is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Court.

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
1st Call Leasing of Texas, LLC	Zachry Industrial, Inc.	Master Carrier / Shipper Transportation Agreement	592854	6/6/2023	\$ 0.00
36Software	Zachry Holdings, Inc.	SmartDocs Starter Package	225122	5/31/2016	\$ 0.00
36Software	Zachry Holdings, Inc.	36Software End User License Agreement	N/A	--	\$ 0.00
5J Oilfield Services, LLC	J.V. Industrial Companies, LLC	Master Line Haul Agreement	163758	9/29/2021	\$ 0.00
Abeinsa Abener Teyma General Partnership	Zachry Engineering Corporation	Purchase Order General Terms and Conditions	N/A	--	\$ 0.00
Able Construction	J.V. Industrial Companies, LLC	General Terms and Conditions	N/A	--	\$ 0.00
Aces Global Quality Services USA LLC	Zachry Industrial, Inc.	Master Service Agreement	606603	1/16/2024	\$ 0.00
ACH Food Company, Inc.	Zachry Engineering Corporation	Engineering Services Agreement	N/A	8/4/2021	\$ 0.00
ACI Facility Support LLC	Zachry Industrial, Inc.	Service Agreement	614680	4/16/2024	\$ 187.50
ACI Facility Support LLC	Zachry Industrial, Inc.	Service Agreement	614734	4/17/2024	\$ 187.50
ACI Facility Support LLC	Zachry Industrial, Inc.	Master Services Agreement	527269	4/14/2020	\$ 0.00
Acme Truck Line, Inc.	J.V. Industrial Companies, LLC	Line Haul Transportation Services Agreement	147827	--	\$ 0.00
Acuren Inspection, Inc.	Zachry Industrial, Inc.	Blanket Release Service Agreement	474988-143	1/29/2024	\$ 1,614.00
Acuren Inspection, Inc.	Zachry Industrial, Inc.	Master Service Agreement	610198	4/26/2024	\$ 0.00
ADP, Inc.	Zachry Industrial, Inc.	Global Master Services Agreement	568694	4/19/2022	\$ 0.00
Advanced Container Company	Zachry Industrial, Inc.	Master Services Agreement	512811	12/10/2019	\$ 0.00
Advanced Container Company	Zachry Industrial, Inc.	Rental Agreement	596506	7/12/2023	\$ 740.00
Advanced Container Company	Zachry Industrial, Inc.	Rental Agreement	597217	7/21/2023	\$ 665.00
Advanced Container Company	Zachry Industrial, Inc.	Rental Agreement	597809	7/31/2023	\$ 473.33

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Advanced Container Company	Zachry Industrial, Inc.	Rental Agreement	598895	8/14/2023	\$ 290.00
Advancion fka Angus Chemical	J.V. Industrial Companies, LLC	Purchase Order General Terms and Conditions	N/A	1/30/2024	\$ 0.00
Aerotek Inc.	Madison Industrial Services Team, LLC	Service Agreement	4500226803	2/26/2021	\$ 0.00
AF Global	J.V. Industrial Companies, LLC	Joint Venture General Terms	N/A	5/5/2020	\$ 0.00
Affiliated Industrial	J.V. Industrial Companies, LLC	Purchase Order General Terms and Conditions	N/A	2/29/2016	\$ 0.00
Afton Chemical Corporation	Zachry Engineering Corporation	Engineering Services Agreement	N/A	6/25/2020	\$ 0.00
Agility Project Logistics, Inc.	Zachry Industrial, Inc.	Master Transportation Services Agreement	506757	8/19/2019	\$ 0.00
Air Express International, USA Inc. dba DHL Global Forwarding	Zachry Industrial, Inc.	Master Transportation Logistics Services Agreement	563974	1/28/2022	\$ 0.00
Aircraft Performance Group LLC	Zachry Industrial, Inc.	Master Services Agreement	547510	3/1/2021	\$ 0.00
AirGas Inc.	Zachry Maintenance Services, LLC	Purchase Order	613658	3/28/2024	\$ 401.88
Alabama Power-Southern Company	Madison Industrial Services Team, LLC	Agreement for Miscellaneous Mechanical Work	18-60257-M-APC	11/8/2018	\$ 0.00
Alamo Filter Company	Zachry Industrial, Inc.	Purchase Order	614257	4/9/2024	\$ 3,337.80
Albemarle Corporation	Zachry Engineering Corporation	Master Professional Services Agreement	N/A	7/31/2023	\$ 0.00
ALL Erection & Crane Rental Corp	Zachry Industrial, Inc.	Master Crane Rental Services Agreement	517894	2/8/2022	\$ 0.00
ALL Erection & Crane Rental Corp	Zachry Industrial, Inc.	Master Crane with Operator Services Agreement	565857	3/4/2022	\$ 0.00
Allterra Central Inc.	Zachry Industrial, Inc.	Rental Agreement	596221	7/7/2023	\$ 15,121.07
Allterra Central Inc.	Zachry Industrial, Inc.	Rental Agreement	603004	10/11/2023	\$ 4,937.87
Allterra Central Inc.	Zachry Industrial, Inc.	Rental Agreement	614087	4/5/2024	\$ 1,079.98

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
All-Ways Trucking Inc	J.V. Industrial Companies, LLC	Master Line Haul Services Agreement	N/A	--	\$ 0.00
Alon USA	J.V. Industrial Companies, LLC	Purchase Order General Terms and Conditions	N/A	8/22/2017	\$ 0.00
Altair Strickland, LLC	Madison Industrial Services Team, LLC	Construction Contract	14.03	4/1/2014	\$ 0.00
Ameren Illinois Company	Zachry Engineering Corporation	Utility Contract	3595271044	--	\$ 0.00
American Electric Power	Zachry Maintenance Services, LLC	Contract Letter Agreement	706152-X103	1/15/2018	\$ 0.00
American Electric Power - Rockport	J.V. Industrial Companies, LLC	Service Agreement	2880359	9/28/2016	\$ 0.00
American Piping Inspection, Inc.	Zachry Industrial, Inc.	Master Servies Agreement	588562	3/22/2023	\$ 0.00
Americas Styrenics, LLC	Zachry Maintenance Services, LLC	Blanket Service Agreement	N/A	1/21/2013	\$ 0.00
Analytic Stress Relieving, Inc.	J.V. Industrial Companies, LLC	Agreement	187469	--	\$ 0.00
Anderson Machinery Company	Zachry Industrial, Inc.	Master Equipment Rental Agreement	551362	7/20/2021	\$ 0.00
Anderson Machinery Company	Zachry Industrial, Inc.	Master Crane Rental Services Agreement	551388	10/4/2021	\$ 0.00
Anew Transport, LLC dba Anew Transport	Zachry Industrial, Inc.	Master Line Haul Agreement	555898	8/26/2021	\$ 0.00
Anheuser-Busch, LLC	Zachry Engineering Corporation	Master Agreement for Engineering Services	4504617618	2/23/2016	\$ 0.00
Apache Industrial Services, Inc.	J.V. Industrial Companies, LLC	Services Agreement	188043	1/4/2024	\$ 3,209.14
Apache Industrial Services, Inc.	Zachry Industrial, Inc.	Rental Agreement	599898	10/6/2023	\$ 672,475.63
Apache Industrial Services, Inc.	Zachry Industrial, Inc.	Master Services Agreement for Rental of Scaffolding	412894	1/17/2017	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Master Service Agreement	570881	5/17/2022	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	600824	9/11/2023	\$ 33,440.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Apex Systems LLC	Zachry Industrial, Inc.	Service Agreement	SERV	--	\$ 805,826.55
Apex Systems LLC	Zachry Engineering Corporation	Service Agreement	ZEC	--	\$ 36,480.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	571384	6/6/2022	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	571385	6/6/2022	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	572070	6/6/2022	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	099107-572560	6/20/2022	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	099121-578890	10/17/2022	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	099121-582202	12/19/2022	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	099121-582250	1/3/2023	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	114000.21.409501.08	5/27/2023	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	116005.22.9005	7/10/2023	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	099121-597638	8/14/2023	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	099121-597811	8/14/2023	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	099121-597819	8/14/2023	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	114000.21.409501.08	9/18/2023	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	099121-604187	10/30/2023	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	099121-605424	11/27/2023	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	099121-606189	12/4/2023	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	099121-608005	1/16/2024	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	099121-612134	3/11/2023	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	000078-614073	1/26/2020	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	114000.21.409501.08	4/10/2024	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	099121-622143	9/3/2024	\$ 0.00
Apex Systems LLC	Zachry Industrial, Inc.	Purchase Order	099121-626091	11/18/2024	\$ 0.00
APS FIRECO	J.V. Industrial Companies, LLC	Agreement	165642	--	\$ 0.00
Aquarion Water Company of Connecticut	Zachry Nuclear Engineering, Inc.	Utility Contract	200300686	--	\$ 0.00
Archer-Daniels-Midland Company	Zachry Engineering Corporation	Engineering Services Agreement	N/A	2/21/2022	\$ 0.00
Aries Freight Systems LP dba Aries Worldwide Logistics	J.V. Industrial Companies, LLC	Master Line Haul Services Agreement	N/A	--	\$ 0.00
ARKEMA	J.V. Industrial Companies, LLC	Purchase Contract Terms and Conditions	N/A	7/24/2015	\$ 0.00
Ascension Water aka Baton Rouge Water Company	Zachry Industrial, Inc.	Utility Contract	40418523058501	--	\$ 0.00
Ascension Water aka Baton Rouge Water Company	Zachry Industrial, Inc.	Utility Contract	40418523058601	--	\$ 0.00
Ascension Water aka Baton Rouge Water Company	Zachry Industrial, Inc.	Utility Contract	40418523062802	--	\$ 0.00
Ascension Water aka Baton Rouge Water Company	Zachry Industrial, Inc.	Utility Contract	40421591016701	--	\$ 0.00
Ascension Water aka Baton Rouge Water Company	Zachry Industrial, Inc.	Utility Contract	40421591016801	--	\$ 0.00
Ascension Water aka Baton Rouge Water Company	Zachry Industrial, Inc.	Utility Contract	40421591021103	--	\$ 0.00
AT&T	Zachry Holdings, Inc.	Master Agreement	23937	--	\$ 7,762.81

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
AT&T	Zachry Industrial, Inc.	Services Agreement	512719-34014189	--	\$ 0.00
AT&T	Zachry Nuclear Engineering, Inc.	Services Agreement	831-000-5324	--	\$ 0.00
AT&T	Zachry Industrial, Inc.	Services Agreement	831000-7083332	--	\$ 0.00
AT&T	Zachry Industrial, Inc.	Services Agreement	831-000-7233773	--	\$ 0.00
AT&T	Zachry Industrial, Inc.	Services Agreement	831-001-1794	--	\$ 0.00
AT&T Mobility	Zachry Industrial, Inc.	Services Agreement	287025267756	--	\$ 0.00
AT&T Mobility	Zachry Industrial, Inc.	Services Agreement	287242574306	--	\$ 0.00
AT&T Mobility	Zachry Industrial, Inc.	Services Agreement	287283215329	--	\$ 0.00
ATCO Structures & Logistics (USA), Inc.	Zachry Industrial, Inc.	Master Services Agreement	515307	4/7/2020	\$ 0.00
Atmos Energy Corporation	Zachry Industrial, Inc.	Utility Contract	4033855175	--	\$ 0.00
Aux Sable Liquid Products LP	Zachry Engineering Corporation	Master Consulting Services Agreement	N/A	11/20/2013	\$ 0.00
AVEVA Software LLC	Zachry Holdings, Inc.	Purchase Order	589322	3/30/2023	\$ 198,338.64
Awardco, LLC	Zachry Industrial, Inc.	Awardco Master Services Agreement	518348	1/27/2020	\$ 0.00
Awardco, Inc.	Zachry Industrial, Inc.	Software as a Service Agreement	587503	3/20/2023	\$ 0.00
Awardco, Inc.	Zachry Industrial, Inc.	Service Level Agreement	587503	3/20/2023	\$ 0.00
Awardco, Inc.	Zachry Industrial, Inc.	Order Form	587503	3/20/2023	\$ 0.00
Axion Logistics, LLC	Zachry Industrial, Inc.	Master Line Haul Agreement	556899	10/7/2021	\$ 0.00
Azota	J.V. Industrial Companies, LLC	Terms and Conditions of Purchase Order	N/A	2/9/2018	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Badger Daylighting Corporation	J.V. Industrial Companies, LLC	Master Service Agreement	187726	12/20/2023	\$ 0.00
Bar-Worx LLC	Zachry Industrial, Inc.	Master Equipment Rental Agreement	555773	8/19/2021	\$ 0.00
Base Line Data Inc	J.V. Industrial Companies, LLC	Master Services Agreement	155635	--	\$ 0.00
BASF Corporation	J.V. Industrial Companies, LLC	Master Services Agreement	10214	--	\$ 0.00
BASF Corporation	J.V. Industrial Companies, LLC	Master Services Agreement	32614	--	\$ 0.00
BASF Corporation	Zachry Maintenance Services, LLC	Amended and Restated Master Agreement for Site Maintenance, Construction and General Services	N/A	6/16/2017	\$ 0.00
BASF Corporation	Zachry Engineering Corporation	Master Engineering and Professional Services Agreement	N/A	--	\$ 0.00
BASF Corporation	J.V. Industrial Companies, LLC	Master Services Agreement	N/A	3/10/2014	\$ 0.00
BASF Corporation	J.V. Industrial Companies, LLC	Master Services Agreement	N/A	3/10/2024	\$ 0.00
BASF Corporation	J.V. Industrial Companies, LLC	Master Services Agreement	N/A	3/10/2014	\$ 0.00
BASF Corporation	J.V. Industrial Companies, LLC	Master Services Agreement	N/A	12/4/2014	\$ 0.00
BASF Corporation	Zachry Maintenance Services, LLC	Miscellaneous Services Master Agreement	N/A	10/31/2022	\$ 0.00
BASF Corporation	Zachry Engineering Corporation	Regional Engineering Service Agreement	N/A	12/14/2018	\$ 0.00
BASF Corporation	Zachry Maintenance Services, LLC	Site Agreement (BASF - Beaumont, TX)	N/A	2/6/2023	\$ 0.00
BASF Corporation	Zachry Maintenance Services, LLC	Site Agreement (BASF - Bishop, TX)	N/A	2/6/2023	\$ 0.00
BASF Corporation	Zachry Maintenance Services, LLC	Site Agreement (BASF - Geismar, LA)	N/A	11/20/2023	\$ 0.00
BASF Corporation	Zachry Maintenance Services, LLC	Site Agreement (BASF - Freeport, TX)	N/A	4/10/2023	\$ 0.00
BASF Corporation	Zachry Maintenance Services, LLC	Site Agreement (BASF Pasadena CP - Pasadena, TX)	N/A	1/6/2023	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
BASF Corporation	Zachry Maintenance Services, LLC	Site Agreement (BASF TOTAL Petrochemicals LLC - Port Arthur, TX)	N/A	2/6/2023	\$ 0.00
BASF Corporation	J.V. Industrial Companies, LLC	Master Services Agreement	JV-CAT 103	--	\$ 0.00
BASF Corporation	J.V. Industrial Companies, LLC	Master Services Agreement	R100480	--	\$ 0.00
Bay Area/General Crane Service Inc.	J.V. Industrial Companies, LLC	Master Services Agreement	163109	9/17/2021	\$ 0.00
Bay Ltd.	J.V. Industrial Companies, LLC	Master Services Agreement	N/A	5/23/2023	\$ 0.00
Beacon Engineering and Electric, Inc.	Zachry Engineering Corporation	Engineering Services Agreement	N/A	2/1/2016	\$ 0.00
Beacon Engineering and Electric, Inc.	Zachry Engineering Corporation	Proposal for Engineering Services	N/A	1/5/2021	\$ 0.00
Bearcom Operating LLC	J.V. Industrial Companies, LLC	Rental Agreement	189175	1/11/2024	\$ 7,625.20
BEB Enterprises, Inc.	Zachry Industrial, Inc.	Service Agreement	608666	1/16/2024	\$ 650.00
BEB Enterprises, Inc.	Zachry Industrial, Inc.	Master Services Agreement	551725	7/8/2021	\$ 0.00
Benetech, Inc.	Zachry Engineering Corporation	Engineering Services Agreement	N/A	--	\$ 0.00
Bengal Crane and Rigging, LLC	Zachry Industrial, Inc.	Master Services Agreement - Crane Rental and Crane with Operator Rental	530271	6/2/2020	\$ 0.00
Bennett Motor Express, LLC	Zachry Industrial, Inc.	Master Line Haul Agreement	534903	8/26/2020	\$ 0.00
Bennett Steel, Inc.	Zachry Industrial, Inc.	Master Crane with Operator Services Agreement	563881	1/24/2022	\$ 0.00
Bentley Systems, Inc.	Zachry Industrial, Inc.	Service Agreement	607659	12/21/2023	\$ 0.00
Big State Electric	Zachry Industrial, Inc.	Master Services Agreement	517249	--	\$ 0.00
Bigge Crane and Rigging Co.	Zachry Industrial, Inc.	Rental Agreement	584420	1/20/2023	\$ 695,045.27
Bigge Crane and Rigging Co.	Zachry Industrial, Inc.	Master Service Agreement	615264	5/14/2024	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Bluewater Learning, Inc.	Zachry Industrial, Inc.	SOW for the Oracle Systems Training Program for Project Maverick	605525	11/17/2023	\$ 0.00
BMZ Export Terminal Partners	Zachry Engineering Corporation	Engineering Services Agreement	N/A	--	\$ 0.00
Bobcat Crane, LLC	Zachry Industrial, Inc.	Master Crane with Operator Services Agreement	551164	6/14/2021	\$ 0.00
Boilermaker-Blacksmith National Pension Trust	Madison Industrial Services Team, LLC	Collective Bargaining Agreement	N/A	--	\$ 0.00
Boise White Paper, LLC	Madison Industrial Services Team, LLC	Master Service Agreement for (MSAFC) Construction for Packing Corporation of America and Madison Industrial Services Team, Ltd.	N/A	1/8/2014	\$ 0.00
Boral Resources LLC	Madison Industrial Services Team, LLC	Agreement to Furnish Services	N/A	1/1/2022	\$ 0.00
Boss Light Tower Rentals, LLC	Zachry Industrial, Inc.	Master Equipment Rental Agreement	543818	4/6/2021	\$ 0.00
Bottom Line Equipment LLC	Zachry Industrial, Inc.	Master Equipment Rental Services Agreement	556173	10/7/2021	\$ 0.00
Bottom Line Equipment LLC	Zachry Industrial, Inc.	Rental Agreement	583727	--	\$ 803,653.76
BP Products North America, Inc.	Zachry Engineering Corporation	Agreement for Engineering and Related Professional Services	N/A	--	\$ 0.00
Bradley Motors	J.V. Industrial Companies, LLC	Purchase Order General Terms and Conditions	N/A	10/25/2017	\$ 0.00
BrandSafway LLC	Zachry Industrial, Inc.	Master Service Agreement	601709	1/8/2024	\$ 0.00
Brask, Inc.	J.V. Industrial Companies, LLC	General Terms and Conditions	N/A	4/19/2018	\$ 0.00
Brazos Electric Power Cooperative, Inc.	Zachry Industrial, Inc.	Master Services Agreement	N/A	9/12/2016	\$ 0.00
Brock Services LLC	Zachry Industrial, Inc.	Blanket Release Service Agreement	515382-55	4/25/2024	\$ 2,913.09
Brock Services LLC	Zachry Industrial, Inc.	Blanket Release Service Agreement	515382-56	4/25/2024	\$ 778.68
Brock Services LLC	Zachry Industrial, Inc.	Blanket Release Service Agreement	515382-57	3/26/2024	\$ 1,952.74
Brock Services LLC	Zachry Industrial, Inc.	Blanket Release Service Agreement	515383-120	1/3/2024	\$ 1,227.76

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Brock Services LLC	Zachry Industrial, Inc.	Blanket Release Service Agreement	515383-121	10/13/2023	\$ 9,569.15
Brock Services LLC	Zachry Industrial, Inc.	Blanket Release Service Agreement	515383-123	4/25/2024	\$ 16,065.89
Brock Services LLC	Zachry Industrial, Inc.	Blanket Release Service Agreement	515383-127	3/21/2024	\$ 7,438.66
Brock Services LLC	Zachry Industrial, Inc.	Blanket Release Service Agreement	515383-130	1/24/2024	\$ 3,652.24
Brock Services LLC	Zachry Industrial, Inc.	Blanket Release Service Agreement	515383-131	1/29/2024	\$ 9,255.49
Brock Services LLC	Zachry Industrial, Inc.	Blanket Release Service Agreement	515383-132	2/14/2024	\$ 15,996.73
Brock Services LLC	Zachry Industrial, Inc.	Blanket Release Service Agreement	515383-133	4/24/2024	\$ 5,633.16
Brown & Root Industrial Services, LLC	JVIC Fabrication, LLC	Brown & Root Industrial Services, LLC Terms and Conditions of Purchase as Agreed between Brown & Root & JVIC	N/A	7/11/2022	\$ 0.00
Building Trades Pension Fund of Western Pennsylvania	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00
Burkes Mechanical, Inc.	Madison Industrial Services Team, LLC	General Terms and Conditions	N/A	9/1/2022	\$ 0.00
Burns & McDonnell Engineering Company, Inc.	Zachry Industrial, Inc.	Amended and Restated Joint Venture Agreement between Burns & McDonnell Engineering Company, Inc. and Zachry Industrial, Inc. for USGC II OSBL Project	N/A	6/28/2022	\$ 0.00
Burns & McDonnell Engineering Company, Inc.	Zachry Industrial, Inc.	Engineering, Procurement, and Construction Contract	USGCII-CNCN-000E4	6/28/2022	\$ 0.00
Burns & McDonnell Engineering Company, Inc.	Zachry Industrial, Inc.	Front End Engineering Design and Engineering, Procurement, and Construction Contract	CPC-32807	9/18/2019	\$ 0.00
Burns & McDonnell Engineering Company, Inc.	Zachry Industrial, Inc.	Joint Venture Agreement	N/A	6/28/2022	\$ 0.00
Businesssolver.com, Inc.	Zachry Holdings, Inc.	Enrollment & Eligibility Services Agreement	N/A	6/11/2013	\$ 0.00
C Johnnie on the Spot Inc.	Zachry Industrial, Inc.	Service Agreement	577406	9/15/2022	\$ 152,243.20
California Ironworkers Field Defined Contribution Pension Trust Fund	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
California Ironworkers Field Pension Trust	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00
Calpine (DP Energy, Channel Energy)	J.V. Industrial Companies, LLC	Continuing Services Agreement	N/A	2/5/2014	\$ 0.00
Calumet	J.V. Industrial Companies, LLC	Services Agreement	CALSHV-GS-2010-153	7/2/2019	\$ 0.00
Canon Financial Services, Inc.	Zachry Holdings, Inc.	Master Lease Agreement	548411	--	\$ 0.00
Canon Financial Services, Inc.	Zachry Holdings, Inc.	Master Agreement	MISC	--	\$ 3,186.85
Capital City Group, Inc.	Madison Industrial Services Team, LLC	Master Services Agreement	4500226201	2/20/2020	\$ 0.00
Cardinal Ethanol, LLC	Zachry Engineering Corporation	Engineering Services Agreement	N/A	8/29/2016	\$ 0.00
Cargill, Incorporated	Zachry Engineering Corporation	Agreement for Purchase of Engineering or Construction Management Services	N/A	--	\$ 0.00
Cargill, Incorporated	Zachry Engineering Corporation	Select Supplier Engineering Services Agreement	N/A	5/1/2018	\$ 0.00
Cascade Natural Gas	J.V. Industrial Companies, LLC	Utility Contract	89434370048	--	\$ 0.00
CB&I Inc.	Zachry Industrial, Inc.	Joint Venture Agreement for Train 1 and Train 2 of the Freeport Liquefaction Facility Project	N/A	12/10/2013	\$ 0.00
CB&I Inc.	Zachry Holdings, Inc.	Parent Company Guarantee	N/A	6/26/2015	\$ 0.00
CB&I Inc.	Zachry Industrial, Inc.	Subcontract Agreement between CBI/Zachry Joint Venture and CB&I Inc.	N/A	12/10/2013	\$ 0.00
CB&I Inc.	Zachry Industrial, Inc.	Joint Venture Agreement between CB&I LLC, Chiyoda International Corp., and Zachry Industrial, Inc. for Train 3 of the Freeport Liquefaction Project	N/A	3/24/2015	\$ 0.00
CCI Pipeline Systems, Inc.	J.V. Industrial Companies, LLC	General Terms and Conditions	N/A	10/29/2014	\$ 0.00
Cellco Partnership dba Verizon Wireless	Zachry Holdings, Inc.	Verizon Wireless Major Account Agreement	COMM	9/18/2020	\$ 47,683.19
Central States Pension Fund	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00
Champion Delivery Inc.	J.V. Industrial Companies, LLC	Master Line Haul Agreement	N/A	--	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Cheniere Energy Investments, LLC	Zachry Industrial, Inc.	General Services and Maintenance Contract	CEINV-18-CRT00001	5/21/2018	\$ 0.00
Chevron Oronite Company, LLC	Zachry Maintenance Services, LLC	Chevron Oronite Company LLC Downstream Products and Services Contract	CV1370823	1/31/2017	\$ 0.00
Chevron Phillips Chemical Company LP	Zachry Maintenance Services, LLC	Blanket Service Agreement	4600005747	10/23/2008	\$ 0.00
Chevron Phillips Chemical Company LP	J.V. Industrial Companies, LLC	Blanket Service Agreement	4600006406	4/11/2006	\$ 0.00
Chevron Phillips Chemical Company LP	Zachry Industrial, Inc.	USGC II Polyethylene Engineering, Procurement and Construction Contract	N/A	7/7/2022	\$ 0.00
Chevron Phillips Chemical Company LP	Zachry Industrial, Inc.	USGC II Petrochemical Project -- OSBL EPC Contract	N/A	6/28/2022	\$ 0.00
Chevron Phillips Chemical Company LP	Zachry Industrial, Inc.	Front End Engineering Design and Engineering, Procurement, and Construction Contract	CPC-32807	9/18/2019	\$ 0.00
Chevron Phillips Chemical Company LP	Zachry Industrial, Inc.	Blanket Contract for Engineering Design, Procurement, and Construction Services	CPC-34116	--	\$ 0.00
Chevron Phillips Chemical Company LP	Zachry Industrial, Inc.	Project Specific Agreement	CW54880	6/4/2020	\$ 0.00
Chevron Phillips Chemical Company LP	Zachry Maintenance Services, LLC	Master Agreement for Products and Services Maintenance Agreement	CW64524	7/1/2023	\$ 0.00
Chevron Phillips Chemical Company LP	Zachry Industrial, Inc.	Engineering, Procurement, and Construction Contract	USGCII-CNCN-000E4	6/28/2022	\$ 0.00
Chevron Phillips Chemical Company LP	Zachry Industrial, Inc.	USGC II Petrochemical Project -- OSBL EPC Contract	USGCII-CNCN-1-000E1	7/7/2022	\$ 0.00
Chevron Phillips Chemical Gulf Coast LLC	Zachry Industrial, Inc.	Novation Agreement	N/A	10/18/2022	\$ 0.00
Chevron Phillips Chemical Gulf Coast LLC	Zachry Industrial, Inc.	Novation Agreement	N/A	10/17/2022	\$ 0.00
Chevron Products Company, a division of Chevron U.S.A. Inc.	Zachry Industrial, Inc.	Master Products and Services Agreement	CW662174	1/31/2017	\$ 0.00
Chevron Products Company, a division of Chevron U.S.A. Inc.	J.V. Industrial Companies, LLC	Master Products and Services Contract	CW25723	12/9/2019	\$ 0.00
Chicago Bridge & Iron Company N.V.	Zachry Industrial, Inc.	Parent Company Guarantee	N/A	6/26/2015	\$ 0.00
Chiyoda International Corporation	Zachry Industrial, Inc.	Joint Venture Agreement between CB&I LLC, Chiyoda International Corp., and Zachry Industrial, Inc. for Train 3 of the Freeport Liquefaction Project	N/A	3/24/2015	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Cintas Corporation	JVIC Fabrication, LLC	Service Agreement	186311	9/26/2023	\$ 2,960.64
Cintas Corporation	JVIC Fabrication, LLC	Service Agreement	186316	9/26/2023	\$ 2,353.82
Cintas Corporation	Zachry Industrial, Inc.	Blanket Release Services Agreement	569341	5/16/2024	\$ 0.00
Cintas Corporation	Zachry Engineering Corporation	Service Agreement	601426	9/15/2023	\$ 0.00
Cintas Corporation No. 2	Zachry Industrial, Inc.	Master Services Agreement	583709	2/14/2023	\$ 0.00
City of Corpus Christi	J.V. Industrial Companies, LLC	Utility Contract	N/A	--	\$ 0.00
City of Freeport	Zachry Industrial, Inc.	Utility Contract	13-2780-08	--	\$ 0.00
City of Moss Point	Moss Point Properties, LLC	Utility Contract	13-19757-02	--	\$ 0.00
City of Moss Point	Moss Point Properties, LLC	Utility Contract	13-19757-03	--	\$ 0.00
City of Moss Point	Moss Point Properties, LLC	Utility Contract	13-19816-05	--	\$ 0.00
City of Pasadena	Zachry Industrial, Inc.	Utility Contract	10100005-06	--	\$ 0.00
City of Pasadena	Zachry Industrial, Inc.	Utility Contract	25305250-14	--	\$ 0.00
City of Pasadena	Zachry Industrial, Inc.	Utility Contract	25305400-10	--	\$ 0.00
City of Pasadena	Zachry Industrial, Inc.	Utility Contract	25305610-09	--	\$ 0.00
City of Pasadena	Zachry Industrial, Inc.	Utility Contract	25305810-15	--	\$ 0.00
City of Pasadena	Zachry Industrial, Inc.	Utility Contract	25306499-02	--	\$ 0.00
City of Pasadena	Zachry Industrial, Inc.	Utility Contract	25307400-07	--	\$ 0.00
City of Pasadena	Zachry Industrial, Inc.	Utility Contract	253505500-07	--	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
City of Port Arthur, Texas	Zachry Industrial, Inc.	Utility Contract	140101-00025416	--	\$ 0.00
City Public Service Board of San Antonio aka CPS Energy	Zachry Maintenance Services, LLC	Master Agreement	N/A	6/16/2017	\$ 0.00
City Public Service Board of San Antonio aka CPS Energy	Zachry Industrial, Inc.	Utility Contract	300-2142-072	--	\$ 0.00
City Public Service Board of San Antonio aka CPS Energy	Zachry Industrial, Inc.	Utility Contract	300-2142-555	--	\$ 0.00
City Public Service Board of San Antonio aka CPS Energy	Zachry Industrial, Inc.	Utility Contract	300-2142-558	--	\$ 0.00
City Public Service Board of San Antonio aka CPS Energy	Zachry Industrial, Inc.	Utility Contract	300-2144-720	--	\$ 0.00
City Public Service Board of San Antonio aka CPS Energy	Zachry Industrial, Inc.	Utility Contract	300-2148-959	--	\$ 0.00
City Public Service Board of San Antonio aka CPS Energy	Zachry Industrial, Inc.	Utility Contract	300-3327-332	--	\$ 0.00
City Public Service Board of San Antonio aka CPS Energy	Zachry Industrial, Inc.	Utility Contract	300-3327-332	--	\$ 0.00
City Public Service Board of San Antonio aka CPS Energy	Zachry Industrial, Inc.	Utility Contract	300-3347-400	--	\$ 0.00
City Public Service Board of San Antonio aka CPS Energy	Zachry Industrial, Inc.	Utility Contract	300-3347-400	--	\$ 0.00
City Wide Franchise Company, Inc. dba City Wide Maintenance	Zachry Industrial, Inc.	Master Services Agreement	532644	7/14/2020	\$ 0.00
Class One Professionals, LLC	Zachry Engineering Corporation	Engineering Services Agreement	N/A	5/8/2023	\$ 0.00
Classic Forms & Products, Inc.	Zachry Industrial, Inc.	Services Agreement	610240	2/9/2024	\$ 0.00
Cleaners of America	Zachry Industrial, Inc.	Service Agreement	570896	5/18/2022	\$ 31,231.77
Cleco Corporation	Zachry Industrial, Inc.	Miscellaneous Services Master Agreement	N/A	5/17/2021	\$ 0.00
CNT Transport, LLC	J.V. Industrial Companies, LLC	Master Line Haul Agreement	167884	2/8/2022	\$ 0.00
Comcast	Zachry Engineering Corporation	Services Agreement	8771403021799260	--	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Comcast	Zachry Nuclear Engineering, Inc.	Services Agreement	8773404060142000	--	\$ 0.00
Concord Marketing Solutions Inc.	Zachry Industrial, Inc.	Master Services Agreement	602245	9/28/2023	\$ 0.00
Concur Technologies Inc.	Zachry Holdings, Inc.	Business Services Agreement	101205ZACGRO6000	--	\$ 26,842.93
ConocoPhillips Company	Zachry Industrial, Inc.	Master Agreement - Support Services	320159	3/1/2017	\$ 0.00
Consolidated PWSD C-1	Madison Industrial Services Team, LLC	Utility Contract	143837	--	\$ 0.00
Contech Control Services, Inc.	J.V. Industrial Companies, LLC	Master Services Agreement	N/A	--	\$ 0.00
Cornerstone Chemical Company	Zachry Industrial, Inc.	Maintenance & Construction Services Agreement	N/A	10/27/2014	\$ 0.00
Corpus Christie Liquefaction, LLC	Zachry Industrial, Inc.	General Services and Maintenance between Corpus Christi Liquefaction, LLC and Zachry Industrial, Inc.	CCL-18-CRT-0001	5/21/2018	\$ 0.00
Crane Worldwide Logistics LLC	Zachry Industrial, Inc.	Master Transportation Logistics Services Agreement	543046	4/8/2021	\$ 0.00
Cust-O-Fab Specialty Services, LLC	J.V. Industrial Companies, LLC	Services Agreement	179345	1/27/2023	\$ 0.00
Cutter Technical Services LLC	Zachry Industrial, Inc.	Master Services Agreement	539847	11/17/2020	\$ 0.00
D&C Inspection Services, Inc.	Zachry Industrial, Inc.	Master Services Agreement	569162	4/28/2022	\$ 0.00
D&C Inspection Services, Inc.	Zachry Industrial, Inc.	Master Services Agreement	569164	4/28/2022	\$ 0.00
Daelim Industrial Co., Ltd.	Zachry Industrial, Inc.	Front End Engineering Design and Engineering, Procurement, and Construction Contract	CPC-32978	9/30/2019	\$ 0.00
Daelim Industrial Co., Ltd.	Zachry Industrial, Inc.	Joint Venture Agreement	CPC-32978	9/30/2019	\$ 0.00
Daelim Industrial Co., Ltd.	Zachry Industrial, Inc.	Letter of Intent	N/A	3/13/2019	\$ 0.00
Daelim Industrial Co., Ltd.	Zachry Industrial, Inc.	Parent Company Guarantee	N/A	9/27/2019	\$ 0.00
Daelim Industrial Co., Ltd.	Zachry Industrial, Inc.	Second Memorandum of Understanding between Zachry Industrial, Inc. and Daelim Industrial Co., Ltd.	N/A	3/19/2019	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Daelim USA, Inc.	Zachry Industrial, Inc.	Joint Venture Agreement	CPC-32978	9/30/2019	\$ 0.00
Daiohs USA, Inc.	J.V. Industrial Companies, LLC	Purchase Order	185718	9/5/2023	\$ 703.93
Daiohs USA, Inc.	J.V. Industrial Companies, LLC	Purchase Order	192732	5/1/2024	\$ 192.94
Daiohs USA, Inc.	Zachry Industrial, Inc.	Master Service Agreement	610440	2/9/2024	\$ 0.00
Daniella Gallardo Alanz dba Maid to Rest	J.V. Industrial Companies, LLC	Abbreviated Service Agreement	177690	11/17/2022	\$ 9,359.28
DARR Equipment LP	J.V. Industrial Companies, LLC	Master Services Agreement	167427	1/17/2022	\$ 0.00
Dean Snyder Construction	Zachry Engineering Corporation	Engineering Services Agreement	2021-446-18901-REV6	10/28/2021	\$ 0.00
Deztex Industrial Services, LLC dba RamTex	J.V. Industrial Companies, LLC	Master Subcontract Agreement	167557	1/24/2022	\$ 0.00
Diamond Green Diesel, LLC	J.V. Industrial Companies, LLC	Master Services Agreement	DG.21.WA.10219	11/8/2021	\$ 0.00
Diamond Green Diesel, LLC	Zachry Maintenance Services, LLC	Work Agreement	DG.18.WA.10127	8/1/2018	\$ 0.00
Diamond Shamrock Refining Company, L.P.	Zachry Maintenance Services, LLC	Multi-Site Work Agreement	CORP.15.MS.00002	3/9/2015	\$ 0.00
Diamond Shamrock Refining Company, L.P.	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Diamond Shamrock Refining Company, L.P.	Zachry Engineering Corporation	Multi-Site Engineering Services Agreement	MCAP.10.ES.00001	1/7/2010	\$ 0.00
DISA Global Solutions, Inc.	Zachry Industrial, Inc.	Master Services Agreement	530164	5/29/2020	\$ 0.00
Discovery Information Technologies, Inc.	Zachry Industrial, Inc.	Master Services Agreement	579869	12/5/2022	\$ 0.00
DL E&C Co., Ltd.	Zachry Industrial, Inc.	Professional Services Agreement	ZDJV-PS-DLENC-01	4/4/2022	\$ 0.00
DL USA, Inc.	JVIC Fabrication, LLC	Terms and Conditions of Purchase	600216	9/27/2023	\$ 0.00
DL USA, Inc.	Zachry Industrial, Inc.	Engineering, Procurement and Construction Contract	USGCII-CNCN-000E1	7/1/2022	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
DL USA, Inc.	Zachry Industrial, Inc.	Joint Venture Agreement between DL USA, Inc. and Zachry Industrial, Inc. (Zachry-DL Joint Venture) for Chevron Phillips Chemical Company LP USGC II Petrochemicals Project	N/A	4/4/2022	\$ 0.00
DL USA, Inc.	Zachry Industrial, Inc.	USGC II Polyethylene Engineering, Procurement and Construction Contract	N/A	7/7/2022	\$ 0.00
DL USA, Inc.	Zachry Industrial, Inc.	Front End Engineering Design and Engineering, Procurement and Construction Contract	N/A	--	\$ 0.00
DL USA, Inc.	Zachry Industrial, Inc.	Professional Services Agreement	ZDJV-PS-DLENC-01	4/4/2022	\$ 0.00
Dominion Energy South Carolina, Inc.	J.V. Industrial Companies, LLC	Utility Contract	2351461642	--	\$ 0.00
Dominion Energy South Carolina, Inc.	Zachry Maintenance Services, LLC	Terms and Conditions	N/A	1/26/2024	\$ 0.00
Domtar W.W. LLC	Madison Industrial Services Team, LLC	Agreement	N/A	6/1/2023	\$ 0.00
Doswell Energy Center	Zachry Industrial, Inc.	Terms and Conditions	N/A	10/8/2014	\$ 0.00
Doyle & Wachtstetter, Inc.	J.V. Industrial Companies, LLC	Agreement	N/A	--	\$ 0.00
Duke Energy	Zachry Engineering Corporation	Utility Contract	910034803718	--	\$ 0.00
Dunn Heat Exchanger	J.V. Industrial Companies, LLC	General Terms and Conditions	N/A	4/16/2018	\$ 0.00
Dyno Nobel, Inc.	Zachry Engineering Corporation	Service Agreement	N/A	2/24/2024	\$ 0.00
Dyno Nobel, Inc.	Madison Industrial Services Team, LLC	Professional Services Agreement	DNA004756	12/19/2022	\$ 0.00
Dyno Nobel, Inc.	J.V. Industrial Companies, LLC	Purchase Agreement for Services	DNA000693	3/4/2022	\$ 0.00
E. I. du Pont de Nemours and Company	Zachry Engineering Corporation	Agreement	N/A	--	\$ 0.00
Egar Inc.	Zachry Industrial, Inc.	Rental Agreement	604806	11/7/2023	\$ 1,589.29
Egar Inc.	Zachry Industrial, Inc.	Purchase Order	606561	12/4/2023	\$ 25,005.59
Egar Inc.	Zachry Industrial, Inc.	Rental Agreement	615023	4/23/2024	\$ 1,010.04

