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

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

DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF TROUTMAN PEPPER HAMILTON SANDERS LLP AS EPC SPECIAL COUNSEL TO THE DEBTORS EFFECTIVE AS OF THE PETITION DATE

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

The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") hereby file this application (the "**Application**") for entry of an order (the "**Order**"), substantially in the form attached hereto, authorizing the Debtors to employ and retain Troutman Pepper Hamilton Sanders, LLP ("**Troutman Pepper**" or the "**Firm**"), pursuant to section 327(e) of title 11 of the United States Code (the "**Bankruptcy Code**"), as the Debtors' special counsel relating to all matters arising out of the Debtors' engineering, procurement, and construction business, effective as of the Petition Date ("**EPC Special Counsel**"). In support of the Application, the Debtors rely upon and incorporate by reference (i) the declaration of David Mancini (the

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

"**Mancini Declaration**"), a partner of Troutman Pepper, attached hereto as **Exhibit A**, and (ii) the declaration of Jay R. Old, the Debtors' General Counsel, attached hereto as **Exhibit B** (the "**Old Declaration**"). In further support of the Application, the Debtors respectfully state as follows:

Relief Requested

1. By this Application, the Debtors request entry of the proposed Order, substantially in the form attached hereto, authorizing the employment and retention of Troutman Pepper as EPC Special Counsel to perform certain legal services that will be necessary during these chapter 11 cases, as described herein, in accordance with the terms and conditions set forth in the engagement letter between the Debtors and Troutman Pepper (the "**Engagement Letter**"), attached as **Exhibit 1** to the proposed Order and incorporated herein by reference.

Jurisdiction, Venue, and Predicates for Relief

2. The United States Bankruptcy Court for the Southern District of Texas (the "**Court**") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors consent to the entry of a final order by the Court. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The predicates for the relief requested herein are sections 327(e), 328, 329 and 330 of the Bankruptcy Code, rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "**Bankruptcy Local Rules**").

Background

4. On May 21, 2024 (the "**Petition Date**"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Court. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The chapter 11 cases are being jointly administered pursuant

to Bankruptcy Rule 1015(b). No party has requested the appointment of a trustee or examiner in these chapter 11 cases. On June 4, 2024, the Office of the United States Trustee for the Southern District of Texas (the "**U.S. Trustee**") appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the "**Committee**").

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

6. Debtor Zachry Industrial, Inc. ("**ZII**"), is party to the Debtors' major industrial engineering, procurement, and construction projects ("**EPC**") and project commitments (the "**EPC Business**"). ZII's industrial services include (i) project and construction management, (ii) EPC project delivery, (iii) direct-hire construction, (iv) engineering and design, (v) plant startup and commissioning, and (vi) logistics and supply chain management.

7. ZII, together with CB&I LLC and Chiyoda International Corporation, entered into an unincorporated hybrid joint venture ("**Joint Venture**") dated January 30, 2019, for the purpose of performing EPC work on a liquified natural gas plant located in Sabine Pass, Texas known as the Golden Pass LNG Export Project ("**GPX Project**") on behalf of and pursuant to a contract between the Joint Venture and Golden Pass LNG Terminal LLC ("**Golden Pass**"), also effective January 30, 2019 (the "**EPC Contract**"). Under the terms of the EPC Contract, ZII and the other parties agreed to provide detailed EPC services for construction of the GPX Project that would, upon completion, treat, process, and liquefy domestic natural gas.

Qualifications of Troutman Pepper and Services to be Provided

8. As a result of their EPC Business, the Debtors ordinarily and regularly retain counsel to provide legal advice and representation with respect to EPC-related matters. Since 2017, Troutman Pepper has represented the Debtors in numerous construction deals, projects,

claims and disputes related to the EPC Business, including with respect to the EPC Contract and the GPX Project. As a result of Troutman Pepper's prepetition representations, Troutman Pepper has acquired extensive experience and knowledge of the Debtors' EPC Business, including ZII's involvement in the EPC Contract and the GPX Project.

9. The Debtors believe Troutman Pepper is well-qualified and uniquely suited to serve as EPC Special Counsel in connection with the Debtors' EPC Business, including in connection with the EPC Contract and GPX Project. Troutman Pepper has assembled a highly qualified team of professionals and related staff who possess the requisite knowledge and experience necessary to provide exceptional representation to the Debtors regarding their EPC Business, the EPC Contract, and the GPX Project. Troutman Pepper's extensive experience in EPC matters, and particularly with respect to the Debtors' EPC matters, will aid the Debtors in connection with any matters arising out of the Debtors' EPC Business, the EPC Contract and the GPX Project.

10. Troutman Pepper's services are appropriate and necessary and will enable the Debtors to execute their duties as debtors in possession and prosecute these chapter 11 cases. The Debtors believe that Troutman's expertise regarding the EPC Business, the EPC Contract and the GPX Project is critical to the Debtors' ability to maximize value for all stakeholders.

11. The Debtors believe that the retention of Troutman Pepper as described herein is in the best interests of the Debtors and their estates and therefore should be approved.

Professional Compensation

12. Troutman Pepper will provide professional services to the Debtors at the current standard hourly rates charged by the Firm. The current standard rates for the Firm's professionals currently expected to assist on this engagement are reflected in the Engagement Letter, dated May 3, 2024, attached to the Order as **Exhibit 1**. Other attorneys and paralegals at Troutman Pepper may from time to time serve the Debtors in connection with the matters described herein.

13. Troutman Pepper has advised the Debtors that its hourly rates are subject to periodic increases in the normal course of the Firm's business. The hourly rates are designed to fairly compensate Troutman Pepper for the work of its attorneys and paraprofessionals and to cover fixed and routine overhead expenses. Troutman Pepper believes these rates are reasonable and appropriate given the facts of these chapter 11 cases.

