

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
WELDED CONSTRUCTION, L.P., <u>et al.</u> , ¹)	Case No. 18-12378 (KG)
)	
Debtors.)	(Jointly Administered)
)	
)	Objections Due: April 19, 2019 at 4:00 p.m. EST
)	Hearing Date: April 26, 2019 at 2:00 p.m. EST
)	

**MOTION OF SCHMID PIPELINE CONSTRUCTION, INC. FOR RELIEF FROM THE
AUTOMATIC STAY**

Schmid Pipeline Construction, Inc. ("Schmid Pipeline"), by and through its undersigned counsel, hereby submits its motion (the "Motion") for relief from the automatic stay pursuant to section 362(d)(1) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). In support of the Motion, Schmid Pipeline respectfully states the following:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334. The statutory predicate for the relief sought in the Motion is Bankruptcy Code section 362(d)(1).
2. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

3. On October 22, 2018 (the "Petition Date"), Welded Construction, L.P. (the "Debtor") and its affiliated debtors filed petitions for relief under chapter 11 of the Bankruptcy Code.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Welded Construction, L.P. (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtors is 26933 Eckel Road, Perrysburg, OH 43551.



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4. Prior to the petition date, the Debtor, as general contractor, entered into a construction subcontract with Schmid Pipeline for services to be performed regarding the Columbia Gas Mountaineer Express Pipeline Project (the “Project”) for Columbia Gas Transmission, LLC (“Columbia”) located in the county of Wetzel, in the state of West Virginia. A true copy of the agreement is attached hereto as Exhibit A (the “Contract”).

5. The last date that Schmid Pipeline performed work on the Project was October 19, 2018.

6. On January 14, 2019, Schmid Pipeline executed a mechanic’s lien for an unpaid amount of \$2,361,914 in connection with worked it performed on the Project (the “Mechanic’s Lien”). Notice of the Mechanic’s Lien was provided to Columbia on January 18, 2019 (the “Notice”). Service of the Notice occurred on January 18, 2019. True copies of the confirmation of service and the Notice are attached hereto as Exhibit B.

7. The Notice informed Columbia that Schmid Pipeline claimed a lien upon Columbia’s interest in the lot or tract of land where the Project took place, to secure payment of the sum owed by the Debtor to Schmid Pipeline.

8. On February 18, 2019, Schmid Pipeline filed a proof of claim in the United States Bankruptcy Court for the District of Delaware, pursuant to Bankruptcy Code section 503, in the amount of \$3,916,199, which included the work Schmid Pipeline performed on the Project that is the subject of this motion, and another matter which has since been resolved. A true copy of the proof of claim is attached hereto as Exhibit C (the “Proof of Claim”).

9. Schmid Pipeline now seeks to enforce and/or foreclose its Mechanic’s Lien rights and remedies, including, but not limited to, commencing and pursuing to completion an action with respect to the Project.

RELIEF REQUESTED

10. Schmid Pipeline requests that the Court grant it relief from the automatic stay of Bankruptcy Code section 362(a) to commence any action, and name the Debtor as a defendant, to enforce and/or foreclose Schmid Pipeline's Mechanic's Lien rights and remedies.

11. Bankruptcy Code section 362(d)(1) provides that the Court may enter an order granting a creditor relief from the automatic stay upon a showing of "cause." "Section 362(d)(1) of the Bankruptcy Code does not define 'cause' leaving the court to consider what constitutes cause based upon a totality of the circumstances in each particular case." Baldino v. Wilson (In re Wilson), 116 F.3d 87, 90 (3d Cir. 1997) (citations omitted).

12. Cause may be established by a single factor such as "a desire to permit an action to proceed in another tribunal," or "lack of any connection with or interference with the pending bankruptcy case." Izzarelli v. Rexene Prods. Co. (In re Rexene Prods. Co.), 141 B.R. 574, 576 (Bankr. D. Del. 1992) (quoting H.R. Rep. No. 95-595, 95th Cong., 1st Sess., 343-344 (1977)).

13. This Court, in In re Rexene Prods., 141 B.R. at 574, identified a three-part test for determining whether "cause" exists. Under Rexene, the Court is to examine whether:

- (i) the estate or the debtor will be greatly prejudiced by continuation of litigation in another court;
- (ii) the hardship arising from denial of stay relief to the party seeking it considerably outweighs the hardship to the debtor; and
- (iii) the movant has a probability of prevailing on the merits.

Id. at 576.

14. Relief from the automatic stay has been granted to enforce a valid mechanic's lien when doing so would not prejudice the debtor's estate. See In re Ware Window Co., 2003 WL 21486015 (E.D. Pa. July 28, 2003).

A. The Debtor Will Not Be Prejudiced Or Suffer Hardship

15. The Debtor will not be prejudiced by entry of an order granting the relief requested in this Motion. See id. at *4; In re 360 Networks (USA) Inc., 282 B.R. 756, 765 (Bankr. S.D.N.Y. 2001); In re Petroleum Piping Contractors, Inc., 211 B.R. 290, 309 (Bankr. N.D. Ind. 1997). Schmid Pipeline seeks to enforce and/or foreclose its Mechanic's Lien rights and remedies with respect to the Project and will not take any action against property of the Debtor's estate absent a further order from this Court or the expiration of the stay under the Bankruptcy Code.

16. The Debtor will be named as a defendant in the lien action because, under West Virginia law, when a subcontractor commences an action to enforce a mechanic's lien, it must name the general contractor as a defendant. See, e.g., Augir v. Warder, 68 W. Va. 752, 70 S.E. 719 (1909); Huntington Plumbing & Supply Co. v. McGuffin, 75 W. Va. 78, 83 S.E. 194 (1914). Naming the Debtor as a defendant will not prejudice the Debtor because doing so will not affect property of the Debtor's estate.

B. Schmid Pipeline Will Suffer Hardship if Relief from the Automatic Stay is Not Granted

17. If Schmid Pipeline is not permitted to pursue its Mechanic's Lien action, it will continue to suffer the hardship of not being compensated for the substantial sum of money owed to it for work performed under the Contract. Schmid Pipeline provided extensive services to the Debtor and Columbia Gas with the expectation that it would be compensated. It therefore should be permitted to pursue its Mechanic's Lien action.

18. Moreover, the statute of limitations for Schmid Pipeline to file a mechanic's lien action under West Virginia law expires on July 18, 2019. If Schmid Pipeline is unable to file its Mechanic's Lien action by that time, Schmid Pipeline will suffer additional and irreparable hardship.

19. As explained above, the Debtor will not suffer any hardship by granting this Motion, because Schmid Pipeline will not take action against property of the Debtor's estate absent a further order from this Court or the expiration of the stay under the Bankruptcy Code. However, the hardship Schmid Pipeline will suffer will be significant if denied relief from the stay.

20. In addition, Schmid Pipeline submits that West Virginia state court is the more appropriate forum to determine any issues surrounding the Mechanic's Lien, and Schmid Pipeline's claims must eventually be liquidated before it would be able to recover from the Debtor's bankruptcy estate in any event. Accordingly, the balance of the harms weighs significantly in favor of granting the relief requested herein.

B. Schmid Pipeline Will Succeed On The Merits

21. To determine if a party is likely to prevail on the merits, courts have held that "[t]he required showing is very slight." In re Rexene Prods. Co., 141 B.R. at 578; see also In re Downey Fin. Corp., 428 B.R. 595, 610 (Bankr. D. Del. 2010) ("Even a slight probability of success on the merits may be sufficient to warrant stay relief in an appropriate case.") (quoting In re The SCO Group, Inc., 395 B.R. 852, 859 (Bankr. D. Del. 2007)).

22. Schmid Pipeline has filed a Proof of Claim, executed the Mechanic's Lien, and provided Notice of the Mechanic's Lien.

23. Schmid Pipeline is likely to prevail on the merits because Schmid Pipeline performed services under the Contract, for which it has yet to be paid, and has filed its Notice of Mechanic's Lien entitling it to prosecute a Mechanic's Lien action for compensation for its unpaid invoices.