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Element Critical	Zachry Holdings, Inc.	Sales Order	COMM	1/3/2022	\$ 0.00
Element Fleet Corporation	Zachry Industrial, Inc.	Master Lease Agreement	559509	7/1/2008	\$ 0.00
Element Fleet Corporation	Zachry Industrial, Inc.	Master Services Agreement	567208	3/30/2022	\$ 0.00
Element Fleet Corporation	Zachry Maintenance Services, LLC	Vehicle Fleet Open-End Lease Agreement	567208	4/18/2022	\$ 0.00
Element Fleet Corporation	Zachry Industrial, Inc.	Master Services Agreement	N/A	7/1/2008	\$ 0.00
Employers & Operating Engineers Local 520 Pension Fund	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00
Enduro Composites	J.V. Industrial Companies, LLC	Master Services Agreement	N/A	--	\$ 0.00
EnergyLink Corp.	Zachry Industrial, Inc.	Subcontract Agreement	563245	3/28/2022	\$ 0.00
ENGIE North America fka GDF SUEZ Energy North America, Inc.	Zachry Industrial, Inc.	Parts, Supplies and Materials Contract Form (Including Labor) Terms and Conditions	N/A	7/27/2016	\$ 0.00
Engie Resources LLC	J.V. Industrial Companies, LLC	Utility Contract	103377	--	\$ 0.00
Engie Resources LLC	J.V. Industrial Companies, LLC	Utility Contract	103379	--	\$ 0.00
Engie Resources LLC	J.V. Industrial Companies, LLC	Utility Contract	103383	--	\$ 0.00
Engie Resources LLC	J.V. Industrial Companies, LLC	Utility Contract	103384	--	\$ 0.00
Engie Resources LLC	J.V. Industrial Companies, LLC	Utility Contract	103385	--	\$ 0.00
Engie Resources LLC	J.V. Industrial Companies, LLC	Utility Contract	103386	--	\$ 0.00
Engie Resources LLC	J.V. Industrial Companies, LLC	Utility Contract	103998	--	\$ 0.00
Engie Resources LLC	Zachry Industrial, Inc.	Utility Contract	260566	--	\$ 0.00
Engie Resources LLC	Zachry Industrial, Inc.	Utility Contract	267893	--	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Engie Resources LLC	Zachry Industrial, Inc.	Utility Contract	267895	--	\$ 0.00
Engie Resources LLC	Zachry Industrial, Inc.	Utility Contract	267896	--	\$ 0.00
Engie Resources LLC	Zachry Industrial, Inc.	Utility Contract	267897	--	\$ 0.00
Engie Resources LLC	Zachry Industrial, Inc.	Utility Contract	267898	--	\$ 0.00
Engie Resources LLC	Zachry Industrial, Inc.	Utility Contract	267899	--	\$ 0.00
Engie Resources LLC	Zachry Industrial, Inc.	Utility Contract	267900	--	\$ 0.00
Engie Resources LLC	Zachry Industrial, Inc.	Utility Contract	267901	--	\$ 0.00
Engie Resources LLC	Zachry Industrial, Inc.	Utility Contract	267902	--	\$ 0.00
Engie Resources LLC	Zachry Industrial, Inc.	Utility Contract	267903	--	\$ 0.00
Engie Resources LLC	Zachry Engineering Corporation	Utility Contract	210326415	--	\$ 0.00
Engie Resources LLC	Zachry Engineering Corporation	Utility Contract	582005591	--	\$ 0.00
Engie Resources LLC	Zachry Engineering Corporation	Utility Contract	2294338204	--	\$ 0.00
Engie Resources LLC	Zachry Engineering Corporation	Utility Contract	3342819928	--	\$ 0.00
Engie Resources LLC	J.V. Industrial Companies, LLC	Utility Contract	N/A	--	\$ 0.00
Engie Resources LLC	J.V. Industrial Companies, LLC	Utility Contract	N/A	--	\$ 0.00
Engie Resources LLC	J.V. Industrial Companies, LLC	Utility Contract	0000103376(228#1)	--	\$ 0.00
Engie Resources LLC	J.V. Industrial Companies, LLC	Utility Contract	103381(217)	--	\$ 0.00
Engineering Physics Services Inc.	Zachry Industrial, Inc.	Service Agreement	612705	3/14/2024	\$ 14,578.34

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Entergy Corporation	Madison Industrial Services Team, LLC	Utility Contract	100580698	--	\$ 0.00
Entergy Corporation	Zachry Industrial, Inc.	Utility Contract	163428394	--	\$ 0.00
Entergy Corporation	Zachry Industrial, Inc.	Utility Contract	168106326	--	\$ 0.00
Entergy Corporation	Zachry Industrial, Inc.	Utility Contract	171816986	--	\$ 0.00
Entergy Corporation	Zachry Industrial, Inc.	Utility Contract	197206667	--	\$ 0.00
Enterprise Fleet Services	Zachry Industrial, Inc.	Master Walkaway Lease Agreement	454102	2/16/2018	\$ 0.00
Enterprise Fleet Services	Zachry Engineering Corp.	Amended and Restated Master Equity Lease Agreement	474699	10/25/2010	\$ 0.00
Enterprise Fleet Services	J.V. Industrial Companies, LLC	Open-End (Equity) Lease Schedule	JVA-0660	8/12/2021	\$ 0.00
Enterprise Fleet Services	J.V. Industrial Companies, LLC	Open-End (Equity) Lease Schedule	JVA-0661	10/6/2021	\$ 0.00
Enterprise Fleet Services	J.V. Industrial Companies, LLC	Open-End (Equity) Lease Schedule	JVA-0666	2/14/2023	\$ 0.00
Enterprise Fleet Services	J.V. Industrial Companies, LLC	Open-End (Equity) Lease Schedule	JVA-0667	4/17/2023	\$ 0.00
Enterprise Fleet Services	J.V. Industrial Companies, LLC	Open-End (Equity) Lease Schedule	JVA-0668	4/17/2023	\$ 0.00
Enterprise Fleet Services	J.V. Industrial Companies, LLC	Open-End (Equity) Lease Schedule	JVA-0671	8/7/2023	\$ 0.00
Enterprise FM Trust	J.V. Industrial Companies, LLC	Master Equity Lease Agreement	474699	9/14/2010	\$ 0.00
Enterprise Leasing Company of Houston dba Enterprise Fleet Services	J.V. Industrial Companies, LLC	Agreement	N/A	--	\$ 0.00
EnviroCon Systems, Inc.	J.V. Industrial Companies, LLC	Master Services Agreement	N/A	--	\$ 0.00
Epic Scaffold, LLC dba Epic Scaffold Solutions	J.V. Industrial Companies, LLC	Master Services Agreement	160535	7/22/2021	\$ 0.00
Equistar Chemicals, LP	J.V. Industrial Companies, LLC	Master Field Services Agreement	CW2275399	8/1/2018	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Erickson Immigration Group PC	Zachry Industrial, Inc.	Master Services Agreement	608684	--	\$ 0.00
eVerge Group LLC	Zachry Enterprise Solutions, LLC	Consulting Scope of Work	603377	--	\$ 0.00
eVerge Group LLC	Zachry Enterprise Solutions, LLC	Consulting Scope of Work	605956	10/19/2021	\$ 765,000.00
Eversource Energy (The Connecticut Light & Power Company)	Zachry Nuclear Engineering, Inc.	Utility Contract	51235719069	--	\$ 0.00
Eversource Energy (The Connecticut Light & Power Company)	Zachry Nuclear Engineering, Inc.	Utility Contract	519415955017	--	\$ 0.00
Exelon Generation Company LLC	Zachry Industrial, Inc.	Terms and Conditions	N/A	7/29/2014	\$ 0.00
ExxonMobil Global Services Company	J.V. Industrial Companies, LLC	Heat Exchangers Only Standard Procurement Agreement	N/A	4/23/2018	\$ 0.00
ExxonMobil Global Services Company	Zachry Engineering Corporation	Engineering Services Agreement	A2363749	10/31/2018	\$ 0.00
ExxonMobil Global Services Company	J.V. Industrial Companies, LLC	Standard Procurement Agreement	A2640335	10/1/2016	\$ 0.00
ExxonMobil Global Services Company	Zachry Maintenance Services, LLC	Standard Procurement Agreement for Downstream or Chemical Services with Incidental Goods	A2443570	2/1/2014	\$ 0.00
F&M Mafco, Inc.	Zachry Industrial, Inc.	Master Crane Rental Services Agreement	508312	10/3/2019	\$ 0.00
Fagioli, Inc.	Zachry Industrial, Inc.	Master Crane with Operator Services Agreement	535509	8/24/2020	\$ 0.00
Fagioli, Inc.	Zachry Industrial, Inc.	Master Crane Rental Bare Rental Agreement	586690	2/28/2023	\$ 0.00
Fastenal Company	Zachry Industrial, Inc.	Master Purchase Agreement	491486	3/4/2019	\$ 0.00
Ferrara Transport Services, LLC	Zachry Industrial, Inc.	Master Carrier / Shipper Transportation Agreement	607647	1/18/2024	\$ 0.00
Fircroft Engineering Services Ltd.	Zachry Industrial, Inc.	Master Services Agreement	503117	7/5/2019	\$ 0.00
Fiscella Building Services, Inc.	Zachry Engineering Corporation	Service Agreement	601604	9/19/2023	\$ 460.68
Flexera Software LLC	Zachry Holdings, Inc.	Purchase Order	535409	5/17/2020	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Flexera Software LLC	Zachry Holdings, Inc.	Purchase Order	555521	5/16/2021	\$ 0.00
Flexera Software LLC	Zachry Holdings, Inc.	Purchase Order	576104	8/23/2022	\$ 0.00
Flexera Software LLC	Zachry Holdings, Inc.	Purchase Order	603697	10/23/2023	\$ 0.00
Flint Hills	J.V. Industrial Companies, LLC	Field Services Agreement	5894	9/5/2011	\$ 0.00
Flint Hills Resources, LP, et al.	Zachry Engineering Corporation	Agreement	N/A	--	\$ 0.00
Florida Department of Environmental Protection	Zachry Industrial, Inc.	Agreement	N/A	--	\$ 0.00
Florida Department of Environmental Protection	Zachry Industrial, Inc.	Agreement	N/A	--	\$ 0.00
Formosa Plastics	J.V. Industrial Companies, LLC	Field Services Agreement	F36-2S-V6GER	6/14/2021	\$ 0.00
FPS, LP dba Office Furniture Connection	Zachry Industrial, Inc.	Master Services Agreement	524370	3/6/2020	\$ 0.00
Fracht FWO, Inc.	Zachry Industrial, Inc.	Master Services Agreement	542420	12/16/2020	\$ 0.00
Freeport LNG Development, L.P.	J.V. Industrial Companies, LLC	Master Services Agreement for Development	N/A	11/12/2019	\$ 0.00
Freeport LNG Development, L.P.	J.V. Industrial Companies, LLC	Master Services Agreement for Expansion	N/A	11/14/2018	\$ 0.00
Freeport LNG Development, L.P.	Zachry Maintenance Services, LLC	Services Agreement for Time and Materials Work	N/A	7/1/2019	\$ 0.00
Frontier Communications	Zachry Nuclear Engineering, Inc.	Services Agreement	860-535-8583-071511-5	--	\$ 0.00
Frontier Communications	Zachry Industrial, Inc.	Services Agreement	979-822-6523-081310-5	--	\$ 0.00
Fulkrum Technical Resources, Ltd.	Zachry Industrial, Inc.	Master Services Agreement	569784	5/11/2022	\$ 0.00
Furniture Marketing Group, Inc.	Zachry Industrial, Inc.	Master Services Agreement	489124	1/22/2019	\$ 0.00
Furniture Marketing Group, Inc.	Zachry Industrial, Inc.	Master Services Agreement ORDER AGAINST MSA NO. 489124 PER QUOTE NO. 1W6992.020	569141	4/20/2022	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Gajeske, Inc.	Zachry Industrial, Inc.	Master Equipment Rental Agreement	586099	2/15/2023	\$ 0.00
Garcia Professional Cleaning	Zachry Industrial, Inc.	Service Agreement	613807	5/7/2024	\$ 0.00
Gartner, Inc.	Zachry Industrial, Inc.	Master Services Agreement	611861	2/29/2024	\$ 48,056.50
Gartner, Inc.	Zachry Industrial, Inc.	Master Services Agreement	611871	2/29/2024	\$ 70,824.24
Gate Services & Supply LLC	Zachry Industrial, Inc.	Purchase Order	613756	4/1/2024	\$ 243.56
Gelco Corporation dba GE Fleet Services	Zachry Industrial, Inc.	Master Services Agreement	559509	7/1/2008	\$ 0.00
Gelco Fleet Trust	Zachry Industrial, Inc.	Vehicle Lease Agreement	17329LS (VIN: 1GCEC19V97Z176066)	12/1/2006	\$ 0.00
Gelco Fleet Trust	Zachry Industrial, Inc.	Vehicle Lease Agreement	17329LS (VIN: 1GCRCPEH9EZ354737)	11/1/2014	\$ 0.00
Gelco Fleet Trust	Zachry Industrial, Inc.	Vehicle Lease Agreement	17329LS (VIN: 3GCPCPEC4EG420767)	12/1/2014	\$ 0.00
Gelco Fleet Trust	Zachry Industrial, Inc.	Vehicle Lease Agreement	17329LS (VIN: 1GB4CYC89FF186544)	1/1/2015	\$ 0.00
Gelco Fleet Trust	Zachry Industrial, Inc.	Vehicle Lease Agreement	17329LS (VIN: 1GB4KYC80FF601849)	6/1/2015	\$ 0.00
Gelco Fleet Trust	Zachry Industrial, Inc.	Vehicle Lease Agreement	17329LS (VIN: 1GC1KUEG7FF546361)	11/1/2015	\$ 0.00
Gelco Fleet Trust	Zachry Industrial, Inc.	Vehicle Lease Agreement	17329LS (VIN: 1GC1KUEG3FF545689)	11/1/2015	\$ 0.00
Gelco Fleet Trust	Zachry Maintenance Services, LLC	Master Lease Agreement	N/A	--	\$ 0.00
Gelco Fleet Trust	Zachry Maintenance Services, LLC	Master Services Agreement	N/A	--	\$ 0.00
Gelco Fleet Trust	Zachry Maintenance Services, LLC	Vehicle Fleet Open-End Lease Agreement	N/A	--	\$ 0.00
Gelco Fleet Trust	Zachry Maintenance Services, LLC	Vehicle Lease Agreement	1000263LS (VIN: 1GNFC13088R168583)	2/1/2008	\$ 0.00
Gelco Fleet Trust	Zachry Maintenance Services, LLC	Vehicle Lease Agreement	1000263LS (VIN: 1GCRCPEA9BZ386733)	11/1/2011	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Gelco Fleet Trust	Zachry Maintenance Services, LLC	Vehicle Lease Agreement	1000263LS (VIN: 1GCNCPECXEZ409750)	12/1/2014	\$ 0.00
Georgia Pacific LLC	Madison Industrial Services Team, LLC	Continuing Services Agreement	PCG052413	6/10/2013	\$ 0.00
Georgia Power Company	Zachry Maintenance Services, LLC	Agreement for Miscellaneous Core Maintenance Work	14-48852-MB-GPC	6/25/2023	\$ 0.00
GFL Plant Services LP	Zachry Industrial, Inc.	Service Agreement	573166	6/23/2022	\$ 0.00
GFL Plant Services LP	Zachry Industrial, Inc.	Service Agreement	582667	12/16/2022	\$ 0.00
GFL Plant Services LP	Zachry Industrial, Inc.	Purchase Order	608613	1/15/2024	\$ 0.00
Glaize Creek Sewer District	Madison Industrial Services Team, LLC	Utility Contract	N/A	--	\$ 0.00
Glesby Marks Ltd.	Madison Industrial Services Team, LLC	Master Vehicle Lease Agreement	01.54350.A1	7/21/2016	\$ 0.00
Glesby Marks Ltd.	J.V. Industrial Companies, LLC	Master Vehicle Lease Agreement	01.47826.A1	1/21/2010	\$ 68,241.69
Global Tax Network US, LLC	Zachry Holdings, Inc.	Engagement Letter	598696	8/8/2023	\$ 0.00
Golden Spread Electric Cooperative, Inc.	Zachry Industrial, Inc.	Terms and Conditions	N/A	1/24/2013	\$ 0.00
Golden Triangle Polymers Company LLC	Zachry Industrial, Inc.	Front End Engineering Design and Engineering, Procurement and Construction Contract	CPC-32807	9/18/2019	\$ 0.00
Golden Triangle Polymers Company LLC	Zachry Industrial, Inc.	Front End Engineering Design and Engineering, Procurement and Construction Contract	CPC-32978	9/30/2019	\$ 0.00
Golden Triangle Polymers Company LLC	Zachry Industrial, Inc.	Engineering, Procurement and Construction Contract	USGC-CNCN-000E4	7/7/2022	\$ 0.00
Golden Triangle Polymers Company LLC	Zachry Industrial, Inc.	Engineering, Procurement and Construction Contract	USGCII-CNCN-000E1	7/1/2022	\$ 0.00
Greater Ouachita Water Company	Madison Industrial Services Team, LLC	Utility Contract	50820011529	--	\$ 0.00
Greenwich Inc.	Zachry Enterprise Solutions, LLC	Services Agreement	593394	8/1/2023	\$ 0.00
Greenwich, Inc. dba Commercial Kitchen Parts and Service, LLC	Zachry Industrial, Inc.	Master Agreement	593394	8/1/2023	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Greenwich, LLC	Zachry Enterprise Solutions, LLC	Service Agreement	593394	8/1/2023	\$ 0.00
Groves Equipment Rental Co., Inc.	J.V. Industrial Companies, LLC	Order (Service)	188468	12/13/2023	\$ 0.00
Groves Equipment Rental Co., Inc.	Zachry Industrial, Inc.	Master Crane Rental Services Agreement	526953	6/10/2020	\$ 0.00
Gruene Environmental Companies, LLC	Zachry Industrial, Inc.	Master Services Agreement	524613	3/17/2020	\$ 0.00
GT Weld Testing, LLC	Zachry Industrial, Inc.	Master Services Agreement	534198	8/14/2020	\$ 0.00
Gulf Coast Boilers	Zachry Industrial, Inc.	Master Services Agreement	525678	3/24/2020	\$ 0.00
Gulf Coast Growth Ventures LLC	Zachry Industrial, Inc.	Agreement	N/A	--	\$ 0.00
Gunn Chevrolet	Zachry Industrial, Inc.	Qualified Fleet Agreement	450898	1/22/2018	\$ 0.00
Hartford Steam Boiler Inspection and Insurance Company	Zachry Industrial, Inc.	Service Agreement	451168	1/24/2018	\$ 0.00
Hartford Steam Boiler Inspection and Insurance Company	Zachry Constructors, LLC	Service Agreement	551738	6/7/2021	\$ 0.00
Hartford Steam Boiler Inspection and Insurance Company	J.V. Industrial Companies, LLC	Service Agreement	N/A	--	\$ 0.00
Helmcamp	Madison Industrial Services Team, LLC	Subcontract	4618	11/3/2023	\$ 0.00
Hemlock Semiconductor Operations LLC	Zachry Engineering Corporation	Service Agreement	N/A	--	\$ 0.00
Herc Rentals, Inc.	Zachry Industrial, Inc.	Master Equipment Rental Agreement	608492	7/12/2021	\$ 0.00
Herc Rentals, Inc.	Zachry Industrial, Inc.	Master Equipment Rental Agreement	538362-FIELD	7/12/2021	\$ 0.00
Hewlett-Packard Financial Services Co.	Zachry Holdings, Inc.	Master Lease and Financing Agreement	100606	4/23/2021	\$ 430,101.57
Hewlett-Packard Financial Services Co.	Zachry Holdings, Inc.	Customer Portal Agreement	N/A	4/23/2021	\$ 0.00
Hoisting Engineers Pension Fund Local 513	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Holly Energy Partners - Operating L.P.	Zachry Industrial, Inc.	Master Services Agreement	CW2257131	1/6/2016	\$ 0.00
Holly Energy Partners - Operating L.P.	J.V. Industrial Companies, LLC	Master Services Agreement	HEP-CW2289229	9/17/2019	\$ 0.00
HollyFrontier Corporation	J.V. Industrial Companies, LLC	Master Services Agreement	N/A	10/23/2018	\$ 0.00
HollyFrontier Corporation	J.V. Industrial Companies, LLC	Master Services Agreement	CH120016	8/15/2012	\$ 0.00
HollyFrontier Tulsa Refining, LLC	J.V. Industrial Companies, LLC	Master Services Agreement	CW2220035	--	\$ 0.00
HollyFrontier Tulsa Refining, LLC	Zachry Engineering Corporation	Master Professional Services Agreement	TU11098	9/26/2011	\$ 0.00
HollyFrontier Tulsa Refining, LLC	Zachry Industrial, Inc.	Master Services Agreement	WX11210	6/4/2014	\$ 0.00
Holt Texas, Ltd. dba Holt Cat	Zachry Industrial, Inc.	Master Equipment Rental Agreement	535483	8/24/2020	\$ 0.00
Holt Texas, Ltd. dba Holt Crane and Equipment	Zachry Industrial, Inc.	Master Crane Rental Services Agreement	521270	2/26/2020	\$ 0.00
Honeywell International Inc.	Zachry Engineering Corporation	Master Services Agreement	N/A	7/1/2013	\$ 0.00
Houston NFL Holdings L.P.	Zachry Holdings, Inc.	Stadium Suite Lease Agreement	608149	1/11/2024	\$ 0.00
Houston Refining LP	J.V. Industrial Companies, LLC	Master Field Services Agreement	CW2275399	8/1/2018	\$ 0.00
HTS AmeriTek	Zachry Industrial, Inc.	Master Services Agreement	442981	10/30/2017	\$ 0.00
Hunter Crane & Equipment	J.V. Industrial Companies, LLC	Master Services Agreement	N/A	--	\$ 0.00
iCIMS	Zachry Industrial, Inc.	Amendment Order Form	N/A	12/7/2023	\$ 0.00
Ideagen Technology Ltd.	Zachry Industrial, Inc.	Purchase Order	614604	4/29/2024	\$ 473.99
IJC-HRS Staffing LLC	Zachry Industrial, Inc.	Master Services Agreement	602755	10/9/2023	\$ 0.00
Industrial Air Services Inc.	Zachry Industrial, Inc.	Service Agreement	586385	2/16/2023	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Industrial Measurement Solutions LLC	Zachry Engineering, Corp.	Purchase Order	621071	8/6/2024	\$ 0.00
Ineos Olefins & Polymers USA	Zachry Industrial, Inc.	Maintenance Services Agreement	HOU0900284	7/6/2009	\$ 0.00
Ineos Styrolution	J.V. Industrial Companies, LLC	Services Agreement	SA-GC-13-0084	10/27/2013	\$ 0.00
Infinity Auto Express, Inc.	Zachry Industrial, Inc.	Master Line Haul Agreement	554270	7/22/2021	\$ 0.00
Innophos, Inc.	Zachry Engineering Corporation	Services Agreement	N/A	8/13/2008	\$ 0.00
Innovative Heat Treatment Solutions Inc.	Zachry Industrial, Inc.	Master Services Agreement	542156	1/11/2021	\$ 0.00
Inspection Specialists, Inc.	Zachry Industrial, Inc.	Master Services Agreement	571675	7/15/2022	\$ 0.00
Integrated Power Co.	Zachry Industrial, Inc.	Subcontract Agreement	562438	1/17/2022	\$ 0.00
Intelliwave Technologies Inc.	Zachry Industrial, Inc.	Master Services Agreement	517638	12/19/2019	\$ 0.00
International Paper Company	Zachry Maintenance Services, LLC	Services Contract	7444-ZAC2203GMRS-BC	7/1/2022	\$ 0.00
International SOS	Zachry Industrial, Inc.	Service Agreement	610428	2/9/2024	\$ 0.00
International SOS	Zachry Industrial, Inc.	Service Agreement	611734	2/28/2024	\$ 99,917.93
Invista, Inc.	Zachry Industrial, Inc.	Site - Construction and Maintenance Services (SCMS) Agreement	0325-304	4/26/2004	\$ 0.00
Invista, Inc.	J.V. Industrial Companies, LLC	Master Agreement	CSA-00862-CS	9/7/2005	\$ 0.00
Iowa Fertilizer Company, LLC	J.V. Industrial Companies, LLC	Master Services Agreement	21-160-JV	12/9/2021	\$ 0.00
IRISNDT, Inc.	J.V. Industrial Companies, LLC	Master Service Agreement	187497	2/7/2024	\$ 0.00
Iron Mountain Information Management, LLC	Zachry Industrial, Inc.	Master Services Agreement	SERV	10/15/2020	\$ 64,920.10
IWS Gas and Supply of Texas, Ltd.	J.V. Industrial Companies, LLC	Master Purchase Agreement	137947	11/15/2019	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
JAS Forwarding (USA) Inc	Zachry Industrial, Inc.	Master Logistics Services Agreement	521470	6/16/2020	\$ 0.00
JGC America, Inc.	Zachry Industrial, Inc.	Joint Venture Agreement	N/A	2/28/2023	\$ 0.00
Joyce Steel Erection, LLC	Zachry Industrial, Inc.	Master Crane with Operator Services Agreement	559605	11/1/2021	\$ 0.00
Kellogg Brown & Root LLC	Zachry Industrial, Inc.	Limited Liability Company Agreement	N/A	4/21/2021	\$ 0.00
Kellogg Brown & Root LLC	Zachry Industrial, Inc.	Limited Liability Company Agreement of KZJV LLC	N/A	3/16/2021	\$ 0.00
Kellogg Brown & Root LLC	Zachry Industrial, Inc.	ESA Subcontract	N116-KBR-ZII-ESA-001	9/15/2022	\$ 0.00
Knight Security Systems, LLC	Zachry Industrial, Inc.	Master Services Agreement	520875	2/5/2020	\$ 0.00
KZJV LLC	Zachry Industrial, Inc.	Limited Liability Company Agreement for KZJV LLC	N/A	3/16/2021	\$ 0.00
KZJV LLC	Zachry Industrial, Inc.	Second Amended and Restated Engineering, Procurement, and Construction Agreement	N/A	1/7/2022	\$ 0.00
KZJV LLC	JVIC Fabrication, LLC	Purchase Order	PLVG-MO19-PPI030	6/30/2024	\$ 0.00
KZJV Venture Global Plaquemines LNG Project Field Work	J.V. Industrial Companies, LLC	Services Agreement	M019-AGR-KZV-00075	10/1/2023	\$ 0.00
Laborers Pension Trust Plan For Northern California	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00
Landstar Inway, Inc.	Zachry Industrial, Inc.	Master Line Haul Agreement	509042	9/24/2019	\$ 0.00
Landstar Ranger, Inc.	Zachry Industrial, Inc.	Master Line Haul Agreement	492565	3/8/2019	\$ 0.00
LanzaJet, Inc.	Zachry Engineering Corporation	Master Agreement	N/A	10/18/2021	\$ 0.00
LCY Elastomers	J.V. Industrial Companies, LLC	General Terms and Conditions	N/A	2/5/2020	\$ 0.00
Lender Protective Services Inc.	Zachry Industrial, Inc.	Service Agreement	580790	11/15/2022	\$ 0.00
Lift Source Machinery, Ltd.	Zachry Industrial, Inc.	Master Crane Rental Services Agreement	585543	2/13/2023	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
LinkedIn Corporation	Zachry Industrial, Inc.	Hiring Enterprise Program	582902	12/19/2022	\$ 49,589.70
LinkedIn Corporation	Zachry Industrial, Inc.	Order FLD9463487904	614305	4/9/2024	\$ 3,765.76
Liquid Environmental Solutions of Texas, LLC	Zachry Industrial, Inc.	Services Agreement	557274	9/23/2021	\$ 0.00
Louisiana Machinery Company, LLC dba Louisiana Cat	Zachry Industrial, Inc.	Master Equipment Rental Agreement	568240	4/11/2022	\$ 0.00
Louisiana Radio Communications, Inc.	Zachry Industrial, Inc.	Rental Agreement	602163	9/27/2023	\$ 1,180.29
Louisiana Radio Communications, Inc.	Zachry Industrial, Inc.	Rental Agreement	613085	3/19/2024	\$ 2,089.00
Lyondell Basell	Zachry Industrial, Inc.	Master Field Services Agreement	MA-00322-2014	--	\$ 0.00
Lyondell Chemical Company	J.V. Industrial Companies, LLC	Master Field Services Agreement	CW2275399	8/1/2018	\$ 0.00
LyondellBasell Acetyls, LLC	J.V. Industrial Companies, LLC	Master Field Services Agreement	CW2275399	8/1/2018	\$ 0.00
Marathon Petroleum Company LP	J.V. Industrial Companies, LLC	Master Services Agreement	CW2248090	3/5/2020	\$ 0.00
Matheson Tri-Gas Inc.	Zachry Industrial, Inc.	Blanket Release Services Agreement	594639	5/17/2024	\$ 0.00
Maxim Crane Works, L.P.	Zachry Industrial, Inc.	Master Services Agreement	426568	--	\$ 0.00
Mayflower Transit, LLC	Zachry Industrial, Inc.	Services Agreement	508624	3/19/2020	\$ 0.00
McGrath RentCorp	Zachry Industrial, Inc.	Service Agreement	584237	1/18/2023	\$ 537,308.50
McGrath RentCorp	Zachry Industrial, Inc.	Rental Agreement	588397	2/17/2023	\$ 25,786.35
McGrath RentCorp	Zachry Industrial, Inc.	Rental Agreement	230033456	--	\$ 0.00
McGrath RentCorp	Zachry Industrial, Inc.	Rental Agreement	230033513	--	\$ 0.00
McGrath RentCorp	Zachry Industrial, Inc.	Rental Agreement	230034013	--	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
MCI (Verizon)	Zachry Industrial, Inc.	Services Agreement	8639275473	--	\$ 0.00
McMahan Services, Ltd.	Zachry Industrial, Inc.	McMahan Services, Ltd.	540876	12/8/2020	\$ 0.00
MCR Acquisition Company, LLC dba Marks Crane & Rigging	Zachry Industrial, Inc.	Master Crane with Operator Services Agreement	562555	1/28/2022	\$ 0.00
MeGlobal Americas, Inc.	J.V. Industrial Companies, LLC	Master Services Agreement	N/A	12/15/2019	\$ 0.00
MeGlobal Americas, Inc.	J.V. Industrial Companies, LLC	Master Services Agreement	N/A	12/15/2019	\$ 0.00
Mesa Laboratories	Zachry Industrial, Inc.	Master Services Agreement	609984	2/6/2024	\$ 626.57
Metalogic Inspection Services (Southwest), LLC dba NDT Pro	Zachry Industrial, Inc.	Master Services Agreement	555880	8/25/2021	\$ 0.00
Miller Truck Lines, LLC	J.V. Industrial Companies, LLC	Master Line Haul Agreement	153902	2/10/2021	\$ 0.00
Miner Ltd.	Zachry Industrial, Inc.	Service Agreement	586177	4/5/2023	\$ 0.00
Mississippi Power	Moss Point Properties, LLC	Utility Contract	02677-16049	--	\$ 0.00
Mississippi Power	Moss Point Properties, LLC	Utility Contract	29316-76043	--	\$ 0.00
Mississippi Power	Moss Point Properties, LLC	Utility Contract	32661-67045	--	\$ 0.00
Mississippi Power	Moss Point Properties, LLC	Utility Contract	67531-66037	--	\$ 0.00
Mistras Group, Inc.	J.V. Industrial Companies, LLC	Master Service Agreement	187695	1/19/2024	\$ 0.00
Mobile Modular Management	Zachry Industrial, Inc.	Subcontract Agreement	573170	6/23/2022	\$ 0.00
Moffitt Caswell Southern Trucking, LLC	J.V. Industrial Companies, LLC	Master Line Haul Agreement	148411	8/24/2020	\$ 0.00
Momentum Building Services LLC	Zachry Industrial, Inc.	Service Agreement	601809	9/21/2023	\$ 3,760.96
Momentum Building Services, LLC	Zachry Industrial, Inc.	Master Services Agreement	550272	5/10/2021	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Monsanto Company	Zachry Industrial, Inc.	Master Agreement	N/A	7/31/2025	\$ 0.00
Monsanto Company	Zachry Industrial, Inc.	Master Agreement	N/A	9/1/2013	\$ 0.00
Monsanto Company	Zachry Engineering Corporation	Services Agreement	N/A	4/10/2013	\$ 0.00
Monsanto Company	Zachry Industrial, Inc.	Services Agreement	N/A	9/1/2013	\$ 0.00
Monsanto Company	Zachry Industrial, Inc.	Statement of Work for Services on Premises (Waco, NE)	N/A	11/20/2023	\$ 0.00
Monsanto Company	Zachry Industrial, Inc.	Statement of Work for Services on Premises (Luling, LA)	MA 01 SEP 2013	9/1/2013	\$ 0.00
Monsanto Company	Zachry Industrial, Inc.	Agreement for Services (Soda Springs, ID)	Agreement for Services 21 SEP 2015	9/21/2015	\$ 0.00
Monsanto Company	Zachry Industrial, Inc.	Statement of Work for Services on Premises (Marana, AZ)	MA 01 AUG 16 2021	8/16/2021	\$ 0.00
Monsanto Company	Zachry Industrial, Inc.	Statement of Work for Services on Premises (Lubbock, TX)	MA 01 JAN 18 2019	1/18/2019	\$ 0.00
Monsanto Company	Zachry Industrial, Inc.	Statement of Work for Services on Premises (Grinnell, IA)	MA 01 NOV 19 2020	10/19/2020	\$ 0.00
Murphy Exploration & Production Company	Zachry Engineering Corporation	Master Professional Technical Services Agreement	MPTS-0006-MEPU-EFS	10/30/2012	\$ 0.00
Mustang Rentals	Zachry Industrial, Inc.	Blanket Agreement	484306	6/27/2022	\$ 0.00
Mustang Rentals	Zachry Industrial, Inc.	Blanket Agreement	583716	1/11/2023	\$ 0.00
NDE Incorporated	J.V. Industrial Companies, LLC	Master Services Agreement	159491	6/2/2021	\$ 0.00
Nebraska Iowa Supply Co Inc.	Zachry Industrial, Inc.	Professional Services Agreement	569370	4/28/2022	\$ 0.00
Nebraska Iowa Supply Co Inc.	Zachry Industrial, Inc.	Professional Services Agreement	569371	4/28/2022	\$ 0.00
New Jersey Building Laborers Statewide Pension Fund	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00
Nippon Chemical Texas Inc.	J.V. Industrial Companies, LLC	General Terms and Conditions	N/A	10/3/2013	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Norconsult Informasjonssystemer AS	Zachry Industrial, Inc.	Master Services Agreement	526763	5/1/2020	\$ 0.00
Norrell Construction, Inc.	Zachry Industrial, Inc.	Master Services Agreement	563535	2/25/2022	\$ 0.00
North America Delta Energy Services, Inc.	Zachry Industrial, Inc.	Master Services Agreement	589272	6/2/2023	\$ 0.00
North American Video Corporation dba NAVCO Security Systems	Zachry Industrial, Inc.	Master Services Agreement	581037	3/22/2023	\$ 0.00
Northern California Pipe Trades Pension Plan	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00
Nouryon Pulp & Performance Chemicals LLC	Zachry Engineering Corporation	Engineering and Procurement Services Agreement	N/A	1/30/2023	\$ 0.00
Nouryon Surface Chemistry LLC	Zachry Engineering Corporation	Engineering Services Agreement	N/A	2/10/2021	\$ 0.00
Nouryon Surface Chemistry LLC	Zachry Engineering Corporation	Engineering, Procurement and Construction Management Services Agreement	N/A	4/4/2022	\$ 0.00
NRG Texas Power, LLC	Zachry Industrial, Inc.	Terms and Conditions (Miscellaneous Construction Services) for Purchase	N/A	6/5/2014	\$ 0.00
NTT DATA Business Solutions Inc.	Zachry Holdings, Inc.	Statement of Work for Application Management Services	118938	10/1/2023	\$ 11,530.08
NVENT Thermal LLC	J.V. Industrial Companies, LLC	Master Services Agreement	132626	4/27/2020	\$ 0.00
Oak Bluff Transport, LLC	J.V. Industrial Companies, LLC	Master Line Haul Agreement	155208	3/23/2021	\$ 0.00
O.C. Tanner Recognition Company	Zachry Holdings, Inc.	Scope of Work	612060	4/1/2024	\$ 0.00
O.C. Tanner Recognition Company	Zachry Holdings, Inc.	Master Agreement	612059	4/1/2024	\$ 0.00
O.C. Tanner Recognition Company	Zachry Holdings, Inc.	Scope of Work	612061	4/1/2024	\$ 0.00
Occidental Chemical Corporation	J.V. Industrial Companies, LLC	Construction and Maintenance Agreement	N/A	6/14/2013	\$ 0.00
Occidental Chemical Corporation	Zachry Engineering Corporation	Master Services Agreement	2020-0001	7/1/2020	\$ 0.00
OCI Beaumont	J.V. Industrial Companies, LLC	General Terms and Conditions	N/A	11/12/2014	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
OfficeSource Ltd.	Zachry Industrial, Inc.	Master Purchase Agreement	610317	3/5/2024	\$ 0.00
Oilpatch NDT, LLC	J.V. Industrial Companies, LLC	Master Services Agreement	145890	5/26/2020	\$ 0.00
Oklahoma Gas and Electric Company	Zachry Industrial, Inc.	Agreement to Furnish Maintenance and General Services	N/A	9/1/2015	\$ 0.00
Olin Corporation	J.V. Industrial Companies, LLC	Maintenance Services Contract	N/A	6/19/2017	\$ 0.00
One Gas, Inc.	Zachry Industrial, Inc.	Utility Contract	912917419-1186002245	--	\$ 0.00
Onshore Quality Control Specialists LLC	Zachry Industrial, Inc.	Master Services Agreement	603784	6/14/2023	\$ 0.00
Oracle America, Inc.	Zachry Industrial, Inc.	Purchase Order	607198	12/13/2023	\$ 4,541.66
Oracle America, Inc.	Zachry Industrial, Inc.	Purchase Order	616047	5/7/2024	\$ 681.11
Oracle America, Inc.	Zachry Industrial, Inc.	Purchase Order	616463	5/13/2024	\$ 2,154.37
OTR Fleet Services	J.V. Industrial Companies, LLC	Master Agreement	N/A	--	\$ 0.00
Overnight Logistics, Inc.	J.V. Industrial Companies, LLC	Master Line Haul Agreement	153025	2/1/2021	\$ 0.00
P&I Supply Co.	Zachry Industrial, Inc.	Master Purchase Agreement	571264	9/8/2022	\$ 0.00
P&M USA, LLC dba Baker Hughes	J.V. Industrial Companies, LLC	Master Services Agreement	N/A	--	\$ 0.00
P4 Production LLC	Zachry Industrial, Inc.	Agreement for Services	N/A	9/21/2015	\$ 0.00
Packaging Corporation of America	Madison Industrial Services Team, LLC	Master Services Agreement - Long Form	N/A	10/20/2022	\$ 0.00
Panda Temple Power II, LLC	Zachry Maintenance Services, LLC	Agreement to Furnish Maintenance and Construction Services	N/A	2/14/2022	\$ 0.00
Paragon Micro Inc.	Zachry Industrial, Inc.	Purchase Order	99121.03	12/18/2023	\$ 0.00
Paragon Micro Inc.	Zachry Industrial, Inc.	Purchase Order	612982	3/18/2024	\$ 14,226.02

