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

In re: ENGLOBAL CORPORATION, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-90083 Jointly Administered

AMERICAN BANK, N.A.'S MOTION TO COMPEL COMPLIANCE WITH THE SALE MOTION, ASSET PURCHASE AGREEMENT, PLAN OF REORGANIZATION, AND RELATED PLEADINGS FILED BY GULF ISLAND FABRICATION, INC. AND/OR THE DEBTORS BY IMMEDIATELY RETURNING AND/OR COMPENSATING AMERICAN BANK, N.A. FOR ITS EQUIPMENT

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing.

American Bank, N.A. ("American Bank"), by and through its undersigned counsel, hereby moves (the "Motion") to compel compliance with the Sale Motion, Asset Purchase Agreement, Plan of Reorganization, and related pleadings filed by Gulf Island Fabrication, Inc. ("Gulf Island"), the purchaser of the majority of the Debtors' assets, and/or the Debtors, by immediately returning and/or compensating American Bank for its equipment. In support of this Motion, American Bank represents as follows:

[1] The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: ENGlobal Corporation (2261); ENGlobal U.S., Inc. (0616); ENGlobal Government Services, Inc. (0196); and ENGlobal Technologies LLC (1664). The debtors' service address is: 11740 Katy Fwy., Ste. 350, Houston, Texas 77079.

PRELIMINARY STATEMENT

1. American Bank and debtor ENGlobal U.S., Inc. ("ENGlobal") are parties to an Equipment Finance Agreement dated March 10, 2023 (the "Agreement"). As a result of conflicting and often shifting positions regarding the treatment of the Agreement by Gulf Island, American Bank has not received any compensation for, or other value under, the Agreement despite Gulf Island taking possession of and using the equipment, and notwithstanding that the Agreement was ultimately deemed rejected.

2. The contradictory positions regarding the treatment of the Agreement are more fully developed below, but as an initial synopsis, the Agreement was originally listed on the debtor ENGlobal's Schedule G as an executory contract and recorded on Schedule 1 of the list of "potentially" assumed contracts in the Notice of Approved Forms (defined herein) and later the Asset Purchase Agreement. After the sale of the majority of the Debtors' assets to Gulf Island, American Bank was informed by Gulf Island on multiple occasions that the Agreement was assumed. But when American Bank requested the resulting post-assumption payments to be made on the contract, Gulf Island took the position that the equipment that is the subject of the Agreement was purchased free and clear of American Bank's liens pursuant to section 363 of the Bankruptcy Code. Thereafter, when American Bank raised the issue with the Debtors regarding the alleged sale to Gulf Island, American Bank received correspondence disputing the sale of American Bank's equipment and stating that the Agreement was rejected pursuant to the *Notice of Assumed Contracts and Rejected Contracts* [ECF Doc. 166] and in accordance with Article VI of the Debtors' *Joint Combined Chapter 11 Plan* [ECF Doc. 156] (the "Plan").

3. Notwithstanding that the Agreement appears to be deemed rejected, American Bank has not received return of its equipment, nor any proceeds of a sale of the equipment, despite Gulf Island's continued possession and use of the equipment.

4. Ultimately, to the extent the Agreement was rejected, the equipment should be immediately made available to American Bank, and Gulf Island should be compelled to pay for the use of the equipment since the date of rejection of the Agreement (June 20, 2025) to the present. In the alternative, should the Court agree that the equipment was sold as part of the section 363 sale to Gulf Island, American Bank should be paid the full amount of its lien, which would have attached to the sale proceeds. Finally, in the unlikely scenario that the Agreement was assumed and assigned, Gulf Island should be compelled to make all payments currently due and owing under the Agreement.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

6. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

7. Relief is requested herein pursuant to 11 U.S.C. §§ 105(a),

BACKGROUND

8. On March 10, 2023, the Debtor entered into and executed the Agreement with American Bank, whereby the Debtor financed the purchase of and granted American Bank a first-priority security interest in the following collateral (and the proceeds thereof) listed on the Prefunding Addendum thereto:

(1) 2023 Tommy Industrial® Model: TI1325-DAC310 Hydraulic Shear;
(1) 2023 Tommy Industrial® Model: BP88-13 88 TON 13' Hydraulic Press Brake;
(1) 2023 Tommy Industrial® Model: SNF3GA Sheet Metal Notcher;

(1) 2023 Tommy Industrial® Model: G-33/45 Sheet Metal 330 MM Semi-Auto Band Saw; and
(1) 2023 Tommy Industrial® Model: IWT – 101 Sheet Metal 330 MM Semi-Automatic Band 101 Ton Double Cylinder Hydraulic Ironworker.

(collectively, the "Equipment"). A copy of the Agreement is attached to the *Declaration of Thomas Walsh in Support of the Motion* ("Walsh Dec.") as **Exhibit A**.

9. In connection with the Agreement, American Bank filed a UCC-1 financing statement perfecting its first-priority security interest in the Equipment with the Texas Secretary of State on April 10, 2023. A copy of the filed UCC-1 is attached to the Walsh Dec. as **Exhibit B**.

10. On March 5, 2025, (the "Petition Date") the Debtors filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code ("Code").

11. On March 19, 2025, the Debtors filed an *Emergency Motion for (A) Entry of an Order (I) Approving Bidding Procedures; (II) Approving Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases; (III) Approving Stalking Horse Protections; (IV) Scheduling BID Deadline, Auction Date, and Sale Hearing Date; (V) Approving Form of Notice Thereof; (B) Entry of an Order After the Sale Hearing (I) Authorizing the Debtors to Sell Their Assets; and (II) Authorizing the Debtors to Assume and Assign Certain Executory Contracts and Unexpired Leases; and (C) Granting Related Relief* (the "Sale Motion") [ECF Doc. 54]. Attached as Exhibit B to the Sale Motion was a proposed cure notice evidencing the Debtor's intent to assume and assign certain executory contracts to be detailed in Schedule 1 annexed thereto. Schedule 1 at that time did not list any contracts but merely stated that the contracts were "To Be Supplemented."

12. On March 24, 2025, this Court entered the *Order Approving Bidding Procedures in Connection with the Sale of substantially all Assets, (II) Approving Procedures Related to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases,*

(III) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date, and (IV) Approving the Form and Manner of Notice Thereof [ECF Doc. 62]. One specific bidding procedure explicitly approved by the order was that the Debtors "shall cause the Cure Notice to be served to any counterparties to the Debtors' executory contracts and unexpired leases that may be designated as Assigned Contracts and assumed and assigned to the Successful Bidder, as set forth in Schedule 1 attached to the Cure Notice." Id. at 9.

13. Accordingly, on March 31, 2025, the Debtors filed the *Notice of Filing Approved Forms of Bidding Procedures, Sale Notice and Cure Notice* (the "Notice of Approved Forms"). [ECF Doc. 73]. Attached as Schedule 1 to Exhibit C to such notice was a list of contracts "potentially" to be designated as an assumed and assigned contract in the Asset Purchase Agreement ("APA"), along with corresponding cure amounts. The Agreement was listed on the potential list of contracts to be designated as assumed and assigned. A copy of the relevant pages from the Notice of Approved Forms are attached to the Walsh Dec. as **Exhibit C**.

14. On April 23, 2025, the debtor ENGlobal filed *Schedule G Non-Individual-Executory Contracts and Unexpired Leases for ENGlobal U.S., Inc*. [ECF Doc. 107]. The Agreement was listed as an executory contract on Schedule G. A copy of the relevant pages from Schedule G are attached to the Walsh Dec. as **Exhibit D**.

15. On April 25, 2025, this Court entered the *Order (I) Approving Asset Purchase Agreement and Authorizing the Sale of the Debtors' Assets Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (IV) Granting Related Relief*. [ECF Doc. 118].

16. Exhibit B to the APA was labeled *Executory Contracts Buyer Agrees to Assume* and specified that such list was "[t]o come following the date of this Agreement pursuant to Section 2.5(c)." Attached as Schedule 2.5(b) to Exhibit B was a list of executory contracts to potentially be included on such forthcoming Exhibit B list. Notably, the Agreement was listed on this schedule as an executory contract. A copy of Schedule 2.5(b) to Exhibit B of the APA is attached to the Walsh Dec. as **Exhibit E**.

17. Pursuant to Section 2.5(c), the APA states in relevant part:

> Ten Business Days after the date of this Agreement, and subject to Buyer's rights under Section 2.5(d) below to subsequently amend such designations, Buyer shall deliver to Seller (i) an **Exhibit B**, prepared by Buyer at its sole discretion, which schedule shall set forth the Executory Contract Buyer agrees to assume as Assigned Contracts at the Closing, and (ii) a Schedule 2.5(c), to be prepared by Buyer at its sole discretion, which shall be a schedule of the Executory Contracts that Buyer declines to assume as Excluded Contracts.

A copy of Section 2.5(c) of the APA is attached to the Walsh Dec. as **Exhibit F**. It does not appear from the Court's docket that Gulf Island delivered any such list of assumed executory contracts. A copy of the relevant pages from this Court's docket are attached to the Walsh Dec. as **Exhibit G**.

18. At this point, American Bank was under the impression that the Agreement was being assumed and assigned as part of the sale process.

19. By Order dated June 13, 2025, the Debtors' Plan was confirmed. [ECF Doc. 156].

20. The sale of the majority of the Debtors' assets to Gulf Island occurred and became effective as of June 16, 2025. *See Notice of Closing of Sale*. [ECF Doc. 165].

21. After being informed by American Bank that it was not being paid under the Agreement, counsel for American Bank reached out to counsel for Gulf Island regarding the status of the Agreement. After nearly a month of following up in an attempt to obtain clarity, Gulf Island's counsel responded with e-mail correspondence dated August 1, 2025. A copy of the e-

mail correspondence from Gulf Island dated August 1, 2025 is attached to the Walsh Dec. as **Exhibit H**.

22. In the e-mail, Gulf Island's counsel states, among other things, that "yes, the Equipment Finance Agreement (the "EFA") with American Bank, N.A. ("American Bank") was assumed on June 16, 2025 as part of the transaction approved in [this bankruptcy proceeding]." *See* **Exhibit H**. Despite this statement and the fact that Gulf Island had not made any payments on the Agreement nor evidenced any intent to do so, the correspondence goes on to state that "we do not believe that American Bank has any right to pursue Gulf Island" and American Bank "has waived its right to now object to the treatment of its claim pursuant to the confirmed Plan." *Id*.

23. On August 5, 2025, undersigned counsel received further assurance from Gulf Island's counsel that the Agreement had been assumed: "As mentioned below, the EFA was assumed on June 16, 2025. I will reach out to our client regarding post-assumption next steps and what may be the issue." A copy of the e-mail correspondence from Gulf Island dated August 5, 2025 is attached to the Walsh Dec. as **Exhibit I**.

24. After multiple attempts to follow-up on the August 5 correspondence, Gulf Island's counsel responded on August 25, 2025, and took a completely different legal position regarding the Agreement. Gulf Island asserted that the Agreement had not been assumed, but instead that the Equipment had been purchased free and clear of any liens pursuant to section 363 of the Code. A copy of the e-mail correspondence from Gulf Island dated August 25, 2025 is attached to the Walsh Dec. as **Exhibit J**.

25. Thereafter, undersigned counsel contacted Debtors' counsel regarding the Debtors' position with respect to the Agreement. Debtors' counsel noted the *Notice of Assumed Contracts*

and Rejected Contracts dated June 20, 2025 (the "Notice of Assumed/Rejected Contracts") [ECF Doc. 166], which specifies that:

> In accordance with Article VI of the Plan, and except as otherwise expressly provided in the Plan or Confirmation Order, **all other Executory Contracts or Unexpired Leases** that existed between the Debtors and any other Person or Entity that have not previously been assumed or rejected by the Debtors pursuant to the Sale Order, Confirmation Order or any other Final Order of the Court are deemed **rejected as of the Effective Date.** (emphasis added).

The Agreement is not listed in the Notice of Assumed/Rejected Contracts. A copy of the Notice of Assumed/Rejected Contracts is attached to the Walsh Dec. as **Exhibit K**. As such, the Agreement appears to have been deemed rejected.

26. There is currently a discrepancy between the positions of Gulf Island and the Debtors regarding the Agreement, with the former asserting that the Agreement was purchased while the latter asserts that the Agreement was rejected.

27. Gulf Island has continuously possessed and used the Equipment since the closing of the Debtors' asset sale.

LEGAL ARGUMENT

A. The Agreement Was Not Purchased Pursuant to Code Section 363

i. A Buyer Cannot Purchase an Agreement Listed as an Executory Contract Pursuant to Section 363

28. The Agreement was listed as an executory contract to be assumed or rejected on the debtor ENGlobal Schedule G. See Walsh Dec, Exh. D.

29. Code section 365 "is the exclusive means of effectuating assumption and assignment of executory contracts in bankruptcy." In re MPF Holding U.S. LLC, 495 B.R. 303, 319 (Bankr. S.D. Tex. 2013). In In re MPF Holding U.S. LLC, the trustee argued that Code section 363 instead applied to a contract in order to avoid the contract assumption defense to a preference

action, but the court there noted the lack of any caselaw "addressing circumstances in which an executory contract in bankruptcy was dealt with other than pursuant to section 365." Id.

30. Similarly, in Matter of Provider Meds, L.L.C., 907 F.3d 845 (5th Cir. 2018), a purchaser of the debtors' assets argued that it had acquired the debtors' rights under license agreements. The court there instead held that the license agreements were executory contracts that had been rejected and thus could not be sold and that "[i]n any event, we cannot approve of the use of a 'sale' under section 363 to avoid the requirement that an executory contract be assumed and assigned under section 365." Provider Meds 907 F.3d at 858.

31. So too here, Gulf Island cannot claim that the Agreement was purchased under a sale pursuant to Code section 363 because, since the Agreement was scheduled as an executory contract on Schedule G, the exclusive procedure for treatment of the Agreement is assumption or rejection under Code section 365. Just as the courts in MPF Holding and Prover Meds rejected attempts to circumvent the results of proper application of Code section 365 by claiming application of Code section 363, this Court should reject Gulf Island's attempt to circumvent payments to American Bank by claiming that the Agreement was purchased pursuant to Code section 363. Instead, the Agreement must have been either assumed or rejected.

ii. Even If a Purchase of an Executory Contract Through 363 Was Lawful, the Agreement Was Not Purchased Here

32. It is evident from the face of the APA that even if a purchase of an executory contract was possible, that did not occur.

33. As set forth above, Exhibit B to the APA was labeled *Executory Contracts Buyer Agrees to Assume* and stated that such list was "To come following the date of this Agreement pursuant to Section 2.5(c)." Schedule 2.5(b) to Exhibit B was labeled "Executory Contracts," and it listed the Agreement. Gulf Island cannot now claim that the Agreement was purchased, as

opposed to assumed or rejected through the APA, when the document itself specifies that it was an executory contract to (potentially) be assumed.

34. Moreover, Article 2 of the APA specifies the assets subject to the purchase, and does not include the Agreement. Section 2.1(b) describes the "Acquired Assets" and includes:

(i) Assets used in connection with the automation business;

(ii) Outstanding equity interests in ENGlobal Government Services, Inc.;

(iii) Assets used in connection with the engineering business;

(iv) Intellectual property rights, marketing materials, and business procedures; and

(v) TPP Assets, defined earlier in the APA with a list of equipment.

None of these provisions encompass the Agreement. Section 2.5 goes on to detail assigned contracts and refers to Schedule 2.5(b) which, to reiterate, initially listed the Agreement.

35. American Bank notes that it is the only creditor to receive this unusual treatment: there were numerous contracts assumed as part of the sale herein, and Gulf Island is not claiming to have purchased any of the others, nor are any contracts listed in the "Acquired Assets" section of the APA. It seems quite unlikely that the intention of the APA was to purchase the Agreement considering the facts that no other contract was purchased, there are no provisions specifically carving out the Agreement as an exception, and the Agreement was, to reiterate, listed as potentially *assumed*. Moreover, as previously indicated, the Debtors assert the Agreement was deemed rejected.

B. To the Extent the Agreement Was Assumed, Gulf Island Must Make the Payments on the Contract to American Bank

36. Because Code section 365 governs treatment of the Agreement in this proceeding, Gulf Island must comply with that statute. It is a basic concept that parties of an assumed contract must continue to perform on the agreement:

> An assumed lease or contract will remain in effect through and then after the completion of the reorganization. The non-debtor party to the agreement is not released from its duties and must continue to perform; likewise, the debtor must continue to perform or pay for the services or other costs that are not discharged.

In re Nat'l Gypsum Co., 208 F.3d 498, 505 (5th Cir. 2000).

37. Furthermore, "an executory contract may not be assumed in part and rejected in part. Where the debtor assumes an executory contract, it must assume the entire contract, *cum onere* - the debtor accepts both the obligations and the benefits of the executory contract." Id. at 506 (citations omitted).

38. As such, to the extent the Agreement was assumed, Gulf Island has a clear obligation to make payments on the contract. Any assumption would entail an assumption of the entire agreement, Gulf Island may not pick and choose parts of the Agreement to assume (i.e., take possession of the collateral without making payments on the contract). American Bank has not received any such payments despite Gulf Island currently possessing and using the Equipment.

39. Moreover, pursuant to Code section 365(b)(1), assumption of an executory contract requires payment for post-petition default on the agreement. Since Gulf Island has been possessing and using the Equipment post-closing, it should be compelled to pay post-petition payments for such use if the Agreement has been assumed.

C. To the Extent the Agreement Was Rejected, Gulf Island Must Make the Equipment Available to American Bank and Should Be Compelled to Pay For the Use of the Equipment Since the Date of Rejection

40. Just as with assumption, rejection of a contract must be a rejection of the entire agreement. Id. A debtor cannot use Code section 365 to create a better deal than it originally bargained for by retaining the beneficial aspects of a contract and rejecting the burdensome aspects of it. See Matter of Thornhill Bros. Fitness, L.L.C., 85 F.4th 321, 325-26 (5th Cir. 2023).