14. Troutman Pepper is customarily reimbursed for all expenses it incurs in connection with its representation of a client in any given matter. Such expenses include, without limitation, travel costs (including mileage, parking, airfare, lodging, meals, and ground transportation), express mail, messenger service, photocopying costs, document processing, computerized research charges, court fees, transcript costs, and other out of pocket costs, expenses, and disbursements as set forth in the Engagement Letter.

15. Troutman Pepper intends to apply to the Court for allowance of compensation for professional services rendered and reimbursement of charges and disbursements incurred on behalf of the Debtors in accordance with the scope of its engagement, applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders entered in these chapter 11 cases governing professional compensation and reimbursement for fees and expenses charged. Troutman Pepper will seek compensation for the services of each professional and paraprofessional acting on behalf of the Debtors in these chapter 11 cases at their then-current standard hourly rates. For billing purposes, Troutman Pepper shall keep its time in one-tenth (1/10) hour increments.

16. Pursuant to Bankruptcy Rule 2016(b), Troutman Pepper has disclosed that it has no agreement with any other entity to share any compensation received by Troutman Pepper, except as permitted under section 504(b)(1) of the Bankruptcy Code.

No Duplication of Services

17. The Debtors believe that the services Troutman Pepper will provide will be complementary to, and not duplicative of, the services to be performed by White & Case LLP ("**White & Case**"), Susman Godfrey LLP, M3 Advisory Partners, LP, Hicks Thomas LLP, Ernst & Young LLP, and any other professionals that have been or may be retained by the Debtors. The Debtors are mindful of the need to avoid unnecessary duplication of services, and appropriate procedures will be implemented to ensure minimal duplication of effort, if any, as a result of Troutman Pepper's role as EPC Special Counsel.

Troutman Pepper's Disinterestedness

18. To the best of the Debtors' knowledge, and except as otherwise set forth herein and in the accompanying Mancini Declaration, Troutman Pepper has no connection with any of the Debtors, their affiliates, their creditors, or any other party in interest, or their respective attorneys and accountants, the U.S. Trustee for the Southern District of Texas or any person employed in the office of the same, or any judge in the Bankruptcy Court or District Court for the Southern District Court of Texas or any person employed in the offices of the same.

19. As set forth in the Mancini Declaration, Troutman Pepper in the past has represented, currently represents, and in the future likely will represent certain entities that are parties in interest in these chapter 11 cases in matters unrelated to the Debtors, the Debtors' chapter 11 cases, or such parties in interests' claims against or interests in the Debtors.

20. In addition, the Debtors are aware that, as of the Petition Date, Troutman Pepper is owed approximately $65,000 by the Debtors for certain prepetition services.

21. The Debtors understand that, except as otherwise set forth in the Mancini Declaration:

a. neither Troutman Pepper nor any attorney at the Firm holds or represents an

interest adverse to the Debtors' estates;

b. neither Troutman Pepper nor any attorney at the Firm is an equity security holder or an insider of the Debtors;

c. neither Troutman Pepper nor any attorney at the Firm is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors; and

d. neither Troutman Pepper nor any attorney at the Firm has an interest materially adverse to the interests of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, or for any other reason.

22. In view of the above, the Debtors believe that Troutman Pepper does not hold or represent an interest adverse to the Debtors or the Debtors' estates with respect to the matters on which Troutman Pepper is to be employed.

23. Troutman Pepper will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances arise or any new or additional connections to parties in interest arise. If any new relevant facts or relationships are discovered or arise, Troutman Pepper will use reasonable efforts to identify such developments and will promptly file a supplemental declaration, to the extent required by Bankruptcy Rule 2014(a).

Basis for Relief

24. The Debtors seek to retain Troutman Pepper as their attorneys pursuant to section 327(e) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

> [M]ay employ for a specified special purpose . . . an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate *with respect to the matter on which such attorney is to be employed*.

11 U.S.C. § 327(e) (emphasis added).

25. Bankruptcy Rule 2014(a) requires that an application for retention include:

> [S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

26. Moreover, section 1107(b) of the Bankruptcy Code provides that a person is not disqualified for employment under section 327 of the Bankruptcy Code by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case. 11 U.S.C. § 1107(b).

27. Retention of an attorney under section 327(e) does not require the same searching inquiry required for a debtor to retain general bankruptcy counsel under section 327(a). *See Meespierson Inc. v. Strategic Telecom Inc.*, 202 B.R. 845, 847 (D. Del. 1996) ("[S]pecial counsel employed under [section] 327(e) need only avoid possessing a conflict of interest concerning the matter at hand."). Nevertheless, the phrase "does not represent or hold any interest adverse to the debtor or to the estate" requires a factual determination of "all relevant facts surrounding the debtors' case, including, but not limited to, the nature of the debtor's business, all foreseeable employment of special counsel, [and] the expense of replacement counsel . . ." *In re Woodworkers Warehouse, Inc.*, 323 B.R. 403, 406 (D. Del. 2005). Further, in exercising discretion under section 327, the Court should take "into account the particular facts and circumstances surrounding the case." *In re Johnson*, 433 B.R. 626, 635 (Bankr. S.D. Tex. 2010). In general, however, subject to the requirements of sections 327 and 1107, a debtor in possession is entitled to the counsel of its choosing. *In re Vouzianas*, 259 F.3d 103, 108 (2d Cir. 2001) (observing that "[o]nly in the rarest cases should the trustee be deprived of the privilege of selecting his own counsel").

28. For the reasons stated herein as well as the reasons stated in the Mancini Declaration and Old Declaration, the employment and retention of Troutman Pepper as EPC Special Counsel is warranted. As required, this Application and the exhibits attached hereto set forth specific facts showing the specified special purpose for the employment, the reasons for selecting Troutman Pepper, the professional services to be rendered, the proposed arrangements for compensation, and Troutman Pepper's connections to parties in interest. Further, Troutman Pepper does not represent or hold any interest adverse to the Debtors estates and has no connection to the Debtors, their creditors, or other parties in interest with respect to the matters on which Troutman Pepper is to be employed, except as may be disclosed in the Mancini Declaration.