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Paragon Micro Inc.	Zachry Industrial, Inc.	Purchase Order	615340	4/25/2024	\$ 6,963.00
Paris Generation, LP	Zachry Maintenance Services, LLC	Standard Terms and Conditions	N/A	6/1/2013	\$ 0.00
Parker Print Solutions	Zachry Industrial, Inc.	Master Services Agreement	601360	--	\$ 0.00
Parkway Pipeline LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Patriot Security EOC	J.V. Industrial Companies, LLC	Master Agreement	N/A	--	\$ 0.00
PECO Energy Company	Madison Industrial Services Team, LLC	Utility Contract	195286000	--	\$ 0.00
Peerless Dynamics	J.V. Industrial Companies, LLC	Master Agreement	N/A	--	\$ 0.00
Pension Fund Of Steamfitters Local Union 420	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00
Pension Plan Of Steamfitters Pension Fund Local Union No. 475	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00
Performance Contracting, Inc.	Zachry Industrial, Inc.	Master Services Agreement	551814	7/7/2021	\$ 0.00
Pervyn Heavy Haul, LLC	J.V. Industrial Companies, LLC	Master Line Haul Agreement	156827	4/26/2021	\$ 0.00
Petroval, Inc.	J.V. Industrial Companies, LLC	Master Services Agreement	124881	8/7/2020	\$ 0.00
PFM Hosting Inc	Zachry Industrial, Inc.	Hosting Agreement	532959	7/9/2020	\$ 0.00
Phillips 66 Company	Zachry Maintenance Services, LLC	Master Service Agreement	11517.0-MSA-GPS	--	\$ 0.00
Phillips 66 Company	Zachry Engineering Corporation	Master Service Agreement	CW2333701	1/31/2019	\$ 0.00
Phillips 66 Company	Madison Industrial Services Team, LLC	Master Services Agreement	CW2345531	10/1/2019	\$ 0.00
Phillips 66 Company	J.V. Industrial Companies, LLC	Master Services Agreement	CW2346253	10/1/2019	\$ 0.00
Phillips 66 Company	Madison Industrial Services Team, LLC	Master Service Agreement	CW2349096	--	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Phoenix Crane Services, Inc.	Zachry Industrial, Inc.	Master Services Agreement - Crane Rental and Crane with Operator Rental	547299	4/1/2021	\$ 0.00
Piping Enterprise Company, Inc.	J.V. Industrial Companies, LLC	Master Service Agreement	182139	6/21/2023	\$ 0.00
PIT Instruction & Training LLC	Zachry Industrial, Inc.	Master Service Agreement	595523	7/7/2023	\$ 0.00
Pixelle (PH Glatfelter)	J.V. Industrial Companies, LLC	Services Agreement	N/A	8/1/2016	\$ 0.00
PK Technology LLC dba PK Industrial, LLC	J.V. Industrial Companies, LLC	Master Service Agreement	182100	5/5/2023	\$ 0.00
PK Technology LLC dba PK Industrial, LLC	J.V. Industrial Companies, LLC	Master Service Agreement	182100	5/5/2023	\$ 0.00
Plant Interscapes, Inc	Zachry Industrial, Inc.	Agreement	557263	9/23/2021	\$ 0.00
Plant Transit, Inc.	Zachry Industrial, Inc.	Master Bus with Operator Services Agreement	540079	11/20/2020	\$ 0.00
Plocher Construction	Madison Industrial Services Team, LLC	Subcontract	3899	6/1/2023	\$ 0.00
Plumbers & Pipefitters Local 553 Pension Fund	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00
Plumbers & Pipefitters Local 562 Pension Plan	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00
Plumbers & Pipefitters Local Union #354 Pension Plan	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00
PPI Quality & Engineering, LLC	Zachry Industrial, Inc.	Master Services Agreement	535825	8/28/2020	\$ 0.00
PPI Quality & Engineering, LLC	Zachry Industrial, Inc.	Master Services Agreement	535827	8/28/2020	\$ 0.00
Precision Weld Testing	J.V. Industrial Companies, LLC	Master Agreement	N/A	--	\$ 0.00
Primoris Energy Services Corporation	J.V. Industrial Companies, LLC	Purchase Agreement	N/A	4/5/2023	\$ 0.00
Professional Janitorial Services	Zachry Industrial, Inc.	Master Agreement	575396	9/1/2022	\$ 0.00
Professional Services Industries, Inc.	J.V. Industrial Companies, LLC	Master Services Agreement	187355	12/20/2023	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Pro-Surve Technical Services, LLC	J.V. Industrial Companies, LLC	Master Service Agreement	180769	3/28/2023	\$ 0.00
PV Rentals, LLC dba PV Rentals Leasing and Sales	J.V. Industrial Companies, LLC	Master Equipment Rental Agreement	153608	5/7/2021	\$ 0.00
Q IT Reparis TNS, LLC dba Texas Network Services	Zachry Industrial, Inc.	Master Agreement	575698	9/8/2022	\$ 0.00
Quadient Leasing USA, Inc.	J.V. Industrial Companies, LLC	Lease Agreement	SERV	4/22/2022	\$ 2,368.37
Quantum Financial Services	Zachry Enterprise Solutions, LLC	Rental Agreement	556766	9/21/2021	\$ 0.00
Rab of LA, Inc.	Madison Industrial Services Team, LLC	Master Services Agreement	132306	8/22/2019	\$ 0.00
Ramtex Industrial, LLC	Zachry Maintenance Services, LLC	Service Agreement	597474	7/27/2023	\$ 0.00
Rand Worldwide Subsidiary Inc.	Zachry Nuclear Engineering, Inc.	Master Agreement	600947	--	\$ 0.00
Refining Technology Solutions, LLC	Zachry Engineering Corporation	Agreement	MA-02652-16	7/11/2016	\$ 0.00
Rensenhouse	Zachry Engineering Corporation	Engineering Services Agreement	N/A	6/10/2024	\$ 0.00
Rentokil North America, Inc.	Zachry Industrial, Inc.	Service Agreement	580126	11/3/2022	\$ 250.97
Republic Testing Laboratories, LLC	J.V. Industrial Companies, LLC	Master Agreement	N/A	--	\$ 0.00
Riggingpro, Inc.	Madison Industrial Services Team, LLC	Master Crane with Operator Services Agreement	4500226169	3/2/2020	\$ 0.00
Ritchie Bros. Auctioneers	J.V. Industrial Companies, LLC	Agreement	N/A	--	\$ 0.00
River Healthcare	J.V. Industrial Companies, LLC	Service Agreement	585002	1/27/2023	\$ 0.00
Rocky Mountain Power	J.V. Industrial Companies, LLC	Utility Contract	75583162-0017	--	\$ 0.00
RUS Industrial, LLC	Zachry Industrial, Inc.	Master Services Agreement	539310	3/30/2021	\$ 0.00
RVN Inc.	Zachry Engineering Corporation	Master Services Agreement	586265	--	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Salt Lake City Public Utilities	J.V. Industrial Companies, LLC	Utility Contract	W2702468	--	\$ 0.00
Salt River Project	Zachry Industrial, Inc.	Alliance Agreement	N/A	1/1/2013	\$ 0.00
San Antonio Water System	Zachry Industrial, Inc.	Utility Contract	000277055-0001	--	\$ 0.00
San Antonio Water System	Zachry Industrial, Inc.	Utility Contract	001188532-2720891-0001	--	\$ 0.00
San Antonio Water System	Zachry Industrial, Inc.	Utility Contract	001309136-27435285-0001	--	\$ 0.00
San Antonio Water System	Zachry Industrial, Inc.	Utility Contract	001309295-2735312-0001	--	\$ 0.00
San Antonio Water System	Zachry Industrial, Inc.	Utility Contract	814085-2687674-0001	--	\$ 0.00
Sandows Lake Ranch	Zachry Maintenance Services, LLC	Agreement	CW2258185	--	\$ 0.00
Sandy Creek Services, LLC	Zachry Industrial, Inc.	Agreement for Maintenance and Construction Services	N/A	2/27/2015	\$ 0.00
SAP America, Inc.	J.V. Industrial Companies, LLC	Software License Agreement	N/A	9/29/2006	\$ 0.00
SAP America, Inc.	Madison Industrial Services Team, LLC	Subsidiary Use Agreement	N/A	7/29/2006	\$ 0.00
Sarens USA, Inc.	Zachry Industrial, Inc.	Master Services Agreement - Crane Rental and Crane with Operator Rental	563891	1/26/2022	\$ 0.00
Satellite Shelters Inc.	Zachry Industrial, Inc.	Rental Agreement	574774	7/27/2022	\$ 1,245.94
Satellite Shelters, Inc.	Zachry Industrial, Inc.	Master Equipment Rental Agreement	589438	4/6/2023	\$ 0.00
Scott Equipment Company, LLC	J.V. Industrial Companies, LLC	Order (Service)	188430	12/21/2023	\$ 0.00
Scott Equipment Company, LLC	Zachry Industrial, Inc.	Rental Agreement	488565	1/18/2019	\$ 9,071.41
Scott Equipment Company, LLC	Zachry Industrial, Inc.	Master Crane Rental Services Agreement	556645	9/15/2021	\$ 0.00
Scott Equipment Company, LLC	Zachry Maintenance Services, LLC	Rental Agreement	583610	--	\$ 40,894.45

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Scott Equipment Company, LLC	Zachry Maintenance Services, LLC	Rental Agreement	583611	--	\$ 32,875.92
Scott Equipment Company, LLC	Zachry Maintenance Services, LLC	Rental Agreement	614785	--	\$ 38,268.34
Scott Equipment Company, LLC	Zachry Industrial, Inc.	Purchase Order	626022	--	\$ 0.00
Scott Macon Equipment Rental, Inc.	Zachry Industrial, Inc.	Master Crane Rental Services Agreement	562748	1/5/2022	\$ 0.00
Scott Macon Ltd.	Zachry Industrial, Inc.	Purchase Order	624362	--	\$ 0.00
Scott Macon Ltd.	Zachry Industrial, Inc.	Purchase Order	624363	--	\$ 0.00
Scott Macon Ltd.	Zachry Industrial, Inc.	Purchase Order	618189	--	\$ 0.00
Scott Macon Ltd.	Zachry Industrial, Inc.	Purchase Order	608893	--	\$ 36,027.05
Scott Macon Ltd.	Zachry Industrial, Inc.	Rental Agreement	571413	5/26/2022	\$ 62,112.09
Scott Macon Ltd.	Zachry Maintenance Services, LLC	Rental Agreement	579894	10/31/2022	\$ 494.69
Scott Macon Ltd.	Zachry Maintenance Services, LLC	Rental Agreement	579896	10/31/2022	\$ 4,554.27
Scott Macon Ltd.	Zachry Industrial, Inc.	Rental Agreement	596752	7/17/2023	\$ 0.00
Securitas Security Services USA, Inc.	Zachry Industrial, Inc.	Services Agreement	524739	3/24/2020	\$ 0.00
Securitas Security Services USA, Inc.	Zachry Industrial, Inc.	Services Agreement	531355	6/18/2020	\$ 0.00
Sentinel Integrity Solutions, Inc.	J.V. Industrial Companies, LLC	Master Services Agreement	187736	1/22/2024	\$ 0.00
Sirius Computer Solutions Inc.	Zachry Industrial, Inc.	Purchase Order	592534	5/15/2023	\$ 257.10
Skill Survey, Inc.	Zachry Industrial, Inc.	Purchase Order	605517	11/16/2023	\$ 0.00
SLR Property I, LP	Zachry Maintenance Services, LLC	Master Agreement for Procurement of Services	CW2258185	10/29/2021	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
South Carolina Public Service Authority aka Santee Cooper	Zachry Industrial, Inc.	General Terms and Conditions	90-001	10/2/2014	\$ 0.00
Southern Company Services, Inc.	Zachry Engineering Corporation	Master Agreement for Consulting Services	17-53355-M-SCS	5/15/2017	\$ 0.00
Southern Imaging Solutions	Zachry Industrial, Inc.	Service Agreement	N/A	1/26/2023	\$ 0.00
Southern Imaging Solutions	Zachry Industrial, Inc.	Service Agreement	N/A	5/22/2023	\$ 0.00
Southern Imaging Solutions	Zachry Industrial, Inc.	Service Agreement	N/A	6/26/2023	\$ 0.00
Southern Imaging Solutions	Zachry Industrial, Inc.	Service Agreement	N/A	8/4/2023	\$ 0.00
Southern Imaging Solutions	Zachry Industrial, Inc.	Service Agreement	N/A	8/4/2023	\$ 0.00
Southern Imaging Solutions	Zachry Industrial, Inc.	Service Agreement	N/A	1/18/2024	\$ 0.00
Southern Imaging Solutions	Zachry Industrial, Inc.	Service Agreement	N/A	2/16/2024	\$ 0.00
Southern Imaging Solutions	Zachry Industrial, Inc.	Delivery Agreement	N/A	3/6/2024	\$ 0.00
Southern Imaging Solutions	Zachry Industrial, Inc.	Service Agreement	N/A	4/4/2024	\$ 0.00
Southern Power Company	Zachry Maintenance Services, LLC	Miscellaneous Onsite Maintenance Contract	18-C3374-M-SPC	8/24/2018	\$ 0.00
Southwest Bus Sales, Inc.	Zachry Industrial, Inc.	Master Agreement	523805	3/3/2020	\$ 0.00
Spark RGV LLC	J.V. Industrial Companies, LLC	Master Service Agreement	186980	10/26/2023	\$ 0.00
Sterling Crane LLC	J.V. Industrial Companies, LLC	Master Crane Rental and Crane with Operator Rental Services Agreement	161304	1/27/2022	\$ 0.00
STS Industrial, Inc.	Zachry Industrial, Inc.	Master Purchase Agreement	587981	3/14/2023	\$ 0.00
Sunbelt Rentals, Inc., and its Affiliates	Zachry Industrial, Inc.	Various Purchase Orders	N/A	--	\$ 44,100,000.00 ¹
Sunbelt Rentals, Inc.	Zachry Industrial, Inc.	Master Equipment Rental Services Agreement	484814	5/5/2019	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Sunbelt Rentals, Inc.	Zachry Industrial, Inc.	Purchase Order	484814-FIELD	5/8/2019	\$ 0.00
Sunbelt Rentals, Inc.	Zachry Industrial, Inc.	Master Services Agreement	481968	11/6/2018	\$ 0.00
Sunbelt Supply Co.	Zachry Industrial, Inc.	Master Purchase Agreement	575204	8/26/2022	\$ 0.00
Superheat FGH Services, Inc.	J.V. Industrial Companies, LLC	Master Service Agreement	187514	12/6/2023	\$ 0.00
Syngenta Crop Protection	J.V. Industrial Companies, LLC	Contract Service Agreement	N/A	5/26/2022	\$ 0.00
Tallgrass MLP Operations, LLC	Zachry Engineering Corporation	Agreement for Professional Services	TG-000998	3/27/2024	\$ 0.00
TDF Rentals & Leasing	Zachry Industrial, Inc.	Corporate Rental Agreement	604530	1/1/2023	\$ 12,644.81
TDS Erectors, Inc.	Madison Industrial Services Team, LLC	Services Agreement - Crane Rental and Crane With Operator Rental	226165	2/10/2020	\$ 0.00
Team Marathon Fitness	Zachry Industrial, Inc.	Master Agreement	524129	3/12/2020	\$ 0.00
Temple Generation I, LLC	Zachry Maintenance Services, LLC	Agreement to Furnish Maintenance and Construction Services	N/A	2/14/2022	\$ 0.00
Terracon Consultants Inc.	Zachry Industrial, Inc.	Service Agreement	561349	12/1/2021	\$ 371,579.32
Texas A&M University	Zachry Industrial, Inc.	Master Services Agreement	597235	--	\$ 0.00
Texas A&M University	Zachry Enterprise Solutions, LLC	Master Services Agreement	N/A	9/8/2022	\$ 0.00
Texas Auto Carriers, Inc.	Zachry Industrial, Inc.	Master Service Agreement	608634	3/27/2024	\$ 0.00
Texas Stress, Inc.	J.V. Industrial Companies, LLC	Master Service Agreement	187513	1/16/2024	\$ 0.00
The Chemours Company FC, LLC	Zachry Engineering Corporation	Professional Services Master Agreement	MA-00658-20	7/21/2020	\$ 0.00
The DOW Chemical Company	J.V. Industrial Companies, LLC	Seadrift Santorini Services Agreement	N/A	--	\$ 0.00
The DOW Chemical Company	J.V. Industrial Companies, LLC	Sabine River TAR Services Agreement	N/A	--	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
The DOW Chemical Company	J.V. Industrial Companies, LLC	St. Charles Olefins TAR Services Agreement	N/A	--	\$ 0.00
The DOW Chemical Company	J.V. Industrial Companies, LLC	Services Agreement	MA-2018-03263	3/4/2019	\$ 0.00
The DOW Chemical Company	Zachry Industrial, Inc.	On and Off-Site Services Agreement	MA-2018-03416	4/1/2019	\$ 0.00
The FootBridge Companies, LLC	Zachry Nuclear Engineering, Inc.	Master Service Agreement	N/A	10/4/2022	\$ 0.00
The Hershey Company	Zachry Engineering Corporation	Master Services Agreement	CW1971826	4/26/2022	\$ 0.00
The Premcor Refining Group, Inc.	Zachry Maintenance Services, LLC	Multi-Site Work Agreement	CORP.15.MS.00002	3/9/2015	\$ 0.00
The Premcor Refining Group, Inc.	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
The Premcor Refining Group, Inc.	Zachry Engineering Corporation	Multi-Site Engineering Services Agreement	MCAP.10.ES.00001	1/7/2010	\$ 0.00
The Reynolds Company	Zachry Industrial, Inc.	Purchase Agreement	560106	1/4/2022	\$ 89,300.00
The Reynolds Company	Zachry Industrial, Inc.	Purchase Agreement	560108	12/28/2021	\$ 2,465,837.30
The Reynolds Company	Zachry Industrial, Inc.	Purchase Agreement	569308	5/19/2022	\$ 1,277,811.65
The Reynolds Company	Zachry Industrial, Inc.	Purchase Agreement	569309	5/19/2022	\$ 1,052,452.90
The Reynolds Company	Zachry Industrial, Inc.	Purchase Agreement	569634	6/8/2022	\$ 31,039.16
The Reynolds Company	Zachry Industrial, Inc.	Purchase Agreement	575836	9/27/2022	\$ 1,835,279.76
The Reynolds Company	Zachry Industrial, Inc.	Purchase Agreement	575895	9/26/2022	\$ 2,018,248.74
The Reynolds Company	Zachry Industrial, Inc.	Purchase Agreement	577035	11/14/2022	\$ 33,440.96
The Reynolds Company	Zachry Industrial, Inc.	Purchase Agreement	585111	2/2/2023	\$ 48,717.32
The Reynolds Company	Zachry Industrial, Inc.	Purchase Agreement	585116	2/10/2023	\$ 2,465.35