41. Rejection of an executory contract constitutes breach of such contract. 11 U.S.C. 365(g). "[U]nder Section 365, a debtor's rejection of an executory contract in bankruptcy has the same effect as a breach outside bankruptcy. Such an act cannot rescind rights that the contract previously granted." Mission Prod. Holdings, Inc. v. Tempnology, LLC, 587 U.S. 370, 387, 139 S. Ct. 1652, 203 L. Ed. 2d 876 (2019).

42. Section 5 of the Agreement specifies that "if an Event of Default has occurred and is continuing, [American Bank] may, in [their] sole discretion…(b) require [the Debtor] to deliver possession of the Equipment." See Walsh Dec, Exh. A.

43. Hence, if the Agreement has been rejected, American Bank has the right to pursue recovery of the Equipment since rejection constitutes a breach which entitles American Bank to the breach remedies of the Agreement. Gulf Island cannot reject the Agreement while retaining the Equipment and thereby retain the beneficial aspects of a contract while rejecting the burdensome aspects.

44. Additionally, since Gulf Island thus has not had the right to possession of the Equipment since June 20, 2025, when the Agreement was deemed rejected by the *Notice of Assumed/Rejected Contracts* [ECF Doc. 166], Gulf Island should be compelled to compensate American Bank for its use of the Equipment from that date to the present.

D. Alternatively, if the Court Determines that the Agreement Was Purchased Pursuant to Section 363, American Bank Must be Paid From the Sale Proceeds

45. For the reasons discussed in Section A of this Motion, American Bank is of the position that the Agreement could not have been and was not legally purchased. But even if the Court finds otherwise, American Bank has not been paid the proceeds of such a sale that it would be legally entitled to.

46. American Bank has a first-priority lien on the Equipment pursuant to the Agreement and filed UCC-1 financing statement. The lien extends to the proceeds of the Equipment pursuant to Section 6 of the Agreement. See Walsh Dec, Exh. A.

47. Pursuant to Code section 552(b)(1), pre-petition security interests extend to proceeds acquired by the bankruptcy estate post-petition through the sale of the given collateral. "In other words, 'if a pre-petition security interest encumbers collateral and its proceeds, any proceeds of that pre-petition collateral remain subject to the security interest even if they are received post-petition.'" In re Endresen, 548 B.R. 258, 268 (B.A.P. 9th Cir. 2016) (quoting Arkison v. Frontier Asset Mgmt., LLC (In re Skagit Pac. Corp.), 316 B.R. 330, 335 (9th Cir. BAP 2004) and holding that settlement proceeds constituted such proceeds subject to lien).

48. Hence, if the Equipment was sold, American Bank's lien attached to the sale proceeds and American Bank is owed the full value of its lien from the proceeds. To date, American Bank has not received any compensation for the alleged "sale."

CONCLUSION

For the reasons stated above, American Bank is entitled to immediately recover the Equipment and be compensated for its use by Gulf Island since the Agreement was rejected. An executory contract cannot be bought, but if it was then American Bank is owed the proceeds of such sale up to the value of its lien.

Dated: October 29, 2025

/s/ Thomas M. Walsh
Thomas M. Walsh (NJ Bar No. 041332000)
(admitted *pro hac vice*)
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: ENGLOBAL CORPORATION, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-90083 Jointly Administered

DECLARATION OF THOMAS WALSH, ESQ. IN SUPPORT OF AMERICAN BANK, N.A.'S MOTION TO COMPEL COMPLIANCE WITH THE SALE MOTION, ASSET PURCHASE AGREEMENT, PLAN OF REORGANIZATION, AND RELATED PLEADINGS FILED BY GULF ISLAND FABRICATION, INC. AND/OR THE DEBTORS BY IMMEDIATELY RETURNING AND/OR COMPENSATING AMERICAN BANK, N.A. FOR ITS EQUIPMENT

I, Thomas Walsh, declare pursuant to 28 U.S.C. § 1746, under penalty of perjury that:

1. I am an attorney at law duly licensed in the State of New Jersey and a member of Chiesa Shahinian & Giantomasi PC, attorneys for creditor and party-in-interest American Bank, N.A. ("American Bank").

2. I submit this declaration in support of American Bank's *Motion to Compel Compliance With the Sale Motion, Asset Purchase Agreement, Plan of Reorganization, and Related Pleadings Filed by Gulf Island Fabrication, Inc. and/or the Debtors By Immediately Returning and/or Compensating American Bank for its Equipment* (the "Motion").

3. Attached hereto as **Exhibit "A"** is a true and correct copy of the Agreement.[2]

[1] The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: ENGlobal Corporation (2261); ENGlobal U.S., Inc. (0616); ENGlobal Government Services, Inc. (0196); and ENGlobal Technologies LLC (1664). The debtors' service address is: 11740 Katy Fwy., Ste. 350, Houston, Texas 77079.

[2] Unless expressly defined otherwise, this Declaration incorporates by reference the definitions of capitalized terms set forth in the Motion.

4. Attached hereto as **Exhibit "B"** is a true and correct copy of the UCC-1 financing statement filed by American Bank in connection with the Agreement.

5. Attached hereto as **Exhibit "C"** are the relevant pages of the Debtors' Notice of Approved Forms [ECF Doc. 73].

6. Attached hereto as **Exhibit "D"** are relevant pages of debtor ENGlobal filed Schedule G.

7. Attached hereto as **Exhibit "E"** is a true and correct copy of Schedule 2.5(b) to Exhibit B of the APA.

8. Attached hereto as **Exhibit "F"** is a true and correct copy of Section 2.5(c) of the APA.

9. Attached hereto as **Exhibit "G"** is a true and correct copy of relevant pages from the docket of the above-captioned proceeding.

10. Attached hereto as **Exhibit "H"** is a true and correct copy of e-mail correspondence from Gulf Island dated August 1, 2025.

11. Attached hereto as **Exhibit "I"** is a true and correct copy of e-mail correspondence from Gulf Island dated August 5, 2025.

12. Attached hereto as **Exhibit "J"** is a true and correct copy of e-mail correspondence from Gulf Island dated August 25, 2025.

13. Attached hereto as **Exhibit "K"** is a true and correct copy of the Notice of Assumed/Rejected Contracts.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: October 29, 2025

/s/ Thomas M. Walsh
THOMAS WALSH

EXHIBIT "A"

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THIS IS A COPY
This is a copy view of the Authoritative Copy held by the designated custodian

AmericanBank
Equipment Finance

Equipment Finance Agreement

Contract # 25990

This Equipment Finance Agreement (the "Agreement") has been written in "Plain English". When we use the words you or your in this Agreement we mean you, the Customer, as shown below. When we use the words we, us and our in this Agreement, we mean American Bank, N.A., the Lender. DO NOT SIGN IF YOU DO NOT UNDERSTAND YOUR OBLIGATIONS OR LIABILITIES UNDER THIS Agreement.

CUSTOMER INFORMATION:		
Customer Name: ENGlobal U.S., Inc.		
Type of Business: Corporation		
Mailing Address: 11740 Katy Fwy., Suite 1100, Houston, TX 77079		
Equipment Address: 221 Portwall St Suite 100, Houston, TX 77029		
Phone: (281) 878-1091	Phone 2:	Email: roger.westerlind@englobal.com

DESCRIPTION OF EQUIPMENT:	**See Attached PREFUNDING ADDENDUM attached hereto and made part of this Agreement.**
Total Amount Advanced:	**$175,180.98**
Total Number of Monthly Payments:	60
Monthly Payment:	$3,614.33 (Plus Any Applicable Tax)
Advance Payment(s):	2 @ $3,614.33

TERMS & CONDITIONS OF CONTRACT # 25990

1. In order for you to purchase the equipment described above (referred to herein together with upgrades, attachments, additions, accessions and replacements, as the "Equipment") we will advance to you, directly or by payment to the vendor of the Equipment (the "Vendor"), the equipment cost ("Equipment Cost"). You will pay installation and delivery costs if not included in Equipment Cost. The advance, whether made in one or more installments is subject to your acceptance of the Equipment in a manner acceptable to us and to the terms and conditions stated herein and in any and all Exhibits and addenda hereto. You unconditionally promise to pay the Amount Advanced to us or our successors or assigns, with interest, by paying to us the payments ("Payments") in the amount and for the number of consecutive months set forth above along with all other amounts required under the terms of this Agreement. Payments consist of principal and interest. The Due Date of your Payments is set out above as the 1st or 15th of each month during the term. If you accept the Equipment on a day other than the 1st or 15th of a month your first Payment will include an additional amount equal to 1/30 of a monthly Payment for each day from and including the Acceptance Date to but not including the Due Date for your first Payment. You will pay all remaining amounts due hereunder with the final monthly Payment. You agree to allow us to adjust the Payment amount above and the Amount Advanced if the final Equipment Cost varies from the amount the Payment was based upon. You represent and warrant that the Equipment Cost (i) if paid to the Vendor, does not include any amount refunded to you or applied by the Vendor to amounts you owe other than the purchase price of the Equipment unless disclosed to us in writing, or (ii) if paid to you, is bona fide reimbursement for your payments to the Vendor with respect to the Equipment. YOU MAY NOT PREPAY ANY PAYMENT OR OTHER AMOUNT, except with our prior written consent. All amounts due hereunder are payable at our office or such other place as we designate without invoice or demand. The term of this Agreement (the "Term") shall commence on the date this Agreement is accepted in writing by us and, provided you have successfully performed all of your duties and obligations hereunder, the Term shall end after you have paid the total number of Payments in accordance with the terms hereof. If this Agreement is not funded other than due to our wrongful action you agree that we may, at our option, retain the Security Deposit as liquidated damages. **YOUR OBLIGATION TO PAY THE PAYMENTS AND OTHER AMOUNTS DUE UNDER THIS AGREEMENT IS ABSOLUTE AND UNCONDITIONAL AND SHALL CONTINUE IN FULL FORCE AND EFFECT REGARDLESS OF ANY DEFECT IN THE EQUIPMENT, ANY INABILITY TO USE THE EQUIPMENT OR ANY OTHER CIRCUMSTANCE WHATSOEVER AND IS NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM.** If we do not receive your Payment by its Due Date, there will be a late fee equal to 5% of the late amount and charged 10 days after the due date (or, if less, the maximum amount allowable under applicable law). If a payment is returned by your bank there will be a $30.00 insufficient funds fee.

2. **If you have elected to finance the required Security Deposit it will be part of the "Amount Advanced" set out on page one.** You agree that the Security Deposit we hold will not bear interest and that we may commingle it with other funds. You also agree that we may apply the Security Deposit to any amount owed to us, and should we do so, you agree to restore the Security Deposit to its original amount. At the end of the Term, you may receive a refund of the Security Deposit. You may request the return of the Security Deposit only after all of your obligations under this Agreement have been met in full.

3. **You alone selected the Vendor and the Equipment. We are not affiliated with, or principal or agent of the Vendor and the Vendor is not allowed to waive or modify any term of this Agreement. This Agreement cannot be canceled by you for any reason, even if the Equipment fails or is damaged and it is not your fault. YOU ACCEPT THE EQUIPMENT "AS IS". WE MAKE NO (AND HEREBY DISCLAIM ANY AND ALL) EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You shall settle any dispute regarding the Equipment's performance directly with the Vendor or any other responsible third party. Any software that is part of the Equipment will be licensed to you by the owner. You assign to us as security any rights you may have under any license, but we assume none of your obligations.

Initial

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4.	You are responsible for all servicing of the Equipment. You agree, at your expense, to use, maintain and keep the Equipment: (a) in good operating order in the manner for which it was designed and intended; (b) SOLELY FOR YOUR BUSINESS PURPOSE, BY YOUR BUSINESS ALONE, and not for farming, consumer, personal, family or household purposes; (c) in accordance with manufacturer's recommendations; and (d) in compliance with all applicable laws, regulations and insurance requirements. We may inspect the Equipment (and all maintenance records, repair orders, license plates, registration certificates, titles and all similar documentation) any time during normal business hours. Without limiting the foregoing, with respect to any car, pickup truck, bus, trailer, tractor/car carrier and other motor vehicle financed hereunder (each a "Vehicle"), you agree to use and maintain the Vehicle in such a manner that: (i) all tires on are the same type and manufacturer (i.e. matched) and have even tread wear; (ii) no wheels are cracked; (iii) the transmission and rear axle shall meet manufacturer's minimum operational specifications while under full load as determined by standard testing procedures; (iv) no cracked or damaged drums are present; (v) all operating components must meet applicable motor vehicle inspection standards and be able to perform their functions as originally intended; (vi) all doors are fully functional with seals and weather-stripping undamaged and interiors and exterior surfaces are clean of all refuse, spills or foreign material and free of any environmentally hazardous material; (vii) all cross members are straight and all flooring is level and meets "trade condition" for return; (viii) no rusted areas are present; (ix) no windshield glass has any pits, chips, scratches, or cracks over one inch long or which hamper driver's vision; (x) no other glass is cracked or broken; (xi) no bumpers have dents or scratches over two inches long; (xii) there are no broken grills, seats, seat backs, headliners, door panels or dashboards; (xiii) no carpeting or floor or seat coverings are torn, burned, damaged or excessively worn; and (xiv) all mechanical and electrical Equipment, including radios, heaters, air conditioners and refrigeration units, is in proper operating condition. YOU WILL NOT USE THE EQUIPMENT TO HAUL, STORE OR OTHERWISE BE EXPOSED TO ENVIRONMENTALLY HAZARDOUS MATERIALS WITHOUT OUR PRIOR WRITTEN CONSENT AND WE MAY REQUIRE ADDITIONAL INSURANCE COVERAGE AND/OR LICENSING AS A CONDITION TO GRANTING SUCH CONSENT. As to all other Equipment, maintenance shall be at least as good as for other Equipment owned, leased or otherwise operated by you and shall at all times maintain the highest possible value and utility of such Equipment, allowing it be used for its original intended purpose. You will not modify or alter any Equipment without our prior written consent excepting regular maintenance or as expressly required herein. You will keep and use the Equipment only at your address given above and shall not remove the Equipment from such location or if the Equipment is a Vehicle or other mobile Equipment you shall return it to said address on a routine basis. You agree that we, or our agent, may install a GPS location monitoring device on any Equipment in our sole discretion. If we place such device on the Equipment you will not remove, disable or damage any GPS location monitoring device or allow any person to do so. You must keep the Equipment free and clear of any and all liens, encumbrances, mortgages, security interests, pledges, charges or claims ("Liens") other than a Lien created under this Agreement and will promptly, at your sole cost and expense, take such action as may be necessary or appropriate to discharge any such Lien. You agree to promptly notify us in writing of any loss or damage to the Equipment. If we determine that any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, you shall, at our option, (a) replace the same with like equipment in good repair, acceptable to us or (b) pay to us in cash all amounts due by you to us under this Agreement including all principal, accrued interest and other costs and fees due hereunder. Upon our receipt of payment as set forth in the immediately preceding sentence, we shall release our Lien on the applicable Equipment.
5.	It shall be an "Event of Default" if: you fail to pay any Payment or other amount hereunder when due; you fail to perform any other term of this Agreement or any other loan, lease or other agreement with us; you or any guarantor of your obligations dies, becomes insolvent, files for or is the subject of a proceeding in bankruptcy, reorganization or any similar law or breaches or repudiates this Agreement or any guaranty; if you are found to have made untrue representations; your primary business, ownership or management changes, or you default on contracts with other persons, suffer a significant adverse change in your business or financial condition or otherwise give us good reason to believe you will be unable to perform this Agreement. You agree that if an Event of Default has occurred and is continuing, we may, in our sole discretion, do any or all of the following, each of which shall be construed as cumulative, and no one of them as exclusive of the others: (a) file a lawsuit against you or otherwise proceed by appropriate court action or actions to collect the balance due under this agreement or otherwise enforce the terms of this Agreement; (b) require you to deliver possession of the Equipment to us and you shall remain liable as herein provided; (c) take possession of any or all of the Equipment wherever situated, and for such purpose, enter upon any premises without liability for so doing; (d) sell, dispose of, hold, use or lease the Equipment; (e) declare to be due and payable all principal and accrued interest and other costs and expenses plus interest on said accelerated balance at a rate equal to one and one half percent (1.5%) per month; (f) directly debit your bank account(s); and (g) exercise any other right, remedy, election or recourse provided for in this Agreement or which is available to us in law or equity. You acknowledge that an Event of Default under any agreement to borrow money or lease personal property shall constitute an Event of Default hereunder and an Event of Default hereunder shall be an Event of Default under any other agreement you have with us.
6.	You will own and have title to the Equipment. As security for your obligations under this Agreement and any other indebtedness or other obligation to us you hereby grant us a first priority security interest in the Equipment, all chattel paper, general intangibles and security deposits relating thereto and proceeds of all of the foregoing. You are responsible to provide proof that you have submitted certificates of title to a titling agency for any Vehicle to us within thirty (30) days from the commencement of this agreement at your expense with us listed as lienholder. You hereby authorize us to file UCC financing statements as we deem necessary or desirable to protect our interest, and we may charge you a fee to cover documentation and other costs. You represent and warrant that no other person has or may claim a security interest in the Equipment or any other collateral for your obligations to us. The Amount Financed does not necessarily represent the value or cost of the Equipment and is not net of any incentives or fees that we may receive from the Vendor or other third parties. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected under applicable law. If any Payment or other payment hereunder is deeded to contain excess interest or comparable charges, such excess amounts will be applied towards principal amounts owed under this Agreement in inverse order to maturity, and any remaining excess will be refunded to you.
7.	You must file all returns and pay or pay us for and indemnify us against for all sales, use, property and other taxes and administrative charges relating to the ownership, purchase or use of the Equipment including licensing and registration fees, (Federal) Heavy Vehicle Use Taxes, and operating permits and tolls, including penalties and interest. These obligations to pay and indemnify shall continue even after this Agreement has ended.