24. Accordingly, Schmid Pipeline seeks relief from the automatic stay under Bankruptcy Code section 362(d)(1) for the purposes set forth above.

25. Schmid Pipeline further requests a waiver of the stay under Federal Rule of Bankruptcy Procedure 4001(a)(3) and that the order granting the relief requested in this Motion be effective immediately upon entry.

CONCLUSION

WHEREFORE, Schmid Pipeline respectfully request that the Court enter an Order (a) granting relief from the automatic stay to permit Schmid Pipeline to commence any action and name the Debtor as a defendant to enforce and/or foreclose Schmid Pipeline's Mechanic's Lien rights and remedies with respect to the Project, as requested above; (b) waiving the stay of Federal Rule of Bankruptcy Procedure 4001(a)(3); and (c) granting such other and further relief as is just and proper.

Dated: April 10, 2019

FOX ROTHSCHILD LLP

/s/ Thomas M. Horan

Thomas M. Horan (DE Bar No. 4641)

Katelyn M. Crawford (DE Bar No. 6591)

919 N. Market St., Suite 300

Wilmington, DE 19801

Telephone: (302) 480-9412

Email: thoran@foxrothschild.com

Email: kcrawford@foxrothschild.com

Counsel to Schmid Pipeline Construction, Inc.

EXHIBIT A

WELDED CONSTRUCTION SUBCONTRACT
Subcontract No. 2018-01-14

August 6, 2018

RE: Columbia Gas (TransCanada)
Mountain Xpress – Marshall & Wetzel Counties W VA



CONSTRUCTION SUBCONTRACT

Subcontract Number: **2018-01-14**

Subcontractor: Schmid Pipeline Construction, Inc.
Address: 850 Mallard Drive, Mayville, WI 53050

Contact: Lonnie Skadsem, (920) 387-9997 (lskadsem@schmid-pci.com)

Work Locations: Marshall and Wetzel Counties, WV

Yard Address: 1591 Wheeling Avenue, Glen Dale, WV 26038

This subcontract is effective as of the 6th day of August 2018, by and between **Welded Construction, L.P.**, a Delaware Limited Partnership (CONTRACTOR) and the above-named SUBCONTRACTOR (the "Parties"). The Parties hereby agree that all Work specified below shall be performed by the SUBCONTRACTOR understanding that CONTRACTOR is committed to safety, health and the protection of the environment as core values reflected in all aspects of its operations. SUBCONTRACTOR shall perform all activities in accordance with these principles and all provisions of this Subcontract Agreement that consisting of this Subcontract Agreement, the following documents and the attachments, appendices, drawings, specifications, documents and exhibits specified therein and hereby incorporated herein (Subcontract):

Subcontract Form of Agreement

Exhibit "A" – Labor and Equipment Rates – Extra Work

Exhibit "B" – Administrative Forms

Exhibit "C" – Insurance Requirements

Exhibit "D" – Additional Insured

Exhibit "E" – Baseline Schedule

Exhibit "F" – Subcontractor Pricing and Terms, Conditions, & Exclusions

Exhibit "G" – General Terms & Conditions (**SCHMID (Welded) – REVISED EXHIBIT G to Columbia Gas Subcontract 2018-01-14 (August 4, 2018)**)

Exhibit "H" – Safety Requirements

Exhibit "I" – Columbia Pipeline Group Environmental Construction Standards – West Virginia; Rev. Feb. 2018

Exhibit "J" – Columbia Pipeline Group Pipeline Construction Standard CS.220.001 (6/21/2016)

Exhibit "K" – Minimum Requirements for Pipeline Construction In Close Proximity To High Voltage A.C. Overhead Electric Power Lines (Procedure No. 70.002.055)

Exhibit "L" – Steep Slope Procedures (Welded and TransCanada)

A. **WORK TO BE PERFORMED (Work):** Except as specified elsewhere in the subcontract, SUBCONTRACTOR shall furnish union labor; tools; equipment; transportation (other than stipulated in this article); supervision; in order to satisfactorily perform the following:

- Subcontractor will provide Placement of One Call herein for its work on the Mountaineer Express Pipeline project.
- Subcontractor shall mechanically excavate and expose pipeline in tie-in areas.
- Subcontractor shall lay pipe and line up weld
- Subcontractor shall coat pipe
- Subcontractor shall backfill and pad pipeline
- Subcontractor shall comply with all OSHA Standards and all applicable State and Local Laws and Regulations.
- In the event Company/Contractor identifies any property corners or line monuments, or government benchmarks that are to be protected. Subcontractor shall reimburse contractor for any expenses incurred by Contractor in relocating or replacing same which have been damaged or destroyed by

A handwritten signature in blue ink, located in the bottom right corner of the page.

Subcontractor, its agents, or employees.

- Care should be taken to avoid spills and other types of pollution while work is being performed in streams and other bodies of water and in their immediate drainage areas.
- Where navigable rivers or other streams under the jurisdiction of any governmental agency are crossed, construction shall conform to any code, specifications or special requirement of such agencies.
- Project requires hard hats in compliance with ANSI Z89.1 type II with side impact protection.
- Subcontractor shall provide daily reports to Contractor by 10 am for the previous day's work.
- Subcontractor shall attend progress meetings as required throughout the term of this agreement.

See attached Exhibit F (Subcontractor's Pricing and Terms, Conditions & Exclusions) for additional details, assumptions and exclusions.

The Work is a portion of the goods and services to be provided by CONTRACTOR to Columbia Gas Transmission, LLC (OWNER) for Spread 1 of the Mountaineer Express Pipeline Project in Marshall and Wetzel Counties in West Virginia.

- B. **SCHEDULE:** The Work shall be performed starting on August 6, 2018 with an estimated completion date of October 10, 2018,

Subcontractor will work ten (10) hours a day, six (6) days a week starting on Monday - Saturday. Any time hours worked outside of these parameters must be pre-approved by the Contractor's Project Superintendent and Project Manager.

- C. **COMPENSATION:** As full consideration for the satisfactory performance by SUBCONTRACTOR of this subcontract, CONTRACTOR shall pay to SUBCONTRACTOR compensation in accordance with the prices set forth in Exhibit "F" and with the payment provisions of this subcontract terms and conditions (Exhibit G). The total estimated total value of this subcontract is \$1,403,220.00.
- D. **EXHIBIT F – Subcontractor's Pricing and Terms, Conditions, & Exclusions** are attached as Exhibit F and are considered incorporated as part of this subcontract, herein by this reference for clarifications and assumptions of the work to be performed.

This subcontract embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

CONTRACTOR:

Welded Construction, L.P.

SUBCONTRACTOR:

Schmid Pipeline Construction Co.

Authorized
Signature:

Print Name: Mett S. Carroll

Print Title: Project Manager

Authorized
Signature:

Print Name: Joel L. Lakin

Print Title: Vice President & Director

(Federal Tax Payer (T.D. Number))



**EXHIBIT B
ADMINISTRATIVE FORMS**

As it Pertains to Project	Columbia Gas Transmission Mountaineer Xpress, Spread 1	Subcontract Number	2018-01-14
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Attached to and forming part of the above-referenced Subcontract between Contractor and Subcontractor, the following are incorporated into this Exhibit and must be utilized for this Subcontract:

- B-1 Contractor Change Directive**
- B-2 Subcontractor Requested Change**
- B-3 Subcontractor Release for Interim Payment**
- B-4 Subcontractor Release for Final Payment**
- B-5 Request for Information (RFI)**

**Exhibit B-1: Contractor Change Directive**

SUBCONTRACT NO. _____

CHANGE DIRECTIVE NO. _____

CORRESPONDENCE NO. _____

Additional Pages attached to this request: _____

Total No. of Pages _____

COMMITMENT SECTION

PROJECT LOCATION _____

DATE _____

CONTRACTOR WORK
ORDER NO. _____

SUBCONTRACTOR _____

ADDRESS _____

Reference to Contract Sections associated with this Change Directive:**Reference to Drawings associated with or impacted by this Change Directive (as required):****Detailed Description of the Change:**Project Scope of Work: ☐ Unchanged ☐ Reduced ☐ IncreasedRequest Cost based on: ☐ Lump Sum ☐ Unit Cost ☐ Time and Material*To be completed by the Subcontractor:*

Total Value of Change	\$
Total Impact to Schedule	Calendar Days (Enter # of Days)
NOTE: By executing this Change Order Directive, Subcontractor acknowledges that all cost and schedule impacts have been expressly identified. No further adjustments for this Work shall be made.	
Revised Date of Completion:	

*To be completed by Welded:***Revised Contract Value:**



When signed by the Subcontractor and Contractor, this document becomes effective immediately as a Construction Change Directive (CCD), and the Subcontractor shall proceed in accordance with the change described above.