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
The Reynolds Company	Zachry Industrial, Inc.	Purchase Agreement	603068	10/27/2023	\$ 0.00
The Reynolds Company	Zachry Industrial, Inc.	Purchase Order	604450	11/1/2023	\$ 4,580.96
The Reynolds Company	Zachry Industrial, Inc.	Various Purchase Orders	--	--	\$ 599,848.45
The Sherwin-Williams Company	Zachry Industrial, Inc.	Product Supply Agreement	586241	3/2/2023	\$ 0.00
Thompson Construction Group	Zachry Industrial, Inc.	Subcontract Agreement	566087	3/1/2022	\$ 767,694.85
Thompson Construction Group	Zachry Industrial, Inc.	Subcontract Agreement	566088	3/1/2022	\$ 61,226.10
Thompson Industrial Services, LLC	Zachry Industrial, Inc.	Master Services Agreement	528813	5/19/2020	\$ 0.00
Thompson Safety LLC	Zachry Engineering Corporation	Service Agreement	600703	9/6/2023	\$ 227.95
Tier 1 Integrity, LLC	Zachry Industrial, Inc.	Master Purchase Agreement	587423	3/8/2023	\$ 0.00
Tiger Sanitation LLC	Zachry Industrial, Inc.	Master Service Agreement	607564	--	\$ 0.00
Tiger Sanitation LLC	Zachry Industrial, Inc.	Master Service Agreement	607577	--	\$ 0.00
TNT Crane & Rigging, Inc.	Zachry Industrial, Inc.	Master Services Agreement - Crane Rental and Crane with Operator Rental	581480	1/5/2023	\$ 0.00
Town of Stonington	Zachry Nuclear Engineering, Inc.	Utility Contract	122365073	--	\$ 0.00
TPC Group - Total Petrochemical	J.V. Industrial Companies, LLC	Standard Purchase Order Terms	N/A	9/7/2021	\$ 0.00
Tradesmen International	Zachry Industrial, Inc.	Master Services Agreement	590901	4/24/2023	\$ 0.00
Tradesmen International	Zachry Industrial, Inc.	Service Agreement	SERV	4/3/2023	\$ 1,073,243.52
Trane US Inc.	Zachry Industrial, Inc.	Service Agreement	541834	12/2/2020	\$ 12,222.19
TSA Advet Technologies	Zachry Industrial, Inc.	Purchase Order	614905	4/19/2024	\$ 4,814.38

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
U.S. Bank National Association	Zachry Industrial, Inc.	Agreement	518399	1/21/2020	\$ 0.00
Ultramar Inc.	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	N/A	--	\$ 0.00
Ultramar Inc.	Zachry Maintenance Services, LLC	Multi-Site Work Agreement	CORP.15.MS.00002	3/9/2015	\$ 0.00
Ultramar Inc.	Zachry Engineering Corporation	Multi-Site Engineering Services Agreement	MCAP.10.ES.00001	1/7/2010	\$ 0.00
United Association National Pension Fund (UANPF)	Madison Industrial Services Team, LLC	Pension Plan Agreement	N/A	--	\$ 0.00
United Rentals (N.A.) Inc.	Zachry Industrial, Inc.	Master Equipment Rental Agreement	569768	5/11/2022	\$ 0.00
United Rentals (N.A.) Inc.	Zachry Maintenance Services, LLC	Purchase Order Revision	607645	12/21/2023	\$ 4,424.26
United Rentals (N.A.) Inc.	Zachry Maintenance Services, LLC	Purchase Order	610188	2/12/2024	\$ 6,948.17
United Rentals (N.A.) Inc.	Zachry Industrial, Inc.	Rental Agreement	610743	3/1/2024	\$ 12,717.93
United Rentals (N.A.) Inc.	Zachry Maintenance Services, LLC	Purchase Order	611198	2/28/2024	\$ 726.91
United Rentals (N.A.) Inc.	Zachry Maintenance Services, LLC	Purchase Order	611251	2/22/2024	\$ 3,269.92
United Rentals (N.A.) Inc.	Zachry Maintenance Services, LLC	Rental Agreement	611632	2/27/2024	\$ 11,815.10
United Rentals (N.A.) Inc.	Zachry Maintenance Services, LLC	Rental Agreement	615972	5/7/2024	\$ 1,765.26
United Site Services of Texas	Zachry Maintenance Services, LLC	Blanket Release Agreement	582034-32	5/21/2024	\$ 71,095.03
United Site Services, Inc.	J.V. Industrial Companies, LLC	Master Services Agreement	167474	2/17/2022	\$ 0.00
UTC Overseas, Inc.	Zachry Industrial, Inc.	Master Transportation Logistics Services Agreement	583573	3/31/2023	\$ 0.00
Vaco LLC	Zachry Industrial, Inc.	Master Services Agreement	597696	6/22/2023	\$ 0.00
Valero Partners Louisiana, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Valero Partners Memphis, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero MKS Logistics, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Partners CCTS, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Partners EP, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Partners Houston, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Partners Lucas, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Partners McKee, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Partners Meraux, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Partners North Texas, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Partners PAPS, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Partners Port Arthur, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Partners South Texas, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Partners Three Rivers, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Partners West Memphis, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Partners Wynnewood, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Refining - New Orleans, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Refining Company	Zachry Maintenance Services, LLC	Multi-Site Work Agreement	CORP.15.MS.00002	3/9/2015	\$ 0.00
Valero Refining Company-California	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	N/A	--	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Valero Refining Company-California	Zachry Maintenance Services, LLC	Multi-Site Work Agreement	CORP.15.MS.00002	3/9/2015	\$ 0.00
Valero Refining Company-California	Zachry Engineering Corporation	Multi-Site Engineering Services Agreement	MCAP.10.ES.00001	1/7/2010	\$ 0.00
Valero Refining Company-New Jersey	Zachry Engineering Corporation	Multi-Site Engineering Services Agreement	MCAP.10.ES.00001	1/7/2010	\$ 0.00
Valero Refining Company-New Jersey	J.V. Industrial Companies, LLC	Multi-Site Engineering Services Agreement	MCAP.10.ES.00001	1/7/2010	\$ 0.00
Valero Refining Company-Oklahoma	Zachry Maintenance Services, LLC	Multi-Site Work Agreement	CORP.15.MS.00002	3/9/2015	\$ 0.00
Valero Refining Company-Oklahoma	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Refining Company-Oklahoma	Zachry Engineering Corporation	Multi-Site Engineering Services Agreement	MCAP.10.ES.00001	1/7/2010	\$ 0.00
Valero Refining Company-Tennessee	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Refining Company-Tennessee, LLC	Zachry Maintenance Services, LLC	Multi-Site Work Agreement	CORP.15.MS.00002	3/9/2015	\$ 0.00
Valero Refining Company-Tennessee, LLC	Zachry Engineering Corporation	Multi-Site Engineering Services Agreement	MCAP.10.ES.00001	1/7/2010	\$ 0.00
Valero Refining-Meraux LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Refining-Meraux, LLC	Zachry Maintenance Services, LLC	Multi-Site Work Agreement	CORP.15.MS.00002	3/9/2015	\$ 0.00
Valero Refining-New Orleans, LLC	Zachry Maintenance Services, LLC	Multi-Site Work Agreement	CORP.15.MS.00002	3/9/2015	\$ 0.00
Valero Refining-New Orleans, LLC	Zachry Engineering Corporation	Multi-Site Engineering Services Agreement	MCAP.10.ES.00001	1/7/2010	\$ 0.00
Valero Refining-Texas, L.P.	Zachry Maintenance Services, LLC	Multi-Site Work Agreement	CORP.15.MS.00002	3/9/2015	\$ 0.00
Valero Refining-Texas, L.P.	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Refining-Texas, L.P.	Zachry Engineering Corporation	Multi-Site Engineering Services Agreement	MCAP.10.ES.00001	1/7/2010	\$ 0.00
Valero Renewable Fuels Company, LLC	Zachry Maintenance Services, LLC	Multi-Site Work Agreement	CORP.15.MS.00002	3/9/2015	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Valero Renewable Fuels Company, LLC	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Services, Inc.	Zachry Maintenance Services, LLC	Multi-Site Work Agreement	CORP.15.MS.00002	3/9/2015	\$ 0.00
Valero Services, Inc.	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Services, Inc.	Zachry Engineering Corporation	Multi-Site Engineering Services Agreement	MCAP.10.ES.00001	1/7/2010	\$ 0.00
Valero Terminating and Distribution Company	J.V. Industrial Companies, LLC	Multi-Site Work Agreement	CORP.21.WA.10059	5/10/2021	\$ 0.00
Valero Terminating and Distribution Company	Zachry Engineering Corporation	Engineering and Procurement Services Agreement	VT09ES7815-00	2/2/2009	\$ 0.00
Valero Terminating and Distribution Company	Zachry Maintenance Services, LLC	Multi-Site Work Agreement	CORP.15.MS.00002	3/9/2015	\$ 0.00
Valor Crane & Equip., LLC dba Americrane Rentals	J.V. Industrial Companies, LLC	Master Service Agreement - Crane Rental and Crane with Operation Rental	151245	12/1/2020	\$ 0.00
Vendtek Wholesale Equipment Inc.	Madison Industrial Services Team, LLC	Master Services Agreement	N/A	--	\$ 0.00
Venture Global Plaquemines LNG, LLC	Zachry Industrial, Inc.	Engineering, Procurement and Construction Agreement	N/A	1/10/2023	\$ 0.00
Venture Global Plaquemines LNG, LLC	Zachry Industrial, Inc.	Second Amended and Restated Engineering, Procurement, and Construction Agreement	N/A	1/7/2022	\$ 0.00
Verizon Wireless	Zachry Industrial, Inc.	Services Agreement	842056363-00001	--	\$ 0.00
Verizon Wireless	Zachry Industrial, Inc.	Services Agreement	920359326-00001	--	\$ 0.00
Vincent Oddo Interior Service, Inc.	Zachry Industrial, Inc.	Master Services Agreement	551677	6/7/2021	\$ 0.00
Vision Electric & Systems	Madison Industrial Services Team, LLC	Master Services Agreement	N/A	--	\$ 0.00
W. Joe Shaw, Ltd. dba GoSafe	Zachry Industrial, Inc.	Master Purchase Agreement	532599	7/24/2020	\$ 0.00
Wabash Valley Power Association	Zachry Industrial, Inc.	Master Agreement	N/A	5/24/2017	\$ 0.00
Waggoner Equipment Rental, LLC	Madison Industrial Services Team, LLC	Master Services Agreement	N/A	1/30/2020	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Wagstaff Crane & Rigging	J.V. Industrial Companies, LLC	Master Crane with Operator Services Agreement	168669	2/21/2022	\$ 0.00
Waste Connections of North Carolina	Zachry Engineering Corporation	Utility Contract	611-375777-001	--	\$ 0.00
Waste Management, Inc.	Zachry Industrial, Inc.	Utility Contract	14-42962-63006	--	\$ 0.00
Waste Management, Inc.	Zachry Industrial, Inc.	Utility Contract	21-72823-73005	--	\$ 0.00
Waste Management, Inc.	Zachry Industrial, Inc.	Utility Contract	22-44003-23005	--	\$ 0.00
Waste Management, Inc.	Zachry Industrial, Inc.	Utility Contract	22-83469-43006	--	\$ 0.00
Waste Management of Texas	J.V. Industrial Companies, LLC	Service Agreement	113915-191681	2/26/2024	\$ 0.00
Waukesha Pearce Industries, LLC	Zachry Industrial, Inc.	Master Equipment Rental Agreement	582968	1/6/2023	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease	531677	9/27/2016	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0009375-000	12/16/2021	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0009376-000	12/16/2021	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011446-000	6/8/2022	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011446-000	--	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011446-001	--	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011446-002	--	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011446-003	--	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011446-004	--	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011446-005	--	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011446-006	--	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011446-007	--	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011446-008	--	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011446-009	--	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011446-010	--	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011793-000	7/12/2022	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011793-000	--	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011913-000	7/25/2022	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0011913-000	--	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0531677-001	9/29/2021	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0531677-001	--	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0531677-002	--	\$ 0.00
Wells Fargo Equipment Finance, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	001-0531677-157	--	\$ 0.00
Wells Fargo Financial Leasing, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	LS-6010339	3/24/2023	\$ 0.00
Wells Fargo Financial Leasing, Inc.	Zachry Industrial, Inc.	Master Lease Agreement	603-0276289	7/18/2023	\$ 89,822.80
Wells Fargo Financial Leasing, Inc.	Zachry Industrial, Inc.	Rental Agreement	588410	3/17/2023	\$ 0.00
WESCO Distribution, Inc.	Zachry Industrial, Inc.	Master Purchase Agreement	569741	6/6/2022	\$ 0.00
WesTech Engineering, LLC	Zachry Maintenance Services, LLC	Subcontract Agreement	N/A	1/28/2023	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Western States Equipment Co.	Zachry Industrial, Inc.	Lease Agreement	N/A	--	\$ 66,363.87
White Energy Holdings, LLC	Zachry Maintenance Services, LLC	Agreement for Maintenance and Construction Services	N/A	7/28/2021	\$ 0.00
Wilkins & Associate, Inc. dba ADS Custom Signs	J.V. Industrial Companies, LLC	Master Service Agreement	172587	6/9/2022	\$ 0.00
William Scotsman, Inc.	J.V. Industrial Companies, LLC	Rental Agreement	574231	7/18/2022	\$ 12,216.96
William Scotsman, Inc.	Zachry Industrial, Inc.	Service Agreement	574181	7/15/2022	\$ 405,022.61
William Scotsman, Inc.	J.V. Industrial Companies, LLC	Service Agreement	574190	7/15/2022	\$ 204,709.03
William Scotsman, Inc.	Zachry Industrial, Inc.	Master Equipment Lease Agreement	499137	6/13/2019	\$ 0.00
WillScot Mobile Mini, Inc.	Zachry Industrial, Inc.	Rental Agreement Revision	573321	6/27/2022	\$ 6,409.14
Windstream Corporation	Zachry Industrial, Inc.	Services Agreement	5345342	--	\$ 0.00
Windstream Corporation	Zachry Industrial, Inc.	Services Agreement	200168150	--	\$ 0.00
Windstream Corporation	Zachry Industrial, Inc.	Services Agreement	208434109	--	\$ 0.00
Windstream Corporation	Zachry Industrial, Inc.	Services Agreement	209536665	--	\$ 0.00
Windstream Corporation	Zachry Industrial, Inc.	Services Agreement	209637240	--	\$ 0.00
Windstream Corporation	Zachry Industrial, Inc.	Services Agreement	214460269	--	\$ 0.00
Windstream Corporation	Zachry Industrial, Inc.	Services Agreement	2042273303	--	\$ 0.00
Windstream Corporation	Zachry Industrial, Inc.	Services Agreement	2102257391	--	\$ 0.00
Windstream Services LLC	Zachry Holdings, Inc.	Service Order	N/A	3/15/2018	\$ 110,721.43
Wise County Power	Zachry Industrial, Inc.	Terms and Conditions	N/A	7/14/2014	\$ 0.00

Assumed Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date	Cure Amount
Wood Group USA, Inc.	JVIC Fabrication, LLC	Master Services Agreement	310800096366	8/31/2021	\$ 0.00
Wood Group USA, Inc.	J.V. Industrial Companies, LLC	Master Services Agreement	N/A	--	\$ 0.00
Xerox Corporation	J.V. Industrial Companies, LLC	Purchase Order	189392	1/19/2024	\$ 2,481.10
Xerox Corporation	Zachry Industrial, Inc.	Rental Agreement	588782	3/23/2023	\$ 11,507.64
Xerox Corporation	Zachry Industrial, Inc.	Purchase Order	608363	1/10/2024	\$ 785.06
Xerox Corporation	Zachry Industrial, Inc.	Purchase Order	610295	2/8/2024	\$ 83.06
Ziegler Industries, Inc.	J.V. Industrial Companies, LLC	Services Agreement	186647	10/20/2023	\$ 0.00

¹ The Debtors are negotiating the terms of post-Effective Date deferred payments for Sunbelt Rentals Inc.'s Cure Claim.

Exhibit C

Rejection List

The Rejection List contains Executory Contracts and Unexpired Leases. Any and all related amendments, assignments, attachments, change orders, confidentiality agreements, exhibits, extensions, guaranties, hold harmless agreements, revisions, schedules, side letters, and documents of similar import related to the applicable Executory Contract or Unexpired Lease set forth on the Rejection List will be rejected as of the Effective Date.

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 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 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 the Plan, notwithstanding anything in a Proof of Claim to the contrary.

The Rejection List contained in this **Exhibit C** remains subject to continued review and revision by the Debtors. The Debtors' rights are expressly reserved to alter, amend, modify, or supplement the Rejection List in accordance with the terms of the Plan or by order of the Court. If the Rejection List is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Court.

Zachry Holdings, Inc., et al.
Rejection List
As of February 13, 2025

Rejected Contract Counterparty	Debtor	Agreement Title	Contract ID	Effective Date
Bigge Crane and Rigging Co.	Zachry Industrial, Inc.	Blanket Agreement	570606	5/12/2022
Clean Co. Systems	Zachry Industrial, Inc.	Subcontract Agreement	593285	6/8/2023
Commonwealth Electric Company of the Midwest	Zachry Industrial, Inc.	Subcontract Agreement	600359	8/23/2023
Commonwealth Electric Company of the Midwest	Zachry Industrial, Inc.	Subcontract Agreement	600327	8/30/2023
Commonwealth Electric Company of the Midwest	Zachry Industrial, Inc.	Subcontract Agreement	598870	8/11/2023
Commonwealth Electric Company of the Midwest	Zachry Industrial, Inc.	Subcontract Agreement	605028	11/14/2023
DOKA USA Ltd.	Zachry Industrial, Inc.	Rental Agreement	588236	3/15/2023
DOKA USA Ltd.	Zachry Industrial, Inc.	Purchase Order	579788	--
Scott Equipment Company, LLC	Zachry Industrial, Inc.	Rental Agreement	612015	--
Sun Coast Resources, LLC	J.V. Industrial Companies, LLC	Service Agreement	188875	1/26/2024
Sun Coast Resources, LLC	J.V. Industrial Companies, LLC	Purchase Order	189982	2/6/2024
Sun Coast Resources, LLC	Zachry Industrial, Inc.	Service Agreement	608149	11/10/2023
Sun Coast Resources, LLC	Zachry Industrial, Inc.	Service Agreement	608011	2/6/2024
Sun Coast Resources, LLC	J.V. Industrial Companies, LLC	Service Agreement	190197	--

Exhibit D

Schedule of Retained Causes of Action

The Schedule of Retained Causes of Action contained in this **Exhibit D** remains subject to continued review and revision by the Debtors. The Debtors' rights are expressly reserved to alter, amend, modify, or supplement the Schedule of Retained Causes of Action in accordance with the terms of the Plan or by order of the Court. If the Schedule of Retained Causes of Action is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Court.

Schedule of Retained Causes of Action

Article IV.M of the Plan¹ provides as follows:

In accordance with section 1123(b) of the Bankruptcy Code, but subject to **Article VIII** [of the Plan], 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 [the 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 [the 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 [the Plan], including Article VIII of [the Plan].** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in [the 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

¹ Terms used but not defined herein shall have the meaning 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] (as may be amended, modified, or supplemented from time to time, the "**Plan**"). As used herein, 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" in each case.

Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to [the 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 [the Plan], including **Article VIII** of [the 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.

In addition, **Article VIII.C** of the Plan provides as follows:

Notwithstanding anything to the contrary in [the Plan's Debtor Release set forth in] **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 revert in the Reorganized Debtors pursuant to [the Plan] and the Confirmation Order.

Without limiting the generality of the Plan, including **Article IV.M** and **Article VIII.C** of the Plan, the Debtors identify the following types of Causes of Action that are expressly preserved by the Debtors and the Reorganized Debtors after the Effective Date, solely to the extent such Causes of Action are not otherwise specifically and expressly released, settled, compromised, transferred, or assigned under the Plan or any other order of the Court. Failure to include any Cause of Action herein shall not be a bar and shall not have any impact on the Debtors' or Reorganized Debtors' rights to bring any such Cause of Action not otherwise specifically and expressly released, settled, compromised, transferred, or assigned under the Plan or any other order of the Court. This Schedule of Retained Causes of Action is subject to ongoing review and discussion and may be amended, modified, or supplemented by the Debtor at any time prior to the Effective Date of the Plan.

1. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Unless otherwise specifically and expressly released under the Plan, the Reorganized Debtors expressly reserve all Causes of Action, including, but not limited to all Causes of Action listed on **Schedule 1** to this Schedule of Retained Causes of Action, against or related to all Entities

that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal, informal, judicial, or non-judicial, including all claims, defenses, cross-claims, and counter-claims the Debtors or Reorganized Debtors may assert against or related to such Entities, and regardless of whether such Entity is specifically identified in the Plan, the Plan Supplement, or any amendments to the Plan or Plan Supplement.

2. Claims Related to Contracts and Leases

Unless otherwise specifically and expressly released under the Plan, the Debtors and Reorganized Debtors expressly reserve all Causes of Action based in whole or in part upon any and all contracts and leases to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever (regardless of whether such contract or lease is specifically identified in the Plan, the Plan Supplement, or any amendments thereto), including as a third party beneficiary or otherwise, including all Executory Contracts and Unexpired Leases that are assumed by the Debtors (including pursuant to the Plan) or rejected by the Debtors.

3. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise specifically and expressly released under the Plan, the Debtors and Reorganized Debtors expressly reserve all Causes of Action against or related to all Entities that owe (or that may in the future owe) money to the Debtors or Reorganized Debtors, and all Entities who assert (or may assert) that the Debtors or the Reorganized Debtors, as applicable, owe money to them, including, without limitation, all Entities listed in the *Consolidated Creditor Matrix* [Docket No. 81], and regardless of whether such Entity is expressly identified in the Plan, the Plan Supplement, or any amendments to the Plan or the Plan Supplement.

4. Claims Related to Insurance Policies

Unless otherwise specifically and expressly released by the Plan, the Debtors and Reorganized Debtors expressly reserve all Causes of Action based in whole, or in part, upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, the Plan Supplement, or any amendments to the Plan or the Plan Supplement, including, without limitation: (i) Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, surety bond issuers, or surety bond brokers relating to coverage, indemnity, contribution, reimbursement, or any other matters; (ii) Causes of Action relating to any open insurance claims asserted by any Debtor or third party under any Insurance Policy; and (iii) Causes of Action preserved under the GPX Settlement Dispute Order and GPX Settlement Dispute Opinion.

5. Claims Related to Taxing Authorities

Unless otherwise specifically and expressly released under the Plan, the Debtors and Reorganized Debtors expressly reserve all Causes of Action based in whole, or in part, upon any and all tax obligations to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including, without limitation,

Causes of Action against or related to all Entities that owe (or that may in the future owe) money related to tax refunds to the Debtors or Reorganized Debtors, regardless of whether such Entity is specifically identified in the Plan, the Plan Supplement, or any amendments to the Plan or the Plan Supplement.

6. Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings

Unless otherwise specifically and expressly released under the Plan, the Debtors and Reorganized Debtors expressly reserve all Causes of Action based in whole, or in part, upon any and all postings of security deposits, letters of credit, adequate assurance payments, performance bonds, payment bonds, or any other type of deposit, prepayment, collateral, or bond, regardless of whether such postings of security deposits, letters of credit, adequate assurance payments, bonds, or any other type of deposit, prepayment, or collateral is specifically identified herein. For the avoidance of doubt, the Debtors and Reorganized Debtors reserve all rights with respect to any deposit provided in accordance with the *Order (I) Determining Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utilities from Discontinuing Services, (III) Establishing Procedures for Determining Adequate Assurance of Payment, and (IV) Granting Related Relief* [Docket No. 80], or otherwise provided as “adequate assurance of payment” as that term is used by section 366 of the Bankruptcy Code.

7. Claims Related to Liens

The Debtors and Reorganized Debtors expressly reserve all Causes of Action based in whole, or in part, upon any and all Liens related to the Debtors, the Reorganized Debtors, and their assets, regardless of whether such Liens are asserted against the Debtors, the Reorganized Debtors, or any other Entity, including any joint venture in which any Debtor or Reorganized Debtor has an interest, any project or undertaking in which any Debtor or Reorganized Debtor has an interest, or otherwise.

8. Other Causes of Action

Unless otherwise specifically and expressly released by the Plan, the Debtors and Reorganized Debtors expressly reserve all Causes of Action against:

- All Entities that have filed, or may file, a Proof of Claim or request for payment of administrative expenses in these Chapter 11 Cases;
- All Entities with Claims listed in the Debtors’ Schedules of Assets and Liabilities and Statement of Financial Affairs, regardless of whether or not such Claims are listed as contingent, unliquidated, or disputed, to the extent such Claims are not satisfied or expressly released under the Plan;
- All agents and independent contractors of any Debtor, creditors, service providers, utilities, suppliers, vendors, insurers, sureties, factors, lessors, or other parties that provided financial accommodations, goods, or services of any kind to any Debtor at any time;
- Any Entity that owed any legal duty, no matter how arising, to any Debtor;

- Any Entity that caused, contributed to, or is in any way potentially responsible for any environmental liabilities related to any real or personal property of any Debtor or Reorganized Debtor; and,
- Any Entity against whom a Cause of Action is discovered after Confirmation of the Plan.

In addition, unless otherwise specifically and expressly released by the Plan, the Debtors and Reorganized Debtors expressly reserve all Causes of Action against any and all vendors, subcontractors, suppliers of goods and services, current or former joint venture partners, customers, creditors, utilities, insurers, sureties, factors, lenders, bondholders, landlords, lessors, environmental consultants, environmental agencies, suppliers of environmental services or goods, and any other Entities for, related to, or arising from, among other things, any of the following:

- Overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees;
- Setoff, recoupment, indemnification, contribution, and reimbursement rights and claims;
- Wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations;
- Failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts;
- Payments, deposits, holdbacks, reserves, or other amounts owed by any Entity;
- Any liens or security interests, including mechanics', artisans', materialmens', possessory, or statutory liens held by any one or more of the Debtors;
- Recovery of any payments made to former employees that are required to be returned to the Debtors or Reorganized Debtors under the relevant arrangements or agreements between the Debtors or Reorganized Debtors and the applicable former employees;
- Claims arising out of environmental or contaminant exposure matters;
- Counter-claims and defenses related to any litigation, arbitration, or similar proceeding involving the Debtors or Reorganized Debtors;
- Counter-claims and defenses related to any contractual obligations;
- Any turnover actions arising under sections 542 or 543 of the Bankruptcy Code;

- Unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any other business tort claims;
- The commission of any tortious act against the Debtors; and
- Any other legal or equitable Cause of Action or remedy that is just and reasonable under the circumstances.

For the avoidance of doubt, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

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Schedule 1

Litigation Claims

Zachry Holdings, Inc., et al.
Schedule of Retained Causes of Action
As of February 13, 2025

Counterparty(ies)	Debtor(s)	Description ¹
Adams, Cheyanne Adams, James Adams, Wendy	Zachry Industrial, Inc.	Litigation SA-5:23-CV-01437-XR U.S. District Court, Western District of Texas, San Antonio Division <i>Cheyenne Adams, James Adams, and Wendy Adams v. Zachry Industrial, Inc.</i>
Allianz Global Risks US Insurance Co. Certain Underwriters at Lloyd's of London Subscribing To Policy No. B0180ME2219036 Great Lakes Insurance SE GuideOne National Insurance Company Tokio Marine America Insurance Company	Zachry Industrial, Inc.; Zachry Industries, Inc.	Litigation Case No. 128926-CV Tex. Dist. Ct. 2024 <i>Allianz Global Risks US Insurance Co. et al. v. Zachry Industrial, Inc. et al.</i>
Alvar Resins, Inc.	Madison Industrial Services Team, LLC	Potential Litigation Letter of representation sent to debtor entity for alleged fire loss claim
Alviarez, Naiker	Zachry Engineering Corp.	Litigation Case No. 4:22-CV-00376 U.S. District Court for the Southern District of Texas <i>Naiker Alviarez Individually and on Behalf of the Estate of Juan Fuenmayor, et al. v. Zachry Engineering Corp.</i>
Andres, Ursula	Zachry Industrial, Inc.	Litigation Case No. E-210871 172nd Judicial District Court, Jefferson County, Texas <i>Ursula Andres v. Golden Pass LNG Terminal, LLC, et al.</i>
Avis Lamotte, on behalf of herself and those similarly situated	Zachry Industrial, Inc. ²	Litigation Case No. 24-90377 (MI) Adv. Pro. No. 24-03122 (MI) Bankr. S.D. Tex. 2024 <i>Lamotte v. Zachry Industrial, Inc.</i>
Barron, Jr., Nabor	Zachry Industrial, Inc.	Personal Injury Case No. 22-DCV-291957 434th Judicial District Court, Fort Bend County, Texas <i>Nabor Barron, Jr. v. Kitz Corporation, et al.</i>
BASF Corporation	Zachry Maintenance Services, LLC	Potential Litigation

¹ The information provided herein is sufficient to give counterparties adequate notice of the Retained Causes of Action that the Debtors and Reorganized Debtors (as applicable) will retain upon emerging from the Chapter 11 Cases.