Notice

29. The Debtors will provide notice of this Motion to: (a) the United States Trustee for the Southern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel for the Committee; (d) the United States Attorney's Office for the Southern District of Texas; (e) the state attorneys general for the states in which the Debtors operate; (f) the Internal Revenue Service; (g) the United States Securities and Exchange Commission; and (h) the Prepetition Agent, and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002 and Bankruptcy Local Rule 9013-1(d). In light of the nature of the relief requested, no other or further notice need be provided.

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

Dated: June 20, 2024
San Antonio, Texas

Respectfully submitted,

Zachry Holdings, Inc.
(on behalf of the Debtors)

/s/ *James R. Old, Jr.*
James R. Old, Jr.
General Counsel
Zachry Holdings, Inc.

Certificate of Service

I certify that on June 20, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ *Charles R. Koster*
Charles R. Koster

EXHIBIT A

Mancini Declaration

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

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

DECLARATION OF DAVID MANCINI IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF TROUTMAN PEPPER HAMILTON SANDERS LLP AS EPC SPECIAL COUNSEL TO THE DEBTORS EFFECTIVE AS OF THE PETITION DATE

I, David Mancini, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

Relief Requested

1. I am a partner in the law firm of Troutman Pepper Hamilton Sanders, LLP ("**Troutman Pepper**" or the "**Firm**"), which maintains offices for the practice of law at, among other locations, 401 9th Street, N.W., Suite 1000, Washington, D.C. 20004, and 1001 Haxall Point, 15th Floor, Richmond, VA 23219. I am admitted to and a member in good standing of the Bars of the States of Texas, Virginia, Maryland, and the District of Columbia. I am also admitted to practice in North Carolina. There are no disciplinary proceedings pending against me in any jurisdiction.

2. I submit this declaration (the "**Declaration**") pursuant to sections 327(e), 328, 329 and 330 of title 11 of the United States Code (the "**Bankruptcy Code**"), rules 2014(a) and 2016

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

of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "**Bankruptcy Local Rules**") in support of the *Debtors' Application for Entry of an Order Authorizing the Employment and Retention of Troutman Pepper Hamilton Sanders LLP as EPC Special Counsel to the Debtors Effective as of the Petition Date* (the "**Application**"), filed contemporaneously herewith.[2] Except as otherwise noted, I have personal knowledge of the matters set forth herein.[3]

Qualifications of Troutman Pepper and Services to be Provided

3. I believe Troutman Pepper is well-qualified and uniquely suited to serve as EPC Special Counsel in connection with the Debtors' EPC Business, including in connection with the EPC Contract and GPX Project. Since 2017,[4] the team at Troutman Pepper has successfully represented the Debtors on a wide array of issues relating to their EPC Business, from contract formation through performance and the dispute resolution process. Those matters have included work related to the EPC Contract and the GPX Project. As a result of Troutman Pepper's prepetition representations, Troutman Pepper has acquired extensive experience and knowledge of the Debtors' EPC Business, including ZII's involvement in the EPC Contract and the GPX Project. I believe Troutman Pepper has assembled a highly qualified team of professionals and related staff who possess the requisite knowledge and experience necessary to provide exceptional representation to the Debtors regarding their EPC Business, including in connection with the EPC Contract and the GPX Project.

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

[3] Certain of the disclosures herein relate to matters within the knowledge of attorneys or employees of Troutman Pepper and are based on information provided by them.

[4] I personally have represented the Debtors in numerous construction matters since approximately 1998.

Professional Compensation

4. Troutman Pepper will accept, as compensation for its work during the chapter 11 cases, such sums as may be allowed by the Court in accordance with the Bankruptcy Code. Additionally, Troutman Pepper will seek compensation for all time and expenses associated with its retention in these chapter 11 cases, including the preparation of the Application, this Declaration, and related documents, as well as any monthly fee statements and/or interim and final fee applications.

5. Troutman Pepper will provide professional services to the Debtors at the current standard hourly rates charged by the Firm. The current standard rates for the Firm's professionals currently expected to assist on this engagement are reflected in the Engagement Letter, dated May 3, 2024, attached to the Order as **Exhibit 1**. Other attorneys and paralegals at Troutman Pepper may from time to time serve the Debtors in connection with the matters herein described.

6. Troutman Pepper has advised the Debtors that its hourly rates are subject to periodic increases in the normal course of the Firm's business. The hourly rates are designed to fairly compensate Troutman Pepper for the work of its attorneys and paraprofessionals and to cover fixed and routine overhead expenses. I believe these rates are reasonable and appropriate given the facts of these chapter 11 cases.

7. Troutman Pepper is customarily reimbursed for all expenses it incurs in connection with its representation of a client in any given matter. Such expenses include, without limitation, travel costs (including mileage, parking, airfare, lodging, meals, and ground transportation), express mail, messenger service, photocopying costs, document processing, computerized research charges, court fees, transcript costs, and other out of pocket costs, expenses, and disbursements as set forth in the Engagement Letter.

8. Troutman Pepper intends to apply to this Court for allowance of compensation for professional services rendered and reimbursement of charges and disbursements incurred in these chapter 11 cases in accordance with the scope of its engagement, applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders entered in these chapter 11 cases governing professional compensation and reimbursement for fees and expenses charged. Troutman Pepper will seek compensation for the services of each professional and paraprofessional acting on behalf of the Debtors in these chapter 11 cases at their then-current standard hourly rates. For billing purposes, Troutman Pepper shall keep its time in one-tenth (1/10) hour increments.