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8.	You accept all risks of loss and damage to the Equipment. You shall: (a) keep the Equipment insured against all risks in amounts specified by us from time-to-time but in no event less than the greater of replacement value (special form replacement insurance) or the total of all Payments owed by you under this Agreement; and (b) at all times carry commercial liability insurance in amounts satisfactory to us. All insurance shall be in form and with insurance companies satisfactory to us and we must be named lender loss payee on all such insurance policies. All such insurance policies shall provide for the giving of thirty (30) days' notice to us prior to any material alteration or cancellation thereof. You hereby appoint us as your attorney in fact to make claim for, receive payment of, and do all acts necessary to collect the proceeds of such insurance. You shall provide us with acceptable certificates or other evidence of insurance that we request. If you do not provide us with satisfactory proof of insurance within thirty (30) days from commencement of this agreement, you will be charged a nonrefundable fee of half percent (0.5%) of the amount financed charged per month on your payment due date until we receive said proof. **This fee represents a change in rate that provides additional profit for us and is not calculated based on actual risk or administrative cost. We do not sell insurance and we do not provide you any insurance benefits.** We are not obligated to provide you any additional warning or information but may do so in our discretion.
9.	You may not sell, transfer, assign, lease, rent or otherwise transfer possession of any Equipment or any rights, title or interests in the Equipment or this Agreement to anyone. We may sell or transfer our interests to another person or company, who will then have all of our rights but none of our obligations. The rights we pass on and the new person or company will not be subject to any defenses, claims or set-offs you may assert against us. You agree that the Equipment shall remain personal property and not a fixture even if it is affixed to real property.
10.	You agree to defend, indemnify and hold us (and our officers, directors, employees, agents, and members, servants and any successors and assigns) harmless from and against: (a) all claims, demands, suits and legal proceedings arising out of or related to this Agreement or any Equipment, including: (i) the actual or alleged manufacture, purchase, financing, ownership, delivery, rejection, non-delivery, possession, use, transportation, storage, operation, maintenance, repair, return or disposition of the Equipment; (ii) patent, trademark or copyright infringement; or (iii) any alleged or actual default by you ("Actions"); and (b) any and all penalties, losses, liabilities (including the liability of you or us for negligence, tort and strict liability), damages, costs, court costs and any and all other expenses (including attorneys' fees, judgments and amounts paid in settlement), incurred incident to, arising out of, or in any way connected with any Actions, this Agreement or any Equipment. This indemnity shall continue even after this Agreement has ended.
11.	If any of the Equipment is subject to a certificate of title you hereby constitute and appoint us, or any officer, employee or designee of us, as your true and lawful attorney to sign in your name, place and stead, any Certificates of Ownership or applications issued by the Division of Motor Vehicles in the State covering the Vehicle described above in whatever manner necessary to transfer any registration of said Vehicle as we may deem fit and proper hereby ratifying and confirming whatever action we shall or may take by virtue hereof. If we send the application for the certificate of title to the appropriate governmental authority for processing, we will collect from you, either through Payments or otherwise, a processing charge that will be based on our good faith estimate of the amount payable to the governmental authority. In the event that the actual amount charged by the governmental authority is less that the amount we collect we may retain such excess as profit. In the event the actual amount charged by the government authority is more than the amount we collect, we reserve the right to have the difference reimbursed to us from the Customer.
12.	THIS AGREEMENT SHALL BE INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, OR THOSE OF OUR ASSIGNS, APPLIED WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. YOU AGREE THAT ANY ACTION OR PROCEEDING INVOLVING THIS AGREEMENT MAY BE MAINTAINED IN THE STATE OR FEDERAL COURTS IN NUECES COUNTY, TEXAS OR THE VENUE OF OUR ASSIGNS AND YOU CONSENT TO JURISDICTION THERE AND WAIVE ANY CLAIM OF INCONVENIENT VENUE. **YOU WAIVE ANY RIGHT TO TRIAL BY JURY. YOU HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH YOU AND THE LENDER MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS EQUIPMENT FINANCE AGREEMENT. YOU HEREBY AUTHORIZE US TO FILE THIS PROVISION WITH THE CLERK OR JUDGE OF ANY COURT HEARING SUCH CLAIM. IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS EQUIPMENT FINANCE AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY YOU AND YOU HEREBY ACKNOWLEDGE THAT NO REPRESENTATION OF FACT OR OPINION HAS BEEN MADE BY US TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. YOU FURTHER ACKNOWLEDGE THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS EQUIPMENT FINANCE AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF YOUR OWN FREE WILL, AND THAT YOU HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL, OR HAVE VOLUNTARILY WAIVED SUCH RIGHT.** INITIALS OF CUSTOMER: DS _____ You agree to pay our reasonable attorney's fees and costs incurred in connection therewith or otherwise resulting from Customer's default (inclusive of attorneys' fees, fees of collection agencies, and other costs incurred in the collection of the balance due), if we use an attorney to enforce our rights under this Agreement (whether or not in court). Any notice we give you will be deemed received on the day it is sent by e-mail or facsimile and otherwise 24 hours after the date posted or sent by courier. If any provision of this agreement is invalid, the remainder of this agreement shall remain in effect. Although you may not assign this agreement, it is binding on your heirs, successors and assigns and is to the benefit of our successors and assigns. You acknowledge that you have had an opportunity to review this agreement with counsel of your choice and it will not be interpreted against us because we drafted it. This agreement contains the entire agreement of the parties (THERE ARE NO ORAL AGREEMENTS REGARDING THE EQUIPMENT) and may be not supplemented, amended or varied in any way except in a writing signed by the party agreeing to such change. You acknowledge that we are not a "merchant" under the UCC with respect to the Equipment financed under this Agreement. You authorize us to communicate with you through electronic means, including text messages to your mobile telephone or other wireless device, which you recognize may result in your incurring fees from your service provider. We are not obligated to communicate with you in this manner and you may not give any notice to us electronically.

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You agree that your faxed or other electronic signature on this Agreement and all related documents will be considered as good as your original signature and admissible in court as conclusive evidence of your agreements. You agree that this Agreement containing our original signature and marked "Original" by us shall be the sole "record" constituting the chattel paper original for purposes of perfection under the Uniform Commercial Code ("UCC") and all other counterparts are deemed copies. The electronic counterpart of this Agreement stored under our control shall be the authoritative copy under U.C.C. 9-105. To the extent this Agreement is electronic chattel paper, no security interest may be created or perfected and no assignment effective except through control of such authoritative copy.

The undersigned warrants on behalf of the Customer that he/she is an officer, member or general partner of the Customer and is duly authorized to sign and bind the Customer to the terms of this Agreement and other documents related to this Agreement, and the Customer is duly incorporated or organized, validly existing and in good standing under the laws of the state where incorporated or organized.

ACCEPTANCE OF THE EQUIPMENT FINANCE AGREEMENT
This is a binding contract. It cannot be cancelled. Read all pages carefully before signing and consult a lawyer if you have any questions. You may request a copy of this Agreement in 10-point type or larger before signing. DO NOT SIGN IF YOU DO NOT UNDERSTAND YOUR OBLIGATIONS OR LIABILITIES UNDER THIS AGREEMENT.

Lender: American Bank, N.A.	**Customer:** ENGLOBAL U.S., INC.
X DocuSigned by: 15C0A35237C9410...	**X** DocuSigned by: 97487FAA11C049B...
Printed Name: Tim Kesselem	**Printed Name:** Roger Goran Erik Westerlind
Title: Chief Operations Officer	**Title:** President
Date: 3/10/2023	**Date:** 3/10/2023

PERSONAL GUARANTY
Contract # **25990**
Read carefully before signing and consult a lawyer if you have any questions.

I HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE ALL AMOUNTS OWED BY THE CUSTOMER UNDER THIS AGREEMENT, INCLUDING THE PREFUNDING ADDENDUM IF EXECUTED BY CUSTOMER. I AGREE THAT YOU MAY EXTEND, TRANSFER AND AMEND THIS AGREEMENT AND I AGREE TO BE BOUND BY ALL SUCH CHANGES. I WAIVE ALL NOTICES, INCLUDING NOTICES OF TRANSFER, DEMAND AND DEFAULT. I AGREE THE THAT YOU MAY PROCEED AGAINST ME SEPARATELY FROM THE CUSTOMER AND YOU ARE NOT REQUIRED TO PROCEED AGAINST THE CUSTOMER IN ORDER TO PROCEED AGAINST ME. I WAIVE ALL CLAIMS AGAINST THE CUSTOEMR UNTIL YOU ARE PAID IN FULL. I AUTHORIZE YOU OR YOUR DESIGNEE TO USE MY CONSUMER CREDIT REPORTS FROM TIME TO TIME IN YOUR CREDIT EVALUATION AND COLLECTION PROCESSES. I CONSENT TO SUIT IN THE FEDERAL OR STATE COURTS OF THE COUNTY OF NUECES, STATE OF TEXAS OR THAT OF YOUR ASSIGNS AND I WAIVE TRIAL BY JURY.

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AmericanBank
Equipment Finance

ADDENDUM NO. 1 TO
EQUIPMENT FINANCE AGREEMENT NO. 25990 **(THE "AGREEMENT")**

Section 8 of the Agreement is hereby amended by deleting everything after the sixth (6th) sentence of such Section and replacing it with the following:

"If you fail to timely provide such items to us, we may, but are not obligated to, obtain any or all insurance required by this Section 8. If we secure insurance in the form and amounts we deem reasonable: (i) you will reimburse the premium, which may be higher than a premium that you might pay if you obtained the insurance, (ii) the premium may include a profit to us and/or one of our affiliates through an investment in reinsurance or otherwise, and (iii) we will not name you as an insured party and your interests may not be protected. Any insurance proceeds received for the Equipment will be applied, at our option, to repair or replace the Equipment, or to the remaining payments due or that become due hereunder, discounted at three percent (3%) (or such greater amount that may be required by law)."

Except as so amended, the Agreement shall continue in full force and effect.

Entered into and dated the date of the Agreement

Lender: American Bank, N.A.	**Customer: ENGlobal U.S., Inc.**
X DocuSigned by: [redacted]	X DocuSigned by: [signature] 97487FAA11C049B...
Printed Name Tim Kesselem	**Printed Name:** Roger Goran Erik Westerlind
Title: Chief Operations Officer	**Title:** President
Date: 3/10/2023	**Date:** 3/10/2023

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AmericanBank
Equipment Finance

PREFUNDING ADDENDUM

Contract #: 25990
Customer: ENGlobal U.S., Inc.

VENDOR:	**Ironworker LLC**
Equipment Description:	**(1) 2023 Tommy Industrial® Model: TI1325-DAC310 Hydraulic Shear • (1) 2023 Tommy Industrial® Model: BP88-13 88 TON 13' Hydraulic Press Brake • (1) 2023 Tommy Industrial® Model: SNF3GA Sheet Metal Notcher • (1) 2023 Tommy Industrial® Model: G-33/45 Sheet Metal 330 MM Semi-Automatic Band Saw • (1) 2023 Tommy Industrial® Model: IWT-101 Sheet Metal 330 MM Semi-Automatic Band 101 Ton Double Cylinder Hydraulic Ironworker**
Amount Advanced:	**$175,180.98**
Total Amount Financed:	**$175,180.98**

**Note: For titled transactions, if the customer has elected to finance Sales Tax and/or Registration & Titling Fees, the Amount Financed shall equal the equipment cost plus Sales Tax and/or Registration & Titling Fees, as well as any Payoff to Lienholder(s), if applicable. For sale leaseback transactions the total amount financed shall be the Approval Amount.

AUTHORIZATION TO RELEASE FUNDS: By Signing below, you hereby authorize us to disburse the Equipment Cost or Approval Amount by check or electronic funds transfer, in said amount to payee(s) listed above. **See DELIVERY GUARANTEE and DISBURSEMENT AUTHORIZATION** for additional payees not listed above for financed Sales Tax and/or Registration & Titling Fees and/or Payoff to Lienholders(s), if applicable.

THE SECURED PARTY, AMERICAN BANK, N.A. HAS RECEIVED A REQUEST FROM THE CUSTOMER TO ADVANCE FUNDS TO THE VENDOR(S) PRIOR TO DELIVERY OF THE EQUIPMENT. AS ADEQUATE AND VALUABLE CONSIDERATION FOR AMERICAN BANK, N.A. AND/OR ASSIGNEES TO ADVANCE FUNDS TO THE VENDOR(S) THE CUSTOMER ACKNOWLEDGES IT WAIVES ANY RIGHT TO INSPECT THE EQUIPMENT PRIOR TO COMMENCEMENT OF ITS OBLIGATIONS UNDER THE AGREEMENT. THIS ADDENDUM IS INCORPORATED INTO AND A PART OF THE AGREEMENT. CUSTOMER UNCONDITIONALLY AGREES TO THE FOLLOWING:

Customer agrees to accept the equipment described on the Agreement at the Vendor's location of business. Customer acknowledges full responsibility for loss or damage to the equipment from the time of shipment from Vendor's location of business. The undersigned agrees to settle all claims, defenses, set-offs and counterclaims it may have with the Vendor of the goods and equipment directly with the Vendor and not against Secure Party, American Bank, N.A. Customer warrants to American Bank, N.A. that the equipment is merchantable and fit for the purpose for which it was selected. Customer makes this acceptance regardless of the working condition or installation of the equipment.

The Agreement will commence, and Customer will begin making payments on the date we specify to American Bank, N.A. regardless of the date of delivery, just as if the equipment had been accepted and delivered. Customer understands that failure by the Vendor to deliver any equipment is the sole responsibility of the customer and payments to American Bank, N.A. will not be withheld for any reason. By Signature below the undersigned specifically authorizes and requests Secure Party to make payment to the Vendor(s) of the equipment described in the Agreement. Customer agrees that equipment has not been delivered, installed, or accepted on a trial basis.

Customer's signature authorizes American Bank, N.A. to verify by phone with a representative of the Customer the equipment description and the schedule of payments. This information will be recorded on a Verification Certificate, a copy of which will be forwarded to the Customer after the Agreement has been completed and funds for the equipment have been advanced. This Acceptance and Authorization supersedes any other Delivery and Acceptance Authorization.

The advance of funds contemplated hereby is a loan to Customer payable on demand by American Bank, N.A. If, for any reason whatsoever, the equipment is not delivered to and accepted by Customer within 60 days from the funding date to American Bank, N.A.'s sole and absolute satisfaction, all obligations of Customer under the Agreement, including without limitation repayment of all amounts advanced hereunder, shall be immediately due and payable.

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CUSTOMER UNDERSTANDS AND AUTHORIZES THE CONDITIONS SET FORTH IN THIS AGREEMENT.

You, the Customer, agree that your faxed or other electronic signature will be considered as good as your original signature and admissible in court as conclusive evidence of your agreements. You agree that this Agreement containing our original signature and marked "Original" by us shall be the sole "record" constituting the chattel paper original for purposes of perfection under the Uniform Commercial Code ("UCC") and all other counterparts are deemed copies. The electronic counterpart of this Agreement stored under our control shall be the authoritative copy under U.C.C. 9-105. To the extent this Agreement is electronic chattel paper, no security interest may be created or perfected and no assignment effective except through control of such authoritative copy.

Customer: ENGlobal U.S., Inc.
X DocuSigned by: [signature] 07482FAA11C049B
Printed Name: Roger Goran Erik Westerlind
Title: President
Date: 3/10/2023

COPY VIEW

EXHIBIT "B"

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141

B. E-MAIL CONTACT AT FILER (optional)
uccfilingreturn@wolterskluwer.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address) 34070 - BlackRiver

Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

92297090
TXTX

File with: Secretary of State, TX

Lien Solutions
Representation of filing

This filing is Completed
File Number : 23-0015631647
File Date : 10-Apr-2023

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: ENGlobal U.S., Inc.

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
221 Portwall St Suite 100	Houston	TX	77029	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: American Bank, N.A.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
PO BOX 342573	AUSTIN	TX	78734	USA

4. COLLATERAL: This financing statement covers the following collateral:

2023
Tommy Industrial®
Model: TI1325-DAC310
Hydraulic Shear
2023
Tommy Industrial®
Model: BP88-13
88 TON 13' Hydraulic Press
Brake
2023
Tommy Industrial®
Model: SNF3GA
Sheet Metal Notcher
2023
Tommy Industrial®
Model: G-33/45
Sheet Metal 330 MM Semi-Automatic Band

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
92297090 25990

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

Prepared by Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
ENGlobal U.S., Inc.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

Saw
2023
Tommy Industrial®
Model: IWT-101
Sheet Metal 330 MM Semi-Automatic Band
101 Ton Double Cylinder
Hydraulic Ironworker
All equipment and other personal property, now or hereafter, the subject of that certain Agreement, relating to American Bank, N.A. dba ACG Equipment Finance, Contract # 25990 dated 3/10/2023, between the Secured Party and Debtor, together with all attachments, additions, accessories, substitutions, and replacements thereto,

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS: 92297090-TX-0 34070 - BlackRiver Business American Bank, N.A. File with: Secretary of State, TX 25990

Prepared by Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
ENGlobal U.S., Inc.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):
any and all insurance other proceeds of the foregoing.

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS: 92297090-TX-0 34070 - BlackRiver Business American Bank, N.A. File with: Secretary of State, TX 25990

Prepared by Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

EXHIBIT "C"

Exhibit C

Cure Notice

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

In re:	§	
	§	**Case No. 25-90083**
ENGLOBAL CORPORATION, *et al.*,	§	
	§	**Chapter 11**
Debtors.	§	
	§	**(Jointly Administered)**

NOTICE OF DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND ASSOCIATED CURE AMOUNTS

PLEASE TAKE NOTICE that on March 19, 2025, ENGlobal Corporation, *et al.*, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the Court their *Emergency Motion for (A) Entry of an Order (I) Approving Bidding Procedures; (II) Approving Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases; (III) Approving Stalking Horse Protections; (IV) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; and (V) Approving Form of Notice Thereof; (B) Entry of an Order After the Sale Hearing (I) Authorizing the Debtors to Sell Their Assets; and (II) Authorizing the Debtors to Assume and Assign Certain Executory Contracts and Unexpired Leases; and (C) Granting Related Relief* [ECF # 54] (the "Sale Motion").[1]

PLEASE TAKE FURTHER NOTICE that:

1. After the Bidding Procedures Hearing held on March 24, 2025, the Court entered the order [ECF # 62] (the "Bidding Procedures Order"), which among other things, (a) establishes bidding procedures (the "Bidding Procedures") that govern the manner in which the Assets of the Debtors are to be marketed and sold; and (b) establishes procedures for the assumption by the Debtors and assignment to a Successful Bidder of certain of the Debtor's executory contracts and unexpired leases pursuant to section 365 of the Bankruptcy Code (the "Assigned Contracts").