² The Debtors sought the Court's approval of a settlement related to this litigation, which the Court approved on a final basis in the *Final Order (A) Approving the Settlement By and Between Avis Lamotte, on Her Own Behalf and on Behalf of Others Similarly Situated, and (B) Granting Related Relief* [Docket No. 1894]. Pursuant to this order, the Debtors and other parties to the settlement are bound by mutual releases on the terms and conditions set forth therein.

Zachry Holdings, Inc., et al.
Schedule of Retained Causes of Action
As of February 13, 2025

Counterparty(ies)	Debtor(s)	Description¹
Bay Ltd.	J.V. Industrial Companies, LLC	Potential Litigation Demand letter for allegedly unpaid invoices sent to debtor entity
Beasley, Geraldine Daugherty, Albert James Daugherty, Vanessa Lee	Zachry Engineering Corporation	Litigation Case No. 2DCCV0925 172nd Judicial District Court, Jefferson County, Texas <i>Daugherty, et al. v. Kemp, et al.</i>
Boyce, Derian	Zachry Industrial, Inc. Madison Industrial Services Team, LLC	Litigation 2024LA000303 Madison County, Illinois <i>Boyce v. Phillips 66 Company</i>
Brignac, Timmy Brignac, Shonda	Zachry Holdings, Inc.	Litigation Case No. 127-046 23rd Judicial District Court for the Parish of Asension, Louisiana <i>Brignac v. 3M Company, et al.</i>
Constellation Energy Generation, LLC fka Exelon Generation Company, LLC	Zachry Industrial, Inc.	Litigation Case No. 2021-41903 281st District Court of Harris County, TX <i>In re Winter Storm Uri Litigation</i>
Cruz; Luis A. Garcia, Oliverio	Zachry Industrial, Inc.	Litigation 2019-CI-09570 285th Judicial District Court, Bexar County, Texas <i>Cruz et al. v. Zachry Industrial, Inc., et al.</i>
Encina Solutions, LLC	Zachry Engineering Corp.	Litigation Case No. 2021-02701 125th Judicial District Court, Harris County, Texas <i>Zachry Engineering Corp. v. Encina Solutions, LLC, et al.</i>
Equal Employment Opportunity Commission On File with the Debtors	Zachry Industrial, Inc.	Potential Litigation Letter
Fairway Methanol, LLC	Zachry Engineering Corporation	Litigation Contract dispute seeking alleged damages
FLNG Liquefaction, LLC FLNG Liquefaction 2, LLC FLNG Liquefaction 3, LLC	Zachry Industrial, Inc.	Litigation Case No. 2024-26036 (MI) Tex. Dist. Ct. 2024 <i>FLNG Liquefaction, LLC, et al. v. CB&I Inc., et al.</i>
FLNG Liquefaction, LLC FLNG Liquefaction 2, LLC FLNG Liquefaction 3, LLC	Zachry Industrial, Inc.; Zachry Industries, Inc.	Litigation Case No. 128933-CV Tex. Dist. Ct. 2024 <i>FLNG Liquefaction, LLC, et al. v. CB&I Inc., et al.</i>

Zachry Holdings, Inc., et al.
Schedule of Retained Causes of Action
As of February 13, 2025

Counterparty(ies)	Debtor(s)	Description¹
FLNG Liquefaction, LLC FLNG Liquefaction 2, LLC FLNG Liquefaction 3, LLC	Zachry Industrial, Inc.; Zachry Industries, Inc.	Litigation Case No. 3:24-cv-00209 Tex. 2024 <i>FLNG Liquefaction, LLC, et al. v. CB&I Inc., et al.</i>
Golden Pass LNG Terminal LLC	Zachry Holdings, Inc.	The Debtors reserve all claims and causes of action not otherwise released under the Plan or the GPX Settlement
Gonzalez, Reinol Wallum, Michael	Zachry Industrial, Inc.	Litigation Case No. 121131-CV / 01-23-00230-CV 239th Judicial District Court, Brazoria County, Texas <i>Gonzalez, et al. v. Zachry, LLC, et al.</i>
Gray, S.	Zachry Holdings, Inc.; Zachry Industrial, Inc.; Zachry Enterprise Solutions, LLC	Litigation Case No. 2021-02701 / 23-0506 125th Judicial District Court, Harris County Texas <i>Gray et al. v. Zachry Industrial, Inc., et al.</i>
Gray, S.	Zachry Holdings, Inc.; Zachry Industrial, Inc.; Zachry Enterprise Solutions, LLC	Litigation U.S. District Court, Western District of Texas, San Antonio Division <i>Gray et al. v. Zachry Industrial, Inc., et al.</i>
Hotard, Destiny	Zachry Industrial, Inc.	Litigation Case No. C-726373 “30” 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana <i>Hotard, et al. v. Turner Industries Group, LLC, et al.</i>
Hulin, Devonte	Zachry Industrial, Inc.	Litigation Case No. 2023-38016 333rd Judicial District, Harris County, TX <i>Hulin v. GPLNG, et al.</i>
Iowa Fertilizer Company	J.V. Industrial Companies, LLC	Potential Litigation Demand Letter for contract claims and indemnification sent to debtor entity
Jones, Edwards C. Jones, Pamela	Zachry Industrial, Inc.	Litigation Case No. 116989-CV / 117321-CV 421st Judicial District Court, Brazoria County, Texas <i>Jones et al. v. Zachry Industrial, Inc., et al.</i>
Jose Gudberto Olvera, Jr., Individually and as Representative of the Estate of Jose Gudberto Olvera, III	Zachry Industrial, Inc.	Litigation Case No. 2019-CI-26116 285th Judicial District Court, Bexar County, Texas <i>Jose Gudberto Olvera, Jr., Individually and as Representative of the Estate of Jose Gudberto Olvera, III v. Zachry Industrial, Inc., et al.</i>

Zachry Holdings, Inc., et al.
Schedule of Retained Causes of Action
As of February 13, 2025

Counterparty(ies)	Debtor(s)	Description¹
Luna, Arnoldo Rojas, Barbado	Zachry Industrial, Inc.	Litigation Case No. 2022-84307, 190th District Court, Harris County, Texas
Morin, Reynaldo	J.V. Industrial Companies, LLC	Litigation Case No. C-2059-18-c 139th Judicial District Court of Hidalgo County, Texas <i>Morin v. J.V. Industrial Companies, LLC, et al.</i>
Nuccio, Anthony	Zachry Industrial, Inc.	Litigation Case No. 69-200 25th Judicial District Court for the Parish of Plaquemines <i>Nuccio et al. vs. Williamson, et al.</i>
Omaha Public Power District	Zachry Holdings, Inc.	Litigation Case No. 24-90377 (MI) Adv. Pro. No. 25-03025 (MI) U.S. Bankruptcy Court for the Southern District of Texas <i>Zachry Holdings, Inc. v. Omaha Public Power District</i>
On File with the Debtors	J.V. Industrial Companies, LLC	Potential Litigation Personal Injury - Letter of Representation
On File With the Debtors	J.V. Industrial Companies, LLC	Potential Litigation Personal Injury - Letter of Representation
On File With the Debtors	J.V. Industrial Companies, LLC	Potential Litigation Personal Injury - Letter of Representation
On File With the Debtors	J.V. Industrial Companies, LLC	Potential Litigation Personal Injury - Letter of Representation
On File With the Debtors	Madison Industrial Services Team, LLC	Potential Litigation Personal Injury - Letter of Representation
On File With the Debtors	Madison Industrial Services Team, LLC	Potential Litigation Personal Injury - Letter of Representation
On File with the Debtors	Zachry Holdings, Inc.	Arbitration Employment - AAA Case No. 01-23-0005-9484
On File with the Debtors	Zachry Holdings, Inc.	Potential Litigation Personal Injury - Letter of Representation
On File with the Debtors	Zachry Industrial, Inc.	Arbitration Employment - AAA Case No. 01-22-0001-2696
On File with the Debtors	Zachry Industrial, Inc.	Arbitration Employment - AAA Case No. 01-23-0001-8807

Zachry Holdings, Inc., et al.
Schedule of Retained Causes of Action
As of February 13, 2025

Counterparty(ies)	Debtor(s)	Description¹
On File with the Debtors	Zachry Industrial, Inc.	Arbitration Employment - AAA Case No. 01-23-0001-9058
On File with the Debtors	Zachry Industrial, Inc.	Litigation NLRB Case 15-CA-308811 NLRB Region 15 (New Orleans)
On File with the Debtors	Zachry Industrial, Inc.	Litigation NLRB Case 15-CA-322118 NLRB Region 15 (New Orleans)
On File with the Debtors	Zachry Industrial, Inc.	Litigation NLRB Case 15-CA-338732 NLRB Region 15 (New Orleans)
On File with the Debtors	Zachry Industrial, Inc.	Potential Litigation Personal Injury - Letter of Representation
On File with the Debtors	Zachry Industrial, Inc.	Potential Litigation Personal Injury - Letter of Representation
On File with the Debtors	Zachry Industrial, Inc.	Potential Litigation Personal Injury - Letter of Representation
On File with the Debtors	Zachry Industrial, Inc.	Potential Litigation Personal Injury - Letter of Representation
On File with the Debtors	Zachry Industrial, Inc.	Potential Litigation Personal Injury - Letter of Representation
On File With the Debtors	Zachry Industrial, Inc.	Potential Litigation Personal Injury - Letter of Representation
On File With the Debtors	Zachry Industrial, Inc.	Potential Litigation Personal Injury - Letter of Representation
On File With the Debtors	Zachry Industrial, Inc.	Potential Litigation Personal Injury - Letter of Representation
On File With the Debtors	Zachry Industrial, Inc.	Potential Litigation Personal Injury - Tender and Request for Indemnity
On File With the Debtors Wise Choice Trans.	Zachry Industrial, Inc.	Potential Litigation Personal Injury
On File with the Debtors	Zachry Industrial, Inc.; Zachry Maintenance Services, LLC	Litigation NLRB Case 15-CA-338732 NLRB Region 15 (New Orleans)
On File With the Debtors	Zachry Industrial, Inc.; Zachry Maintenance Services, LLC	Potential Litigation Personal Injury - Tender and Request for Indemnity

Zachry Holdings, Inc., et al.
Schedule of Retained Causes of Action
As of February 13, 2025

Counterparty(ies)	Debtor(s)	Description¹
Phillips 66 Company	Madison Industrial Services Team, LLC	Potential Litigation
Porche, Jabari	Zachry Industrial, Inc.	Litigation Case No. 2:24-cv-00639 U.S. District Court, Eastern District of Louisiana <i>Porche v. Zachry Holdings, Inc., et al.</i>
Rogers, Roy Rogers & Son Trucking, LLC	Zachry Industrial, Inc.	Litigation Case No. 69-000 25th Judicial District Court, Plaquemines Parish, Louisiana <i>Roy Rogers and Rogers & Son Trucking, LLC v. Peoples, et al.</i>
Shawna Green, Individually and as Personal Representative of the Estate of Aaron Green	Zachry Industrial, Inc.	Litigation Case No. 99329-CV 239th Judicial District Court, Brazoria County, Texas <i>Shawna Green, Individually and as Personal Representative of the Estate of Aaron Green v. CB&I-Zachry Joint Venture, et al.</i>
Stratigos Dynamics, Inc.	Zachry Industrial, Inc.	Potential Litigation
Terracon Consultants, Inc.	Zachry Holdings, Inc.	Potential Litigation
Torres, Carlos Ramos	Zachry Industrial, Inc.	Litigation Case No. 1:24-cv-00158 U.S. District Court, Eastern District of Texas, Beaumont Division <i>Torres v. Zachry Industrial, Inc.</i>
United States Department of Labor	Zachry Industrial, Inc.	Potential Litigation
United States Department of Labor	Zachry Industrial, Inc.	Potential Litigation
Yelina Martinez, Individually and as the Estate Representative of Jaime Martinez	Zachry Industrial, Inc.	Litigation Case No. 23DCCV0129 172nd Judicial District Court, Jefferson County, Texas <i>Yelina Martinez, Individually and as the Estate Representative of Jaime Martinez, et al. v. Golden Pass Terminal, LLC, et al.</i>

Exhibit E

A&R Credit Facility Term Sheet

As set forth in the Plan, 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.

The A&R Credit Facility Documents include this A&R Credit Facility Term Sheet. To the extent that Holders of Prepetition Credit Facility Claims vote, as a class, to accept the Plan, the Debtors and Holders of Prepetition Credit Facility Claims will enter into the A&R Credit Facility on the terms set forth in **Schedule 1**. To the extent that Holders of Prepetition Credit Facility Claims vote, as a class, to reject the Plan, the Debtors will seek to confirm the Plan pursuant to section 1129(b)(2) of the Bankruptcy Code and, if the Plan is confirmed by the Court, the Holders of Prepetition Credit Facility Claims shall be issued loans under the A&R Credit Facility on the terms set forth in **Schedule 2**.

The forms of the A&R Credit Facility Term Sheet attached as **Schedule 1** and **Schedule 2** remain subject to continued review and revision by the Debtors and other interested parties. The Debtors' rights are expressly reserved to alter, amend, modify, or supplement these documents in accordance with the terms of the Plan or by order of the Court. If these documents are altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such documents with the Court.

Schedule 1

Consensual A&R Credit Facility Term Sheet

**Zachry Holdings, Inc.
Senior Secured Exit Facilities
Indicative Summary of Principal Terms and Conditions**

Borrowers: Zachry Holdings, Inc., a Delaware corporation, 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**”).

Holdings: Zachry Holdings, Inc., a Delaware corporation (“**Holdings**”).

Prepetition Facilities: Senior secured term loan facility (the “**Prepetition Term Loan Facility**”; the loans thereunder, the “**Prepetition Term Loans**”) and senior secured revolving credit facility (the “**Prepetition Revolving Facility**”; the loans thereunder, the “**Prepetition Revolving Loans**” and the commitments thereunder, the “**Prepetition Revolving Commitments**”) made available to the Borrowers thereunder pursuant to that certain Second Amended and Restated Credit Agreement, dated as of February 19, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the Amendment Effective Date (as defined below), the “**Prepetition Credit Agreement**”), among the Borrowers, Holdings, the several lenders from time to time parties thereto, Bank of America, N.A., as the administrative agent and collateral agent, and each other party thereto.

Transactions: Holdings and certain of Holdings’ subsidiaries and affiliates (collectively, the “**Debtors**”) are operating as debtors-in-possession pursuant to voluntary cases in the jointly-administered cases captioned *In re Zachry Holdings, et al.*, Case No. 24-90377 (MI) (the “**Cases**”), commenced under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. on May 21, 2024 (the “**Petition Date**”). The Debtors will be reorganized pursuant to the *Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates*, filed in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) on January 23, 2025 (Docket No. 1978), as may be amended from time to time (together with all schedules, documents and exhibits contained therein, and any amendments, supplements, modifications or waivers thereto, the “**Plan**”).

In connection with the foregoing, the Borrowers intend to amend and restate (the “**Amendment and Restatement**”) the Prepetition Credit Agreement (the Prepetition Credit Agreement, as amended and restated pursuant to the Amendment and Restatement, the “**A&R Credit Agreement**”) in order to, among other things, (i) make certain modifications to the terms and covenants set forth in the Prepetition Credit Agreement as described in this term sheet (the “**Exit Facilities Term Sheet**”) and to be more fully set forth in the A&R Credit Agreement, (ii) refinance the Prepetition Term Loan Facility in full by means of a cashless settlement and extend the maturity date thereof and (iii) refinance the Prepetition Revolving Credit Facility in full by means of a cashless settlement and extend the maturity date thereof, in each case, as set forth in this Exit Facilities Term Sheet. The foregoing transactions and the payment of related fees and expenses are collectively referred to herein as the “**Transactions**”. The date on which the Amendment and Restatement is effective is referred to herein as the “**Amendment Effective Date**”.

Administrative Agent: Bank of America, N.A. (“**Bank of America**”) will act as sole and exclusive administrative agent and collateral agent (in such capacity, the “**Administrative Agent**”) in respect of the facilities under the A&R Credit Agreement, and will perform the duties customarily associated with such roles.

Joint Bookrunners
and Lead
Arrangers:

BofA Securities, Inc. will act as a lead arranger and bookrunner (in such capacity, a “**Lead Arranger**”) and will perform the duties customarily associated with such roles.

Exit Facilities:

A senior secured term loan facility in U.S. dollars in an aggregate principal amount equal to \$156.25 million (the “**Exit Term Loan Facility**”). The loans under the Exit Term Loan Facility are referred to as the “**Exit Term Loans**” and the lenders thereunder are referred to as the “**Exit Term Loan Lenders**”.

A senior secured reducing revolving credit facility in an aggregate principal amount of \$775.0 million (the “**Exit Revolving Facility**” and together with the Exit Term Loan Facility, the “**Exit Facilities**”; the commitments thereunder, the “**Exit Revolving Commitments**”; the loans thereunder, the “**Exit Revolving Loans**” and together with the Exit Term Loans, the “**Exit Loans**”; the lenders thereunder, the “**Exit Revolving Lenders**” and, collectively, with the Exit Term Loan Lenders, the “**Exit Lenders**”), which shall also be available in the form of Letters of Credit (as defined below) as set forth in the “Letters of Credit” section below. The aggregate amount of Exit Revolving Loans (excluding, for the avoidance of doubt, any Letters of Credit) outstanding on the Amendment Effective Date will not exceed \$125.0 million.

After giving effect to any borrowing under the Exit Revolving Facility, the outstanding amount of all Exit Revolving Loans shall not at any time exceed \$150.0 million (the “**Exit Revolving Loan Sublimit**”). The Exit Revolving Loan Sublimit is part of, and not in addition to, the Exit Revolving Commitments.

After giving effect to the issuance and/or amendment of any Letters of Credit, the maximum face amount of all Letters of Credit shall not at any time exceed \$655.0 million (the “**Exit L/C Sublimit**”). The Exit L/C Sublimit is part of, and not in addition to, the Exit Revolving Commitments.

The aggregate amount of Letters of Credit outstanding on the Amendment Effective Date will not exceed \$454.6 million (the “**Exit L/C Threshold**”). For the avoidance of doubt, the total amount of Exit Revolving Loans and Letters of Credit outstanding at any time shall not exceed the Exit Revolving Commitments.

Letters of Credit:

The Exit Revolving Facility will also be available to the Borrowers for the purpose of issuing letters of credit (the “**Letters of Credit**”) on terms and conditions consistent with the Documentation Principles (as defined below) with changes to reporting and issuance requirements mutually agreed to by the Exit Revolving Lenders and the Borrowers, including without limitation, the reporting requirements set forth on Annex II attached hereto. The aggregate maximum face amount of all Letters of Credit shall not at any time exceed the Exit L/C Sublimit then in effect.

All letters of credit existing on the Amendment Effective Date shall be deemed to have been issued pursuant to the A&R Credit Agreement, and from and after the Amendment Effective Date shall be subject to and governed by the terms and conditions of the A&R Credit Agreement. On the Amendment Effective Date, any cash collateral that was provided by the Borrowers or their subsidiaries in connection with the cash collateralization of Letters of Credit during the Cases shall be applied as a principal payment of the Exit Term Loan Facility, in an amount estimated to be \$7.2 million (such payment, the “**Cash Collateral Payment**”).

For the avoidance of doubt, (i) any letter of credit issued and/or outstanding in connection with the settlement with Golden Pass LNG Terminal LLC (the “**GPX Letters of Credit**”) shall be considered financial letters of credit for all purposes under the Exit Facilities Documentation (as defined below), (ii) the maximum face amount of all GPX Letters of

Credit as of any date of measurement shall be included in Consolidated Funded Indebtedness, (iii) the face amount of the GPX Letters of Credit shall automatically be permanently reduced in connection with any draw thereof (or any payment by any Borrower or any subsidiary in connection with the relevant settlement in lieu of a drawing on a GPX Letter of Credit, in which case the applicable Borrower and the issuer thereof shall mutually agree on the GPX Letter of Credit(s) so to be reduced) and any such permanent reduction shall reduce the face amount thereof for purposes of the amount included in Consolidated Funded Indebtedness as of any date of measurement, and (iv) the GPX Letters of Credit shall not include any provision for any increase of the amount thereof or extension of the termination date thereof (clauses (i)-(iv), collectively, the “**GPX Letters of Credit Provisions**”).

In addition, the maximum face amount of all then-outstanding Letters of Credit issued from and after the Amendment Effective Date shall not at any time exceed \$200.0 million plus 50% of the face amount of Letters of Credit outstanding on the Amendment Effective Date (other than any GPX Letters of Credit) that after the Amendment Effective Date have expired or reduced or that have been drawn upon and reimbursed, with such sum not to exceed the Exit LC Sublimit.

Swingline Loans:

None.

Incremental Facilities:

None.

Purpose/Use of Proceeds:

- (A) The proceeds of borrowings under the Exit Term Loan Facility will be used by the Borrowers, on the Amendment Effective Date, to refinance in full the aggregate principal amount of Prepetition Term Loans outstanding immediately prior to the Amendment Effective Date.
- (B) The proceeds of the Exit Revolving Loans will be used on the Amendment Effective Date to refinance in full the principal amount of Prepetition Revolving Loans and Prepetition Revolving Commitments outstanding immediately prior to the Amendment Effective Date. Thereafter, the Letters of Credit and proceeds of Exit Revolving Loans will be used by the Borrowers and their subsidiaries in a manner consistent with the Documentation Principles.

Interest Rates and Fees:

As set forth on Annex I hereto.

Default Rate:

Consistent with the Documentation Principles; provided that the Exit Facilities Documentation shall provide that the default rate shall apply automatically after the occurrence of any event of default under the Exit Facilities Documentation.

Final Maturity, Amortization and Commitment Reductions:

(A) Exit Term Loan Facility

The Exit Term Loan Facility will mature on March 31, 2027 (the “**Exit Term Loan Maturity Date**”) and will amortize as follows (with the amount of each quarterly payment of the Exit Term Loan Facility adjusted to reflect the application of any optional or mandatory prepayment of Exit Term Loans (other than any Special Asset Sale Prepayment)):

Date	Principal Payment
March 31, 2025	\$7,500,000
June 30, 2025	\$20,000,000

September 30, 2025 through December 31, 2026	\$7,500,000
Exit Term Loan Maturity Date	All remaining outstanding principal amount

(B) Exit Revolving Facility

The Exit Revolving Facility will mature, and Exit Revolving Commitments will terminate, on the earlier to occur of (x) the date that is the third anniversary of the Amendment Effective Date and (y) March 31, 2028 (the “**Exit Revolving Facility Maturity Date**”).

In addition, the Exit Revolving Commitments, the Exit L/C Sublimit and the Exit Revolving Loan Sublimit will each be reduced on the dates below to the principal amount set forth next to each such date (and to the extent usage exceeds the as-reduced Exit Revolving Commitment, the as-reduced Exit L/C Sublimit and/or the Exit Revolving Loan Sublimit, Exit Revolving Loans shall be repaid and/or Letters of Credit shall be cash collateralized in connection therewith):

Date	Exit Revolving Commitments	Exit L/C Sublimit	Exit Revolving Loan Sublimit
June 30, 2026	\$750,000,000	\$625,000,000	\$150,000,000 (no reduction)
December 31, 2026	\$650,000,000	\$575,000,000	\$100,000,000
June 30, 2027	\$550,000,000	\$500,000,000	\$75,000,000
December 31, 2027	\$500,000,000	\$500,000,000	\$75,000,000

Guarantees:

ZHI Entity Guaranty. The obligations of the Borrowers and all subsidiaries of Holdings under the Exit Facilities and obligations under any treasury management, interest protection or other hedging arrangements entered into with an Exit Lender (or any affiliate thereof) will be guaranteed by Holdings, by each of the Borrowers (other than with respect to their respective primary obligations) and by each existing and future direct and indirect domestic subsidiary of Holdings (collectively, the “**ZHI Entity Guarantors**”); provided that no subsidiary that is not wholly-owned shall be required to be a Guarantor if (a) unaffiliated third parties own the equity interests in such subsidiary that are not held by the Borrowers or their subsidiaries, (b) the organizational documents or governing agreements with respect to such subsidiary prohibit such subsidiary from guaranteeing the obligations under the Exit Facilities, and such limitation is a customary limitation entered into in the ordinary course of business as a result of arm’s-length negotiations with the third-party owner or owners and (c) no such excluded subsidiary is at any time an obligor with respect to any debt for borrowed money other than any such debt that is expressly non-recourse to Holdings and its subsidiaries (other than such non-wholly owned subsidiary and its subsidiaries).

All guarantees of all Guarantors will be guarantees of payment and not of collection.

Security:

With respect to assets securing the obligations of the Borrowers and the ZHI Entity Guarantors, consistent with the Documentation Principles; provided that the Exit Facilities Documentation shall be modified (with respect to assets securing the obligations of the Borrowers and the ZHI Entity Guarantors to include (i) a grant of a security interest in deposit accounts and securities accounts of the Borrowers and the ZHI Entity Guarantors, with a requirement that, with respect to any such accounts held with non-Exit Lenders, commercially reasonable efforts be used to provide control agreements satisfactory to the Administrative Agent relating thereto on terms and with timing to be agreed, (ii) an express grant of a security interest in intellectual property of the Borrowers and the ZHI Entity Guarantors, with a customary requirement to provide information necessary for filings with respect thereto, (iii) a pledge of equity interests in each subsidiary owned by any Borrower or any ZHI Entity Guarantor, with customary delivery requirements relating thereto, (iv) such other additional items of collateral of the Borrowers and the ZHI Entity Guarantors as may be mutually agreed and (v) certain customary exceptions and limitations applicable to the foregoing clauses (i)-(iv) to be mutually agreed (including customary limitations with respect to the pledge of equity of foreign subsidiaries and with respect to equity of non-wholly owned subsidiaries that would not be required to be or become a ZHI Entity Guarantor in accordance with the provisions of clauses (a) through (c) of the proviso in the Guarantees section above). Subject to any limitations in the foregoing, all such security interests shall be secured on a first priority perfected basis (subject to permitted liens).

Mandatory
Prepayments:

Consistent with the Documentation Principles; provided that the Exit Facilities Documentation shall be modified such that (i) the threshold for mandatory prepayments for dispositions shall be \$5 million per year, with an aggregate cap of \$10 million during the term of the Exit Facilities, (ii) the mandatory prepayment for dispositions shall be expanded to include provision for insurance and condemnation proceeds on the same threshold and reinvestment terms as dispositions, (iii) the reinvestment period included in the mandatory prepayment for dispositions shall be shortened to 180 days, (iv) the reinvestment right included in the mandatory prepayment for dispositions shall be limited to reinvestment in capital assets reasonably expected to generate positive earnings for the Borrowers within 90 days after the acquisition thereof, (v) a new mandatory prepayment for issuances of debt not otherwise permitted under the Exit Facilities Documentation shall be included, and (vi) a new mandatory prepayment, which shall not be subject to any threshold or reinvestment rights, shall be included whereby 100% of the Net Cash Proceeds (as defined in the Prepetition Credit Agreement) received from the disposition (whether in one disposition or in multiple dispositions) of certain equipment identified by the Borrowers to the Administrative Agent prior to the Amendment Effective Date in an aggregate amount up to approximately \$13 million shall be applied to prepay the Exit Term Loans promptly following receipt of the proceeds thereof (the “*Special Asset Sale Prepayment*”).

Voluntary
Prepayments and
Reductions in
Commitments:

Voluntary reductions of the unutilized portion of the Exit Revolving Commitments and prepayments of borrowings under the Exit Facilities will be permitted at any time without premium or penalty on terms and conditions consistent with the Documentation Principles.

Documentation
Principles:

The definitive documentation with respect to the Exit Facilities (the “*Exit Facilities Documentation*”) will be based on the Prepetition Credit Agreement and the other Loan Documents (as defined in the Prepetition Credit Agreement, the “*Prepetition Loan Documents*”) with changes and modifications (a) as necessary to reflect the terms set forth in this Exit Facilities Term Sheet, (b) as necessary to take into account the Transactions and the nature of the Exit Facilities as an exit financing, (c) as necessary to reflect the pro forma projections of Holdings and its subsidiaries giving effect to the Transactions and the Exit Facilities and any other transactions in connection therewith, and the operational expectations during the term of the Exit Facilities after giving effect to such transactions, (d) any changes in law or accounting standards and requirements of local law since the date of

the Prepetition Credit Agreement or to cure mistakes or defects therein, (e) to take into account the administrative and operational requirements of the Administrative Agent and the Exit Lenders as in effect on the Amendment Effective Date for credit facilities of this nature, (f) the terms set forth in the next ensuing paragraph and (g) as otherwise mutually agreed among the Borrowers, the Administrative Agent and the Exit Lenders.

Without limitation of the foregoing or any other provision of this Exit Facilities Term Sheet (including in the Affirmative Covenants and Negative Covenants sections below):

- (i) the definition of Consolidated Funded Indebtedness set forth in the Prepetition Credit Agreement shall be modified to (x) not treat Permitted Other Deferred Payables Debt (as defined below) as funded indebtedness and (y) include the debt for borrowed money of joint ventures that are not consolidated with Holdings to the extent any Borrower or any of their subsidiaries is a joint venture partner thereof (unless such debt is expressly made non-recourse to Holdings or any of its subsidiaries) (provided that the modifications set forth in this clause (i)(y) shall also be made to the definition of Indebtedness set forth in the Prepetition Credit Agreement);
- (ii) the definitions of “Permitted Bond Indebtedness” and “Permitted Notes” set forth in the Prepetition Credit Agreement shall be removed, and all corresponding references and provisions related thereto in the Prepetition Credit Agreement shall be modified to effectuate the removal of such definitions and their related provisions;
- (iii) each of clause (d) of the definition of Indebtedness set forth in the Prepetition Credit Agreement and clause (d) of the definition of Consolidated Funded Indebtedness set forth in the Prepetition Credit Agreement shall be modified to incorporate the GPX Letters of Credit Provisions;
- (iv) the reporting covenants set forth in the Prepetition Credit Agreement shall be modified to include the reporting requirements set forth on Annex II attached hereto;
- (v) the negative covenants in the Prepetition Credit Agreement shall be modified to include a prohibition on (x) amendments to project contracts during the first two years following the Amendment Effective Date which have the effect of increasing then-projected project costs by more than 20% of the originally projected project costs without an increase to the projected project revenue in an amount not less than the increase in projected project costs and (y) amendments to project contracts that waive any right to payment or reimbursement from project owners that exceed, in the aggregate, 5.0% of the aggregate amount payable under the applicable contract, or any amendments to project contracts that waive any force majeure defenses related thereto;
- (vi) the negative covenants in the Prepetition Credit Agreement shall be modified to require the consent of the Required Lenders to enter into new fixed price lump sum projects (“**Fixed Projects**”) in excess of \$1 billion (it being understood and agreed that contracts with price escalators and other adjustment mechanisms commonly referred to as “hybrid” contracts are not to be considered Fixed Projects); and
- (vii) the Prepetition Credit Agreement shall be modified to remove Section 2.14 thereof (incremental facilities).