If the Subcontractor plans to seek an adjustment as a result of this Construction Change Directive, the Subcontractor must submit a proposed adjustment to the Contractor within five (5) Business Days of the receipt of this document.

Work may not proceed until all cost and schedule impacts associated with the change order have been submitted for Welded's review and approval.

Signed authorization by a Welded representative is required to commence Work associated with this Change Directive.

Subcontractor acknowledges that Contractor, by authorizing this Change Directive, does not waive or modify any contractual rights or responsibilities unless such waiver or modification is expressly set forth in this Change Order.

Approvals:

Sub-Contractor Representative:

AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Contractor Representative:

AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Remarks:

Revision Date – 12/12/13

Exhibit B-2: Subcontractor Requested Change

SUBCONTRACT NO. _____

SUBCONTRACTOR REQUESTED CHANGE NO. _____

CORRESPONDENCE NO. _____

Additional Pages attached to this request: _____

Total No. of Pages _____

COMMITMENT SECTION

PROJECT LOCATION _____

DATE _____

COMPANY WORK
ORDER NO. _____

CONTRACTOR _____

ADDRESS _____

Contractor is hereby notified that the following circumstances have arisen that Sub-Contractor believes entitles it to request a change:

Reference to Contract Sections associated with this requested change:

Reference to Drawings associated with or impacted by this requested change (as required):

Detailed Description of the Change:

Project Scope of Work:

☐ Unchanged☐ Reduced☐ Increased

Cost Proposal Basis:

☐ Lump Sum☐ Unit Cost☐ Time and Material

Estimated Value of Change

\$

Estimated Impact to Schedule

Calendar Days (Enter # of Days)

NOTE: By executing this Change Order Request, Subcontractor acknowledges that all cost and schedule impacts have been expressly identified. No further adjustments for this Work shall be made.

Sub-Contractor's Representative:

AUTHORIZED REPRESENTATIVE

DATE

Remarks:

Welded Approval:

Date:

The Subcontractor is responsible to complete this form in its entirety and provide associated backup as noted above in this request and / or provide additional backup required to substantiate the change order request.

All T&M/Unit Cost changes will require timesheets for Welded Project Manager (or designee) approval.

Signed authorization by a Welded representative is required to commence Work noted in this Change Request.

Subcontractor acknowledges that Contractor, by authorizing this change request, does not waive or modify any contractual rights or responsibilities unless such waiver or modification is expressly set forth in this change request.

**EXHIBIT B-3****SUBCONTRACTOR RELEASE FOR INTERIM PAYMENT (US)**

This Release is delivered pursuant to Exhibit L14 of the construction Contract No.: 4600008133 between Columbia Gas Transmission, LLC and Welded Construction, LP.

Subcontractor's Name: [Name] (the "Subcontractor")

Address: _____

Phone No.: _____

Project: _____

Project Owner: _____

Release Effective Date: [Date]

- 1) I am [Subcontractor's Project Manager, President or Chief Financial Officer] of the Subcontractor and I have personal knowledge of the facts herein declared and I make this declaration in my capacity as an authorized signatory of the Subcontractor.
- 2) I am duly authorized to make the following declaration, and to act on behalf of the Subcontractor with respect to the Project.
- 3) The total amount payable to the Subcontractor under its contract with the Contractor for the Project as of the Effective Date of this Release is as follows:

Original contract amount:	\$ <u>[Amount]</u>
Change orders:	<u>[Amount]</u>
Adjusted contract amount:	<u>[Amount]</u>
Previous payments received:	<u>[Amount]</u>
Current payment due:	<u>[Amount]</u>

- 4) The Subcontractor hereby certifies that all payments owing by the Contractor in the performance of the Work have been fully satisfied and paid through the Effective Date of this Release, including, but not limited to, amounts due to its subcontractors and suppliers, and amounts due for taxes, wages and fringe benefits, and there are no overdue amounts owing to its employees, subcontractors, suppliers for labour or materials furnished to the Contractor or Supplier for the Project, except for holdback monies properly retained or payments deferred by agreement or amounts withheld by reason of legitimate dispute.
- 5) The Subcontractor does hereby unconditionally release and forever discharge the Company, its affiliates, contractors, subcontractors, the employees and agents of any of them, and the property, materials and assets of the Company from any and all liabilities relating to tax releases, including Governmental Units, Landowners, utilities and the like which arise out of or relate to Contractor's obligations under the Contract through the Effective Date of this Release.
- 6) To the best of the Subcontractor's knowledge, there are no unsatisfied claims by third parties attributable to the Contractor and there are no liens or other indebtedness owing to itself or its subcontractors existing in connection with the Work.
- 7) The Subcontractor does, to the extent permitted by law, hereby unconditionally release and forever discharge the Company, its affiliates, contractors, subcontractors, the employees and agents of any of them, and the property, materials and assets of the Company from any and all claims and liabilities of any nature or kind (including any demands for labor and materials furnished by it for the Project or to assert any such

claims related thereto) arising out of, relating to, or under the Contract through the Effective Date of this Release.

- 8) The Subcontractor fully understands the nature and terms of and has voluntarily executed this Release for the purpose of making full and final compromise, adjustment, and settlement of any and all claims it may have for compensation for Work performed under the Contract through the Effective Date of this Release.
- 9) All of the facts hereinbefore declared are true.

[Subcontractor's Full Legal Name]

[Signatory's Name], [Signatory's Title]
Authorized Signatory

Declared before me in [City], [State], on this [Day] day of [Month] 20 .

[Notary Public's Name]
Notary Public

**EXHIBIT B-4****SUBCONTRACTOR RELEASE FOR FINAL PAYMENT (Canada or US)**

This Release is delivered pursuant to Exhibit L13 of the construction Agreement No.4600008133 between Columbia Gas Transmission, LLC (the "Company") and Welded Construction, L.P. (the "Contractor").

Subcontractor's Name: [Name] (the "Subcontractor")

Address: _____

Phone No.: _____

Project: _____

Project Owner: _____

Release Effective Date: [Date of Notice of Final Completion]

- 1) I am [Subcontractor's Project Manager, President or Chief Financial Officer] of the Subcontractor and I have personal knowledge of the facts herein declared and I make this declaration in my capacity as an authorized signatory of the Subcontractor.
- 2) I am duly authorized to make the following declaration, and to act on behalf of the Subcontractor with respect to the Project.
- 3) The total amount payable to the Subcontractor under its contract with the Contractor for the Project as of the Effective Date of this Release is as follows:

Original contract amount:	\$	<u> </u>
Change orders:		<u> </u>
Adjusted contract amount:		<u> </u>
Previous payments received:		<u> </u>
Current payment due:		<u> </u>

- 4) The Subcontractor hereby certifies that all payments owing by the Contractor in the performance of the Work have been fully satisfied and paid through the Effective Date of this Release, including, but not limited to, amounts due to its subcontractors and suppliers, and amounts due for taxes, wages and fringe benefits, and there are no overdue amounts owing to its employees, subcontractors, suppliers for labor or materials furnished to the Contractor or Supplier for the Project, except for holdback monies properly retained or payments deferred by agreement or amounts withheld by reason of legitimate dispute.
- 5) The Subcontractor does hereby unconditionally release and forever discharge the Company, its affiliates, contractors, subcontractors, the employees and agents of any of them, and the property, materials and assets of the Company from any and all liabilities relating to tax releases, including Governmental Units, Landowners, utilities and the like which arise out of or relate to Contractor's obligations under the Contract through the Effective Date of this Release.
- 6) To the best of the Subcontractor's knowledge, there are no unsatisfied claims by third parties attributable to the Contractor and there are no liens or other indebtedness owing to itself or its subcontractors existing in connection with the Work.