2. A hearing (the "Sale Hearing") shall be held before the Honorable Alfredo R. Pérez, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of Texas on **April 25, 2025 at 10:00 a.m. (prevailing Central Time)** by telephone and videoconference, or as soon thereafter as counsel may be heard. The Debtors shall appear virtually before the Court at the Sale Hearing and seek entry of an order: (a) authorizing the Sale of the designated Purchased Assets by the Debtors to the Successful Bidder; (b) authorizing the assumption and assignment of the Assigned Contracts; and (c) granting certain related relief.

3. The Debtors are parties to various executory contracts and unexpired leases which ***may be*** designated by the Successful Bidder as Assigned Contracts in connection with the Sale.

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sale Motion or Bidding Procedures Order, as applicable.

Pursuant to the Bidding Procedures Order, if such executory contracts or unexpired leases are designated by the Successful Bidder as Assigned Contracts in the applicable Asset Purchase Agreement, the Debtors intend to assume and assign the Assigned Contracts to the Successful Bidder upon the closing of the Sale.

4. You have been identified as a counterparty to an executory contract or unexpired lease that may potentially be designated as an Assigned Contract in an Asset Purchase Agreement to be executed by the Debtors and Successful Bidder. The executory contract or unexpired lease with respect to which you have been identified as a counterparty, and the corresponding proposed cure amount (the "Cure Amount") which the Debtors have identified, based on their books and records, as necessary to cure defaults and/or provide compensation or adequate assurance of compensation for defaults arising prior to the Petition Date are set forth on **Schedule 1** annexed hereto.

5. The Debtors believe that any and all defaults (other than the filing of the Chapter 11 Cases) and actual pecuniary losses under the Assigned Contracts can be cured by the payment of the Cure Amount.

6. If designated as an Assigned Contract by a Successful Bidder in an Asset Purchase Agreement with the Debtors, the assumption and assignment of any Assigned Contract and payment of any Cure Amount shall result in the full release and satisfaction of any claims or defaults, whether monetary or non-monetary, upon the consummation of the Sale with a Successful Bidder.

7. Pursuant to the Bidding Procedures Order, any objections to the assumption and assignment of any executory contract or unexpired lease identified in the Cure Notice or to the Cure Amounts set forth in the Cure Notice (a "Contract Objection"), must: (a) set forth in writing and describe with specificity the factual and legal basis for the Contract Objection; (b) comply with the Bankruptcy Rules and Bankruptcy Local Rules; and (c) be filed with the Clerk of the Court no later than **5:00 p.m. (prevailing Central Time) on April 21, 2025** (the "Objection Deadline").

8. If a counterparty to an executory contract or unexpired lease set forth on **Schedule 1** of this Cure Notice fails to file a Contract Objection by the Objection Deadline, then the Cure Amount set forth in this Cure Notice will be binding upon the contract counterparty, and all parties in interest, for all purposes in the Chapter 11 Cases and otherwise. All such counterparties to those executory contracts and unexpired leases on **Schedule 1** of this Cure Notice will: (a) be forever barred from objecting to the Cure Amounts with respect to such executory contracts and unexpired leases; (b) be deemed to have consented to the assumption and assignment if the Successful Bidder designates such contract or lease as an Assigned Contract; and (c) be forever barred and estopped from asserting or claiming against the Debtors or Successful Bidder, as applicable, that any additional amounts are due, other defaults exist, other conditions to assignment must be satisfied under such executory contracts or unexpired leases, or that there is any objection or defense to the assumption and assignment.

9. If a counterparty to an executory contract or unexpired lease set forth on **Schedule 1** of this Cure Notice timely files a Contract Objection, whether based on Cure Amount or any other alleged cause or claim, then, to the extent the relevant parties are unable to

resolve the Contract Objection prior to the commencement of the Sale Hearing, such Contract Objection will be adjudicated at the Sale Hearing or at such other date and time as may be fixed by the Court.

10. The Successful Bidder shall be responsible for satisfying any requirements regarding adequate assurance of future performance that may be imposed under sections 365(b) and (f) of the Bankruptcy Code in connection with the proposed assignment of your Assigned Contract. The Court shall make its determinations concerning such adequate assurance of future performance pursuant to sections 365(b) and (f) of the Bankruptcy Code at the Sale Hearing. If any counterparty to an Assigned Contract objects on adequate assurance of future performance grounds to the assumption and assignment of its Assigned Contract (an "Adequate Assurance Objection"), such counterparty must file the Adequate Assurance Objection no later than the Objection Deadline (as defined herein) of **5:00 p.m. (prevailing Central Time) on April 23, 2025**. The Court shall make any and all determinations concerning adequate assurance of future performance under the Assigned Contracts pursuant to sections 365(b) and (f) of the Bankruptcy Code at the Sale Hearing. Any counterparty failing to timely file an Adequate Assurance Objection shall be forever barred from objecting to assumption by the Debtor and assignment to the Successful Bidder of the relevant Assigned Contract on grounds of adequate assurance of future performance.

11. If at any time after this Cure Notice is served (but prior to the Sale pursuant to any Asset Purchase Agreement) the Debtors: (a) amend **Schedule 1** to this Cure Notice and include additional executory contracts or unexpired leases; or (b) receive notice from the Successful Bidder that additional prepetition executory contracts or unexpired leases are to be designated as Assigned Contracts under the Asset Purchase Agreement, then the Debtors shall serve a supplemental cure notice (a "Supplemental Cure Notice") by first class mail, facsimile, electronic transmission, or overnight mail on the contract counterparty (and its attorney, if known) to each such contract (a "Previously Omitted Contract") within two (2) business days of the receipt of notice of designation as an Assigned Contract.

12. Unless the contract counterparty to the Previously Omitted Contract properly files a Contract Objection to the Supplemental Cure Notice within fourteen (14) days of service of the Supplemental Cure Notice, the Debtors shall obtain an order of the Court fixing the applicable Cure Amounts and approving the assumption and assignment of the Previously Omitted Contract as an Assigned Contract. If a Contract Objection is timely filed and served with respect to a Previously Omitted Contract, and the relevant parties are unable to resolve the Contract Objection, such Contract Objection will be adjudicated at the Sale Hearing or, if the Sale Hearing date has passed, at such other date and time as may be fixed by the Court.

13. For the avoidance of doubt, the inclusion of an executory contract or unexpired lease on Schedule 1 to this Cure Notice shall not obligate the Debtors to assume and assign any executory contract or unexpired lease listed thereon. The rights of the Debtors or Successful Bidder to modify the list of Assigned Contracts, including to remove any contracts or leases from such list, are expressly reserved. Only those executory contracts and unexpired leases designated as Assigned Contracts at closing will be assumed and assigned to the Successful Bidder. To the extent your executory contract or unexpired lease is not designated as an Assigned Contract, the Debtors intend to seek an order from the Court at the Sale Hearing rejecting such contract or lease pursuant to section 365 of the Bankruptcy Code.

14. If no Cure Amount is due under the executory contract or unexpired lease, and the contract counterparty does not otherwise object to the assumption and assignment, then no further action needs to be taken on the part of that counterparty.

15. The Debtors' decision to assume and assign the Assigned Contracts is subject to Court approval and consummation of the Sale. Absent consummation of the Sale, each Assigned Contract shall not be deemed assumed or assigned, and shall be subject to further administration under the Bankruptcy Code in all respects. The designation of any agreement as an Assigned Contract shall not constitute or be deemed to be a determination or admission by the Debtors that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

16. This Cure Notice is subject to the full terms and conditions of the Sale Motion and the Bidding Procedures Order, which shall control in the event of any conflict, and the Debtor encourages all parties in interest to review such documents in their entirety.

17. Additional information regarding the Sale, including copies of the Sale Motion, the Bidding Procedures and the Bidding Procedures Order, is available by contacting Debtors' counsel using the contact information below, or by visiting the website of the Debtors' Chapter 11 Cases established by the Debtors' claims and noticing agent at the following link: https://cases.ra.kroll.com/ENGlobal/

Dated: March 31, 2025.

OKIN ADAMS BARTLETT CURRY LLP

By: */s/ Christopher Adams*

Christopher Adams
Texas Bar No. 24009857
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1113 Vine St., Suite 240
Houston, Texas 77002
Tel: 713.228.4100
Fax: 346.247.7158

PROPOSED ATTORNEYS FOR THE DEBTORS

Schedule 1
ENGlobal Corporation, *et al*.
Executory Contracts and Unexpired Leases

Debtor Party	Contract Counterparty	Cure Amount	Contract Description	Term / Expiration	Address 1	Address 2	City	State	ZIP Code
ENGlobal U.S., Inc.	Carson Portwall	$ 176,166.89	Office Lease (Portwall)	6/30/2025	225 Portwall St.		Houston	TX	77029
ENGlobal U.S., Inc.	FMC Technologies	$ 105,000.00	Office Lease (Katy Freeway)	12/31/2029	1803 Gears Rd.		Houston	TX	77067
ENGlobal U.S., Inc.	Oral Roberts University	$ 63,555.00	Office Lease (Tulsa)	12/31/2025	777 S. Lewis Ave.		Tulsa	OK	74171
ENGlobal U.S., Inc.	American Bank Equipment Finance	$ -	Brake and Shear	3/9/2028	P.O. Box 342573		Austin	TX	78734
ENGlobal U.S., Inc.	Complete Capital Services, Inc.	$ 2,864.20	Bandsaw	11 13/2027	22811 Muck Avenue	Suite 203	St. Claire Shores	MI	48080
ENGlobal U.S., Inc.	HYG Financial Services Inc.	$ 2,265.12	Yale Forklift	1/1/2027	5000 Riverside Dr.	Suite 300 East	Irving	TX	75039-4314
ENGlobal U.S., Inc.	HYG Financial Services Inc.	$ 6,623.76	Hyster Forklift	1/1/2027	5000 Riverside Dr.	Suite 300 East	Irving	TX	75039-4314
ENGlobal U.S., Inc.	Aspen Technology Inc.	$ 296,270.43	Software License Agreement C008261	11/22/2025	20 Crosby Dr.		Bedford	MA	01730
ENGlobal U.S., Inc.	CDW Direct	$ 752.40	NCE Project P3 M - Recurring	Billed Monthly on the 6th	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	CDW Direct	$ 1,714.89	NCE O365 E1 M-M - Recurring	Billed Monthly on the 6th	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	CDW Direct	$ 5,261.90	NCE Visio P2 M - Recurring	Billed Monthly on the 6th	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	CDW Direct	$ 36,981.41	NCE M365 E3 M-M - Recurring	Billed Monthly on the 6th	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	CDW Direct	$ 125.39	NCE Power BI Pro M - Recurring	Billed Monthly on the 6th	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	CDW Direct	$ 10,534.63	NCE Project P3 A M - Recurring	Billed Monthly on the 6th	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	CDW Direct	$ 172.50	NCE Audio Conf M - Recurring	Billed Monthly on the 6th	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	CDW Direct	$ 3,840.00	Project OL P3 M Seat - Recurring	Billed Monthly on the 3rd	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	Computer Sciences Corporation	$ 27,590.45	Microsoft Dynamics SL Enhancement Plan	9/25/2025	20408 Bashan Dr.	Suite 3231	Ashburn	VA	20147
ENGlobal U.S., Inc.	Computer Sciences Corporation	$ 9,471.88	SA Global - GP - Maintenance	7/1/2025	20408 Bashan Dr.	Suite 3231	Ashburn	VA	20147
ENGlobal U.S., Inc.	Honeywell	$ 35,815.60	Unisim Design Suite	9/26/2025	300 South Tryon St.		Charlotte	NC	28202
ENGlobal U.S., Inc.	Insight Direct Inc.	$ 6,005.94	Microsoft Teams Phone Standard	Billed Monthly on the 2nd	6820 South Harl Avenue		Tempe	AZ	85283
ENGlobal U.S., Inc.	Intergraph Corporation	$ 9,994.66	Software Maintenance Support	4/1/2025	305 Intergraph Way		Madison	AL	35758
ENGlobal U.S., Inc.	Microsoft	$ 25.58	Microsoft Teams Audio Conferencing Subscription	Billed Monthly on the 10th	One Microsoft Way		Redmond	WA	98052
ENGlobal U.S., Inc.	Microsoft	$ 2,025.40	Dynamics 365 Sales Enterprise (CRM Licenses)	Billed Monthly on the 10th	One Microsoft Way		Redmond	WA	98052
ENGlobal U.S., Inc.	Reynolds	$ 16,596.71	Rockwell Automation Enterprise Toolkit & Support	1/1/2026	1 Reynolds Way		Dayton	OH	45430
			Active Customer Contracts						
ENGlobal Government Services, Inc.	Advance Research Chemicals, Inc.	$ -	13-343047		1110 W. Keystone Ave.		Catoosa	OK	74015
ENGlobal U.S., Inc.	Air Liquide Electronics U.S. LP	$ -	21-343079		9101 LBJ Freeway	Suite 800	Dallas	TX	75243
ENGlobal U.S., Inc.	Air Liquide Global E&C Solutions France	$ -	21-343008		57, Avenue Carnot	94500 Champigny Sur Marne		France	
ENGlobal U.S., Inc.	Air Liquide Global E&C Solutions US Inc.	$ -	21-343043		9811 Katy Frwy.	Suite 100	Houston	TX	77024
ENGlobal U.S., Inc.	BP America Inc.	$ -	21-333095		P.O. Box 6946049		San Antonio	TX	78269
ENGlobal U.S., Inc.	Chevron Products Co.	$ -	10-123041, 80-123003		c/o Worley Parsons	5 Greenway Plaza	Houston	TX	77046
ENGlobal Government Services, Inc.	City of Tulsa	$ -	13-143069		175 E. 2nd Street	Suite 575	Tulsa	OK	74103
ENGlobal U.S., Inc.	CVR Refining WYN, LLC	$ -	12-153001		P.O. Box 410420		Kansas City	MO	64141-0420
ENGlobal Government Services, Inc.	Daylight Petroleum	$ -	13-133055, 13-133064, 13-133066		804 West Cherokee St.		Lindsay	OK	73052
ENGlobal U.S., Inc.	DCP Midstream, L.P.	$ -	12-133109, 12-133119		RT. 2 Box 66		Seiling	OK	73663
ENGlobal Government Services, Inc.	DCSO Columbus	$ -	13-325025, 13-335015, 13-335020		P.O. Box 3990		Columbus	OH	43218-3990
ENGlobal U.S., Inc.	Delek Refining Ltd.	$ -	12-143040		425 McMurrey Drive		Tyler	TX	75702
ENGlobal Government Services, Inc.	Endist Mobile Contracting Division	$ -	13-323014		109 St. Joseph St.		Mobile	AL	36602
ENGlobal U.S., Inc.	Evonik Corporation	$ -	21-443044, 21-443045		P.O. Box 868		Theodore	AL	36590
ENGlobal U.S., Inc.	Exxon Mobil	$ -	21-133103, 21-143002, 21-143018, 21-143028, 21-143033, 21-143039, 21-143083, 21-153005, 21-153006, 21-333116, 21-343034, 21-343062, 21-443003, 21-443004, 21-453007, 21-453008		Accounts Payable CP.1012-AP	22777 Springwoods Village Pkwy.	Spring	TX	77389-1425
ENGlobal U.S., Inc.	Exxon Mobil Oil Corp - Mktg & Ref US	$ -	21-133074		Accounts Payable CP.1012.AP	22777 Springwoods Village Pkwy.	Spring	TX	77389-1425
ENGlobal U.S., Inc.	Exxon Mobil Pipeline Company LLC	$ -	21-133108		Accounts Payable CP.1012-AP	22777 Springwoods Village Pkwy.	Spring	TX	77389-1425
ENGlobal U.S., Inc.	Exxon Mobil Porduction Company	$ -	21-143032, 21-343087		Accounts Payable CP.1012-AP	22777 Springwoods Village Pkwy.	Spring	TX	77389
ENGlobal U.S., Inc.	Exxon Mobil Refining & Marketing	$ -	21-143072		CO Code 0944	22777 Springwoods Village Pkwy.	Spring	TX	77389-1425
ENGlobal U.S., Inc.	Fusion Industries LLC	$ -	10-143064, 10-143065, 10-143066, 10-143085, 12-153012, 21-343058, 21-343060, 21-343071, 21-343075, 21-343086		P.O. Box 16340		Oklahoma City	OK	73113
ENGlobal U.S., Inc.	HF Sinclair Tulsa Refining LLC	$ -	12-143022		P.O. Box 1860		Tulsa	OK	74101-1860
ENGlobal U.S., Inc.	Holt Texas Ltd.	$ -	21-343067		P.O. Box 207916		San Antonio	TX	78220
ENGlobal U.S., Inc.	INEOS USA LLC	$ -	21-443005, 21-453003		7770 Rangeline Rd.		Theodore	AL	36582
ENGlobal U.S., Inc.	Lotte Chemical Louisiana LLC	$ -	21-333111		840 Gessner Rd.	Suite 500	Houston	TX	77024
ENGlobal U.S., Inc.	Lubrizol Advanced Materials	$ -	21-133056, 21-143017, 21-153009		29400 Lakeland Blvd.		Wickliffe	OH	44092
ENGlobal U.S., Inc.	Multi-Chem Group, Inc.	$ -	21-343073		3000 N. Sam Houston Pkwy. E.		Houston	TX	77032
ENGlobal Government Services, Inc.	Muncie Power Products	$ -	13-133114, 13-343053, 13-343057, 13-343082		P.O. Box 548		Muncie	IN	47308
ENGlobal U.S., Inc.	ONEOK	$ -	12-133091, 12-453002		100 W. 5th Street		Tulsa	OK	74103
ENGlobal U.S., Inc.	OQ Chemicals Corporation	$ -	10-153011, 10-153014, 11-333043		P.O. Box 1141		Bay City	TX	77404
ENGlobal U.S., Inc.	Parpal LLC	$ -	10-143077, 21-343078		6817 West County Road 107		Midland	TX	79706
ENGlobal U.S., Inc.	Performance Contractor's Inc.	$ -	21-333059		601 Jefferson St.		Houston	TX	77002
ENGlobal U.S., Inc.	Phillips 66	$ -	10-153010, 12-133026, 12-133047, 12-133089, 12-143035, 12-143041, 21-323039, 21-323040, 21-333075, 21-333101, 21-343020, 21-343068, 21-353004		P.O. Box 9000		Bartlesville	OK	74005
ENGlobal Government Services, Inc.	Progress Rail Services Corporation	$ -	13-143056		525 W. Progress Dr.		Sherman	TX	75092
ENGlobal Government Services, Inc.	Regional Procurement Office West (RPOW)	$ -	13-343080		3237 Peacekeeper Way	Building 200, Suite 204	McClellan Park	CA	95652
ENGlobal U.S., Inc.	Reladyne Reliability Services	$ -	21-333120		15150 West Drive		Houston	TX	77053
ENGlobal U.S., Inc.	Relevant Industrial LLC	$ -	21-343061		2010 McAllister Rd.		Houston	TX	77092
ENGlobal U.S., Inc.	Targa Downstream LLC - HAA	$ -	24-133067		811 Louisiana Street	Suite 2100	Houston	TX	77002
ENGlobal U.S., Inc.	The DOW Chemical Company	$ -	21-343084		2211 H.H. Dow Way		Midland	MI	48674
ENGlobal U.S., Inc.	The Lubrizol Corporation US	$ -	21-153013		29400 Lakeland Blvd.		Wickliffe	OH	44092
ENGlobal Government Services, Inc.	Tulsa Public Schools	$ -	13-143050		3027 S. New Haven Ave.		Tulsa	OK	74114
ENGlobal U.S., Inc.	Universal Ensco, Inc.	$ -	21-343076		4848 Loop Central Drive		Houston	TX	77081
ENGlobal U.S., Inc.	Valero	$ -	12-143007, 12-143048, 12-143054		P.O. Box 691227		San Antonio	TX	78269-1227
ENGlobal U.S., Inc.	Worley Group, Inc.	$ -	21-343055, 21-343074		5985 Rogerdale Road		Houston	TX	77072