The provisions of this section are referred to herein as the “**Documentation Principles.**”

Conditions
Precedent to Initial
Borrowing:

The initial availability of, and initial borrowing under, the Exit Facilities will be subject to the satisfaction (or waiver) of the following conditions:

- (i) The Plan (a) shall have been confirmed by the Bankruptcy Court and shall not have been amended, stayed, supplemented or otherwise modified in any respect that is materially adverse to the rights and interests of the Exit Lenders (taken as a whole), unless consented to in writing by the Administrative Agent and (b) shall be substantially consummated, as set forth in Section 1101 of the Bankruptcy Code, and effective concurrently with the initial borrowing under the Exit Facilities in accordance with the Plan.
- (ii) As of the Amendment Effective Date (after giving effect to the Transactions), the representations and warranties contained in the Exit Facilities Documentation shall be accurate in all material respects (or, in the case of representations and warranties that are qualified by materiality, in all respects).
- (iii) As of the Amendment Effective Date (after giving effect to the Transactions), no default or event of default under the Exit Facilities Documentation shall have occurred.
- (iv) The negotiation, execution and delivery of customary definitive documentation in respect of the Exit Financing consistent with the terms set forth in this Exit Facilities Term Sheet and otherwise reasonably satisfactory to the Required Lenders and the Administrative Agent.
- (v) Compliance with customary documentation conditions, including the delivery of customary legal opinions and closing certificates (including a customary solvency certificate), good standing certificates and certified organizational documents, in each case, in form and substance reasonably satisfactory to the Required Lenders and the Administrative Agent.
- (vi) Delivery of all documentation and other information required by bank regulatory authorities under applicable “know-your-customer” and anti-money laundering rules and regulations, including without limitation the Patriot Act, in each case at least three (3) business days prior to the Amendment Effective Date to the extent requested at least ten (10) business days prior to the Amendment Effective Date.
- (vii) Payment of all fees required to be paid to the Exit Lenders, the Lead Arranger or the Administrative Agent on the Amendment Effective Date pursuant to the Exit Facilities Documentation, and reasonable (and reasonably documented) out-of-pocket expenses required to be paid on the Amendment Effective Date pursuant to the Exit Facilities Documentation (including, without limitation, all accrued and unpaid fees and expenses of counsel and financial advisors to the Administrative Agent and the Exit Lenders), to the extent invoiced in reasonable detail at least five business days prior to the Amendment Effective Date.
- (viii) Receipt of satisfactory evidence that the Borrowers have fully exited the project with Golden Pass LNG Terminal LLC on terms reasonably acceptable to the Administrative Agent and the Exit Lenders.

- (ix) Receipt by the Borrowers of equity investments in the form of common equity in an aggregate amount of net cash proceeds not less than \$30 million on the Amendment Effective Date (exclusive of the \$20 million intercompany payable that shall be equitized on or prior to the Amendment Effective Date).
- (x) Receipt by the Administrative Agent, for the benefit of the Exit Lenders (shared in a manner to be determined), of an upfront fee in an amount equal to \$4,500,000.
- (xi) Evidence that the administrative agency fee owing to the Administrative Agent under the Prepetition Credit Agreement shall continue for the term of the Exit Financing, or documentation effectuating such fee.
- (xii) The application of the Cash Collateral Payment to the outstanding Exit Term Loans as of the Amendment Effective Date.

Conditions
Precedent to All
Subsequent
Borrowings after
the Amendment
Effective Date:

Consistent with the Documentation Principles.

Representations and
Warranties:

Consistent with the Documentation Principles, with certain changes related to materiality and Material Adverse Effect qualifiers to be mutually agreed.

Affirmative
Covenants:

The Exit Facilities Documentation will contain the same affirmative covenants set forth in the Prepetition Credit Agreement (subject to the Documentation Principles), as modified below, subject, in each case, to materiality thresholds, baskets and other exceptions and qualifications consistent with the Documentation Principles or as otherwise may be mutually agreed.

Without limitation of the foregoing or any other provision of this term sheet (including Annex II attached hereto):

- (i) Section 6.10 of the Prepetition Credit Agreement will be modified to permit inspections twice per calendar year at the Borrowers' expense, and at any other time on reasonable advance notice to the Borrowers at the expense of the Administrative Agent and/or Exit Lender(s), as applicable (provided that when an event of default exists, the Administrative Agent and/or any Exit Lender may do any of the foregoing at the expense of the Borrowers at any time during normal business hours and without advance notice);
- (ii) Section 6.12 of the Prepetition Credit Agreement will be modified to require the identification of any subsidiary that is required to be or become a ZHI Entity Guarantor promptly after the creation or acquisition of such subsidiary, or such subsidiary ceasing to be excluded pursuant to the provisions under the Guarantees section above, and the joinder thereof as a ZHI Entity Guarantor (and the provision of collateral related thereto) to be effectuated (x) within 30 business days of creation or acquisition of such new subsidiary or (y) within 45 days after any subsidiary ceases to be excluded from the requirement to be or become a ZHI Entity Guarantor (in each case, as such timeframes may be extended by the Administrative Agent, in its sole discretion); and

- (iii) a new affirmative covenant will be added to provide for a third-party reviewer selected by the Administrative Agent, at the sole cost and expense of the Borrowers, to conduct an annual review of (x) corporate and project governance policies and procedures of the Borrowers and their subsidiaries and joint ventures with respect to ongoing projects and (y) the current and anticipated ongoing performance of each such project, in each case with a comparison to the certifications made with respect to each such project from time to time pursuant to the Exit Facilities Documentation, in each case with mechanics and cost caps applicable thereto to be mutually agreed.

Negative
Covenants:

The Exit Facilities Documentation will contain the same negative covenants set forth in the Prepetition Credit Agreement (subject to the Documentation Principles), as modified below, subject, in each case, to materiality thresholds, baskets and other exceptions and qualifications consistent with the Documentation Principles or as otherwise may be mutually agreed

Without limitation of the foregoing or any other provision of this term sheet:

- (i) Section 7.01 of the Prepetition Credit Agreement will be modified to include a basket for the Permitted Sunbelt Deferred Payables Debt (as defined below) and the Permitted Other Deferred Payables Debt, in each case to the extent permitted to be incurred under Section 7.03 of the A&R Credit Agreement;
- (ii) Section 7.02 of the Prepetition Credit Agreement will be modified to:
 - a. eliminate the ability to make Permitted Acquisitions;
 - b. prohibit investments made in third parties outside of the United States;
 - c. prohibit investments in any joint venture (whether or not constituting a subsidiary) unless (w) unaffiliated third parties own the equity interests in such subsidiary that are not held by the Borrowers or their subsidiaries, (x) such joint venture is entered into in the ordinary course of business, consistent with past practice, for the accomplishment of a specific project and is the result of arm's-length negotiations with the third-party owner or owners, (y) prior to such investment, the Administrative Agent and the Exit Lenders have received a projection for revenue, margin and costs for such project and (z) no such joint venture is (or at any time is permitted to be or become) an obligor with respect to any debt for borrowed money other than debt that is expressly non-recourse to Holdings and its subsidiaries (other than such joint venture and its subsidiaries);
 - d. prohibit formation of, or investments in, subsidiaries that are not wholly-owned domestic subsidiaries (except to the extent constituting a joint venture for which such investment would be permitted by the foregoing clause c.);
 - e. reduce the dollar basket in Section 7.02(j) of the Prepetition Credit Agreement to an amount to be mutually agreed; and
 - f. without regard to any other investment basket, limit to \$5.0 million at any time outstanding investments by Holdings and its subsidiaries in insider affiliates;

- (iii) Section 7.03 of the Prepetition Credit Agreement will be modified to:
 - a. include a basket for second-lien secured debt, reflecting total interest (exclusive of any customary default rate) of no more than 8.0% per annum, owing to one or more trade creditors in connection with deferred payables in an aggregate amount not to exceed \$44.5 million, which debt (i) shall have a maturity date that is not earlier than 10 days after the Exit Revolving Facility Maturity Date, (ii) shall include amortization payable to such trade creditors in an amount reasonably acceptable to the Administrative Agent and the Exit Lenders, (iii) shall be subordinated with respect to liens to the Exit Facilities on terms and conditions reasonably acceptable to the Administrative Agent and the Exit Lenders and (iv) shall otherwise be on terms reasonably acceptable to the Administrative Agent and the Exit Lenders (the “**Permitted Sunbelt Deferred Payables Debt**”); and
 - b. include a basket for third-lien debt, reflecting total interest (exclusive of any customary default rate) of no more than 15.0% per annum, owing to one or more trade creditors in connection with deferred payables in an initial aggregate principal amount not to exceed the aggregate amount of allowed general unsecured claims under the Plan (estimated to be \$57.5 million as of the Amendment Effective Date), which debt (i) shall have a maturity date that is not earlier than 91 days after the Exit Revolving Facility Maturity Date, (ii) shall not, unless otherwise ordered by the Bankruptcy Court in connection with the confirmation of the Plan, permit any amortization or payment of interest (other than up to 7.5% per annum of cash interest) or principal in cash prior to such maturity date and (iii) shall otherwise be subject to customary terms for secured, paid-in-kind interest debt to be mutually agreed (“**Permitted Other Deferred Payables Debt**”); and
 - c. without regard to any other indebtedness basket, limit indebtedness owing by Holdings and its subsidiaries to any Insider Affiliate to an amount not exceeding \$5.0 million in the aggregate at any time outstanding;
- (iv) Section 7.05 of the Prepetition Credit Agreement will be modified such that the threshold included in clause (f) thereof shall be determined on an annual basis for all relevant dispositions in the applicable fiscal year, as well as on an aggregate basis for all relevant dispositions since the Amendment Effective Date, in each case in amounts per year and aggregate amounts to be mutually agreed;
- (v) Section 7.06 of the Prepetition Credit Agreement will be modified to:
 - a. remove clause (e) thereof; and
 - b. modify the basket set forth in clause (d) to permit any payments required to be made pursuant to (i) the certain Tax Sharing Agreement, dated as of January 1, 2017 among Holdings and certain of its subsidiaries and affiliates (the “**Tax Sharing Agreement**”) and (ii) the Insurance Cost Sharing Agreement, dated as of December 28, 2012 among Holdings and certain of its subsidiaries and affiliates (the “**Insurance Cost Sharing Agreement**”), in each case, solely to the extent such payments are attributable to the assets and operations of Holdings and its subsidiaries, and not in excess of amounts directly tied thereto (it being understood and agreed for the avoidance of doubt that Section 7.06(d) of the A&R Credit

Agreement (as amended) shall not be restricted by any other negative covenant restriction);

- (vi) Section 7.12 of the Prepetition Credit Agreement will be modified to reduce the Maximum Capital Expenditure (as defined in the Prepetition Credit Agreement) amount to \$25,000,000;
- (vii) Section 7.18 of the Prepetition Credit Agreement will be modified to remove the carve-out for liens on equity interests of acquired entities granted to secure a portion of the purchase price thereof;
- (viii) a provision shall be included prohibiting the Borrowers and the ZHI Entity Guarantors from contributing, selling, transferring or otherwise disposing of any intellectual property that is owned by and used in the business of Holdings or any of its subsidiaries to any subsidiary that is not a ZHI Entity Guarantor;
- (ix) a provision shall be included prohibiting the amendment of the Tax Sharing Agreement and/or the Insurance Cost Sharing Agreement in a manner adverse to the Exit Lenders without the prior written consent of the Administrative Agent; and
- (x) a provision shall be included prohibiting (A) any cash payment on Permitted Sunbelt Deferred Payables Debt during the term of the Exit Facilities other than scheduled interest and principal payments (and requiring the absence of any event of default for such scheduled payments) and (B) any cash payment on Permitted Other Deferred Payables Debt during the term of the Exit Facilities, except up to 7.5% per annum of cash interest (and requiring the absence of any event of default for such cash payments).

Financial
Covenants:

The financial covenants set forth in Section 7.11 of the Prepetition Credit Agreement will be replaced in their entirety with the following financial covenants (which shall be first tested on the last day of the fiscal quarter of Holdings ending June 30, 2025):

- (A) A maximum Consolidated Leverage Ratio (to be defined in a manner consistent with the Documentation Principles; provided that the numerator shall be calculated to include secured Consolidated Funded Indebtedness (including, for the avoidance of doubt, Permitted Sunbelt Deferred Payables Debt) other than Permitted Other Deferred Payables Debt), to be tested quarterly at the time quarterly financial statements are delivered to the Administrative Agent under the Exit Facilities Documentation with respect to the four fiscal quarter period ending on the last day of such fiscal quarter, in accordance with the covenant levels set forth in the below grid.

Period	Maximum Consolidated Leverage Ratio
Each four fiscal quarter period ending June 30, 2025 through and including June 30, 2026	3.00:1.00
Each four fiscal quarter period ending September 30,	2.25:1.00

2026 through and including March 31, 2027	
Four fiscal quarter period ending June 30, 2027	2.00:1.00
Four fiscal quarter period ending September 30, 2027 and each four fiscal quarter period ending thereafter	1.50:1.00

- (B) A minimum Consolidated Fixed Charge Coverage Ratio (to be defined in a manner consistent with the Documentation Principles; provided that the numerator shall be modified to be calculated to include (without duplication) all distributions received by joint ventures during the applicable period) set at 1.40:1.00 to be tested quarterly at the time quarterly financial statements are delivered to the Administrative Agent under the Exit Facilities Documentation with respect to the four fiscal quarter period ending on the last day of such fiscal quarter.

Consolidated EBITDA:

“Consolidated EBITDA” shall be defined in a manner consistent with the Documentation Principles; provided that the definition of “Consolidated EBITDA” shall be modified to (i) include (without duplication) an add-back (to the extent deducted in arriving at consolidated net income) for the amount of any fees, expenses, transaction costs and charges which are incurred through the Amendment Effective Date in connection with fresh start accounting, the Cases, the Transactions and the Plan, and the transactions contemplated thereby (to the extent deducted in the calculation of consolidated net income for the relevant period), (ii) remove the add-back for the amount of the FLNG Charge (as defined in the Prepetition Credit Agreement), (iii) remove the add-back for the reasonable expenses, commissions, discounts, fees, bonuses, or charges in connection with any Permitted Acquisition and (iv) include (without duplication) an add-back (to the extent deducted in arriving at consolidated net income) for post-exit third-party professional fees, costs and expenses to the extent incurred in connection with the Transactions.

Consolidated EBITDA (a) for the four fiscal quarter period ending June 30, 2025 shall be calculated as Consolidated EBITDA for the one fiscal quarter ending June 30, 2025 times four, (b) for the four fiscal quarter period ending September 30, 2025 shall be calculated as Consolidated EBITDA for the two fiscal quarters ending September 30, 2025 times two, (c) for the four fiscal quarter period ending December 31, 2025 shall be calculated as Consolidated EBITDA for the three fiscal quarters ending December 31, 2025 times $\frac{4}{3}$ and (d) thereafter shall be calculated on a trailing four-quarter basis.

Events of Default:

Consistent with the Documentation Principles; provided that without limitation of the foregoing or any other provision of this term sheet:

- (i) the definition of Change of Control shall be modified to (x) require Holdings to at all times own 100%, directly or indirectly, of each Borrower, and (y) require the Permitted Holders (as defined in the Prepetition Credit Agreement) to at all times own, directly or indirectly, not less than 75% of Holdings and (z) include any occurrence of any “change of control” under any material indebtedness; and
- (ii) certain material occurrences with respect to projects, including related to material projects having negative projected margin, experiencing material deviations on

cost estimates and/or any termination of any material contract (in each case, with materiality thresholds to be mutually agreed), shall constitute an event of default.

Waiver: Any Default (as defined in the Prepetition Credit Agreement) and any Event of Default (as defined in the Prepetition Credit Agreement) that may have occurred under the Prepetition Credit Agreement or the other Prepetition Loan Documents prior to the Amendment Effective Date, or that is existing under the Prepetition Credit Agreement or the other Prepetition Loan Documents as of the Amendment Effective Date (including, but not limited to, as a result of or in connection with the Cases), shall be deemed waived upon effectiveness of the Amendment and Restatement, and any failure of the Borrowers and their subsidiaries to comply with any delivery or notice requirement under the Prepetition Credit Agreement or the other Prepetition Loan Documents prior to the Amendment Effective Date shall be deemed waived upon effectiveness of the Amendment and Restatement and shall no longer required to be complied with unless specifically set forth in the Exit Facilities Documentation.

Voting: Consistent with the Documentation Principles.

Cost and Yield Protection: Consistent with the Documentation Principles.

Assignments and Participations: Consistent with the Documentation Principles.

Expenses and Indemnification: Consistent with the Documentation Principles.

Governing Law and Forum: Texas.

Counsel to the Administrative Agent and the Lead Arrangers: McGuireWoods LLP.

Annex I to Summary of Principal Terms and Conditions

Interest Rates:

The interest rates under the Exit Facilities with respect to Exit Loans will be as follows, at the option of the Borrowers:

(xi) the greater of (i) Term SOFR (defined below) plus the SOFR Adjustment (defined below) plus 5.50% and (ii) 11.0% per annum;

or

(y) the greater of (i) the Base Rate (defined below) plus 4.50% and (ii) 10.0% per annum.

The Borrowers may elect interest periods of 1, 3 or 6 months for Term SOFR borrowings.

Calculation of interest shall be on the basis of the actual days elapsed in a year of 360 days (or 365 or 366 days, as the case may be, in the case of Base Rate loans) and interest shall be payable (i) in the case of loans bearing interest based upon the Term SOFR, at the end of each interest period and, in any event, at least every 3 months and on the applicable maturity date and (ii) in the case of loans bearing interest based upon the Base Rate, quarterly in arrears and on the applicable maturity date.

“**Base Rate**” has the meaning set forth in the Prepetition Credit Agreement (subject to adjustment based on the Documentation Principles).

“**SOFR Adjustment**” has the meaning set forth in the Prepetition Credit Agreement (subject to adjustment based on the Documentation Principles).

“**Term SOFR**” has the meaning set forth in the Prepetition Credit Agreement (subject to adjustment based on the Documentation Principles).

Letter of Credit Fees:

- (i) Performance Letter of Credit Fee: a per annum fee (the “**Performance Letter of Credit Fee**”) equal to 3.30% *times* the daily amount available to be drawn under the applicable Performance Letter of Credit (to be defined in a manner consistent with the Documentation Principles). For purposes of calculating the Performance Letter of Credit Fees for any Performance Letter of Credit that provides for one or more automatic increases in the stated amount thereof, the stated amount thereof shall be the maximum stated amount of such Performance Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.
- (ii) Financial Letter of Credit Fee: a per annum fee (the “**Financial Letter of Credit Fee**”) equal to 5.5% *times* the daily amount available to be drawn under the applicable Financial Letter of Credit (to be defined in a manner consistent with the Documentation Principles). For purposes of calculating the Financial Letter of Credit Fees for any Financial Letter of Credit that provides for one or more automatic increases in the stated amount thereof, the stated amount thereof shall be the maximum stated amount of such Financial Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.
- (iii) Fronting Fee: a fee paid directly to Bank of America for its own account with respect to each Letter of Credit issued by Bank of America in an amount equal to 0.125%.

Non-Use Fee: A non-use fee of 0.95% per annum shall be payable on the actual daily unused portion of the Exit Revolving Commitments. Such fee shall be payable quarterly in arrears, commencing on the first quarterly payment date to occur after the Amendment Effective Date.

Annex II to Summary of Principal Terms and Conditions

Certain Enhanced Financial and Operational Reporting Requirements

- (i) Section 6.01 of the Prepetition Credit Agreement will be modified to require:
 - a. delivery of, until such time as a compliance certificate for a fiscal period ending on or after December 31, 2025 is delivered demonstrating a Consolidated Leverage Ratio of not greater than 1.50 to 1.00, a monthly income statement within 45 days after the end of each calendar month;
 - b. together with the unaudited quarterly financial statements for each of the first three (3) fiscal quarters and the annual audited financial statements, delivery of quarterly consolidating balance sheets and statements of income or operations and cash flows of Holdings and its subsidiaries; and
 - c. that the unaudited quarterly financial statements for each of the first three (3) fiscal quarters and the annual audited financial statements be accompanied by management discussion and analysis of all financial results of Holdings and its subsidiaries compared (x) between different fiscal periods of Holdings and (y) to the most recent forecast delivered to the Exit Lenders, including, but not limited to, a discussion of the following topics: (A) discussion and analysis of results of operations, including the description and quantification of each material factor, offsetting factors, unusual or infrequent events, and economic developments causing changes, (B) discussion of known trends or uncertainties that are reasonably expected to impact near and long term results, discussion of drivers of cash flows and the trends and uncertainties related to meeting known or reasonably likely future cash requirements and (C) discussion and analysis of each material contract.
- (ii) Section 6.02 of the Prepetition Credit Agreement will be modified to include a requirement for delivery of:
 - a. together with the delivery of each compliance certificate, reports on status of current projects on a quarterly basis, which shall specify (A) the original projection for revenue, margin and costs for such project, (B) the current projection for revenue, margin and costs for such project, and (C) any material and adverse changes in expected collections from such project (whether in terms of cost or timing of anticipated completion), in each case, in form substantially consistent with the form of report delivered by the Borrowers to the Administrative Agent on September 30, 2024; and
 - b. together with the delivery of each compliance certificate, reports on “jobs in progress” containing backlog plus project-by-project detail, in form and substance to be agreed, but including at a minimum (A) job name, (B) original projections of contract amount, gross profit and gross margin percentage, (C) the amount of revenues, costs, gross profit and gross profit margin to date, (D) percentage complete, (E) amount billed to date, (F) amount over billed or under billed, as the case may be, (G) revenue, costs and gross profit reflected in the income statement most recently delivered, (H) remaining revenue, costs, and gross profit; (I) revised projection for contract amount, costs, gross profit and gross margin, (J) estimated completion date.
- (iii) Section 6.03 of the Prepetition Credit Agreement will be modified to include a requirement for delivery of prompt notice of (x) any Borrower obtaining knowledge of any information and/or facts that would reasonably be expected to, give rise to a default, a right of termination or any other material and adverse impact under any individual project contract or individual agreement governing a joint venture and (y) any Borrower receiving notice from the counterparty to a project contract or the third-party partner in a joint venture with respect to any material and adverse events, subject, in each case of clauses (x) and (y), to materiality thresholds to be mutually agreed.
- (iv) Prior to any issuance, amendment, extension or increase to or of any Letter of Credit, the Borrowers shall be required to deliver (no less than five business days prior to any requested date of issuance, amendment, extension or increase, as applicable) to the Administrative Agent, for distribution to the Exit Lenders, a certification indicating whether such Letter of Credit relates to a new or ongoing project, such certification

to be accompanied by a report detailing, in each case in reasonable detail, (i) the underlying project arrangement, with supporting detail, (ii) the then-current projection of the revenues, costs and earnings associated with such project and (iii) the anticipated timeline for completion of such project.

Schedule 2

Non-Consensual A&R Credit Facility Term Sheet

Terms of Exit Credit Facility

Set forth below is a summary of certain key terms for the Exit Credit Facility Loans (as defined below) under the Exit Credit Facility (as defined below) to be issued by the Borrowers (as defined below) to the Lenders (as defined below) that are Credit Facility Lenders (as defined below) under that certain Second Amended and Restated Credit Agreement, dated as of February 19, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Zachry Holdings, Inc., a Delaware corporation, as a borrower and as holdings, Zachry EPC Holdings, LLC, a Texas limited liability company and Zachry Plant Services Holdings, Inc., a Texas corporation, each as a borrower, the several lenders from time to time parties thereto (the “**Credit Facility Lenders**”), Bank of America, N.A., as the administrative agent and collateral agent, and each other party thereto, pursuant to the *Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates*, filed in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) on January 23, 2025 (Docket No. 1978), as may be amended from time to time (together with all schedules, documents and exhibits contained therein, and any amendments, supplements, modifications or waivers thereto, the “**Plan**”). This summary of proposed terms and conditions does not purport to summarize all the terms, conditions, representations and other provisions with respect to the transactions referred to herein, which will be set forth in the Exit Credit Facility Documents (as defined below). Capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in the Plan.

<u>Borrowers:</u>	Zachry Holdings, Inc., a Delaware corporation, 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 ”).
<u>Holdings:</u>	Zachry Holdings, Inc., a Delaware corporation (“ Holdings ” or the “ Company ”).
<u>Guarantors:</u>	The obligations of the Borrowers under the Exit Credit Facility would be guaranteed by the same former direct and indirect wholly-owned domestic subsidiaries of Holdings that are guarantors under the Credit Agreement (collectively, the “ Guarantors ”). The Borrowers and the Guarantors are referred to herein as “ Loan Parties ” and each, a “ Loan Party .”
<u>Lenders:</u>	The Credit Facility Lenders under the Credit Agreement (collectively, the “ Lenders ”).
<u>Amount:</u>	\$281.25 million plus the Drawn Existing Letter of Credit Amount (the “ Exit Credit Facility Loan Amount ”).
<u>Administrative / Collateral Agent:</u>	A financial institution satisfactory to the Debtors (the “ Bank Agent ”).
<u>Loan Facility:</u>	A senior secured U.S. dollar denominated term loan facility in an aggregate principal amount equal to the Exit Credit Facility Loan Amount (the “ Exit Credit Facility ”; the loans made thereunder, the “ Exit Credit Facility Loans ”) to be deemed issued in full and final satisfaction of the Prepetition Credit Facility Claims of the Lenders upon the effective date of the Plan (the “ Effective Date ”).
<u>Maturity Date:</u>	The Exit Credit Facility Loans would mature five (5) years from the Effective Date.
<u>Amortization:</u>	1.00% per annum, payable in cash in four equal quarterly installments.
<u>Exit Credit Facility Documents:</u>	The Exit Credit Facility would be documented in a credit agreement (the “ Exit Credit Facility Agreement ”) and would be secured pursuant to customary security agreements. The documents referred to in the preceding sentence are referred to as the “ Exit Credit Facility ”

Documents". The Exit Credit Facility Documents shall be in form and substance satisfactory to the Debtors.

Interest Rate: The Exit Credit Facility Loans will bear interest at the minimum rate required to satisfy section 1129(b)(2)(A) of the Bankruptcy Code but, in any event at a rate no greater than SOFR *plus* 500 bps per annum, payable in cash quarterly. There would be no SOFR credit spread adjustment.

Upfront Fees / OID: None.

Letters of Credit: All letters of credit existing under the Credit Agreement as of the Effective Date (the **"Existing Letters of Credit"**) shall be deemed to have been issued pursuant to the Exit Credit Facility on the Effective Date and shall be subject to and governed by terms and conditions consistent with the terms and conditions applicable to letters of credit set forth in the Prepetition Credit Agreement; provided, that the Borrowers shall not have the ability to obtain any new letters of credit to replace Existing Letters of Credit that have expired, been reduced or that have been drawn upon and reimbursed. To the extent there is a draw made with respect to any Existing Letter of Credit on or after the Effective Date, the applicable issuing banks shall honor that draw and the aggregate amount of any such draw shall automatically be deemed to be Exit Credit Facility Loans and increase the outstanding principal amount of the Exit Credit Facility Loans (such amount, the **"Drawn Existing Letter of Credit Amount"**).

Optional Prepayments: There would be no restriction on optional prepayment, and the Exit Credit Facility Loans would be able to be prepaid at any time and from time to time without premium or penalty.

Mandatory Prepayment Requirements: Upon the commencement of any liquidation, dissolution or winding up of the affairs of the Company or its Significant Subsidiaries (as defined below) or bankruptcy, reorganization or any other similar event or proceeding, whether voluntary or involuntary, with respect to the Company or its Significant Subsidiaries (each, a **"Payment Event"**) or Deemed Payment Event (as defined below), the then-outstanding principal amount of the Exit Credit Facility Loans, together with accrued and unpaid interest thereon to but excluding the payment date, shall be immediately due and payable.

"Deemed Payment Event" means any of the following: (i) the lease of all or substantially all of the assets of the Company or its Significant Subsidiaries or the sale of all or substantially all of the Company's or its Significant Subsidiaries' assets (in each case whether in one transaction or a series of transactions); (ii) upon a Change of Control (as defined below); and (iii) on approval of a plan of liquidation or dissolution.

"Change of Control" means an event or series of events by which the Permitted Holders (as defined below) shall cease (collectively) to own, directly or indirectly, at least 50.1% of the equity interests in the Company entitled to vote for members of the board of directors or equivalent governing body of the Company.

"Permitted Holders" means (a) John B. Zachry and his heirs; (b) in the event of the incompetence or death of any of the Persons described in clause (a), such Person's estate, executor, administrator, committee or other personal representative, in each case who at any particular date shall be the beneficial owner or have the right to acquire, directly or indirectly, equity interests of the Company; (c) any trust created for the benefit of the Persons described in clause (a) or any trust for the benefit of such trust; and (d) any person controlled by the Persons described in clauses (a) through (c).

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

“Significant Subsidiaries” means any subsidiary which has total assets or total revenues (on a consolidated basis with its subsidiaries) of at least 10% of the total assets or total income or revenues from continuing operations, as applicable, of the Company (on a consolidated basis with the Company’s subsidiaries).

Prepayment / Make Whole Premium: None.

Security: The obligations of the Loan Parties under the Exit Credit Facility Loans shall be secured by a collateral package substantially identical to the collateral package described in the First Lien Credit Agreement.

Representations and Warranties: None.

Conditions Precedent: The Exit Credit Facility would become effective and the Exit Credit Facility Loans would be issued upon satisfaction of customary conditions precedent including: (i) the issuance by the Bankruptcy Court of an order confirming the Plan on terms acceptable to the Debtors (the **“Confirmation Order”**); (ii) the Confirmation Order being in full force and effect and not subject to a stay; and (iii) the occurrence of the Effective Date.

Affirmative Covenants: None.

Negative Covenants: The negative covenants of the Exit Credit Facility Agreement shall include only the following: (i) a restriction on the making of dividends by Holdings and (ii) a restriction on intercompany transactions, in each case other than dividends made or intercompany transactions entered into in the ordinary course of business and/or required to be made pursuant to (x) the certain Tax Sharing Agreement, dated as of January 1, 2017 among Holdings and certain of its subsidiaries and affiliates and (y) the Insurance Cost Sharing Agreement, dated as of December 28, 2012 among Holdings and certain of its subsidiaries and affiliates. For the avoidance of doubt, Holdings and its subsidiaries shall be permitted to pledge its cash or cash equivalents as cash collateral to support the issuance of new letters of credit after the Effective Date from non-Lender financial institutions.

Financial Covenants: None.

Events of Default: Limited to the following: nonpayment of principal when due; nonpayment of interest or fees after a five day grace period; nonpayment of any other amounts after a five business day grace period; violation of covenants; cross payment default and cross acceleration to material indebtedness; bankruptcy or other insolvency events of Holdings and its subsidiaries; unsatisfied material monetary judgments; and change of control.

Required Lenders: Lenders holding a majority of the outstanding commitments and/or other exposure under the Exit Credit Facility (the **“Required Lenders”**); provided, that the commitments and/or exposure of any defaulting Lender shall be disregarded in determining the Required Lenders at any time; provided further, that upon the occurrence of an event of default, the Required Lenders under the Exit Credit Facility shall have the right to enforce remedies with respect to the Exit Credit Facility, subject to certain exceptions.

Amendments: Required Lenders, except for amendments customarily requiring approval by all lenders or all affected lenders.

Cash Collateral: On the Effective Date, any cash collateral that was provided to the Lenders by the Debtors in connection with the cash collateralization of letters of credit during the Chapter 11 Cases shall be released in full to the Debtors.

Governing Law and
Submission to
Exclusive
Jurisdiction: State of Texas.

Exhibit F

GUC Trust Note Term Sheet

The GUC Trust Note Term Sheet contained in this **Exhibit F** remains subject to continued review and revision by the Debtors and other interested parties. The Debtors' rights are expressly reserved to alter, amend, modify, or supplement the GUC Trust Note Term Sheet in accordance with the terms of the Plan or by order of the Court. If the GUC Trust Note Term Sheet is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Court.

Zachry Holdings, Inc.
Secured Promissory Notes
Indicative Summary of Principal Terms and Conditions

This term sheet (the “Term Sheet”) presents material terms relating to the issuance by Zachry Holdings, Inc., a Delaware corporation (the “Company”), of secured promissory notes (the “Notes”) in connection with the consummation of the Company’s restructuring pursuant to chapter 11 of title 11 of the United States Code (*Case No. 24-90377*). 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].