- 7) The Subcontractor does, to the extent permitted by law, hereby unconditionally release and forever discharge the Company, its affiliates, contractors, subcontractors, the employees and agents of any of them, and the property, materials and assets of the Company from any and all claims and liabilities of any nature or kind (including any demands for labour and materials furnished by it for the Project or to assert any such claims related thereto) arising out of, relating to, or under the Contract through the Effective Date of this Release.
- 8) The Subcontractor fully understands the nature and terms of and has voluntarily executed this Release for the purpose of making full and final compromise, adjustment, and settlement of any and all claims it may have for compensation for Work performed under the Contract.
- 9) All of the facts hereinbefore declared are true.

[Subcontractor's Full Legal Name]

[Signatory's Name], [Signatory's Title]
Authorized Signatory

Declared before me in [City], [State], on this [Day] day of [Month] 20 [Year]

[Notary Public's Name]
Notary Public



REQUEST FOR INFORMATION (B-5)

Project #:

TO:					SUBCONTRACTOR:				
Project Name:							RFI #:		
Referenced Documents:									
Work Activities:		CIVIL	STRUCT	MECH	ELECT	INSTRU	OTHER	Asbes Abate	
Information Requested:									

ORIGIN:			DATE:		APPRVD:			DATE:	
PLEASE REPLY BY:									
RESPONSE:									

RESPONDER:			DATE:		CO REP:			DATE:	
Distribution									



EXHIBIT C
EXHIBIT TO SUBCONTRACT

As it Pertains to Project	Columbia Gas Transmission Mountaineer Xpress, Spread 1	Subcontract Number	2018-01-14
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Worker's Compensation

Statutory benefits and limits. Insurance shall contain benefits and limits in full compliance with all state and federal requirements. It shall also include Other States Coverage and Voluntary Compensation Endorsements and Employer's Liability Insurance as follows:

Employer's Liability per:

<u>Accident</u>	<u>Disease (Policy Limit)</u>	<u>Disease (Each)</u>
\$1,000,000	\$1,000,000	\$1,000,000

Coverage should include USL&H if warranted by type of work.

Commercial General Liability (ISO Form CG 0001 10 01)

Including products/completed operations, independent contractor's protective, owner's and contractor's protective liability, broad form contractual liability insuring the subcontract contained herein, per project aggregates, and broad form property damage, with the exclusion pertaining to explosion, collapse and underground property damage eliminated for all the above coverages; blanket contractual coverage including Contractor's indemnity obligations; it shall not contain any cross-liability exclusion and Broad Form Property Damage coverage with bodily injury and property damage of combined single limits of not less than those stated per occurrence.

Minimum Limits

Combined Single Limit

Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
General Aggregate	\$2,000,000 Per Project
Products/Completed Operations	\$2,000,000 Aggregate
Personal Injury	\$1,000,000
Stop Gap Liability for Monopolistic States* (ND, OH, WA & WY)	\$1,000,000 Limit

Business Automobile Liability

Including owned, non-owned, leased and hired vehicle coverage.

Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
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Umbrella/ Excess Liability

Bodily Injury and Property Damage	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
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*Use of Umbrella/Excess Liability Coverage is permitted to meet limits
Coverage should be "follow form" and excess of the Employer's Liability, Commercial General Liability and Automobile Liability Coverage.

Pollution Liability (Only required for Environmental work)

Bodily Injury and Property Damage	\$5,000,000 Each Occurrence
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Professional Liability Insurance**

**This coverage is required only when architectural or engineering services are provided as part of the Work.

Minimum Limit of Liability	\$5,000,000 Per Claim
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EXHIBIT C
EXHIBIT TO SUBCONTRACT

As it Pertains to Project	Columbia Gas Transmission Mountaineer Xpress, Spread 1	Subcontract Number	2018-01-14
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Contractor's Equipment

Including coverage for loss or damage to equipment, owned by or on bare rental from a third party or parties and used by Subcontractor for which Subcontractor is responsible to insure in performing the Work at the Work Site, having coverage in accordance with the replacement value of such equipment.

INSURANCE REQUIREMENTS

- **The CONTRACTOR is to be named as an Additional Insured on all of the above General and Umbrella/Excess Liability coverages, except Professional Liability and so described on the Certificate(s) of Insurance. Additional insured endorsement MUST be attached to the Certificate of Insurance and must be ISO forms: CG 2010 (1185) or CG 2010 (0704) in combination with CG 2037 (0704) or the equivalent, which covers on-going and completed operations.**
- **All policies must contain a waiver of subrogation in favor of CONTRACTOR and Owner and be so described on the Certificate(s) of Insurance.**
- Prior to the start of any WORK, SUBCONTRACTOR will furnish original Certificate(s) of Insurance to CONTRACTOR evidencing that all insurance coverage required is in force and that it will not be canceled, non-renewed or materially change with less than thirty (30) days prior written notice thereof mailed by Certified Mail to CONTRACTOR and Owner. Replacement Certificates of Insurance, evidencing replacement or renewed coverage, will be delivered to CONTRACTOR and all Additional and Named Insureds on or before the expiration date of any Policies.
- The SUBCONTRACTOR shall not have any exclusion under their General Liability or Umbrella/Excess policies for work performed on Residential Type Projects such as: Apartments, Dormitories, Military Housing, Assisted Living Facilities, Nursing Homes, Hospitals or any facilities capable of providing in-house patient stay. Evidence of this type of coverage must be displayed on the Certificate of Insurance AND through evidence of Endorsement or as displayed and denoted in the policy coverage form, a copy of which must be supplied with the certificate of insurance. Any Exclusion pertaining to this type of work on these policies is UNACCEPTABLE. Further, any exclusion of this type must be declared and a copy submitted with the requested insurance certificate.
- All sub-subcontractors shall maintain the same types and amounts of insurance and be subject to the same requirements as SUBCONTRACTOR.
- All policies shall be written on an occurrence basis, except for Professional Liability.
- All policies shall provide primary coverage and not calling upon any other insurance procured by other parties for defense, payment or contribution. This shall be so described on the Certificate of Insurance(s).
- All policies shall contain endorsements requiring thirty (30) days' advance written notice to named and additional insureds of any cancellation, non-renewal or material change in coverages.
- All policies shall be written by responsible insurance companies with a Best's rating of AVIII or better and be licensed to do business in the state in which the Job is located.
- Completed operations coverage will be maintained for at least two (2) years after completion of the WORK.
- SUBCONTRACTOR shall forward SUBCONTRACTOR'S Certificate of Insurance through SUBCONTRACTOR'S Agent prior to the commencement of work and/or payment with CONTRACTOR, which shall be subject to the CONTRACTOR'S approval of adequacy of protection and the satisfactory character of the insurer. The Certificate of Insurance should be mailed within five days of receipt of the contract, regardless of when SUBCONTRACTOR'S work will start. If covered under a Blanket Agreement, please submit only one "Blanket" Certificate of Insurance which states: "For "All Jobs, All Locations."
- SUBCONTRACTOR shall not do anything to cause any of the insurance required to be invalidated in whole or in part.