EXHIBIT "D"

Fill in this information to identify the case:	
Debtor name	**ENGlobal U.S., Inc.**
United States Bankruptcy Court for the:	**Southern District of Texas (Houston)**
Case number (if known)	***25-90084***

☐ Check if this is an amended filing

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?

☐ No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.

■ Yes. Fill in all of the information below even if the contacts of leases are listed on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B).

2. List all contracts and unexpired leases			***State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease***
2.1	**State what the contract or lease is for and the nature of the debtor's interest**	CUSTOMER CONTRACT 21-343079	
	State the term remaining	ONGOING/UNDETERMINED	
	List the contract number of any government contract		AIR LIQUIDE ELECTRONICS U.S. LP 9101 LBJ FREEWAY SUITE 800 DALLAS TX 75243
2.2	**State what the contract or lease is for and the nature of the debtor's interest**	CUSTOMER CONTRACT 21-343008	
	State the term remaining	ONGOING/UNDETERMINED	
	List the contract number of any government contract		AIR LIQUIDE GLOBAL E&C SOLUTIONS FRANCE 57, AVENUE CARNOT 94500 CHAMPIGNY SUR MARNE FRANCE
2.3	**State what the contract or lease is for and the nature of the debtor's interest**	CUSTOMER CONTRACT 21-343043	
	State the term remaining	ONGOING/UNDETERMINED	
	List the contract number of any government contract		AIR LIQUIDE GLOBAL E&C SOLUTIONS US INC. 9811 KATY FREEWAY, SUITE 100 HOUSTON TX 77024

Debtor **ENGlobal U.S., Inc.** Case number (if known) **25-90084**

Name

2. List all contracts and unexpired leases			State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
2.4	**State what the contract or lease is for and the nature of the debtor's interest**	BRAKE AND SHEAR	
	State the term remaining	03/09/2028	
	List the contract number of any government contract		AMERICAN BANK EQUIPMENT FINANCE P.O. BOX 342573 AUSTIN TX 78734
2.5	**State what the contract or lease is for and the nature of the debtor's interest**	SOFTWARE LICENSE AGREEMENT C008261	
	State the term remaining	11/22/2025	
	List the contract number of any government contract		ASPEN TECHNOLOGY INC. 20 CROSBY DR. BEDFORD MA 01730
2.6	**State what the contract or lease is for and the nature of the debtor's interest**	CUSTOMER CONTRACT 21-333095	
	State the term remaining	ONGOING/UNDETERMINED	
	List the contract number of any government contract		BP AMERICA INC. P.O. BOX 6946049 SAN ANTONIO TX 78269
2.7	**State what the contract or lease is for and the nature of the debtor's interest**	OFFICE LEASE (PORTWALL)	
	State the term remaining	06/30/2025	
	List the contract number of any government contract		CARSON PORTWALL 225 PORTWALL ST. HOUSTON TX 77029
2.8	**State what the contract or lease is for and the nature of the debtor's interest**	NCE PROJECT P3 M - RECURRING	
	State the term remaining	MONTH TO MONTH	
	List the contract number of any government contract		CDW DIRECT 200 N. MILWAUKEE AVE. VERNON HILL IL 60061

EXHIBIT "E"

Schedule 2.5(b)

Executory Contracts

ENGlobal Corporation, *et al*.
Executory Contracts and Unexpired Leases

Debtor Party	Contract Counterparty	Cure Amount	Contract Description	Term / Expiration	Address 1	Address 2	City	State	ZIP Code
ENGlobal U.S., Inc.	Carson Portwall	$ 176,166.89	Office Lease (Portwall)	6/30/2025	225 Portwall St.		Houston	TX	77029
ENGlobal U.S., Inc.	FMC Technologies	$ 105,000.00	Office Lease (Katy Freeway)	12/31/2029	1803 Gears Rd.		Houston	TX	77067
ENGlobal U.S., Inc.	Oral Roberts University	$ 63,555.00	Office Lease (Tulsa)	12/31/2025	777 S. Lewis Ave.		Tulsa	OK	74171
ENGlobal U.S., Inc.	American Bank Equipment Finance	$ -	Brake and Shear	3/9/2028	P.O. Box 342573		Austin	TX	78734
ENGlobal U.S., Inc.	Complete Capital Services, Inc.	$ 2,864.20	Bandsaw	11/13/2027	22811 Mack Avenue	Suite 203	St. Claire Shores	MI	48080
ENGlobal U.S., Inc.	HYG Financial Services Inc.	$ 2,265.12	Yale Forklift	1/1/2027	5000 Riverside Dr.	Suite 300 East	Irving	TX	75039-4314
ENGlobal U.S., Inc.	HYG Financial Services Inc.	$ 6,623.76	Hyster Forklift	1/1/2027	5000 Riverside Dr.	Suite 300 East	Irving	TX	75039-4314
ENGlobal U.S., Inc.	Aspen Technology Inc.	$ 296,270.43	Software License Agreement C008261	11/22/2025	20 Crosby Dr.		Bedford	MA	01730
ENGlobal U.S., Inc.	CDW Direct	$ 752.40	NCE Project P3 M - Recurring	Billed Monthly on the 6th	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	CDW Direct	$ 1,714.89	NCE O365 E1 M-M - Recurring	Billed Monthly on the 6th	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	CDW Direct	$ 5,261.90	NCE Visio P2 M - Recurring	Billed Monthly on the 6th	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	CDW Direct	$ 36,981.41	NCE M365 E3 M-M - Recurring	Billed Monthly on the 6th	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	CDW Direct	$ 125.39	NCE Power BI Pro M - Recurring	Billed Monthly on the 6th	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	CDW Direct	$ 10,534.63	NCE Project P3 A M - Recurring	Billed Monthly on the 6th	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	CDW Direct	$ 172.50	NCE Audio Conf M - Recurring	Billed Monthly on the 6th	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	CDW Direct	$ 3,840.00	Project OL P3 M Seat - Recurring	Billed Monthly on the 3rd	200 N. Milwaukee Ave.		Vernon Hill	IL	60061
ENGlobal U.S., Inc.	Computer Sciences Corporation	$ 27,590.45	Microsoft Dynamics SL Enhancement Plan	9/25/2025	20408 Bashan Dr.	Suite 3231	Ashburn	VA	20147
ENGlobal U.S., Inc.	Computer Sciences Corporation	$ 9,471.88	SA Global - GP - Maintenance	7/1/2025	20408 Bashan Dr.	Suite 3231	Ashburn	VA	20147
ENGlobal U.S., Inc.	Honeywell	$ 35,815.60	Unisim Design Suite	9/26/2025	300 South Tryon St.		Charlotte	NC	28202
ENGlobal U.S., Inc.	Insight Direct Inc.	$ 6,005.94	Microsoft Teams Phone Standard	Billed Monthly on the 2nd	6820 South Harl Avenue		Tempe	AZ	85283
ENGlobal U.S., Inc.	Intergraph Corporation	$ 9,994.66	Software Maintenance Support	4/1/2025	305 Intergraph Way		Madison	AL	35758
ENGlobal U.S., Inc.	Microsoft	$ 25.58	Microsoft Teams Audio Conferencing Subscription	Billed Monthly on the 10th	One Microsoft Way		Redmond	WA	98052
ENGlobal U.S., Inc.	Microsoft	$ 2,025.40	Dynamics 365 Sales Enterprise (CRM Licenses)	Billed Monthly on the 10th	One Microsoft Way		Redmond	WA	98052
ENGlobal U.S., Inc.	Reynolds	$ 16,596.71	Rockwell Automation Enterprise Toolkit & Support	1/1/2026	1 Reynolds Way		Dayton	OH	45430
			Active Customer Contracts						
ENGlobal Government Services, Inc.	Advance Research Chemicals, Inc.	$ -	13-343047		1110 W. Keystone Ave.		Catoosa	OK	74015
ENGlobal U.S., Inc.	Air Liquide Electronics U.S. LP	$ -	21-343079		9101 LBJ Freeway	Suite 800	Dallas	TX	75243
ENGlobal U.S., Inc.	Air Liquide Global E&C Solutions France	$ -	21-343008		57, Avenue Carnot	94500 Champigny Sur Marne		France	
ENGlobal U.S., Inc.	Air Liquide Global E&C Solutions US Inc.	$ -	21-343043		9811 Katy Frwy.	Suite 100	Houston	TX	77024
ENGlobal U.S., Inc.	BP America Inc.	$ -	21-333095		P.O. Box 6946049		San Antonio	TX	78269
ENGlobal U.S., Inc.	Chevron Products Co.	$ -	10-123041, 80-123003		c/o Worley Parsons	5 Greenway Plaza	Houston	TX	77046
ENGlobal Government Services, Inc.	City of Tulsa	$ -	13-143069		175 E. 2nd Street	Suite 575	Tulsa	OK	74103
ENGlobal U.S., Inc.	CVR Refining WYN, LLC	$ -	12-153001		P.O. Box 410420		Kansas City	MO	64141-0420
ENGlobal Government Services, Inc.	Daylight Petroleum	$ -	13-133055, 13-133064, 13-133066		804 West Cherokee St.		Lindsay	OK	73052
ENGlobal U.S., Inc.	DCP Midstream, L.P.	$ -	12-133109, 12-133119		RT. 2 Box 66		Seiling	OK	73663
ENGlobal Government Services, Inc.	DCSO Columbus	$ -	13-325025, 13-335015, 13-335020		P.O. Box 3990		Columbus	OH	43218-3990
ENGlobal U.S., Inc.	Delek Refining Ltd.	$ -	12-143040		425 McMurrey Drive		Tyler	TX	75702
ENGlobal Government Services, Inc.	Endist Mobile Contracting Division	$ -	13-323014		109 St. Joseph St.		Mobile	AL	36602
ENGlobal U.S., Inc.	Evonik Corporation	$ -	21-443044, 21-443045		P.O. Box 868		Theodore	AL	36590
ENGlobal U.S., Inc.	Exxon Mobil	$ -	21-133103, 21-143002, 21-143018, 21-143028, 21-143033, 21-143039, 21-143083, 21-153005, 21-153006, 21-333116, 21-343034, 21-343062, 21-443003, 21-443004, 21-453007, 21-453008		Accounts Payable CP.1012-AP	22777 Springwoods Village Pkwy.	Spring	TX	77389-1425
ENGlobal U.S., Inc.	Exxon Mobil Oil Corp - Mktg & Ref US	$ -	21-133074		Accounts Payable CP.1012.AP	22777 Springwoods Village Pkwy.	Spring	TX	77389-1425
ENGlobal U.S., Inc.	Exxon Mobil Pipeline Company LLC	$ -	21-133108		Accounts Payable CP.1012-AP	22777 Springwoods Village Pkwy.	Spring	TX	77389-1425
ENGlobal U.S., Inc.	Exxon Mobil Porduction Company	$ -	21-143032, 21-343087		Accounts Payable CP.1012-AP	22777 Springwoods Village Pkwy.	Spring	TX	77389
ENGlobal U.S., Inc.	Exxon Mobil Refining & Marketing	$ -	21-143072		CO Code 0944	22777 Springwoods Village Pkwy.	Spring	TX	77389-1425
ENGlobal U.S., Inc.	Fusion Industries LLC	$ -	10-143064, 10-143065, 10-143066, 10-143085, 12-153012, 21-343058, 21-343060, 21-343071, 21-343075, 21-343086		P.O. Box 16340		Oklahoma City	OK	73113
ENGlobal U.S., Inc.	HF Sinclair Tulsa Refining LLC	$ -	12-143022		P.O. Box 1860		Tulsa	OK	74101-1860
ENGlobal U.S., Inc.	Holt Texas Ltd.	$ -	21-343067		P.O. Box 207916		San Antonio	TX	78220
ENGlobal U.S., Inc.	INEOS USA LLC	$ -	21-443005, 21-453003		7770 Rangeline Rd.		Theodore	AL	36582
ENGlobal U.S., Inc.	Lotte Chemical Louisiana LLC	$ -	21-333111		840 Gessner Rd.	Suite 500	Houston	TX	77024
ENGlobal U.S., Inc.	Lubrizol Advanced Materials	$ -	21-133056, 21-143017, 21-153009		29400 Lakeland Blvd.		Wickliffe	OH	44092
ENGlobal U.S., Inc.	Multi-Chem Group, Inc.	$ -	21-343073		3000 N. Sam Houston Pkwy. E.		Houston	TX	77032
ENGlobal Government Services, Inc.	Muncie Power Products	$ -	13-133114, 13-343053, 13-343057, 13-343082		P.O. Box 548		Muncie	IN	47308
ENGlobal U.S., Inc.	ONEOK	$ -	12-133091, 12-453002		100 W. 5th Street		Tulsa	OK	74103
ENGlobal U.S., Inc.	OQ Chemicals Corporation	$ -	10-153011, 10-153014, 11-333043		P.O. Box 1141		Bay City	TX	77404
ENGlobal U.S., Inc.	Parpal LLC	$ -	10-143077, 21-343078		6817 West County Road 107		Midland	TX	79706
ENGlobal U.S., Inc.	Performance Contractor's Inc.	$ -	21-333059		601 Jefferson St.		Houston	TX	77002
ENGlobal U.S., Inc.	Phillips 66	$ -	10-153010, 12-133026, 12-133047, 12-133089, 12-143035, 12-143041, 21-323039, 21-323040, 21-333075, 21-333101, 21-343020, 21-343068, 21-353004		P.O. Box 9000		Bartlesville	OK	74005
ENGlobal Government Services, Inc.	Progress Rail Services Corporation	$ -	13-143056		525 W. Progress Dr.		Sherman	TX	75092
ENGlobal Government Services, Inc.	Regional Procurement Office West (RPOW)	$ -	13-343080		3237 Peacekeeper Way	Building 200, Suite 204	McClellan Park	CA	95652
ENGlobal U.S., Inc.	Reladyne Reliability Services	$ -	21-333120		15150 West Drive		Houston	TX	77053
ENGlobal U.S., Inc.	Relevant Industrial LLC	$ -	21-343061		2010 McAllister Rd.		Houston	TX	77092
ENGlobal U.S., Inc.	Targa Downstream LLC - HAA	$ -	24-133067		811 Louisiana Street	Suite 2100	Houston	TX	77002
ENGlobal U.S., Inc.	The DOW Chemical Company	$ -	21-343084		2211 H.H. Dow Way		Midland	MI	48674
ENGlobal U.S., Inc.	The Lubrizol Corporation US	$ -	21-153013		29400 Lakeland Blvd.		Wickliffe	OH	44092
ENGlobal Government Services, Inc.	Tulsa Public Schools	$ -	13-143050		3027 S. New Haven Ave.		Tulsa	OK	74114
ENGlobal U.S., Inc.	Universal Ensco, Inc.	$ -	21-343076		4848 Loop Central Drive		Houston	TX	77081
ENGlobal U.S., Inc.	Valero	$ -	12-143007, 12-143048, 12-143054		P.O. Box 691227		San Antonio	TX	78269-1227
ENGlobal U.S., Inc.	Worley Group, Inc.	$ -	21-343055, 21-343074		5985 Rogerdale Road		Houston	TX	77072

EXHIBIT "F"

(c) Ten Business Days after the date of this Agreement, and subject to Buyer's rights under Section 2.5(d) below to subsequently amend such designations, Buyer shall deliver to Seller (i) an **Exhibit B**, prepared by Buyer at its sole discretion, which schedule shall set forth the Executory Contracts Buyer agrees to assume as Assigned Contracts at the Closing, and (ii) a Schedule 2.5(c), to be prepared by Buyer at its sole discretion, which shall be a schedule of the Executory Contracts that Buyer declines to assume as Excluded Contracts.