<p>General:</p>	<p><u>Issuer</u>: The Company (as defined above)</p> <p><u>Holders</u>: Holders of Allowed General Unsecured Claims (the “<u>Holders</u>”)</p> <p><u>Guarantors</u>: All Debtors and any subsidiaries of the Company that guarantee the A&R Credit Facility or the Permitted Sunbelt Deferred Payables Debt (as defined in the term sheet for the A&R Credit Facility)</p> <p><u>Initial Principal Amount</u>: Aggregate of Allowed General Unsecured Claims, inclusive of postpetition interest accrued at the federal judgment rate</p> <p><u>Security</u>: All assets of the Company and the Guarantors pledged to the lenders under the A&R Credit Facility and/or the Permitted Sunbelt Deferred Payables Debt, junior in lien priority to the lenders under the A&R Credit Facility and the Permitted Sunbelt Deferred Payables Debt and “silent” subject to a reasonable standstill period pending satisfaction of the senior secured claims and release of senior liens; subject to an intercreditor agreement to be negotiated</p> <p><u>Maturity</u>: The first business day following the date that is 91 days after the Exit Revolving Maturity Date (as such date is defined in the A&R Credit Facility on the effective date thereof)</p> <p><u>Administrative Agent / Collateral Agent</u>: The Administrative Agent and the Collateral Agent for the Notes shall be selected by the Committee and be reasonably acceptable to the Debtors</p>
<p>Interest:</p>	<p>15% per annum (paid 7.5% in cash (the “<u>Cash Rate</u>”) and 7.5% in kind (the “<u>PIK Rate</u>”)). Interest shall be computed on the basis of a year of 365 or 366 days, as the case may be, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day of any applicable interest period).</p> <p>Accrued and unpaid interest shall be paid as follows: (a) paid in cash at the Cash Rate on the last day of each calendar quarter and (b) paid in kind at the PIK Rate by adding such amounts to the outstanding principal balance of the Notes on the last day of each calendar quarter and shall thereafter be deemed</p>

	part of the outstanding principal amount of the Notes and shall bear interest in accordance with the terms of the Notes.
Mandatory Repayment:	<p>Upon the commencement of any liquidation, dissolution or winding up of the affairs of the Company or its Significant Subsidiaries or bankruptcy, reorganization or any other similar event or proceeding, whether voluntary or involuntary, with respect to the Company or its Significant Subsidiaries (each, a “<u>Payment Event</u>”) or Deemed Payment Event (as defined below), the then-outstanding principal amount of the Notes, together with accrued and unpaid interest thereon to but excluding the payment date, shall be immediately due and payable.</p> <p>“<u>Deemed Payment Event</u>” means any of the following: (i) the lease of all or substantially all of the assets of the Company or its Significant Subsidiaries or the sale of all or substantially all of the Company’s or its Significant Subsidiaries’ assets (in each case whether in one transaction or a series of transactions); (ii) upon a Change of Control (as defined below); and (iii) on approval of a plan of liquidation or dissolution.</p> <p>“<u>Change of Control</u>” means an event or series of events by which (x) the Permitted Holders (as defined below) shall cease (collectively) to own, directly or indirectly, at least 50.1% of the equity interests in the Company entitled to vote for members of the board of directors or equivalent governing body of the Company, (y) the Company shall cease to own, directly or indirectly, 100% of the equity interests in Zachry EPC Holdings, LLC and Zachry Plant Services Holdings, Inc., or (z) there is any occurrence of any “change of control” under the A&R Credit Facility or the Permitted Sunbelt Deferred Payables Debt, in each case as of the effective date thereof.</p> <p>“<u>Permitted Holders</u>” means (a) John B. Zachry and his heirs; (b) in the event of the incompetence or death of any of the Persons described in clause (a), such Person’s estate, executor, administrator, committee or other personal representative, in each case who at any particular date shall be the beneficial owner or have the right to acquire, directly or indirectly, equity interests of the Company; (c) any trust created for the benefit of the Persons described in clause (a) or any trust for the benefit of such trust; and (d) any person controlled by the Persons described in clauses (a) through (c).</p> <p>“<u>Person</u>” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.</p> <p>“<u>Significant Subsidiaries</u>” means any subsidiary which has total assets or total revenues (on a consolidated basis with its subsidiaries) of at least 5% of the total assets or total income or revenues from continuing operations, as applicable, of the Company (on a consolidated basis with the Company’s subsidiaries).</p>

	Mandatory prepayments of the Notes to the extent of any declined prepayments under the A&R Credit Facility or the Permitted Sunbelt Deferred Payables Debt.
Optional Prepayment:	At any time, the Company shall have the option to repay all or a portion of the Notes at a price equal to the principal amount repaid plus accrued and unpaid interest thereon to (but excluding) the repayment date. Partial prepayments shall be made pro rata based on outstanding principal.
Breach:	<p>Following written notice from the Administrative Agent, the interest rate on the Notes shall increase by an increment of 2% per annum for all periods of time during which a Breach (as defined below) is continuing and such increased interest rate shall be applicable to all missed Cash Rate payments, retroactive to the last date a Cash Rate payment was made.</p> <p>The Collateral Agent, on behalf of the Holders, shall be entitled to all remedies available to secured creditors under applicable law, subject to the intercreditor agreement referred to above.</p> <p>“<u>Breach</u>” means any (i) failure to make any mandatory repayment or pay any cash interest when due, (ii) breaches of representations and warranties and any covenants set forth or incorporated by reference in the definitive documentation, (iii) assignment for the benefit of creditors or bankruptcy, (iv) a default under the A&R Credit Facility that results in acceleration of the amounts owed under the A&R Credit Facility, (v) a default under the Permitted Sunbelt Deferred Payables Debt that results in acceleration of the Permitted Sunbelt Deferred Payables Debt or (vi) such other customary defaults as may be included in the definitive documentation.</p>
Negative Covenants:	<p>Until the Notes are satisfied in accordance with its terms, each of the Company and the Guarantors agree not to undertake any of the following actions:</p> <p>(i) creating, incurring, assuming, or permitting to exist any indebtedness for borrowed money (including all obligations evidenced by loans, bonds, debentures, notes or similar instruments, or upon which interest payments are customarily paid) or any other indebtedness other than indebtedness constituting the Notes, the A&R Credit Facility, the Permitted Sunbelt Deferred Payables Debt, or permitted letters of credit, and the other exceptions on indebtedness under the A&R Credit Facility as of the effective date thereof;</p> <p>(ii) creating, incurring, assuming, or permitting to exist to exist any mortgage, deed of trust, lien, pledge, option, levy, execution, attachment, garnishment, hypothecation, assignment for security, deposit arrangement, encumbrance, charge, security interest or other preferential arrangement in the nature of a security interest of any kind or nature whatsoever, on or of any property (a “<u>Lien</u>”) other than Liens securing indebtedness under the Notes, the A&R Credit Facility, the Permitted Sunbelt Deferred Payables Debt, and other Liens that are “Permitted Liens” under the A&R Credit Facility Documents as of the effective date thereof; or</p>

	<p>(iii) declare or make, directly or indirectly, any Restricted Payment (as defined below).</p> <p>“<u>Restricted Payment</u>” shall mean, with respect to any Person and subject to the exceptions on restricted payments under the A&R Credit Facility as of the effective date thereof (which exceptions shall include the following but no additional exceptions for dividends by the Company: (i) dividends by subsidiaries of the Company to the Company or any other subsidiary of the Company in each case that are Guarantors, (ii) payments pursuant to the tax sharing agreement dated as of January 1, 2017 by and among the Company and its subsidiaries party thereto, (iii) amounts distributed to any direct or indirect parent of the Company to pay costs and expenses related to the Company’s insurance program, including, for the avoidance of doubt, any amounts transferred pursuant to the insurance cost sharing agreement dated as of January 1, 2012, and (iv) purchases of Equity Interests or Equity Rights (both as defined below) held by employees, directors or consultants upon the termination of their employment or services), any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of or issued by such Person, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interest or Equity Right of or issued by such Person.</p> <p>“<u>Equity Interests</u>” means shares of the capital stock (including common and preferred shares), partnership interests, membership interest in a limited liability company, beneficial interests in a trust, or other equity interests.</p> <p>“<u>Equity Rights</u>” means, with respect to any Person, any subscriptions, options, warrants, commitments, preemptive rights or agreements of any kind (including any shareholders’ or voting trust agreements) for the issuance, sale, registration or voting of, or securities convertible into, any additional Equity Interests in such Person.</p> <p>Other negative covenants under the A&R Credit Facility as in effect on the effective date thereof (including financial covenants) to be deemed incorporated by reference.</p>
Information Rights:	<p>The Administrative Agent shall have the right to receive the same annual and quarterly financial statements to be delivered to the Administrative Agent under the A&R Credit Facility as of the effective date thereof.</p> <p>Except (i) following and during the continuation of a Breach or (ii) to the extent necessary in connection with an action that requires direction from the Holders pursuant to the definitive documentation, the Administrative Agent shall not share financial statements or other financial information about the Company or its subsidiaries with the Holders, and in all cases, the Administrative Agent shall not provide confidential information concerning the Company or its subsidiaries to any Holder except pursuant to a non-disclosure agreement (in a form reasonably acceptable to the Company and naming the Company and its subsidiaries as express third-party beneficiaries), between the Administrative Agent and such Holder.</p>

Representations and Warranties	Representations and warranties under the A&R Credit Facility as in effect on the effective date thereof to be deemed incorporated by reference.
Affirmative Covenants	Affirmative covenants to include notices, payment of obligations, preservation of existence, maintenance of properties, maintenance of insurance, compliance with laws, books and records, additional guarantors, compliance with environmental laws, compliance with terms of leaseholds, material contracts, designation as senior debt, compliance with ERISA and further assurances
Amendment	<p>Amendment of the terms of the Notes shall require the prior written consent of the Administrative Agent and the Required Holders, provided that the following changes shall require the consent of each Holder directly and adversely affected by such change, (i) extensions of the scheduled maturity of any Note, (ii) reductions of the principal amount of any Note, (iii) waivers, reductions or postponement of any scheduled repayment (but not mandatory or voluntary prepayment) of the principal amount of the Note, (iv) reductions of the rate of interest and (v) extensions of time for payment of any interest</p> <p>“<u>Required Holders</u>” shall mean, at any time, one or more Holders holdings Notes representing more than 50% of aggregate principal amount of Notes then outstanding.</p>
Exercise of Remedies	Upon the occurrence of a Breach, Holders of Notes representing not less than 20% of aggregate principal amount of Notes then outstanding may direct the Administrative Agent and/or Collateral Agent to accelerate the Notes and/or exercise the other remedies available to the Holders under the terms of the Notes and applicable law, subject to the intercreditor agreement referred to above.
Governing Law:	Texas
Transferability of Notes	<p>The offer, issuance, and distribution of the 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 Company, subject to any contractual limitations or restrictions for control securities under the U.S. securities laws, if applicable. The Company shall cooperate with each of the Holders in determining the status of any Holder as an “affiliate” of the Company.</p> <p>The parties will negotiate in good faith to implement a structure that will provide for transferability of the Notes through the Administrative Agent, including but not limited to transactions that would prevent any Holder from being deemed an “affiliate” of the Company or any of its subsidiaries, as such term is defined under the Securities Act.</p> <p>Holders may freely assign the Notes, without the consent of the Company but after providing notice to the Agent, to any (i) existing Holder, (ii) financial institution (including hedge funds) or (iii) to any Person following and during the continuation of a Breach, provided, however, that any transfer</p>

	<p>or assignment of any Notes to any of the Company's competitors or vendors (or affiliates of such competitors or vendors) shall require the prior written consent of the Company in its sole discretion. The Administrative Agent shall not provide confidential information concerning the Company or its subsidiaries to any assignee or potential assignee except pursuant to a non-disclosure agreement (in a form reasonably acceptable to the Company and naming the Company and its subsidiaries as express third-party beneficiaries), between the Administrative Agent and such assignee or potential assignee.</p>
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Exhibit F-1

Redline of GUC Trust Note Term Sheet

Zachry Holdings, Inc.
Secured Promissory Notes
Indicative Summary of Principal Terms and Conditions

This term sheet (the “Term Sheet”) presents material terms relating to the issuance by Zachry Holdings, Inc., a Delaware corporation (the “Company”), of secured promissory notes (the “Notes”) in connection with the consummation of the Company’s restructuring pursuant to chapter 11 of title 11 of the United States Code (*Case No. 24-90377*). 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].

<p>General:</p>	<p><u>Issuer</u>: The Company (as defined above)</p> <p><u>Holders</u>: Holders of Allowed General Unsecured Claims (the “<u>Holders</u>”)</p> <p><u>Guarantors</u>: All Debtors and any subsidiaries of the Company that guarantee the A&R Credit Facility or the Permitted Sunbelt Deferred Payables Debt (as defined in the term sheet for the A&R Credit Facility)</p> <p><u>Initial Principal Amount</u>: Aggregate of Allowed General Unsecured Claims, inclusive of postpetition interest accrued at the federal judgment rate</p> <p><u>Security</u>: All assets of the Company and the Guarantors pledged to the lenders under the A&R Credit Facility and/or the Permitted Sunbelt Deferred Payables Debt, junior in lien priority to the lenders under the A&R Credit Facility and the Permitted Sunbelt Deferred Payables Debt and “silent” subject to a reasonable standstill period pending satisfaction of the senior secured claims and release of senior liens; subject to an intercreditor agreement to be negotiated</p> <p><u>Maturity</u>: The first business day following the date that is 91 days after the Exit Revolving Maturity Date (as such date is defined in the A&R Credit Facility on the effective date thereof)</p> <p><u>Administrative Agent / Collateral Agent</u>: The Administrative Agent and the Collateral Agent for the Notes shall be selected by the Committee and be reasonably acceptable to the Debtors</p>
<p>Interest:</p>	<p>15% per annum (paid 7.5% in cash (the “<u>Cash Rate</u>”) and 7.5% in kind (the “<u>PIK Rate</u>”). Interest shall be computed on the basis of a year of 365 or 366 days, as the case may be, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day of any applicable interest period).</p> <p>Accrued and unpaid interest shall be paid as follows: (a) paid in cash at the Cash Rate on the last day of each calendar quarter and (b) paid in kind at the PIK Rate by adding such amounts to the outstanding principal balance of the Notes on the last day of each calendar quarter and shall thereafter be deemed part of the outstanding principal amount of the Notes and shall bear interest in accordance with the terms of the Notes.</p>

<p>Mandatory Repayment:</p>	<p>Upon the commencement of any liquidation, dissolution or winding up of the affairs of the Company or its Significant Subsidiaries or bankruptcy, reorganization or any other similar event or proceeding, whether voluntary or involuntary, with respect to the Company or its Significant Subsidiaries (each, a “<u>Payment Event</u>”) or Deemed Payment Event (as defined below), the then-outstanding principal amount of the Notes, together with accrued and unpaid interest thereon to but excluding the payment date, shall be immediately due and payable.</p> <p>“<u>Deemed Payment Event</u>” means any of the following: (i) the lease of all or substantially all of the assets of the Company or its Significant Subsidiaries or the sale of all or substantially all of the Company’s or its Significant Subsidiaries’ assets (in each case whether in one transaction or a series of transactions); (ii) upon a Change of Control (as defined below); and (iii) on approval of a plan of liquidation or dissolution.</p> <p>“<u>Change of Control</u>” means an event or series of events by which (x) the Permitted Holders (as defined below) shall cease (collectively) to own, directly or indirectly, at least 50.1% of the equity interests in the Company entitled to vote for members of the board of directors or equivalent governing body of the Company, (y) the Company shall cease to own, directly or indirectly, 100% of the equity interests in Zachry EPC Holdings, LLC and Zachry Plant Services Holdings, Inc., or (z) there is any occurrence of any “change of control” under the A&R Credit Facility or the Permitted Sunbelt Deferred Payables Debt, in each case as of the effective date thereof.</p> <p>“<u>Permitted Holders</u>” means (a) John B. Zachry and his heirs; (b) in the event of the incompetence or death of any of the Persons described in clause (a), such Person’s estate, executor, administrator, committee or other personal representative, in each case who at any particular date shall be the beneficial owner or have the right to acquire, directly or indirectly, equity interests of the Company; (c) any trust created for the benefit of the Persons described in clause (a) or any trust for the benefit of such trust; and (d) any person controlled by the Persons described in clauses (a) through (c).</p> <p>“<u>Person</u>” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.</p> <p>“<u>Significant Subsidiaries</u>” means any subsidiary which has total assets or total revenues (on a consolidated basis with its subsidiaries) of at least 5% of the total assets or total income or revenues from continuing operations, as applicable, of the Company (on a consolidated basis with the Company’s subsidiaries).</p> <p>Mandatory prepayments of the Notes to the extent of any declined prepayments under the A&R Credit Facility or the Permitted Sunbelt Deferred Payables Debt.</p>
<p>Optional Prepayment:</p>	<p>At any time, the Company shall have the option to repay all or a portion of the Notes at a price equal to the principal amount repaid plus accrued and unpaid interest thereon to (but excluding) the repayment date. Partial</p>

	prepayments shall be made pro rata based on outstanding principal.
Breach:	<p>Following written notice from the Administrative Agent, the interest rate on the Notes shall increase by an increment of 2% per annum for all periods of time during which a Breach (as defined below) is continuing and such increased interest rate shall be applicable to all missed Cash Rate payments, retroactive to the last date a Cash Rate payment was made.</p> <p>The Collateral Agent, on behalf of the Holders, shall be entitled to all remedies available to secured creditors under applicable law, subject to the intercreditor agreement referred to above.</p> <p>“<u>Breach</u>” means any (i) failure to make any mandatory repayment or pay any cash interest when due, (ii) breaches of representations and warranties and any covenants set forth or incorporated by reference in the definitive documentation, (iii) assignment for the benefit of creditors or bankruptcy, (iv) a default under the A&R Credit Facility that results in acceleration of the amounts owed under the A&R Credit Facility, (v) a default under the Permitted Sunbelt Deferred Payables Debt that results in acceleration of the Permitted Sunbelt Deferred Payables Debt or (vi) such other customary defaults as may be included in the definitive documentation.</p>
Negative Covenants:	<p>Until the Notes are satisfied in accordance with its terms, each of the Company and the Guarantors agree not to undertake any of the following actions:</p> <p>(i) creating, incurring, assuming, or permitting to exist any indebtedness for borrowed money (including all obligations evidenced by loans, bonds, debentures, notes or similar instruments, or upon which interest payments are customarily paid) or any other indebtedness other than indebtedness constituting the Notes, the A&R Credit Facility, the Permitted Sunbelt Deferred Payables Debt, or permitted letters of credit, and the other exceptions on indebtedness under the A&R Credit Facility as of the effective date thereof;</p> <p>(ii) creating, incurring, assuming, or permitting to exist to exist any mortgage, deed of trust, lien, pledge, option, levy, execution, attachment, garnishment, hypothecation, assignment for security, deposit arrangement, encumbrance, charge, security interest or other preferential arrangement in the nature of a security interest of any kind or nature whatsoever, on or of any property (a “<u>Lien</u>”) other than Liens securing indebtedness under the Notes, the A&R Credit Facility, the Permitted Sunbelt Deferred Payables Debt, and other Liens that are “Permitted Liens” under the A&R Credit Facility Documents as of the effective date thereof; or</p> <p>(iii) declare or make, directly or indirectly, any Restricted Payment (as defined below).</p> <p>“<u>Restricted Payment</u>” shall mean, with respect to any Person and subject to the exceptions on restricted payments under the A&R Credit Facility as of the effective date thereof (which exceptions shall include the following but no additional exceptions for dividends by the Company: (i) dividends by subsidiaries of the Company to the Company or any other subsidiary of the Company in each case that are Guarantors, (ii) payments pursuant to the tax sharing agreement dated as of January 1, 2017 by and among the</p>

	<p>Company and its subsidiaries party thereto, (iii) amounts distributed to any direct or indirect parent of the Company to pay costs and expenses related to the Company's insurance program, including, for the avoidance of doubt, any amounts transferred pursuant to the insurance cost sharing agreement dated as of January 1, 2012, and (iv) purchases of Equity Interests or Equity Rights (both as defined below) held by employees, directors or consultants upon the termination of their employment or services), any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of or issued by such Person, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interest or Equity Right of or issued by such Person.</p> <p><u>"Equity Interests"</u> means shares of the capital stock (including common and preferred shares), partnership interests, membership interest in a limited liability company, beneficial interests in a trust, or other equity interests.</p> <p><u>"Equity Rights"</u> means, with respect to any Person, any subscriptions, options, warrants, commitments, preemptive rights or agreements of any kind (including any shareholders' or voting trust agreements) for the issuance, sale, registration or voting of, or securities convertible into, any additional Equity Interests in such Person.</p> <p>Other negative covenants under the A&R Credit Facility as in effect on the effective date thereof (including financial covenants) to be deemed incorporated by reference.</p>
Information Rights:	<p>The Administrative Agent shall have the right to receive the same annual and quarterly financial statements to be delivered to the Administrative Agent under the A&R Credit Facility as of the effective date thereof.</p> <p>Except (i) following and during the continuation of a Breach or (ii) to the extent necessary in connection with an action that requires direction from the Holders pursuant to the definitive documentation, the Administrative Agent shall not share financial statements or other financial information about the Company or its subsidiaries with the Holders, and in all cases, the Administrative Agent shall not provide confidential information concerning the Company or its subsidiaries to any Holder except pursuant to a non-disclosure agreement (in a form reasonably acceptable to the Company and naming the Company and its subsidiaries as express third-party beneficiaries), between the Administrative Agent and such Holder.</p>
Representations and Warranties	Representations and warranties under the A&R Credit Facility as in effect on the effective date thereof to be deemed incorporated by reference.
Affirmative Covenants	Affirmative covenants to include notices, payment of obligations, preservation of existence, maintenance of properties, maintenance of insurance, compliance with laws, books and records, additional guarantors, compliance with environmental laws, compliance with terms of leaseholds, material contracts, designation as senior debt, compliance with ERISA and

	further assurances
Amendment	<p>Amendment of the terms of the Notes shall require the prior written consent of the Administrative Agent and the Required Holders, provided that the following changes shall require the consent of each Holder directly and adversely affected by such change, (i) extensions of the scheduled maturity of any Note, (ii) reductions of the principal amount of any Note, (iii) waivers, reductions or postponement of any scheduled repayment (but not mandatory or voluntary prepayment) of the principal amount of the Note, (iv) reductions of the rate of interest and (v) extensions of time for payment of any interest</p> <p>“Required Holders” shall mean, at any time, one or more Holders holdings Notes representing more than 50% of aggregate principal amount of Notes then outstanding.</p>
Exercise of Remedies	<p>Upon the occurrence of a Breach, Holders of Notes representing not less than 20% of aggregate principal amount of Notes then outstanding may direct the Administrative Agent and/or Collateral Agent to accelerate the Notes and/or exercise the other remedies available to the Holders under the terms of the Notes and applicable law, subject to the intercreditor agreement referred to above.</p>
Governing Law:	Texas
Transferability of Notes	<p>The offer, issuance, and distribution of the Notes will be exempt, pursuant to section 1145 of the Bankruptcy Code, from registration under the Securities Act and the Notes will be freely tradable<u>transferable and resaleable by non-affiliates of the Company</u>, subject to any contractual limitations or restrictions for control securities under the U.S. securities laws, if applicable. <u>The Company shall cooperate with each of the Holders in determining the status of any Holder as an “affiliate” of the Company.</u></p> <p>The parties will negotiate in good faith to implement a structure that will provide for transferability of the Notes through the Administrative Agent, <u>including but not limited to transactions that would prevent any Holder from being deemed an “affiliate” of the Company or any of its subsidiaries, as such term is defined under the Securities Act.</u></p> <p>Holders may not<u>freely</u> assign <u>the</u> Notes, without the consent of the Company (not to be unreasonably withheld), except (i) following and during the continuation of a Breach, (ii) to abut after providing notice to the Agent, to any (i) existing Holder, (ii) financial institution (including hedge funds) or (iii) to another existing Holder, provided that, in the case of any such assignment that does not require any Person following and during the continuation of a Breach, provided, however, that any transfer or assignment of any Notes to any of the Company’s competitors or vendors (or affiliates of such competitors or vendors) shall require the prior written consent of the Company, Holders shall provide prior notice to the Company of such assignment.</p> <p><u>in its sole discretion.</u> The Administrative Agent shall not provide confidential information concerning the Company or its subsidiaries to any assignee or potential assignee except pursuant to a non-disclosure</p>

	agreement (in a form reasonably acceptable to the Company and naming the Company and its subsidiaries as express third-party beneficiaries), between the Administrative Agent and such assignee or potential assignee.
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Exhibit G

GPX Excess Claims Stipulation

The GPX Excess Claims Stipulation contained in this **Exhibit G** remains subject to continued review and revision by the Debtors and other interested parties. The Debtors' rights are expressly reserved to alter, amend, modify, or supplement the GPX Excess Claims Stipulation of Action in accordance with the terms of the Plan or by order of the Court. If the GPX Excess Claims Stipulation is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Court.

**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)
)

STIPULATION OF FACTS AND AGREED DETERMINATION OF EXCESS CLAIMS

This Stipulation and Agreed Determination (the “**Stipulation**”) is made by and among Zachry Holdings, Inc. and its affiliated debtors (collectively, the “**Debtors**”) and Golden Pass LNG Terminal LLC (“**Golden Pass**” and, together with the Debtors, the “**Parties**”) in connection with the Settlement (as defined below), and the Debtors’ proposed chapter 11 plan (the “**Plan**”).² The Parties hereby stipulate and agree as follows:

STIPULATION OF FACTS

A. Background

1. On July 25, 2024, the Court entered its *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* [Dkt. Nos. 610 (Sealed) & 625 (Redacted)] (the “**Interim Order**”),

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 shall have the meanings set forth in the *Modified First Amended Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and Its Debtor Affiliates* [Docket No. 1978] (as it may be amended, modified, or supplemented from time to time, the “**Plan**”) or the Settlement Term Sheet (as defined below), as applicable.

granting interim approval of a global settlement (the “**Settlement**”) by and among the Debtors, Golden Pass, CB&I, Chiyoda, and CCZJV on the terms and conditions set forth in the term sheet attached to the Interim Order as Exhibit A (the “**Settlement Term Sheet**”).

2. On August 12, 2024, the Court entered 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] (the “**Final Order**”), approving the Settlement on a final basis and on the terms and conditions set forth in the settlement agreement attached as Exhibit A thereto (the “**Settlement Agreement**”). The Settlement Agreement incorporates the Settlement Term Sheet and provides that the Settlement Term Sheet remains the controlling settlement document, except with respect to certain specified provisions of the Settlement Agreement. Settlement Agreement ¶ 2.

3. Among other agreements, the Settlement provides that Golden Pass will directly pay ZII’s share of obligations owed to vendors and subcontractors for certain validly due claims for goods or services in respect of the GPX Project, subject to an agreed upon cap:

Upon entry of the Interim Order, Golden Pass shall pay [ZII] obligations to vendors and subcontractors (including [ZII’s] share of Pool A and Pool B obligations, but excluding obligations to [ZII] and its affiliates) for amounts validly due for goods and/or services in respect of the GPX Project (the “**GPX Claims**”) in an amount not to exceed \$[REDACTED], including, but not limited to, the invoices listed on Schedule 2 [to the Settlement Term Sheet], which includes all associated sales tax (the “**Direct Payment Cap**”).

Settlement Term Sheet, at 4 (emphasis added). GPX Claims include validly due obligations to vendors and subcontractors not affiliated with ZII for goods and services in respect of the GPX Project, whether such vendors and subcontractors contracted directly with ZII (the “**ZII Direct Claims**”), or contracted, prior to ZII’s withdrawal from CCZJV on July 25, 2024, with CCZJV (the “**Pool A Claims**”) or MZJV (the “**Pool B Claims**”). *Id.* Under the applicable agreements

governing the GPX Project, ZII's respective share of valid Pool A Claims is 52% of such Claims and 50% of valid Pool B Claims. Golden Pass has paid ZII's share of such Claims in those amounts pursuant to the Settlement and agrees and acknowledges such amounts are ZII's proper respective share of such Claims. Other than ZII's share of the Pool A Claims and Pool B Claims (the "**ZII Pool Obligations**"), Golden Pass has no payment obligations with respect to obligations of CCZJV or MZJV under the Settlement.

4. The Settlement further provides that Golden Pass is entitled to the Scheduled Draws under the Golden Pass L/C in the amounts and pursuant to the schedule set forth in the Settlement Term Sheet. *Id.* at 5. If Golden Pass satisfies claims in excess of the Direct Payment Cap, the Settlement provides that Golden Pass may draw on the Golden Pass L/C, in addition to the Scheduled Draws, in the amount of such excess claims actually paid by Golden Pass (the "**Excess Claims**"). *Id.*

5. The Settlement further provides that the Debtors and Golden Pass shall "work in good faith to reconcile and identify valid GPX Claims as expeditiously as reasonably practicable." *Id.* at 5. More specifically, the Debtors and Golden Pass shall determine the amount of Excess Claims within 21 days of the Bar Date, as may be extended by the agreement of the Debtors and Golden Pass or by order of the Bankruptcy Court for "cause." *Id.* at 6. If the Debtors and Golden Pass cannot determine the amount of Excess Claims on a consensual basis, the Settlement provides that the Bankruptcy Court will determine such amount. *Id.*

6. After approval of the Settlement, the Debtors and Golden Pass began a coordinated effort to determine which ZII Direct Claims and ZII Pool Obligations count towards the Direct Payment Cap, and to calculate the amount of Excess Claims, if any. The Parties' reconciliation efforts included:

- a. Before the Bar Date, the Debtors and their advisors held numerous meetings with Golden Pass to discuss the Bar Date and information required from claimants to accurately identify claims in respect of the GPX Project. The Debtors and Golden Pass also conferred on the process for reviewing claims after the Bar Date and sharing information to complete the reconciliation of GPX Claims and to identify the Excess Claims, if any.
- b. The Debtors, also in consultation with Golden Pass, 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, so that the parties could reconcile such invoices pursuant to the Settlement.
- c. The Debtors, Golden Pass, and CB&I worked closely on multiple motions requesting authority for ZII to assume and assign certain executory contracts related to the GPX Project to CB&I, or to reject such contracts, including the reconciliation and payment by Golden Pass of substantial cure claims. *See* Docket Nos. 591, 730, 766, 951.
- d. After the Bar Date, the Debtors conducted a comprehensive review of filed and scheduled claims for claims potentially related to the GPX Project. The Debtors discussed and shared a claims analysis with Golden Pass to aid in Golden Pass's reconciliation. The Debtors and Golden Pass also collaborated to identify GPX Claims that have been (or will be) paid by Golden Pass. Further, the Debtors have filed omnibus objections asserting certain claims should be disallowed because they have already been (or will be) satisfied by Golden Pass pursuant to the Settlement (collectively, the "**Satisfied Proofs of Claims**").
- e. Throughout this process, beginning on July 29, 2024, Golden Pass shared with the Debtors and other required notice parties weekly reports of payments to holders of GPX Claims (the "**Payment Reports**") consistent with the Settlement. The Payment Reports include fields disclosing the payee, invoice number, date of payment, and whether Golden Pass asserted the payment counted against the Direct Payment Cap and includes over 16,000 line-items of payment information. Representatives of the Debtors and Golden Pass discussed any questions as to certain payments' applicability to the Direct Payment Cap throughout this process and adjustments to the Payment Reports were made consistent with these discussions.

- f. Starting October 11, 2024, the Debtors and Golden Pass commenced weekly meetings, which also included representatives of Chiyoda, to discuss the reconciliation of potential GPX Claims (including Pool A and Pool B Claims and any ZII Pool Obligations related thereto), to determine the amount of Excess Claims, if any, in accordance with the Settlement. In connection with those weekly meetings, Chiyoda circulated weekly reports of asserted Pool A obligations.
- g. The accounting, project, and legal teams at the Debtors and Golden Pass otherwise engaged in regular communications regarding accounting, reconciliation, and payment issues arising in connection with the Settlement, and the Parties have acted in good faith at all times to fulfill their respective obligations regarding the Excess Claims determination.

7. The Debtors filed their amended Plan and Disclosure Statement on January 22, 2024. The Plan incorporates the Settlement.

8. While the Parties worked to reconcile the GPX Claims, the Parties agreed to extend any applicable deadline to identify the amount of Excess Claims, if any, pending the completion of the Parties' negotiations or the Court's determination of the amount of Excess Claims.