EXHIBIT C
EXHIBIT TO SUBCONTRACT

As it Pertains to Project	Columbia Gas Transmission Mountaineer Xpress, Spread 1	Subcontract Number	2018-01-14
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- At CONTRACTOR'S request, from time to time or at any time, originals or copies of SUBCONTRACTOR'S or sub-subcontractor's policies, certified by the carrier, shall be delivered to CONTRACTOR.
- CONTRACTOR does not represent that the coverage and limits set out in these insurance requirements will necessarily be adequate to protect the SUBCONTRACTOR, and such coverage and limits shall not be deemed as a limitation on the SUBCONTRACTOR'S liability under the indemnities provided to the CONTRACTOR and others under this agreement.
- If any action or proceeding is commenced to enforce the rights of the CONTRACTOR as an additional insured under this Subcontract, and the CONTRACTOR prevails in that action, the SUBCONTRACTOR and/or its insurer agrees to pay, in addition to any other relief granted, the actual reasonable attorneys' fees which the prevailing party has paid or is obligated to pay and all costs and expenses, not merely recoverable costs, which the prevailing party has paid or is obligated to pay. This provision is independent and severable from any other provision of this Subcontract and shall be enforceable as a separate agreement.
- Subcontractor shall immediately notify Contractor regarding the occurrence of any of the following events: (a) any significant loss covered by a policy required to be maintained by this Agreement; (b) any significant disputes with an insurer; (c) the early cancellation of any policy; (d) the failure to pay any premium payment; (e) the failure, for any reason, to maintain any policy required to be maintained by this Agreement; and (f) any significant change in any insurance coverage contracted by Subcontractor. Subcontractor shall assist and cooperate in the timely settlement of any claim hereunder.



EXHIBIT D
ADDITIONAL INSURED

As It Pertains to Project	Columbia Gas Transmission Mountaineer Express, Spread 1	Subcontract Number	2018-01-14
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Contractor:	Welded Construction, L.P. c/o Dean McDowell, Chief Financial Officer 26933 Eckel Road, Perrysburg, OH 43551 Email: dmcowell@welded.com
Owner:	N/A



**EXHIBIT E
SCHEDULE**

As it Pertains to Project	Columbia Gas Transmission Mountaineer Xpress, Spread 1	Subcontract Number	2018-01-14
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Attached to and forming part of the above-referenced Subcontract between Contractor and Subcontractor:

Subcontractor to coordinate all activities through:

**Project Manager, Mett Carroll 713-253-9317 or
Assistant Project Manager, Graeme Heimrick 419-250-5767**

Subcontractor shall begin performing the Work on or before August 6, 2018 and shall complete performance of the Work no later than September 15, 2018



EXHIBIT F – SUBCONTRACT NO. 2018-01-14
(Revised August 5, 2018)

COLUMBIA GAS – MOUNTAINEER EXPRESS PIPELINE TIE IN PROJECT (MARSHALL & WETZEL
COUNTIES, WEST VIRGINIA)

SCOPE OF WORK	UOM	PRICE
SCOPE OF WORK: Schmid Pipeline Construction, Inc. shall provide the labor, equipment, and supervision to perform the following: 1.) Placement of One Call; 2.) Mechanically excavate and expose pipeline in tie-in areas; 3.) Lay pipe and line up welds 4.) Coat pipe; and 5.) Backfill and pad pipeline.	PER EACH CREW/PER DAY	\$23,387
MOBILIZATION (One Time)	LUMP SUM	\$30,000
DEMOBILIZATION (One Time)	LUMP SUM	\$30,000
STANDBY	PER EACH CREW/PER DAY	\$13,208

TERMS, CONDITIONS, & EXCLUSIONS

1. In its sole discretion, SPCI will provide the following labor and equipment to perform the above **SCOPE OF WORK:** Each crew will consist of a maximum of one (1) foreman; one (1) straw; five (5) operators; two (2) oilers; one (1) superintendent; one (1) mechanic; four (4) laborers; and one (1) teamster. Equipment provided per each crew is a maximum of three (3) 329 hoes; one (1) dozer; three (3) pickups; one (1) mechanic's truck; one (1) flatbed truck; one (1) air compressor; one (1) sand pot; and one (1) padding bucket. Any additional labor or equipment requested by Welded or needed for the project shall be charged extra.
2. SPCI will work six (6) consecutive days per week, ten (10) hours per day. If Welded requests SPCI to work on Sundays or any additional hours, such additional working time will be an extra charge to Welded. Any standby, including rain out days, will be charged per crew as stated in the above table.
3. Any changes, modifications, or additions to the above **SCOPE OF WORK**, crew composition, or equipment composition will be an additional charge to Welded as agreed to by the parties in a written and signed change order.
4. Any and all applicable taxes and/or fees, project traffic control fees, and/or costs for vehicle escort services are not included in this quote and will be an additional charge.

SCHMID PIPELINE CONSTRUCTION, INC.

850 Mallard Drive, Mayville, WI 53050 ♦ (920) 387-9997 ♦ Fax: (920) 387-9984

www.schmid-pci.com



**EXHIBIT F – SUBCONTRACT NO. 2018-01-14
(Revised August 5, 2018)**

TERMS, CONDITIONS, & EXCLUSIONS (continued)

5. In the event any extraordinary or unusual water accumulation, Welded will provide at its own cost any and all items needed to remove water from work area including, without limitation, pumps, filter bags, containment supplies & materials, etc. as agreed to by the parties in writing.
6. To the extent SPCI has any reasonable concern that any pipeline or utility is unmarked or incorrectly marked, SPCI, in its reasonable discretion, may halt its Scope of Work in that area in order to notify Contractor and to allow for the potholing or other verification of the subsurface location of any such pipeline or utility in that said area.
7. Welded will provide water, ice, welding and coating materials, fuel, and all other materials required unless otherwise agreed to by the parties.
8. Welded will provide welders, welder helpers, side booms, and support all winching activities.
9. Welded will provide all union stewards.
10. SPCI will bill Welded on a weekly basis, and Welded will pay SPCI within thirty (30) days of receipt of SPCI's invoice.

SCHMID PIPELINE CONSTRUCTION, INC.

850 Mallard Drive, Mayville, WI 53050 ♦ (920) 387-9997 ♦ Fax: (920) 387-9984

www.schmid-pci.com



EXHIBIT G GENERAL TERMS AND CONDITIONS

As it Pertains to Project	Columbia Gas Transmission MXP Spread 1	Subcontract Number	2018-01-14
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Invoicing

Subcontractor shall submit a monthly signed invoice, itemized to the Contractor's satisfaction, for the portion of the work completed, less Ten percent (10%) retainage (Retention). In addition to Subcontractor's signed invoice, Subcontractor must also submit an affidavit (see Exhibit B) asserting that Contractor is in compliance with the payment terms of this Subcontract Agreement. Within thirty (30) days after a satisfactory receipt of invoice and affidavit, payment shall be made to the Subcontractor for the Net Payable amount. The remaining (Retention) will be retained by Contractor until final acceptance of the Work. Upon Contractor approval of successful completion of the work, Subcontractor may invoice for release of the retention, payable within thirty (30) days. The retention invoice must include a properly executed Affidavit and Release (see Exhibit B). All invoices are to be sent via email to: ap@welded.com with a copy to mcarroll@welded.com, kbranning@welded.com and gheimrick@welded.com

Right to Setoff

Contractor may set off against any amount payable under the Agreement any and all present and future indebtedness of Subcontractor to Contractor.

Project Schedule

Prior to starting the Work Subcontractor shall supply a detailed Project Schedule and Man Power Chart that is in compliance with the requirements of Contractor and this Agreement. The Project Schedule shall reflect all required activities with duration, and the Man Power Chart shall reflect the required manpower to accomplish the Work and shall be updated weekly. Subcontractor shall administer the Work in accordance with the Project Schedule. Subcontractor also shall notify Contractor immediately in writing at any time that Subcontractor has reason to believe that there will be a material deviation in the Project Schedule and shall specify in said notice the corrective action planned by Subcontractor.

Time is of the Essence

Subcontractor agrees that time is of the essence in the performance of its Work. Subcontractor agrees to prosecute the Work with all due diligence and to complete the Work within the estimated time stated in the Contract Documents or the Schedule, whichever is sooner. Prior to commencement of the Work, Subcontractor shall prepare and submit a Schedule in accordance with Contractor's requirements for completion of the Work.