(d) At any time prior to the Designation Deadline, Buyer shall have the right, which may be exercised in Buyer's sole discretion, to provide written notice to Seller (each such notice, a "Contract Notice") of Buyer's election to designate any Executory Contract (including any Contract that is an Assigned Contract immediately before such designation) (1) as an Excluded Contract, and upon the delivery of such notice, any Contract so designated shall be deemed an Excluded Contract and, if applicable, shall cease to be an Assigned Contract or (2) as an Assigned Contract and, upon the delivery of such notice setting forth such designation, such Contract shall be deemed an Assigned Contract and, if applicable, shall cease to be an Excluded Contract. If, at any time after the Designation Deadline, the Cure Costs fixed by the Bankruptcy Court for any Assigned Contract are (i) greater than the amount set forth on the initial schedule of Cure Costs filed by Seller with the Bankruptcy Court prior to the Designation Deadline and (ii) such increased Cure Costs are not consented to by Buyer, then Buyer shall be permitted, no later than two Business Days after entry of an Order by the Bankruptcy Court setting such Cure Costs, to provide Seller a Contract Notice of Buyer's election to revoke its designation of any such Contract as an Assigned Contract and thereupon such Contract shall be deemed to be an Excluded Contract for all purposes of this Agreement. The Parties shall amend Schedule 2.1(b)(i)(1), Schedule 2.1(b)(iii)(1), Schedule 2.5(c), **Exhibit B** and Disclosure Schedule 5.2 to reflect changes made pursuant to this Section 2.5(d).

(e) If Buyer exercises its rights in Section 2.5(d) above and designates a Contract, including a Contract that was an Assigned Contract immediately before such designation, as an Excluded Contract, there shall be no reduction in the Purchase Price as a result of such designation or change in designation.

2.6 Assignment of Acquired Assets Subject to Consent Requirements.

(a) To the extent any Acquired Asset is not assumable and assignable by Seller to Buyer without the Consent of the applicable counterparty thereto, then, within three Business Days after the Sale Order is entered, Seller shall send letters seeking any Consent to assignment (including Hard Consents) or approval rights applicable to the transactions contemplated hereby. Subject to Section 2.6(b), this Agreement shall not constitute an agreement to assign or transfer and shall not effect the assignment or transfer of any Acquired Asset subject to a Hard Consent that has not been obtained. Seller and Buyer shall use their commercially reasonable efforts to obtain all Hard Consents; *provided*, *however*, neither Seller nor Buyer will be obligated to pay any consideration or initiate any Proceedings to obtain a Hard Consent. Subject to Section 2.6(b), each Acquired Asset subject to a Hard Consent that is not obtained prior to Closing shall, at the option of Buyer, not be conveyed at Closing (without any adjustment to the Purchase Price), subject to the remainder of this Section 2.6(a). If any Acquired Asset is not conveyed at Closing due to the inability to obtain a Hard Consent, then (1) Seller shall, following the Closing, at Buyer's sole expense and subject to any approval of the Bankruptcy Court that may be required, reasonably cooperate with Buyer to provide to Buyer the benefits thereof in some other manner (including the exercise of the rights of Seller thereunder or the subcontracting, sublicensing, or sub-leasing thereof) and (2) such Acquired Asset shall be conveyed to Buyer within ten Business Days after such Hard Consent has been obtained, waived or otherwise satisfied or after Buyer otherwise so requests, whichever occurs earlier.

(b) The provisions of Section 2.6(a) shall only apply with respect to those Acquired Assets (i) that are subject to any Consent to assignment (including Hard Consents) or approval rights applicable to the transactions contemplated hereby and (ii) which cannot be acquired by Buyer free and clear of such

EXHIBIT "G"

COMPLX, LEAD, COMPLX, DEFmaillist

U.S. Bankruptcy Court
Southern District of Texas (Houston)
Bankruptcy Petition #: 25-90083

Assigned to: Bankruptcy Judge Alfredo R Perez
Chapter 11
Voluntary
Asset

Date filed: 03/05/2025
Plan confirmed: 06/13/2025
341 meeting: 04/28/2025
Deadline for filing claims (govt.): 09/08/2025

Debtor
ENGlobal Corporation
11740 Katy Fwy.
Suite 350
Houston, TX 77079
OUTSIDE U. S.
United States
Tax ID / EIN: 88-0322261

represented by **Christopher Adams**
Okin & Adams LLP
1113 Vine St
Suite 240
Houston, TX 77002
713-228-4100
Fax : 346-247-7158
Email: cadams@okinadams.com

Ryan Anthony O'Connor
Okin Adams LLP
1113 Vine Street, Suite 240
Houston
Houston, TX 77002
713-228-4100
Fax : 346-247-7158
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John Thomas Oldham
Okin Adams LLP
1113 Vine St.
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713-228-4100
Fax : 346-247-7158
Email: joldham@okinadams.com

Madeline Mason Schmidt
Okin Adams LLP
1113 Vine Street
Suite 240
Houston, TX 77002
713-228-4100
Email: mschmidt@okinadams.com

Debtor In Possession
ENGlobal U.S., Inc.
11740 Katy Fwy.
Suite 350

represented by **John Thomas Oldham**
(See above for address)

Houston, TX 77079
OUTSIDE U. S.
United States
Tax ID / EIN: 76-0440616

Debtor In Possession
ENGlobal Government Services, Inc.
11740 Katy Fwy.
Suite 350
Houston, TX 77079
OUTSIDE U. S.
United States
Tax ID / EIN: 80-0020196

represented by **John Thomas Oldham**
(See above for address)

Debtor In Possession
ENGlobal Technologies, LLC
11740 Katy Fwy.
Suite 350
Houston, TX 77079
OUTSIDE U. S.
United States
Tax ID / EIN: 88-2831664

represented by **John Thomas Oldham**
(See above for address)

U.S. Trustee
US Trustee
Office of the US Trustee
515 Rusk Ave
Ste 3516
Houston, TX 77002

represented by **Alicia Lenae Barcomb**
DOJ-U.S. Trustee
515 Rusk
Suite 3516
Houston, TX 77002
713-718-4661
Email: alicia.barcomb@usdoj.gov

Ha Minh Nguyen
Office of the United States Trustee
515 Rusk St
Ste 3516
Houston, TX 77002
202-590-7962
Email: ha.nguyen@usdoj.gov

Filing Date	#	Docket Text
04/15/2025	87 (2 pgs)	Notice of Appearance and Request for Notice Filed by Nancy H Hamren Filed by on behalf of Rexel USA, Inc. (Hamren, Nancy) (Entered: 04/15/2025)
04/15/2025	88 (2 pgs)	Notice of Appearance and Request for Notice Filed by Jessica Nicole Alt Filed by on behalf of LEAF Capital Funding, LLC (Alt, Jessica) (Entered: 04/15/2025)
04/15/2025	89 (70 pgs; 2 docs)	Notice *of Selection of Stalking Horse Purchaser*. (Related document(s):62 Order on Emergency Motion, Order on Motion To Sell) Filed by ENGlobal Corporation (Attachments: # 1 Exhibit A - Stalking Horse Agreement) (O'Connor, Ryan) (Entered: 04/15/2025)

04/18/2025	90 (2 pgs)	Notice *of Successful Bidder for Substantially All of the Debtors' Assets.* (Related document(s):62 Order on Emergency Motion, Order on Motion To Sell) Filed by ENGlobal Corporation (O'Connor, Ryan) (Entered: 04/18/2025)
04/18/2025	91 (2 pgs)	Objection *to Cure Amount (relates to Dkt. No. 73).* Filed by FMC Technologies, Inc. (Guffy, Elizabeth) (Entered: 04/18/2025)
04/21/2025	92 (4 pgs; 2 docs)	Certificate of No Objection *to Debtors' Application to Employ Okin Adams Bartlett Curry LLP as Counsel for the Debtors* (Filed By ENGlobal Corporation).(Related document(s):70 Application to Employ) (Attachments: # 1 Proposed Order) (O'Connor, Ryan) (Entered: 04/21/2025)
04/21/2025	93 (8 pgs; 2 docs)	Certificate of No Objection *to Debtors' Motion for Administrative Order Pursuant to Sections 105(a) and 331 of the Bankruptcy Code Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* (Filed By ENGlobal Corporation).(Related document(s):71 Generic Motion) (Attachments: # 1 Proposed Order) (O'Connor, Ryan) (Entered: 04/21/2025)
04/21/2025		*Notice of Time Change Only.* Hearing Time Reset by Request (Related document(s):62 Order on Emergency Motion, Order on Motion To Sell) Parties contacted the case manager. **Hearing scheduled for 4/25/2025 at 10:30 AM at telephone and video conference.** (tjl4) (Entered: 04/21/2025)
04/21/2025	94 (2 pgs)	Notice of Appearance and Request for Notice Filed by John Easter Filed by on behalf of U.S. Bank National Association d/b/a U.S. Bank Equipment Finance (Easter, John) (Entered: 04/21/2025)
04/21/2025	95 (13 pgs; 3 docs)	Objection *to Emergency Motion for (A) Entry of an Order (I) Approving Bidding Procedures; (II) Approving Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases; (III) Approving Stalking Horse Protections; (IV) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; and (V) Approving Form of Notice Thereof; (B) Entry of an Order After the Sale Hearing (I) Authorizing the Debtors to Sell Their Assets; and (II) Authorizing the Debtors to Assume and Assign Certain Executory Contracts and Unexpired Leases; and (C) Granting Related Relief [relates to Doc #54 & #62].* Filed by U.S. Bank National Association d/b/a U.S. Bank Equipment Finance (Attachments: # 1 Exhibit A # 2 Exhibit B) (Easter, John) (Entered: 04/21/2025)
04/21/2025	96 (6 pgs)	Order Approving Procedures for the Interim Compensation and Reimbursement of Expenses of Professionals (Related Doc # 71), Signed on 4/21/2025. (abm4) (Entered: 04/21/2025)
04/21/2025	97 (12 pgs; 4 docs)	Objection *to Emergency Motion for (A) Entry of an Order (I) Approving Bidding Procedures; (II) Approving Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases; (III) Approving Stalking Horse Protections; (IV) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; and (V) Approving Form of Notice Thereof; (B) Entry of an Order After the Sale Hearing (I) Authorizing the Debtors to Sell Their Assets; and (II) Authorizing the Debtors to Assume and Assign Certain Executory Contracts and Unexpired Leases; and (C) Granting Related Relief [relates to Doc #54 & #62].* Filed by LEAF

		Capital Funding, LLC (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Easter, John) (Entered: 04/21/2025)
04/21/2025	98 (2 pgs)	Order Authorizing the Employment and Retention of Okin Adams Bartlett Curry LLP as Counsel for the Debtors (Related Doc # 70), Signed on 4/21/2025. (abm4) (Entered: 04/21/2025)
04/21/2025	99 (6 pgs)	Objection *to Sale Motion*. Filed by Department Of Veterans Affairs ["VA"] (Ren, Shawn) (Entered: 04/21/2025)
04/21/2025	100 (4 pgs)	Joint Objection to Sale Filed by The Texas Taxing Authorities. (Related document(s):62 Order on Emergency Motion, Order on Motion To Sell, 89 Notice) (Grundemeier, Tara)Modified on 4/22/2025 (tjl4). (Entered: 04/21/2025)
04/23/2025	101 (2 pgs)	Witness List, Exhibit List (Filed By Gulf Island Fabrication, Inc.). (Related document(s):62 Order on Emergency Motion, Order on Motion To Sell) (Mintz, Mark) (Entered: 04/23/2025)
04/23/2025	102 (124 pgs; 6 docs)	Witness List (Filed By ENGlobal Corporation).(Related document(s):61 Courtroom Minutes, 62 Order on Emergency Motion, Order on Motion To Sell, 90 Notice) (Attachments: # 1 Exhibit # 1 # 2 Exhibit # 2 # 3 Exhibit # 3 # 4 Exhibit # 4 # 5 Exhibit # 5) (Oldham, John Thomas) (Entered: 04/23/2025)
04/23/2025	103	*Withdrawn* Affidavit Re: *of Christine Porter Regarding Notice of Filing Approved Forms of Bidding Procedures, Sale Notice and Cure Notice, Proposed Sale Notice, and Notice of Debtors Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases and Associated Cure Amounts*. (related document(s):73 Notice). Filed by Kroll Restructuring Administration LLC (Steele, Benjamin)Modified on 8/7/2025 (tjl4). (Entered: 04/23/2025)
04/23/2025	104 (9 pgs; 4 docs)	Witness List, Exhibit List (Filed By LEAF Capital Funding, LLC). (Related document(s):62 Order on Emergency Motion, Order on Motion To Sell) (Attachments: # 1 Exhibit LEAF-A # 2 Exhibit LEAF-B # 3 Exhibit LEAF-C) (Easter, John) (Entered: 04/23/2025)
04/23/2025	105 (10 pgs; 3 docs)	Witness List, Exhibit List (Filed By U.S. Bank National Association d/b/a U.S. Bank Equipment Finance).(Related document(s):62 Order on Emergency Motion, Order on Motion To Sell) (Attachments: # 1 Exhibit US-A # 2 Exhibit US-B) (Easter, John) (Entered: 04/23/2025)
04/23/2025	106 (130 pgs)	Schedule A/B: Property Non-Individual *for ENGlobal Corporation*, Schedule D Non-Individual- Creditors Having Claims Secured by Property *for ENGlobal Corporation*, Schedule E/F: Creditors Who Have Unsecured Claims Non-Individual *for ENGlobal Corporation*, Schedule G Non-Individual- Executory Contracts and Unexpired Leases *for ENGlobal Corporation*, Schedule H Non-Individual- Codebtors *for ENGlobal Corporation*, Statement of Financial Affairs for Non-Individual *for ENGlobal Corporation* (Filed By ENGlobal Corporation). (Oldham, John Thomas) (Entered: 04/23/2025)
04/23/2025	107 (152 pgs)	Schedule A/B: Property Non-Individual *for ENGlobal U.S., Inc.*, Schedule D Non-Individual- Creditors Having Claims Secured by Property *for ENGlobal U.S., Inc.*, Schedule E/F: Creditors Who Have Unsecured Claims Non-Individual *for ENGlobal U.S., Inc.*, Schedule G

		Non-Individual- Executory Contracts and Unexpired Leases *for ENGlobal U.S., Inc.*, Schedule H Non-Individual- Codebtors *for ENGlobal U.S., Inc.*, Statement of Financial Affairs for Non-Individual *for ENGlobal U.S., Inc.* (Filed By ENGlobal U.S., Inc.). (Oldham, John Thomas) (Entered: 04/23/2025)
04/23/2025	108 (71 pgs)	Schedule A/B: Property Non-Individual *for ENGlobal Government Services, Inc.*, Schedule D Non-Individual- Creditors Having Claims Secured by Property *for ENGlobal Government Services, Inc.*, Schedule E/F: Creditors Who Have Unsecured Claims Non-Individual *for ENGlobal Government Services, Inc.*, Schedule G Non-Individual- Executory Contracts and Unexpired Leases *for ENGlobal Government Services, Inc.*, Schedule H Non-Individual- Codebtors *for ENGlobal Government Services, Inc.*, Statement of Financial Affairs for Non-Individual *for ENGlobal Government Services, Inc.* (Filed By ENGlobal Government Services, Inc.). (Oldham, John Thomas) (Entered: 04/23/2025)
04/23/2025	109 (49 pgs)	Schedule A/B: Property Non-Individual *for ENGlobal Technologies, LLC*, Schedule D Non-Individual- Creditors Having Claims Secured by Property *for ENGlobal Technologies, LLC*, Schedule E/F: Creditors Who Have Unsecured Claims Non-Individual *for ENGlobal Technologies, LLC*, Schedule G Non-Individual- Executory Contracts and Unexpired Leases *for ENGlobal Technologies, LLC*, Schedule H Non-Individual- Codebtors *for ENGlobal Technologies, LLC*, Statement of Financial Affairs for Non-Individual *for ENGlobal Technologies, LLC* (Filed By ENGlobal Technologies, LLC). (Oldham, John Thomas) (Entered: 04/23/2025)
04/23/2025	110 (9 pgs)	BNC Certificate of Mailing. (Related document(s):96 Generic Order) No. of Notices: 4. Notice Date 04/23/2025. (Admin.) (Entered: 04/23/2025)
04/23/2025	111 (5 pgs)	BNC Certificate of Mailing. (Related document(s):98 Order on Application to Employ) No. of Notices: 4. Notice Date 04/23/2025. (Admin.) (Entered: 04/23/2025)
04/24/2025	112 (18 pgs; 5 docs)	Exhibit List (Filed By LEAF Capital Funding, LLC).(Related document(s):62 Order on Emergency Motion, Order on Motion To Sell) (Attachments: # 1 Exhibit LEAF-A # 2 Exhibit LEAF-B # 3 Exhibit LEAF-C # 4 Exhibit LEAF-D) (Easter, John) (Entered: 04/24/2025)
04/24/2025	113 (95 pgs)	Proposed Order RE: *Approving Asset Purchase Agreement and Authorizing the Sale of the Debtors' Assets* (Filed By ENGlobal Corporation).(Related document(s):54 Emergency Motion, Motion to Sell, 62 Order on Emergency Motion, Order on Motion To Sell) (Oldham, John Thomas) (Entered: 04/24/2025)
04/25/2025	114 (1 pg)	PDF with attached Audio File. Court Date & Time [4/25/2025 10:30:10 AM]. File Size [15254 KB]. Run Time [00:31:47]. (admin). (Entered: 04/25/2025)
04/25/2025	115 (1 pg)	PDF with attached Audio File. Court Date & Time [4/25/2025 11:16:05 AM]. File Size [1873 KB]. Run Time [00:03:54]. (admin). (Entered: 04/25/2025)

04/25/2025	116 (1 pg)	Courtroom Minutes. Time Hearing Held: 10:30 AM to 11:01 AM; 11:15 AM to 11:20 AM. Appearances: see log. Additional Appearances: John D. Baumgartner and Shawn Ren. Sworn and testified witness: John Baumgartner. Admitted Exhibits: ECF Nos. 102-1 through 102-5, 103. Argument heard on the record. Parties address issue with the language found in the proposed order. The Court approves of the sale. Once parties have finalized the language, they can upload the proposed order and notify the case manager. ERO: yes. (Related document(s):62 Order on Emergency Motion, Order on Motion To Sell) (abm4) (Entered: 04/25/2025)
04/25/2025	117 (95 pgs)	Proposed Order Submission After Hearing (Filed By ENGlobal Corporation).(Related document(s):54 Emergency Motion, Motion to Sell, 62 Order on Emergency Motion, Order on Motion To Sell, 116 Courtroom Minutes) (Oldham, John Thomas) (Entered: 04/25/2025)
04/25/2025	118 (95 pgs)	Order (I) Approving Asset Purchase Agreement and Authorizing the Sale of the Debtors' Assets Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (IV) Granting Related Relief, Signed on 4/25/2025 (Related document(s):54 Emergency Motion, Motion to Sell, 62 Order on Emergency Motion, Order on Motion To Sell) (tjl4) (Entered: 04/25/2025)
04/27/2025	119 (99 pgs)	BNC Certificate of Mailing. (Related document(s):118 Generic Order) No. of Notices: 7. Notice Date 04/27/2025. (Admin.) (Entered: 04/27/2025)
04/28/2025	120 (6 pgs)	Order Authorizing the Employment and Retention of (I) John D. Baumgartner as Chief Restructuring Officer; and (II) Getzler Henrich & Associates LLC as Financial Advisor for the Debtors (Related Doc # 76), Signed on 4/28/2025. (abm4) (Entered: 04/28/2025)
04/30/2025	121 (10 pgs)	BNC Certificate of Mailing. (Related document(s):120 Order on Application to Employ) No. of Notices: 7. Notice Date 04/30/2025. (Admin.) (Entered: 04/30/2025)

PACER Service Center

Transaction Receipt

10/23/2025 19:49:45

PACER Login:	georgeschneider	**Client Code:**	34561.0004
Description:	Docket Report	**Search Criteria:**	25-90083 Fil or Ent: filed From: 4/15/2025 To: 4/30/2025 Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included

Billable Pages:	5	**Cost:**	0.50

EXHIBIT "H"

Walsh, Thomas M.