9. Other than as set forth above or in the Engagement Letter, no arrangement is proposed between the Debtors and Troutman Pepper for compensation to be paid in the chapter 11 cases.

10. Pursuant to Bankruptcy Rule 2016(b), Troutman Pepper has no agreement with any other entity to share any compensation received by Troutman Pepper, except as permitted under section 504(b)(1) of the Bankruptcy Code.

No Duplication of Services

11. I understand that the Debtors have filed applications for orders authorizing the retention of White & Case LLP, Susman Godfrey LLP, M3 Advisory Partners, LP, Hicks Thomas LLP, and Ernst & Young LLP, and may in the future file additional applications to retain other professionals. Although certain aspects of the matters on which Troutman Pepper is to be retained may necessarily involve both Troutman Pepper and other professionals, I believe that the services Troutman Pepper will provide will be complementary to, and not duplicative of, the services to be performed by these other professionals. Further, Troutman Pepper shall use its reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals.

Troutman Pepper's Disinterestedness

12. In connection with its proposed retention by the Debtors, Troutman Pepper undertook an investigation to determine whether it had any conflicts or other relationships that would affect Troutman Pepper's disinterestedness or cause Troutman Pepper to hold or represent an interest adverse to the Debtors or the Debtors' estates with respect to the matters on which Troutman Pepper is to be employed pursuant to 11 U.S.C. § 327(e). Troutman Pepper obtained from counsel to the Debtors the list ("**PPI List**") of parties who may hold an interest in these chapter 11 cases (the "**Potential Parties in Interest**"). The PPI List is attached hereto as **Schedule 1** and is categorized for ease of reference.

13. In accordance with Bankruptcy Rule 2014(a), prior to filing the Application, I caused to be submitted the names of the Potential Parties in Interest on **Schedule 1** for review under the conflict check system maintained by Troutman Pepper.[5] Troutman Pepper maintains and systematically updates its conflict system in the regular course of business of the firm, and it is the regular practice of the firm to make and maintain these records. The conflict check system maintained by Troutman Pepper is designed to include: (i) every matter for which the firm is now or has been engaged; (ii) the entity by which the firm is now or has been engaged; (iii) the identity of known related parties; (iv) the identity of known adverse parties; and (v) the attorney in the firm who is knowledgeable about the matter. It is the policy of Troutman Pepper that no new matter may be accepted or opened within the firm without completing and submitting to those charged with maintaining the conflict check system and adverse party index the information necessary to check each such matter for conflicts, including the identity of the prospective client, the matter and

[5] The information listed on **Schedule 1** may have changed without Troutman Pepper's knowledge and may change during the pendency of these chapter 11 cases. Accordingly, Troutman Pepper will update this Declaration as necessary and when Troutman Pepper becomes aware of additional material information.

related and adverse parties. Accordingly, the database is regularly updated for every new matter undertaken by Troutman Pepper. The scope of the system is a function of the completeness and accuracy of the information submitted by the attorney opening a new matter.

14. Based on the results of Troutman Pepper's investigation into the Potential Parties in Interest, Troutman Pepper currently represents, or has represented within the last two years certain individuals, entities, or their affiliates who are Potential Parties in Interest in matters unrelated to the Debtors, the chapter 11 cases, or such entities' claims against and interests in the Debtors. The list of Potential Parties in Interest Troutman Pepper currently represents, or has represented within the last two years, on matters unrelated to the Debtors or these chapter 11 cases are identified on the attached **Schedule 2**.[6]

15. Of the Potential Parties in Interest listed in **Schedule 2**, none represented more than 1% of Troutman Pepper's revenue for the 12-month period ending April 30, 2024, except for Wells Fargo Bank.

16. As reflected on **Schedule 2**, Troutman Pepper represents Exxon Mobil Corporation ("**Exxon**") in certain matters unrelated to the Debtors or these chapter 11 cases. Upon information and belief, ExxonMobil is the partial owner of Golden Pass Products, LLC ("**Golden Pass**"). Golden Pass, in turn, is one of the named defendants in an adversary proceeding initiated by debtor ZII. The Debtors were aware of Troutman Pepper's representation of Exxon when the Debtors executed the Engagement Letter. Accordingly, the Engagement Letter attached as Exhibit 1 to the proposed Order includes an express conflict waiver relating to matters that may arise between the

[6] The term "client" means an entity listed as a client or affiliate of a client in an active or closed matter in Troutman Pepper's conflicts search system. To the extent that a Potential Party in Interest falls under more than one category, such Potential Party in Interest may be disclosed below in only one category. Furthermore, the inclusion of a Potential Party in Interest within one or more categories in the Application, this Declaration, or otherwise is for convenience only and is not, and shall not be construed as, an acknowledgement or admission regarding any Potential Party in Interest, including with respect to any claims or relationships that such Potential Party in Interest may have with the Debtors.

Debtors and Golden Pass. Troutman Pepper also has written confirmation of a conflict waiver from Exxon.[7] Troutman Pepper has also installed an ethical wall within the Firm to ensure the conflict waiver terms are properly enforced.

17. In addition as reflected on **Schedule 2**, Troutman Pepper represents Golden Pass in certain intellectual property matters unrelated to the Debtors or these chapter 11 cases.

18. I am aware that, as of the Petition Date, Troutman Pepper is owed approximately $65,000 from the Debtors for certain prepetition services. Troutman Pepper has communicated this information to the Debtors prior to filing the Application. I understand that any outstanding prepetition amounts will not be paid pursuant to Troutman Pepper's retention under 11 U.S.C. § 327(e) but may receive treatment as a prepetition general unsecured claim in the chapter 11 cases.