Subcontractor shall continuously monitor, report, forecast and control the progress of the Work in accordance with the Schedule. Subcontractor shall provide scheduling detail as the Work progresses. If such reporting or forecasting indicates a delay or potential delay due to the fault or negligence of the Subcontractor, Subcontractor shall promptly take corrective action to mitigate such delay or potential delay and to get back on schedule and to avoid such delay at no cost to Contractor.

Subcontractor's reports shall be sufficiently detailed to present Contractor with an accurate status of the Work's Schedule, variances from the Schedule and reasons therefore, and planned corrective action. Reports shall be in writing and provided as established by Contractor.

Contractor's Right to Accelerate the Work at no Additional Cost to Contractor

If Subcontractor's progress impacts Contractor's linear progression of the work, or if in the reasonable belief of the Contractor, the Subcontractor will not meet the completion dates set forth in the Subcontractor's Project Schedule, the Contractor may direct the Subcontractor to accelerate the Work in a manner acceptable to the Contractor and at no additional cost to the Contractor to the extent the delay is the result of the fault or negligent acts or omissions of the Subcontractor. If Contractor directs the Subcontractor to accelerate the Work, Subcontractor shall promptly provide a plan, including its recommendation, for the most effective and economical acceleration of the Work. If such plan is unacceptable to the Contractor or the Subcontractor fails to provide a plan within seven (7) Days, Contractor may direct Subcontractor to follow an acceleration plan provided by Contractor.



EXHIBIT G
GENERAL TERMS AND CONDITIONS

As it Pertains to Project	Columbia Gas Transmission MXP Spread 1	Subcontract Number	2018-01-14
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Termination

Termination for Convenience. In addition to any other rights that Contractor may have hereunder, or in Law, Contractor may at any time, in the exercise of its sole and arbitrary discretion, terminate the Agreement, the Work or any portion thereof by giving no less than fourteen (14) Days' notice to Subcontractor specifying the Work or portion thereof to be terminated and the effective date of the termination. Upon receipt of such notice, Subcontractor shall continue to perform all other portions of the Work not terminated, if any, in strict accordance with the Agreement. If the Agreement or any portion thereof is terminated, in accordance with this article Subcontractor agrees to waive any claims for damages, including loss of anticipated profits or any other consequential or special damages, arising out of such termination and agrees that the sole and exclusive remedy for such termination shall be only for payment of the Work performed, and reasonable documented wind-up costs including demobilization. Contractor shall not be liable for any damages (consequential, special or otherwise, including loss of profits) as a result of the termination of the Work or any portion thereof.

Termination for Cause. Contractor will provide Subcontractor with written notice of its intent to terminate the Agreement or any part of the Work five (5) days before actually putting the termination into effect if any of the following occur:

1. Subcontractor becomes insolvent or seeks protection from creditors under federal or state Law, or if a bankruptcy petition is filed against Subcontractor and not dismissed within forty-five (45) days.
2. If an order is made or a resolution is passed for the winding up or liquidation of Subcontractor
3. If a custodian, receiver, manager or other officer with similar powers is appointed in respect of Subcontractor or any of Subcontractor's property
4. If Subcontractor ceases to carry on in the ordinary course of business
5. If a creditor takes possession of any of Subcontractors' property, or if a distress, execution or any similar process is levied or enforced against such property and remains unsatisfied by Subcontractor
6. If Subcontractor fails to comply with any material requirement of this Agreement
7. If Subcontractor breaches its obligations under this Agreement
8. If Subcontractor repeatedly violates any obligation or in the reasonable opinion of Contractor has failed to meet a material requirement of this Agreement
9. If the project receives an order from any Governmental Authority for breach of Law that requires an immediate suspension of the Work, including a stop work order related to Subcontractor's safety or environmental violations.

If Subcontractor has begun its curative action pursuant to Paragraph 11 below and has made progress reasonably satisfactory to Contractor within the five (5) days, Contractor will so notify Subcontractor and the termination will not take effect. Otherwise, the termination shall take effect after the five (5) days without further notice or opportunity to cure. If termination due to an uncured default takes effect, Subcontractor shall discontinue the Work in accordance with the notice, and shall (i) cease performance of the Work to the extent directed by Contractor in the notice; (ii) take all actions that Contractor may direct, or as may be necessary or expected under Prudent Industry Practices for the protection and preservation of the Facility and all property or other Project Supplied Materials or supplies related thereto (in whatever stage of completion), including return of the Project Supplied Materials (including unloading and stocking for proper storage) as directed by Contractor; and (iii) at Contractor's instruction, assign its rights under all Permits, subcontracts, warranties, guarantees, and other agreements or documents pertaining to the Work to Contractor or its respective designees.

10. Subcontractor shall be liable to Contractor for all additional direct costs and expenses incurred by Contractor in completing the Work that would not have been incurred but for the termination hereunder



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(including any additional direct costs to complete or to have a third party complete the Work), in addition to all other rights and remedies of Contractor pursuant to the Agreement and at Law.

11. In addition to the termination rights set forth in herein, if Subcontractor has failed to comply with any of the terms of the Agreement, or is in material breach of any representation, declaration or warranty, including representations and warranties obligations, Contractor may, in its reasonable discretion, give Subcontractor notice of default. Subcontractor shall have five (5) Days immediately following receipt of the notice, or such longer time as Contractor believes to be reasonable and has specified in the notice of default or has subsequently agreed upon in writing, to remedy or to commence to remedy and diligently continue to remedy such default, failing which, Contractor may by further notice to Subcontractor terminate or suspend the whole or any part of the Agreement or the Work; provided that, where Contractor determines, in its reasonable discretion, that the default is not capable of being remedied or not capable of being remedied within a reasonable amount of time, Contractor may, by notice to Subcontractor, immediately terminate or suspend the whole or any part of the Agreement. Upon receipt of such notice from Contractor, Subcontractor shall discontinue the Work in accordance with the notice and shall (i) cease performance of the Work to the extent directed by Contractor in the notice; (ii) take all actions that Contractor may direct, or as may be necessary or expected under Prudent Industry Practices for the protection and preservation of the Facility and all property or other Project Supplied Materials or supplies related thereto (in whatever stage of completion), including return of the Project Supplied Materials (including unloading and stocking for proper storage) as directed by Contractor; and (iii) at Contractor's instruction, assign its rights under all Permits, subcontracts, warranties, guarantees, and other agreements or documents pertaining to the Work to Contractor or its respective designees. Subcontractor acknowledges that it will not be reimbursed for any costs arising from a suspension due to Subcontractor's material breach of this Agreement and failure to cure the same.
12. Where the whole or any part of the Agreement is suspended under this article, Contractor may, at any time, immediately terminate any or all of the suspended portion of the Agreement.
13. If the Agreement or any portion of the Work is terminated pursuant to this article, Contractor may complete or have others complete the Work. If the Agreement is terminated, Subcontractor is not entitled to further payment from Contractor until the Work is complete and Contractor has fully ascertained all of its costs and damages arising out of or related to the default (including, without limitation, legal, expert, design) (the "Completion Costs"). Any amount payable to Subcontractor for Work satisfactorily performed to the date of termination will be offset by the Completion Costs, the sum of any monies already paid to Subcontractor and any additional amount Contractor must pay to obtain satisfactory completion of the Work by others.
14. Contractor shall not be liable for any damages (consequential, special or otherwise, including loss of profits) as a result of the termination of the Work or any portion thereof by Contractor pursuant to any provisions of this article. The rights and remedies of Contractor provided in this article are in addition to the rights and remedies of Contractor provided by Law, or under any other provision of the Agreement.
15. If Contractor elects to terminate or suspend this Agreement or any part of the Work, and a court or other body of competent jurisdiction finds such termination or suspension was invalid, such termination or suspension shall be considered to be a termination for convenience. Subcontractor shall be paid those amounts owed under this Agreement for the termination for convenience plus any reasonable attorney fees and legal costs.