From: Mintz, Mark <mmintz@joneswalker.com>
Sent: Friday, August 1, 2025 6:09 PM
To: Walsh, Thomas M.
Cc: Hearn, Curt; Beter, Brett; Greenberg, Olivia
Subject: RE: Englobal Corp - 25-90083

Thomas

Thank you for your patience. I have reviewed with the client and with the Debtor and I believe that I have the answers I need below.

To briefly answer your inquiry, yes, the Equipment Finance Agreement (the "EFA") with American Bank, N.A. ("American Bank") was assumed on June 16, 2025 as part of the transaction approved in the *In re ENGlobal Corporation, Inc., et al.*, Case No. 25-90083 (Bankr. S.D. Tex. Mar. 5, 2025) (the "Bankruptcy Case") filed by ENGlobal Corporation and three affiliates (collectively, the "Debtors"). As you are aware, our firm represents Gulf Island Fabrication, Inc. ("Gulf Island") who purchased the majority of the Debtors' assets through the Bankruptcy Case, as outlined below.

A. Executive Summary[1]

The Cure Notice, provided pursuant to the Bid Procedures, schedule the cure amount for the EFA as $0.00. The opportunity to object to the amounts provided in the Cure Notice was April 21, 2025 at 5:00 p.m. (prevailing Central Time). American Bank did not file an objection or otherwise exercise its rights to object to the cure amount and/or the assumption and assignment of the EFA to Gulf Island. Pursuant to the Bid Procedures, Sale Order, Amended Sale Order, Plan, and Confirmation Order, Gulf Island was assigned the EFA free and clear of any amounts outstanding prior to the Second Closing, which was June 16, 2025. Gulf Island, therefore, is not liable for the amounts referenced in your correspondence dated July 1, 2025. As outlined below, we do not believe that American Bank has any right to pursue Gulf Island.

B. The Bankruptcy Case and Sale

On March 24, 2025, the Bankruptcy Court entered the *Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All Assets, (II) Approving Procedures Related to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (III) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date, and (IV) Approving the Form and Manner of Notice Thereof* [Docket No. 62] ("Bid Procedures").

On March 31, 2025, the Debtors filed the *Notice of Filing Approved Forms of Bidding Procedures, Sale Notice, and Cure Notice* [Docket No. 73] ("Cure Notice") that provided, among other things, on **Schedule 1** the following:

Contract Counterparty	Cure Amount	Contract Description	Term / Expiration
American Bank Equipment Finance	$ -	Brake and Shear	3/9/2028

[Docket No. 73-3]. The deadline to object to any cure amount was 5:00 p.m. (prevailing Central Time) on April 21, 2025. [Docket No. 73-3 at 3]. The Cure Notice further provided:

If designated as an Assigned Contract by a Successful Bidder in an Asset Purchase Agreement with the Debtors, the assumption and assignment of any Assigned Contract and payment of any Cure Amount shall result in the full release and satisfaction of any claims or defaults, whether monetary or non-monetary, upon the consummation of the Sale with a Successful Bidder.

[Docket No. 73-3 at 3].

On April 25, 2025, the Court entered the *Order (I) Approving Asset Purchase Agreement and Authorizing the Sale of the Debtors' Assets Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [Docket No. 118] ("Sale Order"). The Sale Order provided:

No default exists in the Debtors' performance under the Assigned Contracts as of the Closing Date other than the failure to pay Cure Amounts or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code. The Buyer provided adequate assurance of future performance of and under the Assigned Contracts within the meanings of sections 365(b)(1)(C) and (f)(2)(B) of the Bankruptcy Code. Except for any Cure Amounts as to which an objection was filed, either as to the assumption and assignment of such agreement or as to the Cure Amounts relating thereto, and that remain pending as of the date of this Sale Order, all Cure Amounts are hereby found to be the sole amounts necessary to cure any and all defaults under the Assigned Contracts under section 365(b) of the Bankruptcy Code.

[Docket No. 118 at 10]. Moreover, the Sale Order approved the Asset Purchase Agreement dated as of April 15, 2025 by and among ENGlobal Corporation, ENGlobal U.S., Inc., ENGlobal Technologies, LLC, and Gulf Island Automation & Infrastructure, LLC (the "APA") that provided that "all accrued expenses and accounts payables for goods and services provided or obligations otherwise incurred by Seller or its Affiliates through the Effective Time" were "Excluded Liabilities". [Docket No. 118 at 46-47].

On May 27, 2025, the Court entered the *Order (I) Modifying Sale Order and Approving Amendment to Asset Purchase Agreement; (II) Approving Amendment to DIP Credit Agreement and Authorizing the Debtors to Obtain Supplemental Post-Petition Financing; and (III) Granting Related Relief* [Docket No. 131] ("Amended Sale Order") which, among other things, modified the Sale Order and authorized the Debtors and Gulf Island bifurcate the closing of the Sale transactions contemplated by the APA, as amended.

On June 13, 2025, the Court entered the *Order Confirming Joint Chapter 11 Plan* [Docket No. 156] (the "Confirmation Order") and confirmed the Debtors' *Joint Combined Chapter 11 Plan and Disclosure Statement* (the "Plan").[2]

As more fully described in the Plan, Disclosure Statement, and Amended Sale Order, (i) the First Closing with respect to those certain First Closing Assets and First Closing Assumed Liabilities (each as defined in the APA) occurred on May 19, 2025, and was effective as of May 12, 2025; and (ii) after entry of the Confirmation Order in accordance with the conditions precedent set forth in the APA, the Second Closing would be consummated simultaneously with the occurrence of the Effective Date of the Plan. The Effective Date of the Plan occurred on June 16, 2025 at 12:01 a.m. (prevailing Central Time). [Docket No. 164]. In accordance with the APA, Sale Order and Confirmation Order, the Second Closing for the Sale of those certain Second Closing Assets and Second Closing Assumed Liabilities (each as defined in the APA) occurred and became effective as of June 16, 2025 at 12:01 a.m. (prevailing Central Time).

C. Conclusion

Based on the information provided above, and pursuant to the orders of the Bankruptcy Court, the amounts outlined in your correspondence dated July 1, 2025 cannot be asserted against Gulf Island. American Bank did not

exercise its rights to object to its treatment in the Bankruptcy Case or dispute the cure amount pursuant to the Sale Order or the Amended Sale Order. American Bank, therefore, has waived its right to now object to the treatment of its claims pursuant to the confirmed Plan.

I am happy to discuss further as needed. Thank you and have a nice weekend.

Mark

Mark A. Mintz Partner
Jones Walker LLP
D: 504.582.8368
mmintz@joneswalker.com

From: Walsh, Thomas M. <TWalsh@csglaw.com>
Sent: Tuesday, July 29, 2025 7:49 PM
To: Mintz, Mark <mmintz@joneswalker.com>
Subject: [EXTERNAL] RE: Englobal Corp - 25-90083

Mark,

I would really appreciate a discussion with respect to the status of American Bank's equipment. We first spoke about this on July 10.

CSG law

THOMAS M. WALSH
Member
Chiesa Shahinian & Giantomasi PC

O 973.530.2096
twalsh@csglaw.com
105 Eisenhower Parkway Roseland, NJ 07068

csglaw.com

From: Walsh, Thomas M.
Sent: Thursday, July 24, 2025 4:32 PM
To: Mintz, Mark <mmintz@joneswalker.com>
Subject: RE: Englobal Corp - 25-90083

Mark,

Did you review? Can we jump on a call about this tomorrow?

CSG law

THOMAS M. WALSH
Member
Chiesa Shahinian & Giantomasi PC

EXHIBIT "I"

Walsh, Thomas M.

From: Greenberg, Olivia <ogreenberg@joneswalker.com>
Sent: Tuesday, August 5, 2025 12:23 PM
To: Walsh, Thomas M.
Cc: Hearn, Curt; Beter, Brett; Mintz, Mark
Subject: RE: Englobal Corp - 25-90083

Tom,

Thank you for speaking with me and clarifying American Bank's concerns. As mentioned below, the EFA was assumed on June 16, 2025. I will reach out to our client regarding post-assumption next steps and what may be the issue.

Thanks,

Olivia K. Greenberg Associate
Jones Walker LLP
D: 504.582.8302
ogreenberg@joneswalker.com

From: Mintz, Mark <mmintz@joneswalker.com>
Sent: Friday, August 1, 2025 5:09 PM
To: Walsh, Thomas M. <TWalsh@csglaw.com>
Cc: Hearn, Curt <chearn@joneswalker.com>; Beter, Brett <bbeter@joneswalker.com>; Greenberg, Olivia <ogreenberg@joneswalker.com>
Subject: RE: Englobal Corp - 25-90083

Thomas

Thank you for your patience. I have reviewed with the client and with the Debtor and I believe that I have the answers I need below.

To briefly answer your inquiry, yes, the Equipment Finance Agreement (the "EFA") with American Bank, N.A. ("American Bank") was assumed on June 16, 2025 as part of the transaction approved in the *In re ENGlobal Corporation, Inc., et al.*, Case No. 25-90083 (Bankr. S.D. Tex. Mar. 5, 2025) (the "Bankruptcy Case") filed by ENGlobal Corporation and three affiliates (collectively, the "Debtors"). As you are aware, our firm represents Gulf Island Fabrication, Inc. ("Gulf Island") who purchased the majority of the Debtors' assets through the Bankruptcy Case, as outlined below.

A. Executive Summary[1]

The Cure Notice, provided pursuant to the Bid Procedures, schedule the cure amount for the EFA as $0.00. The opportunity to object to the amounts provided in the Cure Notice was April 21, 2025 at 5:00 p.m. (prevailing Central Time). American Bank did not file an objection or otherwise exercise its rights to object to the cure amount and/or the assumption and assignment of the EFA to Gulf Island. Pursuant to the Bid Procedures, Sale Order, Amended Sale Order, Plan, and Confirmation Order, Gulf Island was assigned the EFA free and clear of any amounts outstanding prior to the Second Closing, which was June 16, 2025. Gulf Island, therefore, is not liable for the amounts referenced in your correspondence dated July 1, 2025. As outlined below, we do not believe that American Bank has any right to pursue Gulf Island.

EXHIBIT "J"

Walsh, Thomas M.

From: Greenberg, Olivia <ogreenberg@joneswalker.com>
Sent: Monday, August 25, 2025 5:25 PM
To: Walsh, Thomas M.
Cc: Hearn, Curt; Beter, Brett; Mintz, Mark
Subject: RE: Englobal Corp - 25-90083

Tom,

My preliminary understanding of the treatment of American Bank's claim in the Bankruptcy Case was not fully informed by the benefit of the final transaction documents, which demonstrated that American Bank's EFA was not assumed as part of the Sale. As I have gotten up to speed on the transaction and nature of American Bank's claim since our initial call, it is clear that the equipment was purchased by Gulf Island free and clear pursuant to section 363 of the Bankruptcy Code. Without giving legal advice to American Bank, the recourse for American Bank for any unpaid funds is against the bankruptcy estate and not Gulf Island.

Thanks,

Olivia K. Greenberg Associate
Jones Walker LLP
D: 504.582.8302
ogreenberg@joneswalker.com

From: Walsh, Thomas M. <TWalsh@csglaw.com>
Sent: Monday, August 25, 2025 1:54 PM
To: Greenberg, Olivia <ogreenberg@joneswalker.com>
Cc: Hearn, Curt <chearn@joneswalker.com>; Beter, Brett <bbeter@joneswalker.com>; Mintz, Mark <mmintz@joneswalker.com>
Subject: [EXTERNAL] RE: Englobal Corp - 25-90083

Olia,

I would really appreciate an update. I've reached out on several occasions via email and also left you a voicemail last week.

Please advise on status.

CSG law

THOMAS M. WALSH
Member
Chiesa Shahinian & Giantomasi PC

O 973.530.2096
twalsh@csglaw.com
105 Eisenhower Parkway Roseland, NJ 07068

csglaw.com

From: Walsh, Thomas M.
Sent: Monday, August 18, 2025 5:55 PM
To: Greenberg, Olivia <ogreenberg@joneswalker.com>

EXHIBIT "K"

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

In re:	§	
	§	**Case No. 25-90083**
ENGLOBAL CORPORATION, *et al.*,	§	
	§	**Chapter 11**
Debtors.[1]	§	
	§	**(Jointly Administered)**

NOTICE OF ASSUMED CONTRACTS AND REJECTED CONTRACTS
(Relates to ECF # 156)

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On March 5, 2025, ENGlobal Corporation, *et al.*, the above-captioned debtors (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Court").

2. After the Sale Hearing held on April 25, 2025, the Court entered its *Order (I) Approving Asset Purchase Agreement and Authorizing the Sale of the Debtors' Assets Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [ECF # 118] (the "Sale Order") which, among other things, authorized Debtors ENGlobal Corporation, ENGlobal U.S., and ENGlobal Technologies (collectively, the "Seller") to assume and assign certain Executory Contracts and Unexpired Leases to Buyer pursuant to sections 105(a) and 365 of the Bankruptcy Code in connection with the Sale to Buyer.

3. On June 13, 2025, the Court entered its *Order Confirming Joint Chapter 11 Plan* [ECF # 156] (the "Confirmation Order") and confirmed the Debtors' *Joint Combined Chapter 11 Plan and Disclosure Statement* (the "Plan"). A copy of the Plan is attached to, and incorporated in, the Confirmation Order.[2] Pursuant to the Plan and Confirmation Order, the Debtors were also authorized to assume or reject Executory Contracts and Unexpired Leases pursuant to section 365 of the Bankruptcy Code.

4. The Effective Date of the Plan occurred on June 16, 2025 at 12:01 a.m. (prevailing Central Time). *See* ECF # 164 (*Notice of Effective Date*).

---

[1] The debtors in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: ENGlobal Corporation (2261); ENGlobal U.S., Inc. (0616); ENGlobal Government Services, Inc. (0196); and ENGlobal Technologies LLC (1664).

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Confirmation Order.

5. In accordance with the Sale Order, the Debtors' list of all Executory Contracts and Unexpired Leases that were assumed by Seller and assigned to Buyer as Assigned Contracts pursuant to the APA is attached hereto as **Exhibit A**. *See* Confirmation Order, ¶ 58.

6. In accordance with the Confirmation Order, the Debtors' list of all Executory Contracts and Unexpired Leases that were assumed by Debtor ENGlobal Government Services, as the Reorganized Debtor, on the Effective Date of the Plan is attached hereto as **Exhibit B**.

7. In accordance with Article VI of the Plan, and except as otherwise expressly provided in the Plan or Confirmation Order, **all other Executory Contracts or Unexpired Leases** that existed between the Debtors and any other Person or Entity that have not previously been assumed or rejected by the Debtors pursuant to the Sale Order, Confirmation Order or any other Final Order of the Court are deemed **rejected as of the Effective Date**. A list of certain Executory Contracts and Unexpired Leases that are expressly rejected by the Debtors is attached hereto as **Exhibit C**.[3]

8. Pursuant to the Plan and Confirmation Order, all Proofs of Claim with respect to Claims arising from the rejection of those certain Executory Contracts and Unexpired Leases on the Effective Date must be filed with the Claims and Noticing Agent within thirty (30) calendar days of the Effective Date of the Plan. Accordingly, the deadline for filing such Proofs of Claim is **July 16, 2025**.

9. Any party who wishes to obtain a copy of the Confirmation Order, including the Plan attached thereto, may request an electronic copy by: (i) contacting counsel for the Debtors; or (ii) visiting the restructuring website maintained by the Debtors' Claims and Noticing Agent at: https://cases.ra.kroll.com/ENGlobal.