19. I am aware that Troutman Pepper is in discussions with another firm regarding a potential merger. To the best of my knowledge at this time, the potential merger would not cause Troutman Pepper to hold or represent an interest adverse to the Debtors or the Debtors' estates with respect to the matters on which Troutman Pepper is to be employed under 11 U.S.C. § 327(e).

20. To the best of my knowledge and except as set forth herein:

a. neither Troutman Pepper nor any attorney at the Firm holds or represents an interest adverse to the Debtors or the Debtors' estates with respect to the matters on which Troutman Pepper is to be employed;

b. neither Troutman Pepper nor any attorney at the Firm is an equity security holder or an insider of the Debtors;

c. neither Troutman Pepper nor any attorney at the Firm is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors; and

d. neither Troutman Pepper nor any attorney at the Firm has an interest materially adverse to the interests of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, or for any other reason.

[7] This waiver is available upon reasonable request and adequate protections for client confidentiality.

21. Because of the Firm's extensive legal practice, Troutman Pepper in the past has represented, currently represents, and in the future likely will represent, in matters unrelated to the Debtors or these chapter 11 cases, clients that are adverse, or could be considered potentially adverse, to creditors of the Debtors and other parties in interest in these chapter 11 cases, in matters unrelated to these chapter 11 cases. Further, Troutman Pepper in the past has represented, currently represents, and in the future likely will represent certain parties that are parties-in-interest in these chapter 11 cases in matters unrelated to the Debtors, the Debtors' chapter 11 cases, or such parties-in-interests' claims against or interests in the Debtors.

Conclusions with Respect to Troutman Pepper's Disinterestedness

22. Based upon the information available to me, after following the procedures described herein, and as otherwise described on **Schedule 2** hereto or otherwise herein, I believe that (i) Troutman Pepper does not hold or represent an interest adverse to the Debtors or the Debtors' estates with respect to the matters on which Troutman Pepper is to be employed as contemplated under 11 U.S.C. § 327(e); and (ii) Troutman Pepper has no connection with any of the Debtors, their affiliates, their creditors, or any other party-in-interest, or their respective attorneys and accountants, the U.S. Trustee for the Southern District of Texas or any person employed in the office of the same, or any judge in the Bankruptcy Court or District Court for the Southern District of Texas or any person in the offices of the same, except as may be disclosed in this Declaration.

23. Troutman Pepper will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances arise or any new or additional connections to parties in interest arise. If any new relevant facts or relationships are discovered or arise, Troutman Pepper will use reasonable efforts to identify such developments

and will promptly file a supplemental declaration, to the extent required by Bankruptcy Rule 2014(a).

24. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Washington, D.C.
Dated: June 20, 2024

Respectfully submitted,

/s/ David Mancini

David Mancini
Troutman Pepper Hamilton Sanders LLP
401 9th Street, NW, Suite 1000
Washington, DC 20004
202.274.2840
david.mancini@troutman.com

Schedule 1

Potential Parties in Interest

Schedule 2

Results of the Connections Search

Potential Party in Interest	Category	Disclosure
Albemarle Corporation	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Ace Property & Casualty Ins	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
AEP Swepco	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Allied World	Insurance and Surety Provider	This party (or its affiliate) is a former client of the Firm in unrelated matters.
Amegy	Depository Bank	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Ameren Illinois Company	Utility Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Ameren Missouri	Utility Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
American Alternative Insurance	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
American Electric Power	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
American Guarantee & Liability Insurance	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Anheuser-Busch, LLC	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Apex Systems LLC	Significant Vendor	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Apollo Liability Constortium	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Arch Insurance	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Argo	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Ascot Insurance	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Atmos Energy Corporation	Utility Provider	This party (or its affiliate) is a current

		client of the Firm in unrelated matters.
Bank of America	Depository Bank	This party (or its affiliate) is a current client of the Firm in unrelated matters.
BASF Corporation	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Berkley Canada	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters. Certain of Berkley Canada's affiliates are former clients of the Firm in unrelated matters.
Bluecross/Blueshield of Texas	Benefit Providers	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Burns & McDonnell	Major Joint Venture Partner	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Cadence Bank	Secured Party	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Catlin Syndicate	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Chubb	Insurance and Surety Provider	This party (or its affiliate) is a former client of the Firm in unrelated matters.
CIGNA	Benefit Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Comerica Bank	Credit Card Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
ConocoPhillips Company	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Columbia Casualty Co	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Dominion Energy South Carolina, Inc.	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Dominion Energy, Inc	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Duke Energy Business Services LLC	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Duke Energy Carolinas, LLC	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Duke Energy Progress, Inc.	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.

Duke Realty Limited Partnership	Lease Counterparty	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Engie Resources LLC	Utility Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Entergy Louisiana, LLC	Utility Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Evanston Insurance	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Exelon Generation	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
ExxonMobil Corp.	Owner of Major Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Federal Insurance Co	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Ferguson Enterprises	Largest Unsecured Creditors	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Florida Power & Light	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Frost Bank	Depository Bank	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Golden Pass LNG Terminal LLC f/k/a Golden Pass Productions LLC	Major Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
GE-Hitachi Energy	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Georgia Department of Revenue	Taxing and Regulatory Authority	This party (or its affiliate) is a current client of the Firm in unrelated matters.
GFL Plant Services LP	Significant Vendor	This party (or its affiliate) is a current client of the Firm in unrelated matters.
The Hartford	Benefit Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Herc Rentals, Inc.	Significant Vendor	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Hershey Chocolate & Conf Corp	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Innophos, Inc	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Ironshore Specialty Insurance	Insurance and Surety Provider	This party (or its affiliate) is a current