9. In an effort to meet that deadline, on November 20, 2024, representatives of Zachry, Golden Pass, Chiyoda and CB&I met to discuss final agreement on the Excess Claims determination (the "**November 20 Meeting**"). At the November 20 Meeting, Chiyoda identified certain categories of alleged potential Pool A Claims that may be outstanding but that had not previously been disclosed. Following the November 20 Meeting, the Parties gathered additional information and documents related to these additional alleged Pool A Claims to confirm whether they were: (a) validly due obligations of CCZJV that had accrued as of July 25, 2024 when the Debtors withdrew from CCZJV and the Debtors' liability for further Pool A Claims "terminated," Settlement Agreement ¶ 11; or (b) obligations that arose, or will arise, after ZII's withdrawal and that constitute obligations of the reconstituted joint venture, comprised solely of

Chiyoda and CB&I (“CCJV”), and that are not payable by the Debtors or Golden Pass under any circumstance, or included in the Excess Claims calculation under the Settlement.

10. On December 13, 2024, the Debtors filed their *Motion to Enforce the Golden Pass Settlement Agreement with Respect to Additional Pool A Claims and Excess Claims* [Docket No. 1694] (the “**Settlement Enforcement Motion**”). Through the Settlement Enforcement Motion, the Debtors requested that the Court declare that the alleged potential Pool A Claims Chiyoda identified at the November 20 Meeting—referred to as the “**Additional Pool A Claims**” in the Settlement Enforcement Motion—are not validly due GPX Claims and do not result in any ZII Pool Obligations or count against the Direct Payment Cap. The Debtors also requested that the Court determine the total amount of Excess Claims, if any, based on the record established at an evidentiary hearing, as contemplated by the Settlement.

11. On January 15, 2025, Golden Pass filed its *Emergency Motion to Continue January 22 Hearing and Response to Debtors’ Motion to Enforce the Golden Pass Settlement Agreement With Respect to Additional Pool A Claims and Excess Claims* [Docket No. 1919].

12. Since the Debtors filed the Settlement Enforcement Motion, the Parties have continued good faith analysis, discussions, and information sharing regarding the Additional Pool A Claims and certain additional potential GPX Claims. The Parties acknowledge and agree that they have had sufficient time and received sufficient information to complete the Excess Claims determination contemplated by the Settlement and have agreed to the stipulations and compromises set forth herein. Each Party agrees not to seek recovery from the other Party on account of any potential claims related to the GPX Project other than as set forth herein.

B. Paid and Payable GPX Claims

13. As of February 13, 2025, Golden Pass has paid reconciled and validly due GPX Claims that count against the Direct Payment Cap (the “**Paid GPX Cap Claims**”) and has further paid reconciled and validly due claims of GPX Project vendors and subcontractors that do not count against the Direct Payment Cap under the terms of the Settlement, in each case as identified on **Schedule 1** hereto.

14. As of February 13, 2025, the outstanding ZII Direct Claims that are reconciled, validly due, and payable as GPX Claims that count against the Direct Payment Cap are identified on **Schedule 2** hereto (the “**Payable ZII Direct Claims**”). **Schedule 2** constitutes the entirety of any remaining unpaid ZII Direct Claims that are valid GPX Claims and subject to payment by Golden Pass under the Settlement or any other agreement or applicable law.

15. As of February 13, 2025, the outstanding Pool A Claims and Pool B Claims that are reconciled, validly due, and payable as GPX Claims that count against the Direct Payment Cap are identified on **Schedule 3** hereto (the “**Payable Pool A and Pool B Cap Claims**”). ZII’s share of the Payable Pool A and Pool B Claims (the “**Payable ZII Pool Obligations**”), as identified on **Schedule 3**, are payable by Golden Pass as ZII Pool Obligations.³³ **Schedule 3** constitutes the entirety of any remaining unpaid Pool A and Pool B Claims that are validated GPX Claims and subject to payment of the related ZII Pool Obligations by Golden Pass under the Settlement or any other agreement or applicable law. The Payable ZII Pool Obligations equal 52% of Pool A Claims and 50% of Pool B Claims that are valid GPX Claims.

16. Outstanding Pool A Claims and Pool B Claims that are not reconciled and validated are identified on **Schedule 4** hereto (the “**Unreconciled Pool Obligations**”). **Schedule**

³³ For the avoidance of doubt, any retention obligations identified on Schedule 2 and Schedule 3 shall be payable to the extent of, and pursuant to the terms of, the applicable vendor agreement.

4 constitutes the entirety of any remaining unreconciled Pool A and Pool B Claims that are potential GPX Claims and thus potentially subject to payment by Golden Pass, at the same percentages as the Payable ZII Pool Obligations, under the Settlement or any other agreement or applicable law (to the extent valid, due and payable as GPX Claims, the “**Payable Unreconciled Pool Obligations**,” and together with the Payable ZII Direct Claims and the Payable ZII Pool Obligations, the “**Payable GPX Claims**”).

C. Excess Claims Amount Agreement

17. The Parties hereby acknowledge, compromise, and agree that, in lieu of potential delay and litigation associated with the continued reconciliation of all known invoices or claims that may be within the Direct Payment Cap, the Direct Payment Cap may be, or has been, exceeded, and that the amount of the Excess Claims under the Settlement is \$1,250,000 (the “**Excess Claims Amount**”). The Parties’ agreement with respect to the Excess Claims Amount is a compromise of all disputes related to the inclusion or exclusion of any claim, obligation, or amount into or from the Direct Payment Cap based on the agreements set forth herein, including with respect to the Additional Pool A Claims, any unpaid sales taxes related to the GPX Project (which does not include the Sales Tax Payment Amount identified in paragraph 22), ZII’s allocated obligation for the Pool A Claims (which the Parties acknowledge and agree is 52%) and Pool B Claims, any “technical services agreement” claims between the CCZJV and GPX Project vendors and subcontractors, and the Parties’ good faith performance of their obligations under the Settlement. The Debtors shall pay the Excess Claim Amount to Golden Pass in cash on or before August 1, 2026, and such payment shall be in lieu of any draw on the Golden Pass L/C, to the extent paid on or before August 1, 2026 and shall be an obligation solely of the Debtors (and their successors) and no other party.

D. Additional Agreements

18. As of February 13, 2025, Golden Pass (a) has satisfied all validly due GPX Claims identified on **Schedule 1**; (b) acknowledges and agrees that it will pay all Payable GPX Claims identified on **Schedule 2** and **Schedule 3** in the amounts and as set forth in such Schedules and this Stipulation; and (c) acknowledges and agrees that it will pay any Payable Unreconciled Pool Obligations identified on **Schedule 4** up to the amounts set forth in such Schedule and this Stipulation, upon reconciliation, and to the extent valid, due, and payable. Upon Golden Pass's payment of the obligations described in clause (b) and the obligations described in clause (c) of this paragraph, Golden Pass shall have satisfied all validly due GPX Claims pursuant to the Settlement, including all claims that were (i) included on Schedule 2 to the Settlement Term Sheet, (ii) filed or scheduled in the Chapter 11 Cases, and (iii) identified by (x) Chiyoda and/or the CCJV as valid Pool A Claims or Pool B Claims and (y) Golden Pass as valid GPX Claims during the GPX Claims reconciliation process. Upon Golden Pass's payment of all Payable GPX Claims, Golden Pass shall have discharged its obligation under the Settlement to pay GPX Claims, regardless of whether such GPX Claims are ZII Direct Claims or ZII Pool Obligations. Following the effectiveness of this Stipulation, Golden Pass shall continue to provide Payment Reports to the Debtors disclosing all payments made on account of Payable GPX Claims identified on **Schedule 2**, **Schedule 3**, or **Schedule 4**.

19. Pursuant to the terms of the Settlement, the Debtors have no payment obligations, liability, or any other responsibility with respect to any Payable GPX Claims identified on **Schedule 2**, **Schedule 3**, or **Schedule 4**, and Golden Pass acknowledges and agrees that it is solely responsible for all such claims, to the extent and in the amounts identified in **Schedule 2** and **Schedule 3**, and **Schedule 4** (to the extent reconciled, valid, due and payable). Except as set

forth in paragraph 20 of this Stipulation, the Debtors have no, and will have no future, payment obligation, liability, or other responsibility with respect to any claims related to the GPX Project, including any Additional Pool A Claims, any sales taxes related to the GPX Project, any “technical services agreement” between the CCZJV and GPX Project vendor and subcontractors, or any claims related to ZII’s allocated obligation for the Pool A Claims (which the Parties acknowledge and agree is 52%) or Pool B Claims, whether such claims are identified in the Schedules to this Stipulation, or whether such claims are not listed on the Schedules and therefore are not payable under the Settlement. Further, and for the avoidance of doubt, nothing herein is intended to or shall waive or modify any of the releases provided by the CCZJV and its members in favor of the Debtors under the Settlement.

20. Pursuant to the terms of the Settlement, other than the Payable GPX Claims, and solely in the amounts identified on Schedule 1, Schedule 2, Schedule 3, and Schedule 4 (as applicable), Golden Pass has no, and will have no future, payment obligation, liability, or other responsibility with respect to any claims related to the Debtors or the Chapter 11 Cases, including, without limitation, for any other GPX Claims or Allowed Claims under the Debtors’ Plan or in any way related to the Chapter 11 Cases or the pre or post-petition business of the Debtors. To the extent any GPX Claim not listed on the Schedules to this 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 dispute resolution process in the Bankruptcy Court, the Debtors shall resolve and satisfy such Claims pursuant to the terms of the Plan. For the avoidance of doubt nothing herein or in the Schedules shall modify the terms of that *Order Granting Debtors’ First Omnibus Motion Authorizing the Assumption and Assignment of Certain GPX Project Executory Contracts* [Docket No. 1088].

21. The Debtors (and Golden Pass under the Settlement) have no further payment obligation, liability, or any other responsibility for any Additional Pool A Claims unless such Claims are specifically listed on, Schedule 3, or Schedule 4 (to the extent reconciled, valid, due, and payable). Any Additional Pool A Claims not listed on Schedule 1, Schedule 3, or Schedule 4 had not accrued as due and owing prior to ZII's July 25, 2024 withdrawal from CCZJV, are not validly due GPX Claims, do not count against the Direct Payment Cap, and may only be obligations of the CCJV but not the Debtors or Golden Pass, whether under the Settlement or otherwise.

22. The Debtors have paid certain sales tax obligations related to validly due ZII Direct Claims listed on Schedules 1 and 2 ("Sales Tax Payment Amount"). The Debtors waive any right to payment or reimbursement from Golden Pass for such Sales Tax Payment Amount under the Settlement. The Debtors have no further payment obligation, liability, or any other responsibility for any sales tax with respect to the GPX Project, and Golden Pass hereby waives any and all claims against the Debtors related to any such amounts. Golden Pass shall pay any of its unpaid sales tax obligations for any GPX Claims pursuant to the GPX Settlement. The Debtors shall provide Golden Pass with any documentation necessary for Golden Pass to calculate any sales tax obligations of Golden Pass related to the ZII Direct Claims listed on Schedules 1 and 2, in order for Golden Pass to satisfy such obligations.

23. Golden Pass has no obligation to pay GPX Claims asserted by Sunbelt Rentals, Inc. ("Sunbelt"), other than with respect to specific Sunbelt GPX Claims identified on Schedule 2 or Schedule 3, and solely in the amounts identified on Schedule 2 or Schedule 3. Any claims that Sunbelt has asserted related to lost or missing tools in connection with the Debtors' demobilization from the GPX Project shall not be the obligation of Golden Pass under

the Settlement. As a condition to the Debtors assuming responsibility for the payment of any valid Sunbelt lost or missing tool claims, Golden Pass shall cooperate in good faith and assist the Debtors in any efforts to recover lost or missing Sunbelt tools from the GPX Project.

24. The terms of this Stipulation shall not impair or affect any rights of, or disputes between, Golden Pass, the CCJV, Chiyoda, and CB&I in respect of claims related to the GPX Project not addressed by the Settlement or this Stipulation.

25. Notwithstanding anything to the contrary in the Settlement, the Parties acknowledge and agree that the Debtors have paid the first Scheduled Draw under the Golden Pass L/C to Golden Pass in cash on or before February 3, 2025. The Parties further acknowledge and agree that the Debtors shall wire the full amount of each subsequent Scheduled Draw under the Golden Pass L/C to Golden Pass in cash on or before the date each Scheduled Draw is due to be made pursuant to the Scheduled Draw schedule set forth in the Settlement Term Sheet. To the extent the Debtors wire the Scheduled Draws in accordance with this paragraph, such wires shall be in lieu of Golden Pass making the applicable Scheduled Draw on the Golden Pass L/C from the issuing bank. If the Debtors do not wire a Scheduled Draw to Golden Pass on or before the due date of such Scheduled Draw and in the full amount of the Scheduled Draw provided for under the Settlement, Golden Pass shall be entitled to make such Scheduled Draw in the amount unpaid in cash, pursuant to the terms of the Golden Pass L/C and Settlement Term Sheet. The Golden Pass L/C and Parent Guarantee shall be reduced by the amount of any Scheduled Draw paid by the Debtors on or before the applicable Scheduled Draw date solely to the extent and in the amount of such payment, and otherwise shall remain in place and, in the case of the Golden Pass L/C, subject to draws consistent with the terms of the Settlement. For the avoidance of doubt, notwithstanding the requirements of the last paragraph of this Stipulation, the Golden Pass

L/C and Parent Guarantee shall be reduced by the amount of the February 1, 2025 Scheduled Draw paid in cash by the Debtors consistent with that certain letter agreement dated January 31, 2025 by and between the Parties.

26. Each of the Parties represents and warrants to the other Party that, to the best of its knowledge, **Schedules 1, 2, 3, and 4** are accurate and complete as of February 13, 2025, and such **Schedules 1, 2, 3, and 4** do not contain any untrue statement of material fact or omit to state any material fact necessary to make the information contained therein not materially misleading.

27. This Stipulation shall be included in the Plan Supplement, incorporated as part of the Plan in all respects, and approved as findings, rulings, and determinations of the Bankruptcy Court upon entry of a final order approving the Plan (the “**Confirmation Order**”).

28. The Golden Pass L/C and Parent Guarantee will be reduced to the amount of the Scheduled Draws (less the amount of the February 1, 2025 Scheduled Draw paid as set forth in paragraph 25 above), consistent with the Settlement, this Stipulation, and that certain letter agreement dated January 31, 2025, subject to and solely upon entry of the Confirmation Order and the occurrence of the Effective Date of the Plan that incorporates, approves, and implements the stipulations and schedules herein, including provisions specifically confirming that, notwithstanding anything to the contrary in the Plan or the Disclosure Statement: (i) Golden Pass has no further liability, obligation, or responsibility whatsoever under the 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** (ii) other than the Payable GPX Claims, all GPX Claims have been resolved and satisfied as of entry of the Confirmation Order and are subject to each of the release, discharge, and injunctive relief

provisions in the Plan; (iii) upon Golden Pass's payment of the Payable GPX Claims in the amounts set forth in **Schedule 2**, **Schedule 3**, and **Schedule 4**, the Payable GPX Claims will be deemed fully satisfied and subject to each of the release, discharge, and injunctive relief provisions in the Plan, and Golden Pass shall have no further liability, obligation, or responsibility whatsoever with respect to such claims; (iv) Chiyoda, CB&I, and the CCJV shall have no further liability, obligation, or responsibility whatsoever with respect to GPX Claims satisfied by Golden Pass; and (v) approving all release, discharge, and injunctive relief provisions in the Plan related to GPX Claims for the benefit of the Debtors, Golden Pass, and their Related Parties.

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Dated: February 13, 2025

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Counsel to Golden Pass LNG Terminal LLC

Schedule 1

Under Seal

Amounts bracketed in parentheses represent credits against payable amounts. Payable amounts shall be net of applicable credits across schedules.

Schedule 2

Amounts bracketed in parentheses represent credits against payable amounts. Payable amounts shall be net of applicable credits across schedules.

Schedule 2

* Amounts bracketed in parentheses represent credits against payable amounts. Payable amounts shall be net of applicable credits across schedules

Source	Report	Vendor Number	Vendor Name	Invoice Number	Amount USD	Notes
ZII	Open	58274	SUNBELT RENTALS INC	800824	Sealed	
ZII	Open	58274	SUNBELT RENTALS INC	800824	Sealed	
ZII	Open	58274	SUNBELT RENTALS INC	18660002	Sealed	
ZII	Open	58274	SUNBELT RENTALS INC	18660003	Sealed	
ZII	Open	58274	SUNBELT RENTALS INC	22190001	Sealed	
ZII	Open	58274	SUNBELT RENTALS INC	40530009	Sealed	
ZII	Open	58274	SUNBELT RENTALS INC	46940001	Sealed	
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ZII	TR Log	216311	NES GLOBAL LLC	10645459	Sealed	
ZII	TR Log	233450	TATE & CO COLLISION REPAIR	12379	Sealed	

Schedule 3

Amounts bracketed in parentheses represent credits against payable amounts. Payable amounts shall be net of applicable credits across schedules.

Schedule 3

* Amounts bracketed in parentheses represent credits against payable amounts. Payable amounts shall be net of applicable credits across schedules

Source	Report	Vendor Number	Vendor Name	Invoice Number	Amount USD	Doc Currency Amt	PO #	Batch ID / SAP Doc #
Pool A	Open	20001738	MEGA SPA	33-10	Sealed		4500001721	100000973
Pool A	Open	20001864	TK CORPORATION	TK-I-2311140-A	Sealed		4500002900	1000001605
Pool A	Open	20001889	PK Valve & Engineering Co.,Ltd.	CI-PKV2300655001	Sealed		4500002450	1000001319
Pool A	Open	20001889	PK Valve & Engineering Co.,Ltd.	CI-PKVNE-2301284	Sealed		4500002450	1000001260
Pool A	Open	20001889	PK Valve & Engineering Co.,Ltd.	CI-PKVNE-2400808	Sealed		4500002519	1000001317
Pool A	Open	20003326	HUGHES SAFETY SHOWERS Ltd	13701/1	Sealed		4500000726	1000000139
Pool A	Open	20003404	CHUWA MACHINERY CO.,LTD.	CW-001	Sealed		4500000281	1000014189
Pool A	Open	20003802	THE NIPPON CORROSION ENGINEERING	24W20031-CI-014	Sealed		4500000306	1000000200
Pool A	Open	20010982	Unidro S.r.l.	24.446	Sealed		4500000043	1000001258
Pool A	Open	20019158	Benfield Wholesale Electric	BW04-5000830	Sealed		4500004424	1000001566
Pool A	Open	20019158	Benfield Wholesale Electric	BW04-5000871	Sealed		4500004424	1000001568
Pool A	Open	20019176	Summit Electric Supply Inc.	9008867945/90093	Sealed		4500000589	1000001039
Pool A	Open	20021741	High Country Fusion, a Division of	0248214-IN	Sealed		4500000557	1000002169
Pool A	Open	20021741	High Country Fusion, a Division of	0251552-CM	Sealed		4500000478	1000014190
Pool A	Open	20022758	LEWA ITALY S.R.L.	23000376	Sealed		4500000101	1000028483
Pool A	Open	20022758	LEWA ITALY S.R.L.	23000376	Sealed		4500000101	1000028840
Pool A	Open	20023499	LGC US Asset Holdings, LLC	IH0000553229	Sealed		4500003836	1000026214
Pool A	Open	20023788	Holcim - SOR, Inc.	072024	Sealed		4500000699	1000001544
Pool A	Open	20024036	Wholesale Electric Supply Company of	0060-12155016	Sealed		4500003251	1000001736
Pool A	Open	20024036	Wholesale Electric Supply Company of	0060-12214741	Sealed		4500003321	1000001186
Pool A	Open	20024041	DNOW L.P.	916942080	Sealed		4500003496	1000001473
Pool A	Open	20024041	DNOW L.P.	916942082	Sealed		4500003496	1000001477
Pool A	Open	20024041	DNOW L.P.	916942083	Sealed		4500003496	1000001545
Pool A	Open	20024041	DNOW L.P.	916942084	Sealed		4500003496	1000001564
Pool A	Open	20024041	DNOW L.P.	916942085	Sealed		4500003496	1000001610
Pool A	Open	20024041	DNOW L.P.	916942086	Sealed		4500003496	1000001621
Pool A	Open	20024041	DNOW L.P.	916942087	Sealed		4500003496	1000001649
Pool A	Open	20024041	DNOW L.P.	916942090	Sealed		4500003496	1000001651
Pool A	Open	20024041	DNOW L.P.	916942091	Sealed		4500003496	1000001720
Pool A	Open	20024871	Southeast Texas Industries, Inc.	178984	Sealed		4500001631	1000001776
Pool A	Open	20024871	Southeast Texas Industries, Inc.	179824	Sealed		4500001631	1000001785
Pool A	Open	20024871	Southeast Texas Industries, Inc.	180684	Sealed		4500001631	1000001728
Pool A	Open	20024871	Southeast Texas Industries, Inc.	174181RE	Sealed		4500001631	1000001652
Pool A	Open	20025655	Manning's Office Solutions	IN-10172836-A	Sealed		4500002692	1000001874
Pool A	Open	20025655	Manning's Office Solutions	IN-10172837-A	Sealed		4500002692	1000001875
Pool A	Open	29010150	Thompson, Coe, Cousins and	527351	Sealed			1000000037
Pool A	Open	29010420	FedEx	32352180	Sealed			1000049757
Pool A	Open	29010420	FedEx	8856097401	Sealed			1000012216
Pool A	Open	29010420	FedEx	2-271-51643	Sealed			1000010646
Pool A	Open	29010420	FedEx	2-274-93410	Sealed			1000010903
Pool A	Open	29010420	FedEx	2-275-91822	Sealed			1000010990
Pool A	Open	29010420	FedEx	2-276-12297	Sealed			1000010991
Pool A	Open	29010420	FedEx	8-487-71581	Sealed			1000009204
Pool A	Open	29010420	FedEx	8-494-36017	Sealed			1000010500
Pool A	Open	29010420	FedEx	8-515-80828	Sealed			1000011120
Pool A	Open	29010420	FedEx	9-676-03865	Sealed			1000012408
Pool A	Open	29010420	FedEx	9-676-15865	Sealed			1000012429
Pool A	Open	29010420	FedEx	9-676-53697	Sealed			1000012569
Pool A	Open	29010420	FedEx	9-676-85671	Sealed			1000012704
Pool A	Open	29010420	FedEx	9-677-11507	Sealed			1000012747
Pool A	Open	29010420	FedEx	9-677-39962	Sealed			1000012876
Pool A	Parked / Log	20001775	POWER PIPING INTERNATIONAL BV	2023126	Sealed		4500000859	1000001256
Pool A	Parked / Log	20001775	POWER PIPING INTERNATIONAL BV	2023127	Sealed		4500000873	1000000113
Pool A	Parked / Log	20001775	POWER PIPING INTERNATIONAL BV	2023129	Sealed		4500001073	1000000114
Pool A	Parked / Log	20001775	POWER PIPING INTERNATIONAL BV	2023106 R1	Sealed		4500000672	1000012534
Pool A	Parked / Log	20001830	CDB ENGINEERING S.P.A.	FT240158	Sealed		4500000385	1000014283
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011047	Sealed		4500000120	1000001336
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011048	Sealed		4500000121	1000001340
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011049	Sealed		4500000122	1000001342
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011050	Sealed		4500000123	1000001343
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011051	Sealed		4500000120	1000001344
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011052	Sealed		4500000201	1000001345
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011053	Sealed		4500000203	1000001346
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011054	Sealed		4500000202	1000001347
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011055	Sealed		4500000340	1000001349
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011056	Sealed		4500000341	1000001351
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011057	Sealed		4500000412	1000001352
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011058	Sealed		4500000411	1000001353
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011059	Sealed		4500000492	1000001354
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011060	Sealed		4500000642	1000001355
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011061	Sealed		4500000683	1000001357
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011062	Sealed		4500000775	1000001358
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011063	Sealed		4500000820	1000001360
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011064	Sealed		4500000906	1000001361
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011065	Sealed		4500000972	1000001362
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011066	Sealed		4500001206	1000001363
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011067	Sealed		4500001287	1000001364
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011068	Sealed		4500001288	1000001365
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011069	Sealed		4500003010	1000014445
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011776	Sealed		4500003010	1000014447
Pool A	Parked / Log	20002111	NEWAY VALVE (SUZHOU) CO., LTD.	500011777	Sealed		4500003010	1000014446
Pool A	Parked / Log	20002996	LISEGA SE	5869247-1	Sealed		4500003325	1000027659
Pool A	Parked / Log	20002996	LISEGA SE	5869248-1	Sealed		4500003325	1000027660
Pool A	Parked / Log	20002996	LISEGA SE	5869249-1	Sealed		4500003325	1000027661
Pool A	Parked / Log	20002996	LISEGA SE	5877237-1-M1	Sealed		4500000473	1000028798
Pool A	Parked / Log	20002996	LISEGA SE	5877237-1-M2	Sealed		4500000473	1000028799
Pool A	Parked / Log	20002996	LISEGA SE	5877237-1-M3	Sealed		4500000473	1000028800
Pool A	Parked / Log	20003667	Nippon Fisher Co., Ltd.	6023831	Sealed		4500000643	1000022123
Pool A	Parked / Log	20003667	Nippon Fisher Co., Ltd.	6026961	Sealed		4500002023	1000022124
Pool A	Parked / Log	20004473	Vikoma International Ltd	INV0002579	Sealed		4500000289	1000016700

Pool A	Parked / Log	20012023	BARTON FIRTOP ENGINEERING COMPANY	59399	Sealed		4500000511	1000021368
Pool A	Parked / Log	20022122	Sofis B.V.	SI-061122A	Sealed		4500000583	1000022120
Pool A	Parked / Log	20022122	Sofis B.V.	SI-063360A	Sealed		4500001858	1000001646
Pool A	Parked / Log	20022122	Sofis B.V.	SI-063361A	Sealed		4500002233	1000001647
Pool A	Parked / Log	20022420	Flowserve SRL	2302000133	Sealed		4500000342	1000022233
Pool A	Parked / Log	20022420	Flowserve SRL	2402000026	Sealed		4500000342	1000016646
Pool A	Parked / Log	20022943	CURTISS-WRIGHT FLOW CONTROL CORPORATION	ACR/60175645	Sealed			1000012705
Pool A	Parked / Log	20022943	CURTISS-WRIGHT FLOW CONTROL CORPORATION	ACR/60175648	Sealed			1000012474
Pool A	Parked / Log	20022943	CURTISS-WRIGHT FLOW CONTROL CORPORATION	ACR/60187894	Sealed		4500000669	1000028976
Pool A	Parked / Log	20022943	CURTISS-WRIGHT FLOW CONTROL CORPORATION	ACR/60187897	Sealed		4500000709	1000028973
Pool A	Parked / Log	20022943	CURTISS-WRIGHT FLOW CONTROL CORPORATION	ACR/60187900	Sealed		4500000805	1000028971
Pool A	Parked / Log	20022943	CURTISS-WRIGHT FLOW CONTROL CORPORATION	ACR/60187904A	Sealed		4500000323	1000028948
Pool A	Parked / Log	20022943	CURTISS-WRIGHT FLOW CONTROL CORPORATION	ACR/60187904B	Sealed		4500000322	1000028956
Pool A	Parked / Log	20022943	CURTISS-WRIGHT FLOW CONTROL CORPORATION	ACR/60187914	Sealed		4500000526	1000028979
Pool A	Parked / Log	20024867	CB&I Storage Tank Solutions LLC	247727-18	Sealed		4500001554	1000009236
Pool A	Parked / Log	20024871	Southeast Texas Industries, Inc.	180684RE	Sealed			1000001938
Pool B	Retention	212001	ORION CONSTRUCTION LP	R*000076	Sealed			
Pool A	Retention	20022378	Martin Marietta Materials, Inc.	Retention - TBD	Sealed		4500000005	
Pool A	Retention	20022758	LEWA ITALY S.R.L.	Retention - TBD	Sealed		4500000101	
Pool A	Retention	20025387	Shermco Industries, Inc	Retention - TBD	Sealed		4500002085	

Schedule 4

Amounts bracketed in parentheses represent credits against payable amounts. Payable amounts shall be net of applicable credits across schedules.

Schedule 4

* Amounts bracketed in parentheses represent credits against payable amounts. Payable amounts shall be net of applicable credits across schedules

Vendor Number	Vendor Name	InvoiceNumber	Date of Receipt	USD Equiv.	Currency	Invoice Amount	Notes
20019158	BENFIELD WHOLESale ELECTRIC	BW04 - 5000809	11-Jan-24	Sealed	USD	Sealed	
20019158	BENFIELD WHOLESale ELECTRIC	BW04-5000737	19-Sep-24	Sealed	USD	Sealed	
20019158	BENFIELD WHOLESale ELECTRIC	BW04 - 5000747-B	5-Dec-24	Sealed	USD	Sealed	
20003404	Chuwa Machinery co.,Ltd.	GPX-12TH-240614	14-Jun-24	Sealed	JPY	Sealed	
20001696	DOUGLAS CHERO S.P.A.	240459	28-May-24	Sealed	EUR	Sealed	
20001696	DOUGLAS CHERO S.P.A.	240886	10-Oct-24	Sealed	EUR	Sealed	
20001696	DOUGLAS CHERO S.P.A.	240887	10-Oct-24	Sealed	EUR	Sealed	
20001444	Emerson Japan, Ltd.	IP2001850-205_Retention(10%)	29-Nov-24	Sealed	USD	Sealed	
20003823	Emerson Valves & Controls Japan Co., Ltd	3020251673-FD	5-Feb-24	Sealed	EUR	Sealed	
20005678	Gemco International B.V.	24048	9-Sep-24	Sealed	EUR	Sealed	
20005678	Gemco International B.V.	24049	9-Sep-24	Sealed	EUR	Sealed	
20023022	Hitachi Energy USA Inc.	8600283027	4-Apr-24	Sealed	USD	Sealed	
20023022	Hitachi Energy USA Inc.	8600295724	4-Jun-24	Sealed	USD	Sealed	
20023022	Hitachi Energy USA Inc.	8500017707	2-Aug-24	Sealed	USD	Sealed	
20010319	ILSHIN VALVE CO., LTD.	IS231012-01-CHI	12-Oct-23	Sealed	USD	Sealed	
20014965	Nooter/Eriksen, Inc.	24SI00398	29-May-24	Sealed	USD	Sealed	
20014965	Nooter/Eriksen, Inc.	24SI00428	13-Jun-24	Sealed	USD	Sealed	
20024036	Wholesale Electric Supply Company of	0060-12199360	22-Apr-24	Sealed	USD	Sealed	
20024036	Wholesale Electric Supply Company of	0060-12243467	23-Jul-24	Sealed	USD	Sealed	
20024036	Wholesale Electric Supply Company of	0060-12448995	15-Nov-24	Sealed	USD	Sealed	
20003823	Emerson Valves & Controls Japan Co., Ltd	3020249859-FD	5-Feb-24	Sealed	EUR	Sealed	Retention
20021741	High Country Fusion, a Division of	SOA	30-Jul-24	Sealed	USD	Sealed	Retention
20019158	BENFIELD WHOLESale ELECTRIC	BW04 - 26020	29-Jan-25	Sealed	USD	Sealed	
20023937	Cla-Val Company	876814R	12-Dec-24	Sealed	USD	Sealed	
20023937	Cla-Val Company	852774R	12-Dec-24	Sealed	USD	Sealed	
20023937	Cla-Val Company	852781R	9-Jan-25	Sealed	USD	Sealed	
20024041	DNOW L.P.	916942089	24-Jan-25	Sealed	USD	Sealed	
20024781	Echo Fabricators, LLC. dba Gulf Coast	15231	3-Feb-25	Sealed	USD	Sealed	
20025387	Shermco Industries, Inc	25-00578	4-Feb-25	Sealed	USD	Sealed	
20025387	Shermco Industries, Inc	25-00749	4-Feb-25	Sealed	USD	Sealed	
212001	ORION CONSTRUCTION LP	TBD	TBD	Sealed	USD	Sealed	

The below listed amount represents ZII's allocated share of potential storage and/or service obligations to the extent valid, due, and owing under the applicable agreement

20010431	RMT Valvomeccanica srl	TBD	TBD	Sealed	USD	Sealed
20002873	UOP LLC	TBD	TBD	Sealed	USD	Sealed
20001760	PETROLVALVES S.P.A.	TBD	TBD	Sealed	USD	Sealed
20002842	Endress+Hauser Japan Co., Ltd.	TBD	TBD	Sealed	USD	Sealed