[*Remainder of Page Intentionally Left Blank*]

[3] For the avoidance of doubt, **Exhibit C** is a non-exhaustive list of rejected Executory Contracts and Unexpired Leases and is filed for informational and notice purposes only. No contract counterparty may rely on the absence of a specific Executory Contract or Unexpired Lease in **Exhibit C** as any indication that such Executory Contract or Unexpired Lease was assumed, or assumed and assigned, by the Debtors during the Chapter 11 Cases.

Respectfully submitted on the 20th day of June, 2025.

OKIN ADAMS BARTLETT CURRY LLP

By: */s/ Ryan A. O'Connor*

Christopher Adams
Texas Bar No. 24009857
Email: cadams@okinadams.com
Ryan A. O'Connor
Texas Bar No. 24098190
Email: roconnor@okinadams.com
John Thomas Oldham
Texas Bar No. 24075429
Email: joldham@okinadams.com
1113 Vine St., Suite 240
Houston, Texas 77002
Tel: 713.228.4100
Fax: 346.247.7158

ATTORNEYS FOR THE DEBTORS

CERTIFICATE OF SERVICE

I hereby certificate that on June 20, 2025, a true and correct copy of the foregoing Notice was served via the Court's CM/ECF system to all parties consenting to service through the same.

By: */s/ Ryan A. O'Connor*
Ryan A. O'Connor

Exhibit A
ENGlobal Corporation, *et al*.
Assigned Contracts

Conrtract Counterparty	Contract Description	Business Line
Air Liquide Global E&C Solutions France	LH2 Woodside, OK Analyzer Shelters	Automation
BP Products North America Inc.	Anvil BP Calciner Hearth Overpressure Project DCS Building	Automation
Chevron	Port Arthur Lubricants	Engineering
CVR	2025 Reliability Support	Engineering
DCP Midstream	Chitwood Compressor Foundation	Engineering
Evonik Corporation	ENG Services - Debbie Morris	Automation
Evonik Corporation	ENG Services- Bobby Farrell	Automation
ExxonMobil Guyana Limited	Liza-Destiny FPSO 2024	Automation
ExxonMobil Oil Corp- Mktg & Ref US	South Houston LRU Programming	Automation
ExxonMobil Pipeline Company LLC	Turbine Programming Project	Automation
ExxonMobil Pipeline Company LLC	MB PLC Communication Upgrade	Automation
ExxonMobil Pipeline Company LLC	Pasadena PLC Service Order 2024	Automation
ExxonMobil Pipeline Company LLC	San Antonio PLC Support 2024 (Blanket)	Automation
ExxonMobil Pipeline Company LLC	Irving Ware-Field Support	Automation
ExxonMobil Pipeline Company LLC	Fannett SS Drafting Services	Automation
ExxonMobil Pipeline Company LLC	Baytown Products 3 PLC Programming	Automation
ExxonMobil Pipeline Company LLC	2025 Products PLC Support	Automation
ExxonMobil Pipeline Company LLC	2025 San Antonio PLC Support	Automation
ExxonMobil Pipeline Company LLC	3-Valve Site	Automation
ExxonMobil Pipeline Company LLC	Irving Wonderware Software Upgrade to PanelView	Automation
ExxonMobil Pipeline Company LLC	Baytown Products 3 Controls Upgrade	Automation
ExxonMobil Pipeline Company LLC	OCC Pipeline Controller-Albert Maxie 2024	Automation
ExxonMobil Pipeline Company LLC	SCADA OCC Support Personnel 2024	Automation
ExxonMobil Pipeline Company LLC	SCADA OCC Support Personnel 2025	Automation
ExxonMobil Pipeline Company LLC	2025 OCC Pipeline Controller-Albert Maxie	Automation
ExxonMobil Production Company	Julia UMCS Support Services 2024	Automation
ExxonMobil Production Company	Julia UMCS Spare Parts	Automation
ExxonMobil Refining & Marketing	NHT Expansion Project	Automation
Fusion Industries LLC	Duncan 30 MW Substation Control Panels	Automation
Fusion Industries LLC	Duncan Control Building	Automation
Fusion Industries LLC	Tuco Control Building	Automation
Fusion Industries LLC	Vail Breaker Control Building	Automation
Fusion Industries LLC	Jigawatt 30 MW Substation Control Building	Automation
Fusion Industries LLC	Jigawatt 30 MW Substation Control Panels	Automation
Fusion Industries LLC	Denton SWYD Control Building	Automation
Fusion Industries LLC	Breck Control Building	Automation
Fusion Industries LLC	Bifrost Mining PH2	Engineering
Fusion Industries LLC	Sangha Genesis	Engineering
Fusion Industries LLC	Denton Electrical Design Support	Engineering
Holt Texas Ltd.	UT Southwestern - Peaking Plant Uria System CEMS Replacement	Automation
INEOS Phenol	Draftsman Support- Polly Howard 2025	Automation
Lubrizol Advanced Materials	PLC Support Services Deer Park 2024	Automation
Lubrizol Advanced Materials	2025 Deer Park PLC Support Services	Automation
Lubrizol Advanced Materials	I/O Cards	Automation
Multi-Chem Group, Inc.	Halliburton - Flare Calorimeter System Maintenance Agreement	Automation
ONEOK Partners Intermediate Limited Partnership	2025 - I&E Support	Engineering
ParPal LLC	Fan Installation Project E-House	Automation
ParPal LLC	Various Engineering & WIP Surface Electrical	Engineering
Phillips 66	D-2600 Fuel Gas H2S BTU Analyzer Shelter	Automation
Phillips 66	D 3662 Excel Fuel Gas and Flare Gas Analyzers	Automation
Phillips 66	Westlake Refinery CEMS Shelter H-3804	Automation
Phillips 66	Westlake Heaters 3001 & 3002 CEMS PLC ENG Services	Automation
Phillips 66	Westlake Excel Mass Spec & Atom Analyzers	Automation
Phillips 66	ENG DAS System Service Support 2025	Automation
Phillips 66	KC Ethanol Expansion	Engineering
Phillips 66	ESTL Construction Engineering Support	Engineering

Conrtract Counterparty	Contract Description	Business Line
Phillips 66	Sherhan On Site Support	Engineering
Phillips 66	Sample Pot PIDs	Engineering
Phillips 66	Ponca Tank CushPo Surge Mitigation	Engineering
Phillips 66	Richmond Rail Offload Hydraulic Study	Engineering
The Lubrizol Corporation US	156 Startup Heater PLC Rewrite	Automation
Universal Ensco, Inc.	Fiber Optic Panel for BS-101	Automation
Worley Group, Inc.	Worley-DAC-1 Critical Panel FITNIR Analyzer System	Automation
Worley Group, Inc.	Worley- DAC-1 (Direct Air Capture) Air Contractor Cell Analy	Automation

License Agreements

License Agreement Name	Quote	Item Number/Description	Start Date	End Date	P.O. Number	Contract Number	Quantity	Cure Cost	File Name
Hexagon / Intergraph Softwares									
CADWorx Plant Pro Suite (Structural, PID, Equipment, Plant)								$9,994.66	
CADWorx Plant Professional CX v23	118478	SQBY018AV-2300A, 00014940402710	4/1/2024	3/31/2025			20		2024-2025_118478 - ENGLOBAL SIGNED QUOTE
CADWorx Plant Professional CX v23	124137	SQBY018AV-2300A, 00014940402710	4/1/2025	3/31/2026			20		2025-2026_124137 - ENGLOBAL QUOTE
SW Maintenance		SQBY018AV-2300A, 00014940402710	4/1/2024	3/31/2025	SC118478		20		2024-2025 Hexagon Invoice - PO SC118478
Caesar II CX v13	113999	SQBY001AV-1300A, 00442558402617	9/1/2023	8/31/2024			3	$0	2023-2024_113999 - ENGLOBAL SIGNED QUOTE
PV Elite CX v25	113999	SQBY006AV-2500A, 00291631402678	9/1/2023	8/31/2024			1	$0	2023-2024_113999 - ENGLOBAL SIGNED QUOTE
Smart Instrumentation CS (Software & Maintenance)	Q-00101977	SEBY453					1	$0	SI purchase_ Englobal US Inc_2021-08-10 90999930-0180 - Hexagon
Leica/Hexagon Softwares									
Cyclone - Workflow		Cyclone WORKFLOW CCp 2yr (6012197) (Cyclone WORKFLOW Permanent, Entitlement ID 00109-74547-00036-22360-7FE70)	1/19/2023	1/18/2025	49214	40522570	1	$0	Contract Form - US - 40522570
Cyclone - Register 360 Plus CCP		Cyclone REGISTER 360 Plus CCP 2yr (6018135) (Cyclone REGISTER 360 PLUS Permanent, Entitlement ID: 00109-74546-00036-22360-83853)	1/19/2023	1/18/2025	49214	40522570	1	$0	Contract Form - US - 40522570

Exhibit B
ENGlobal Government Services, Inc.
Assumed Contracts

Conrtract Counterparty	Contract Description	Business Line
City of Tulsa (Water Department)	City of Tulsa Maintenance	Government
City of Tempe (Municipal Public Works Department)	City of Tempe Maintenance	Government
Department of Defense	Point Loma	Government
Department of Defense	SP 4702-19-D-0005 IDIQ for Automated Fuel System Installation	Government
Department of Defense	SP 4706-24-D-0003 IDIQ for Automated Fuel System Installation	Government
Department of Defense	ATG-R	Government
Tulsa Public Schools	Tulsa Public Schools Maintenance	Government
U.S. Army Corp of Engineers	Hydroelectric Facility Upgrade Program	Government

Exhibit C

ENGlobal Corporation, *et al*.
Rejected Contracts

Conrtract Counterparty	Project Number	Contract Description	Business Line
Adobe		Adobe Acrobat Licenses	Engineering (Software)
Advance Research Chemicals, Inc.	13-343047		Government
Air Liquide Electronics U.S. LP	21-343079	Electric 302 Vaporizers Low Temp Shutdown	Automation
Air Liquide Global E&C Solutions US Inc.	21-343043	Plaquemines Shelter Start Up & Commissioning Ser	Automation
Baker Consulting Group Inc.	10-180005	Fertilizer Tank Farm Containment	Engineering
Benchmark Estimating Software		Estimating Software Cloud Solution Professional Edition	Engineering (Software)
Broadcom		VMware, Virtual servers infrastructure	Engineering (Software)
CDW Direct		Microsoft Project	Engineering (Software)
CDW Direct		Microsoft Office 365	Engineering (Software)
CDW Direct		Microsoft Visio	Engineering (Software)
CDW Direct		Microsoft Office 365	Engineering (Software)
CDW Direct		Microsoft Power BI (Business Intelligence)	Engineering (Software)
CDW Direct		Microsoft Project	Engineering (Software)
CDW Direct		Microsoft Teams Audio Conferencing	Engineering (Software)
CDW Direct		Microsoft Project	Engineering (Software)
Chevron Products Co.	10-160256	Chevron Arcadia Drive Way	Engineering
Computer Sciences Corporation		Dynamics SL, ERP System	Engineering (Software)
Computer Sciences Corporation		Reqlogic, Workflow for Procurement and Expenses	Engineering (Software)
CVR Refining WYN, LLC	12-143010	2024 Reliability Support	Engineering
Daylight Petroleum	13-133055		Government
Daylight Petroleum	13-133064		Government
Daylight Petroleum	13-133066		Government
DCP Midstream	12-133109	DCP Midstream(P66) National Helium Pipe Rack	Engineering
Delek Refining Ltd.	12-143040	Flare PSV Support	Engineering
DellTek		Bidding Software	Engineering (Software)
Federal Compass		Bidding Software	Engineering (Software)
Fibertown		External Backup Recovery Site	Engineering (Software)
FMC Technologies		Office Lease (Katy Freeway)	Corporate
Fusion Industries LLC	10-143065	Duncan 30 MW	Engineering
Fusion Industries LLC	10-143066	Vail Breaker Station	Engineering
Fusion Industries LLC	10-143081	Wheeler Gulch - Line Relaying	Engineering
Fusion Industries LLC	10-143085	Tuco Substation Civil	Engineering
GoDaddy		Company Website Hosting	Engineering (Software)
Hexagon		CloudWorx, Reality Capture Data Plugins	Engineering (Software)
HF Sinclair Tulsa Refining LLC	12-143022	HF Sinclair - 2024 Annual - Capital T & M	Engineering
Honeywell		Process Simulation Software	Engineering (Software)
HP		HP Printers	Engineering (Software)
In-House		DocWorks, Document Control Management System	Engineering (Software)
INEOS Phenol	21-443005	Draftsman Support - Polly Howard 2024	Automation
Insight Direct		Trend Micro, Cybersecurity Solution	Engineering (Software)
Insight Direct		Network Firewalls Support	Engineering (Software)
Insight Direct		Microsoft Teams Phone Plan	Engineering (Software)
Leica Geosystems Inc.		RTC 360, 3D Laser Scanning	Engineering (Software)
Leica Geosystems Inc.		CloudWorx AutoCAD Pro Subscription (1 yr)	Engineering (Software)
Leica Geosystems Inc.		CloudWorx Navisworks Subscription (1 yr)	Engineering (Software)
Lotte Chemical Louisiana LLC	21-333111	LACC Vent Master Header	Automation
Microsft		Microsoft Teams Audio Conferencing	Engineering (Software)
Microsft		Dynamics 365 Sales Enterprise (CRM)	Engineering (Software)
MLC CAD Systems		SolidWorks, 3D CAD Engineering Software	Engineering (Software)
Muncie Power Products	13-133114		Government
Muncie Power Products	13-343053		Government
Muncie Power Products	13-343057		Government
Muncie Power Products	13-343082		Government
Network Solutions		ENGlobal Domain Name Registration	Engineering (Software)
ONEOK Gas Transportation LLC	12-133091	Salt Creek Coolers	Engineering
ONEOK Gas Transportation LLC	12-443013	2024 - I & E SUPPORT	Engineering
OQ Chemicals Corporation	10-153011	Reactor Packing Support	Engineering
OQ Chemicals Corporation	10-153014	R13 Packing Detail Drawings	Engineering
Oral Roberts University		Office Lease (Tulsa)	Corporate
PairSoft		Papersave, Document Management, Workflow Automation, OCR Solution	Engineering (Software)
Paycom		Payroll Processing	Engineering (Software)
Performance Contractor's Inc.	21-333059	KBR- Performance XOM BPO-XH Furnace	Automation
Phillips 66	10-143063	Sherhan Field Engineering	Engineering
Phillips 66	10-153010	Sherhan Startup Operating Procedures	Engineering
Phillips 66	12-133026	Hartford Terminal Dispersion Modeling	Engineering
Phillips 66	12-133089	East St Louis Electrical Upgrade	Engineering
Phillips 66	12-143041	Tank 630 Blend Pump	Engineering

Conrtract Counterparty	Project Number	Contract Description	Business Line
Progress Rail Services Corporation	13-143056		Government
Regional Procurement Office West (RPOW)	13-343080		Government
Reladyne Reliability Services	21-333120	Pressurized Thermojet Siemens Machine PLC	Automation
Relevant Industrial LLC	21-343061	Drive Enclosure - SILA Worley	Automation
Rockwell Automation		Rockwell Automation Solutions	Engineering (Software)
Schneider Electric		PLC Programming Software	Engineering (Software)
SK Global Software		Ebanking. ACH Payments	Engineering (Software)
SuperOps		SuperOps RMM, Network Monitoring	Engineering (Software)
Targa Downstream LLC - HAA	24-133067	Targa Well 17 Brine Storage Engineering - Design	Engineering
TCP Software		TimeClock Plus, Time Management	Engineering (Software)
Team D3		BlueBeam, Engineering PDF Documents Manager	Engineering (Software)
Team D3		AutoCAD	Engineering (Software)
The Dow Chemical Company	21-333072	DOW - Ethelyne Unit ENGWebDAS2K Upgrade	Automation
The Dow Chemical Company	21-333113	DOW SRO - Powerhouse Unit ENGDAS Service Upgrade	Automation
The Dow Chemical Company	21-343084	DOW SRO - ENG DAS Site Support Services (Day Rate)	Automation
Valero Ardmore Refinery	12-143054	Opactiy Line Replacement TK-149 & 150	Engineering
Veeam		Veeam Backup Utility	Engineering (Software)
Zoho Corporation		Help Desk Support System	Engineering (Software)

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

In re:	
ENGLOBAL CORPORATION, *et al.*,[1]	Chapter 11
Debtors.	Case No. 25-90083
	Jointly Administered

ORDER GRANTING AMERICAN BANK, N.A.'S MOTION TO COMPEL COMPLIANCE WITH THE SALE MOTION, ASSET PURCHASE AGREEMENT, PLAN OF REORGANIZATION, AND RELATED PLEADINGS FILED BY GULF ISLAND FABRICATION, INC. AND/OR THE DEBTORS BY IMMEDIATELY RETURNING AND/OR COMPENSATING AMERICAN BANK, N.A. FOR ITS EQUIPMENT

Upon consideration of the *Motion to Compel Compliance With the Sale Motion, Asset Purchase Agreement, Plan of Reorganization, and Related Pleadings Filed by Gulf Island Fabrication, Inc., the Purchaser of the Majority of the Debtors' Assets, and/or the Debtors, by Immediately Returning and/or Compensating American Bank for its Equipment* (the "Motion")[2], filed by American Bank, N.A. ("American Bank"); 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 proceedings pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue

[1] The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: ENGlobal Corporation (2261); ENGlobal U.S., Inc. (0616); ENGlobal Government Services, Inc. (0196); and ENGlobal Technologies LLC (1664). The debtors' service address is: 11740 Katy Fwy., Ste. 350, Houston, Texas 77079.

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

of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1408 and 1409; and this Court having found that the notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED in its entirety, as set forth herein.

2. The Agreement is deemed rejected.

3. Gulf Island is compelled to immediately make the Equipment available for recovery by the Plaintiff.

4. Gulf Island is ordered to pay the Plaintiff for Gulf Island's use of the Equipment from the date of rejection of the Agreement, June 20, 2025, to present, within five (5) business days after the entry of this order.

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

Dated: _____, 2025

ALFREDO R. PEREZ
UNITED STATES BANKRUPTCY JUDGE