		client of the Firm in unrelated matters.
JP Morgan Chase	Secured Party	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Kimberly-Clark	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Kraft Foods	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Kurita America Inc	Significant Vendor	This party (or its affiliate) is a current client of the Firm in unrelated matters.
QBE Lloyds London	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
QBE Lloyds Syndicate	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Markel American	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Mastercard	Credit Card Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Mcgrath Rentcorp	Lease Counterparty	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Mississippi Power	Utility Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
National Indemnity–Tokio Marine	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Navigators Insurance	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Nouryon Pulp & Performance Chemicals	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
North Rock Insurance	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Omaha Public Power District	Major Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
PECO	Utility Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Pioneer	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
PNC Bank	Depository Bank	This party (or its affiliate) is a current client of the Firm in unrelated

		matters.
Phillips 66 Company	Litigant	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Regions Bank	Secured Party	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Rocky Mountain Power	Utility Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
SCOR Channel Limited	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Starr Insurance & Reinsurance (Starr Indemnity & Liability/Starr Surplus Lines))	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Susman Godfrey	Restructuring Professionals	This party (or its affiliate) is a current client of the Firm in unrelated matters.
SWISS RE	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Thompson Construction	Largest Unsecured Creditors	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Union Electric Company d/b/a Ameren	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
US Bank	Depository Bank	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Valero Refining	Significant Customer	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Wells Fargo Bank	Depository Bank	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Wells Fargo Equipment Finance, Inc.	Lease Counterparty	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Westchester Fire Insurance	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Western Surety Company	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
XL Insurance Company SE	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Zions Bank dba Amegy Bank	Secured Party	This party (or its affiliate) is a current client of the Firm in unrelated matters.
Zurich America	Insurance and Surety Provider	This party (or its affiliate) is a current client of the Firm in unrelated matters.

EXHIBIT B

Old Declaration

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

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

DECLARATION OF JAY OLD IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF TROUTMAN PEPPER HAMILTON SANDERS LLP AS EPC SPECIAL COUNSEL TO THE DEBTORS EFFECTIVE AS OF THE PETITION DATE

I, Jay R. Old, General Counsel of Zachry Holdings, Inc. ("**ZHI**," and together with its debtor affiliates, the "**Debtors**") pursuant to 28 U.S.C. § 1746, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the General Counsel of ZHI. I submit this declaration (this "**Declaration**") in support of the Application ("**Application**")[2] of the Debtors, pursuant to section 327(e) and 330 of title 11 of the United States Code (the "**Bankruptcy Code**"), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "**Bankruptcy Local Rules**"), for authority to retain and employ Troutman Pepper Hamilton Sanders LLP ("**Troutman Pepper**" or the "**Firm**"), as special counsel relating to all maters arising out of the Debtors' Engineering,

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

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

Procurement, and Construction business ("**EPC Special Counsel**") to the Debtors effective as of the Petition Date. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

The Debtors' Selection of Troutman Pepper

2. As a result of their EPC Business, the Debtors ordinarily and regularly retain counsel to provide legal advice and representation with respect to EPC-related matters. Since 2017, Troutman Pepper has represented the Debtors in numerous construction deals, projects, claims and disputes related to the EPC Business, including with respect to the EPC Contract and the GPX Project. As a result of Troutman Pepper's prepetition representations, Troutman Pepper has acquired extensive experience and knowledge of the Debtors' EPC Business, including ZII's involvement in the EPC Contract and the GPX Project

3. The Debtors believe Troutman Pepper is well-qualified and uniquely suited to serve as EPC Special Counsel in connection with the Debtors' EPC Business, including in connection with the EPC Contract and GPX Project. Troutman Pepper has assembled a highly qualified team of professionals and related staff who possess the requisite knowledge and experience necessary to provide exceptional representation to the Debtors regarding their EPC Business, the EPC Contract, and the GPX Project. Troutman Pepper's extensive experience in EPC matters, and particularly with respect to the Debtors' EPC matters, will aid the Debtors in connection with any matters arising out of the Debtors' EPC Business, the EPC Contract and the GPX Project, allowing the Debtors, through their general bankruptcy counsel, to focus on the broader restructuring issues in the chapter 11 cases.

Rate Structure

4. In my capacity as the General Counsel, I share responsibility for supervising retained counsel. In accordance with the Engagement Letter, Troutman Pepper will provide

professional services to the Debtors under its standard hourly rate structure, which was the same rate structure as used before the Petition Date.

5. Based on my experience retaining and working with various law firms in numerous other matters, Troutman Pepper's hourly rates are consistent with the hourly rates charged by other law firms of a similar caliber and for similar services. Troutman Pepper informed the Debtors that its hourly rates are subject to periodic adjustment, and, so long as Troutman Pepper charges its standard hourly rates in effect at the time, the Debtors consent to Troutman Pepper's annual and other periodic rate increases.

Cost Supervision

6. The Debtors recognize that in large chapter 11 cases such as these it is possible that there may be unforeseen fees and expenses that will need to be addressed by the Debtors and Troutman Pepper. The Debtors also recognize that it is their responsibility to closely monitor the billing practices of Troutman Pepper and their other professionals to ensure that fees and expenses paid by their estates remain consistent with the Debtors' expectations taking into account the exigencies and other circumstances of these chapter 11 cases. I am also responsible for reviewing the invoices regularly submitted by Troutman Pepper and I will ensure that the Debtors continue to review and monitor the regular invoices submitted by Troutman Pepper.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: June 20, 2024
San Antonio, Texas

Respectfully submitted,

/s/ James R. Old, Jr.
James R. Old, Jr.
General Counsel
Zachry Holdings, Inc.