Suspension of Work. Contractor may, in the exercise of its sole and arbitrary discretion, at any time or times, by notice to Subcontractor specifying the effective date of the suspension, require Subcontractor to suspend the Work or any portion thereof. Upon receiving written notice, Subcontractor shall discontinue the Suspended Work immediately, place no further purchase orders or subcontracts with respect to the Suspended Work, properly protect and secure the Work in accordance with Prudent Industry Practice, not remove any Work or equipment or tangibles forming part of the Work



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from the Work Site without written consent of Contractor, and promptly make reasonable efforts to obtain suspension terms satisfactory to Contractor with respect to all existing purchase orders, subcontracts, supply contracts and rental agreements related to the Suspended Work. Subcontractor shall continue to perform all other portions of the Work which have not been suspended by Contractor.

Contractor may at any time authorize resumption of the Suspended Work or any part thereof, by giving Subcontractor reasonable notice specifying the part of the Suspended Work to be resumed and the effective date of such resumption. Subcontractor shall resume the Suspended Work on the date and to the extent specified in the notice.

Subcontractor shall utilize its employees, equipment and materials in such manner, and take such other steps as may be necessary or desirable to minimize the costs associated with the Suspended Work. During the period of Suspended Work, Subcontractor shall secure and protect the Suspended Work and the impacted Facilities and all materials and equipment to be used or incorporated therein.

If there is Suspended Work, Contractor shall compensate Subcontractor pursuant to the standby pricing stated in Exhibit F as a direct result of the suspension of the Work. Contractor shall not be liable for any other costs or damages, including loss of profits or any other consequential or special damages, on account of the Suspended Work or any part thereof or the deletion of Suspended Work from the Agreement.

Notwithstanding anything else in this Suspension Article, in any circumstance where the Subcontractor is entitled to a Work Schedule extension the Contractor may, in its discretion, require compression of the Work Schedule rather than an extension of time to the extent schedule compression is reasonably practicable. In such case Subcontractor will be entitled to compensation through the change order process or as otherwise agreed for the additional efforts necessary to meet the compressed Work Schedule.

Delays caused by Subcontractor

If Subcontractor is responsible for a delay in the progress of the Work, or fails to complete any portion of the Work in accordance with the Work Schedule, then Subcontractor shall, at no additional cost to Contractor; (a) work overtime, acquire and use any necessary additional labor and equipment and perform whatever other acts are required or requested by Contractor to make up the lost time and to avoid further or other delay in the performance of the Work; (b) prepare and implement a recovery plan; and (c) work diligently to mitigate all damages incurred as a result of the delay.

Subcontractor shall promptly notify Contractor in writing: (i) of any occurrence that Subcontractor has reason to believe will materially adversely affect the Project Schedule or the Work Schedule; or (ii) if the performance of the Work is not in compliance with the Project Schedule or the Work Schedule or Subcontractor's adherence to any Critical Path progress of the Work Schedule and/or the Project Schedule is behind for any reason by more than five (5) Days.

If at any time, in the reasonable opinion of Contractor, Subcontractor is not in compliance with the Project Schedule or the Work Schedule or its adherence to the Critical Path progress of the Work Schedule and/or the Project Schedule is behind for any reason by more than five (5) Days Contractor may provide notice to Subcontractor.

Where Subcontractor has provided notice in accordance with this article, Subcontractor will specify in said notice the corrective action recommended by Subcontractor in the form of a recovery plan. Where Contractor has provided notice to Subcontractor, Subcontractor shall prepare and provide to Contractor a recovery plan within five (5) Days of receipt of the notice. The recovery plan will set forth in reasonable detail the manner in which Subcontractor intends to meet the dates set forth in the Work Schedule and the Project Schedule, including the specific steps to be taken, the expected pace of recovery, and the expected recovery date, and shall require Subcontractor to take such steps as are necessary to make up the lost time and to avoid further or other delays in the performance of the Work including, if necessary, working overtime, increasing the number of working Days or hours per Day, and acquiring and using any



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necessary additional labor and equipment and whatever other acts are required by Contractor. If Contractor has not commented within ten (10) Days, it shall be deemed to have reviewed the plan without comment, provided that in no event shall Contractor be considered to have approved a recovery plan. Subcontractor shall, at no cost to Contractor, promptly implement and thereafter shall diligently continue to adhere to the recovery plan in order to meet the dates set forth in the Work Schedule and Project Schedule. During implementation of the recovery plan Subcontractor shall provide sufficient information to Contractor to show its compliance with the recovery plan and indicating the improvements being made to the Work Schedule and Project Schedule. It is a breach of this Agreement if Subcontractor, in the opinion of Contractor, is not complying with the recovery plan or fails to provide sufficient detail to show its compliance.

Subcontractor acknowledges that the Project Schedule and Work Schedule are vital to the success of the project. In addition to any other rights and remedies of Contractor hereunder, Subcontractor further acknowledges that Contractor may incur additional costs and expenses if the Project Schedule and Work Schedule are not complied with, including costs of Other Subcontractors, internal personnel, overhead and standby costs of Contractor and Other Subcontractors, and that where such costs and expenses are incurred Subcontractor is liable therefor. In addition to any other remedies Contractor may have, where Subcontractor is not in compliance with the Project Schedule and Work Schedule the reasonable and verifiable amount of such costs and expenses may be deducted from any payments due to Subcontractor and retained by Contractor on account of such costs and expenses.

Force Majeure

"Force Majeure" means any unforeseeable act or event that: (i) renders it impossible for the affected Party to perform its obligations under this Agreement, other than the obligations to pay money due hereunder; (ii) is beyond the reasonable control of the affected Party; (iii) is not due to the fault or negligence of the affected Party; and (iv) could not have been avoided by such Party through the exercise of due diligence, including the expenditure of any reasonable sum of money. Without limiting the generality of the foregoing, Force Majeure may include any of the following events: war, riot, terrorism, act of vandalism, rebellion, epidemic, Catastrophic Weather, general strike, fire, explosion, and also includes any late delivery of Project Supplied Materials where such delay is due to any event of Force Majeure. Notwithstanding the foregoing, Force Majeure shall not include: (a) late delivery of any Subcontractor supplied equipment and materials (except to the extent that such delay is due to any event of Force Majeure), (b) delays resulting from the breakdown of any Subcontractor supplied equipment and materials, (c) delays caused by inefficiencies on the part of Subcontractor, (d) Work Site specific labor disruptions, (e) the condition of the Work Site (unless caused by an event of Force Majeure), (f) late performance caused by Subcontractor's inefficiency in hiring or failure to hire (due to unavailability or otherwise) adequate labor or supervisory personnel, (g) any local, general or seasonal weather conditions or climates except Catastrophic Weather, or (h) financial issues affecting the Party claiming the Force Majeure.

With the exception of any obligation to pay money due under this Agreement, if any Party cannot comply with any obligation hereunder as a result of Force Majeure, such Party shall notify the other Party in writing as promptly as possible, but in any event within twenty-four (24) hours of such event, giving the reason for the non-compliance, particulars of the Force Majeure and the obligation or condition affected. Such event of Force Majeure shall constitute a Change, and any obligation of a Party shall be temporarily suspended during the period in which such Party is unable to perform by reason of Force Majeure, but only to the extent of such inability to perform. The obligations of Subcontractor to perform as provided by the Agreement through means not affected by the Force Majeure shall continue. The Party affected by the Force Majeure shall promptly notify the other Party as soon as such event no longer prevents it from complying with its obligation, and shall thereafter resume performance of the Work.

The Party that has given a notice of Force Majeure shall mitigate the effects of such Force Majeure on the performance of its obligations. Where the Parties reasonably believe that the Force Majeure will continue for more than five (5) Days or where the Force Majeure does continue for more than five (5) Days, the Parties shall meet as soon as practicable to review the situation and its implications on the Work Schedule and to discuss the appropriate course of action in the circumstances.