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)

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF TROUTMAN PEPPER HAMILTON SANDERS LLP AS EPC SPECIAL COUNSEL TO THE DEBTORS EFFECTIVE AS OF THE PETITION DATE

Upon the application (the "**Application**")[2] of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") for entry of an order (this "**Order**"), authorizing the employment and retention of Troutman Pepper Hamilton Sanders LLP ("**Troutman Pepper**") effective as of the Petition Date as the Debtors' special counsel relating to all maters arising out of the Debtors' Engineering, Procurement, and Construction business ("**EPC Special Counsel**"), as more fully set forth in the Application; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and due, sufficient, and proper notice of the Application having been provided under the circumstances and in accordance with the Bankruptcy Rules and the Bankruptcy Local Rules, and it appearing that no other or further notice need be provided; and

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

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

upon consideration of the Application, the Mancini Declaration, the Old Declaration, and all of the proceedings had before the Court; and this Court having found and determined that Troutman Pepper is a "disinterested person" as that term is defined under section 101(14) of the Bankruptcy Code, that Troutman Pepper's employment is necessary and in the best interests of the Debtors, their estates, their creditors, their stakeholders, and all other parties in interest, and that the legal and factual bases set forth in support of the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Debtors are authorized, pursuant to section 327(e) and 328 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1, to employ and retain Troutman Pepper as EPC Special Counsel, effective as of the Petition Date, in accordance with the Application, the Engagement Letter, the Mancini Declaration, and this Order, to perform the services described in the Application. To the extent the Application, the Engagement Letter, the Mancini Declaration, and this Order conflict, the terms of this Order shall govern.

2. In connection with the chapter 11 cases, Troutman Pepper shall be compensated for professional services rendered, and reimbursement for expenses incurred, in accordance with sections 330 and 331 of the Bankruptcy Code, the applicable provisions of the Bankruptcy Rules and the Bankruptcy Local Rules, any other applicable procedures and orders of this Court, and the Engagement Letter.

3. Troutman Pepper shall use its reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

4. Troutman Pepper shall provide notice of any rate increase beyond the 2024 rates

set forth in the Application in the first monthly statement in which such rate increases are applicable. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

5. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

6. Notice of the Application as set forth therein shall be deemed good and sufficient notice of the Application, and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

7. The Debtors are authorized to execute and deliver such documents and to take and perform all actions necessary to implement and effectuate the relief granted in this Order.

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

Dated: _____, 2024
Houston, Texas

_____
MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Engagement Letter

Troutman Pepper Hamilton Sanders LLP
401 9th Street, N.W., Suite 1000
Washington, D.C. 20004

troutman.com

David C. Mancini
D 202.274.2840
david.mancini@troutman.com

May 3, 2024

VIA EMAIL

James R. Old, Esq.
General Counsel
Zachry Group
527 Logwood Avenue
San Antonio, TX 78221

Re: Engagement of Troutman Pepper Hamilton Sanders LLP

Dear Jay:

Thank you for choosing Troutman Pepper Hamilton Sanders LLP ("Firm") to represent Zachry Group ("Client"). The purpose of this letter is to confirm the terms of the relationship.

Scope of Engagement

Client has requested, and the Firm agrees to provide, the following legal services ("Engagement") on two matters: (1) providing general contract counseling and advice, including contract reviews, drafting, and negotiations, and (2) proving advice and counseling, including drafting and negotiations of contract-related agreements, on matters related to the Golden Pass LNG Export Project ("Golden Pass Project"). As to the second matter relating to the specified Golden Pass Project, the Firm has disclosed certain past and ongoing work it does for ExxonMobil, and vice versa. The disclosure is relevant because ExxonMobil is involved in and has an ownership interest in the Project on behalf of the Owner, Golden Pass Products, LLC. Both ExxonMobil and Zachry have granted waivers to the firm via email exchanges for this engagement, but such waivers expressly exclude representation by Troutman of either party in litigation that may arise out of the Golden Pass Project.

Please note that this engagement does not include business, investment, tax, securities, or accounting advice; any analysis of Client's obligations under the Corporate Transparency Act (or state equivalent); or the filing of any reports with FinCEN

The scope of the Engagement may be expanded only by mutual written consent. The terms of this letter will apply to any expanded scope (including work on unrelated matters), unless superseded or supplemented by a written agreement signed by Client and the Firm.

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Payment of Fees and Expenses

Client agrees to pay the Firm's professional fees and out-of-pocket expenses in accordance with the following terms. The Firm's fees are calculated as the amount of time spent by the Firm's professionals on the Engagement (including travel), multiplied by their individual hourly rates, as reflected on the Firm's invoices. Hourly rates vary according to the experience of the professional. The Firm will endeavor to staff the Engagement in an efficient and cost-effective manner, without sacrificing quality, and the Firm may assign a combination of partners, counsel, associates, staff attorneys, contract attorneys, paralegals, librarians, and other employees to work on various aspects of the Engagement. The following is a list of the professionals who are initially assigned to handle this matter, with their hourly rates for this Engagement, which reflect substantial discounts off standard rates and to which Client and the Firm have agreed: David Mancini $685; Tricia Brauer $605; Alana Sliwinski $595; Jason Spang, $595; Faith Simms and Chelsea Merritt $525, and Liz Briones, $475. The Firm may increase hourly rates annually without prior notice, but the Firm will apply the same percentage discount to the rates.

In addition to professional fees, the Firm will be reimbursed for out-of-pocket expenses incurred in the Engagement, such as filing fees for courts and governmental offices, courier services, travel costs (transportation, lodging, meals, etc.), electronic discovery vendors (including Troutman Pepper eMerge), court reporters, investigators, consultants, experts, and external printing or photocopying services. Client authorizes the Firm to retain any vendors, local counsel, and consultants/experts that the Firm determines are necessary, and, unless otherwise agreed, their fees and expenses will be paid by Client (not the Firm).

The Firm will send monthly invoices for both fees and expenses, with an itemized description of the services rendered and costs incurred. Please review invoices and promptly notify the Firm of any questions or concerns. Payment is due upon receipt. Any discounts are contingent upon Client paying any invoices received prior to December no later than the end of such calendar year. Client agrees that the Firm may terminate the Engagement, if it does not receive prompt payment of amounts due.

If the Firm provides an estimate or budget of the fees and expenses that may be incurred in the Engagement, Client acknowledges that it is not a guarantee or agreement of the maximum amount that Client will owe. Client's obligation to pay the Firm's fees and expenses is not contingent on the outcome of the Engagement.

Conflicts of Interest

The Firm's ability to begin work in this Engagement is subject to the Firm's identification and resolution of any conflicts of interest, specifically including the conflict previously addressed between the Firm and Client on the Golden Pass Project and mentioned above. If needed, the Firm will disclose any conflicts of interest and obtain Client's consent in a separate writing.

The Firm represents only Client, as specifically defined above. The Firm does not represent any other entity or individual related to Client, such as parents, subsidiaries, affiliates, or joint venture partners; shareholders, partners, or members; and officers, directors, employees, agents, or representatives. Client agrees that the Firm's representation of Client does not create a conflict of interest if the Firm represents other clients adverse to any entity or individual related to Client. Client also agrees that it will not give the Firm any confidential information about any entity or individual related to Client.

Advance Consent: The Firm represents many different organizations and individuals throughout the country. Some of the Firm's current or future clients may have transactions, disputes, or other legal matters against or involving Client, either during or after this Engagement.

- This letter confirms that Client prospectively consents to the Firm's representation of its existing or new clients in any type of matter that is adverse to Client (except litigation or arbitration), provided that (i) the adverse matters are not substantially related to this Engagement, and (ii) the Firm will not use Client's confidential information in the adverse matters. Client waives any conflicts of interest and agrees not to seek to disqualify the Firm from representing the other Firm clients in these adverse matters.

- This letter confirms that Client also prospectively consents to and waives any conflicts of interest arising from the Firm's representation of new clients that are adverse in matters we are handling for Client, provided that (i) the matter for the new client is not substantially related to the adverse matters we are handling for Client, and (ii) the Firm receives a reciprocal consent from the new client.

As permitted by the applicable rules of professional conduct for attorneys, this advance consent is designed to protect the rights and interests of the Firm's clients, including you, in their choice of counsel by ensuring that the Firm remains available to represent its clients over time, even as new clients engage the Firm.

Cooperation and Communication

Client agrees to cooperate with the Firm and to disclose accurately and completely all facts and documents that may be relevant to the Engagement or requested by the Firm. Client also agrees to inform the Firm, in writing, of any changes in the contact information (name, address, telephone number, e-mail address, etc.) of Client or any authorized representatives who can communicate with the Firm on behalf of Client. When Client's instruction or authorization is needed, the Firm will contact Client at the last known address and/or phone number, and Client agrees to respond promptly.

Unless instructed otherwise, the Firm will use electronic communications (such as e-mail, cellular telephones, Voice Over Internet, etc.) to communicate with Client. Client consents to the Firm's use of electronic communications in connection with the Engagement.

Client acknowledges that the Firm cannot make any promise or guarantee concerning the outcome of the Engagement. Attorneys may express opinions or beliefs about various courses of action and anticipated results; however, any such statement is not a promise or guarantee.

Termination of Engagement

Either Client or the Firm may terminate the Engagement at any time upon written notice.

The Firm's termination is subject to applicable rules of professional conduct. If permission for withdrawal is required by a court or other tribunal, the Firm will apply for such permission, and Client agrees to execute any documents necessary for the withdrawal. Termination does not relieve Client from the obligation to pay for all fees and expenses incurred in the Engagement.

Unless terminated sooner, the Engagement automatically terminates upon completion of the Firm's work, as measured by the date of the last time internally recorded to the Engagement.

Upon termination of the Engagement, the attorney-client relationship ends, unless Client engages the Firm for new matters. The Firm has no continuing obligation to advise Client with respect to future legal developments. Firm newsletters or other general publications transmitted to Client do not revive the attorney-client relationship.

Records Retention

The Firm will retain records that it created or received from Client or others for ten years after a matter ends; however, any documents or data collected, stored, or produced by eMerge may be deleted after one year. During these timeframes, upon Client's request or the Firm's election, the Firm will return Client's original records and property to Client. After these timeframes, the Firm may dispose of all records and data in accordance with the Firm's retention policies, without further notice to Client, unless Client and the Firm agree to other arrangements.

If the Firm (or one of its attorneys) is compelled or requested to testify or produce documents in any court or administrative proceeding, whether during or after the Engagement, Client agrees to pay the Firm, at hourly rates then in effect, for the fees and expenses incurred in that testimony or document production.

Marketing

Client consents to the Firm's use of Client's name in marketing and advertising materials, including the Firm's website. The Firm will not disclose any confidential information about Client or the Engagement.

Client Outside Counsel Policies

The purpose of this letter is to confirm the terms of the relationship. In that regard, the Firm acknowledges receipt of Client's outside counsel terms, and agrees to adhere to those

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requirements. If Client's outside counsel terms differ from those in this letter, Client's terms shall control.

Acceptance

If this letter correctly reflects your understanding of the terms of the Engagement, please execute the letter below. Please send a signed copy to me via e-mail with a copy to ICS@troutman.com, and please retain a copy for your records. The Client and the Firm agree that digital copy signatures have the same binding effect as original ink signatures.

Prior to (or in the absence of) Client's countersignature on this letter, Client's receipt of legal services performed by the Firm constitutes acceptance of these terms.

On behalf of the Firm, I sincerely thank you for the opportunity to be of service. We appreciate your confidence in the Firm, and we look forward to working with you.

TROUTMAN PEPPER HAMILTON SANDERS LLP

By: _____
David C. Mancini
Partner

By signature below, I represent that I am authorized to accept and agree to the foregoing terms on behalf of Zachry Group:

Signature: _____

Name: James R. Old, Jr.

Title: General Counsel

Date: 5-6-2024