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An event of Force Majeure shall not give rise to any increase to the Price or claim for delay and no productivity impact costs shall be due or payable by Contractor as a result of an event of Force Majeure.

Notwithstanding anything else in this Article, in any circumstance where the Subcontractor is entitled to a Work Schedule extension the Contractor may, in its discretion, require compression of the Work Schedule rather than an extension of time to the extent schedule compression is reasonably practicable. In such case Subcontractor will be entitled to compensation in accordance with the change order process or as otherwise agreed for the additional efforts necessary to meet the compressed Work Schedule.

Change Directives

Contractor may at any time by issuing a Change Directive to Subcontractor, require a change in the work, or the method, sequencing, conduct, or timing of the Work of this Agreement. See Exhibit B-1 for Contractor Change Directive. Subcontractor shall comply with any Change Directive, but shall have the right to claim an adjustment, if applicable. If Contractor issues a Change Directive and no agreement has been reached as to an adjustment, then the Subcontractor shall diligently proceed as though on a time and materials basis pursuant to either Exhibit A (Labor and Equipment Rates) or pursuant to the Exhibit F pricing provided by Subcontractor, whichever is mutually agreed to by the parties. Subcontractor shall keep such project records of the daily cost incurred by completing such Change Directive and submit such records to the Contractor on a daily basis AND Subcontractor shall receive payment for completing the work associated with the Change Directive until the parties mutually agree to the terms of a Change Order. If Subcontractor and Contractor fail to agree on an Adjustment, then the provisions of the section titled "Disputes" may be invoked to resolve the dispute.

Change Orders shall contain full particulars of the Changes and any Adjustments and shall represent the full and final agreement as to the Change and any Adjustments.

In addition, in the event of an emergency which Contractor determines endangers life or property, Contractor may use oral orders to Subcontractor for any work required by reason of such emergency. Subcontractor shall commence and complete such emergency work as directed by Contractor. Such changes must be formalized in writing within forty-eight (48) hours of the event.

Subcontractor Requested Change

Subcontractor may, at any time, by written notice in a form consistent with Exhibit B-2 Subcontractor Requested Change to Contractor, request a Change within (2) days Business Days of the event giving rise to the Subcontractor's request. Only a Change Order submitted on the approved form to the Contractor may be deemed adequate for consideration. Subcontractor expressly waives any right to a Change in the event such notice is not made within forty-eight (48) hours of the change event. Subcontractor is not permitted to proceed with any work which Subcontractor will seek a change request without prior written authorization from Contractor. Contractor will review and respond no later than (10) Business Days. All Subcontractor change requests must include all supporting documentation. Contractor shall notify Subcontractor of its acceptance or rejection of such request or such request shall be deemed rejected. If Contractor rejects the Change requested by Subcontractor, Subcontractor shall continue with the Work without the Change. If Subcontractor and Contractor fail to agree on an Adjustment, then the provisions of the Section titled "Disputes" may be invoked to resolve the dispute.

Claims

If Subcontractor has any claim against Contractor, excluding claims for payment relating to Change Orders, notice of each such claim shall be submitted in writing to Contractor within five days after the occurrence of the event giving rise to the claim. Resolution of properly filed claims is within Contractor's reasonable discretion. If the Subcontractor disputes Contractor's decision on Subcontractor's properly filed claims, then Subcontractor may invoke the Dispute Resolution procedures of this Agreement following Final Completion of the specific Project.

Disputes



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Applicability of Dispute Resolution Procedures. Except for matters requiring immediate injunctive or similar equitable relief or matters where the relief is prescribed by Statute, all claims, disputes or other matters in question between the Parties arising out of or relating in any way to this Agreement (hereinafter collectively referred to as a "Dispute") will be resolved pursuant to this article.

Senior Officers to Resolve. The Parties shall make all reasonable efforts to resolve Disputes arising out of the performance of the Work by amicable negotiations and agree to provide without prejudice, frank, candid and timely disclosure of relevant facts, information, and documents to facilitate these negotiations. Any Dispute shall initially be submitted to a senior officer from each Party for resolution by mutual agreement between said senior officers. If either Party wishes a Dispute to be submitted to senior officers pursuant to this clause, such Party shall serve upon the other Party a notice in writing (a "Senior Officer's Notice") requesting that the Dispute be so referred. Such negotiation shall be on a without prejudice basis. However, should such senior officers fail to arrive at a mutually agreed resolution of the Dispute within thirty (30) Days, or such longer period as may be agreed by such senior officers, after service of the Senior Officer's Notice, the Dispute shall then be referred to mediation.

Mediation Proceedings

(A) If the Parties agree to refer a Dispute to mediation the Parties have thirty (30) Days from the Day such agreement is reached to agree on the appointment of a mediator (the "Project Mediator"). If the Parties do not agree on the appointment of a Project Mediator, then either Party may request the American Arbitration Association, or any similar body acceptable to the Parties, in the state where the Work Site is located (or such other state as the Parties may agree upon) to appoint a chartered mediator to act as Project Mediator, who, when so appointed, will be deemed acceptable to the Parties and to have been appointed by them. In the event such Project Mediator is unavailable to mediate a particular dispute, then the American Arbitration Association, or any similar body acceptable to the Parties may be asked to appoint a suitable replacement.

(B) The Parties will submit the Dispute in writing to the Project Mediator, and afford to the Project Mediator access to all records, documents and information related to the Dispute that the Project Mediator may request; provided however, no Party will be required to provide anything that would be protected by privilege, including but not limited to lawyer-client communications, work product, and litigation privilege, and any comparable privilege in any court or other adjudicatory body. The Parties shall meet with the Project Mediator at such reasonable times as the Project Mediator may require and shall, throughout the intervention of the Project Mediator, negotiate in good faith to resolve the dispute. All proceedings are agreed to be without prejudice, and the cost of the Project Mediator will be shared equally between the Parties.

(C) If the dispute cannot be resolved within forty-five (45) Days of the Project Mediator being requested to assist, or within such further period agreed to by the Parties, the Project Mediator may terminate the negotiations by giving notice to the Parties. However, the Project Mediator may declare an impasse and terminate the negotiations at any time during the mediation period.

Agreement in Full Force and Effect. Performance of the Agreement and the Work shall continue during any Dispute, provided that performance of the Work in dispute shall only continue if, and in the manner, Contractor so directs. Except as otherwise provided in this Agreement, no payments due or payable by Contractor shall be withheld on account of a Dispute other than payments which are the subject of the Dispute.

Insurance

Without limiting in any way the scope of any obligations or liabilities assumed hereunder by Subcontractor, Subcontractor shall procure or cause to be procured and maintained at its expense, for the duration of this Subcontract, the insurance policies described in **Exhibit C - Insurance**.

The General Liability, Business Automobile Liability, Umbrella or Excess Liability and Pollution Liability Policies shall include Contractor, Company and its subsidiaries and affiliates, and the third parties as listed in **Exhibit D – Additional Insured**.



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As it Pertains to Project	Columbia Gas Transmission MXP Spread 1	Subcontract Number	2018-01-14
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Liens

To the extent Contractor is timely compensating Subcontractor as required under this Agreement, Subcontractor shall cause any Lien which may be filed or recorded against the Work, the Facility, the Work Site or any lands or property of Company due to Subcontractor's failure to pay any undisputed amounts owed to its employees, sub-subcontractors, or suppliers to be released and discharged forthwith at the cost and expense of Subcontractor. If Subcontractor fails to release or obtain the release and discharge any such Lien, then Contractor may, but shall not be obliged to, discharge, release or otherwise deal with the Lien, and Subcontractor shall pay any and all costs and expenses incurred by Contractor in so releasing, discharging or otherwise dealing with the Lien, including fees and expenses of legal counsel. Any amounts so paid by Contractor may be deducted from any amounts due Subcontractor whether under the Agreement or otherwise. No amounts are payable by Contractor to Subcontractor so long as such a Lien remains registered against the Work, the Facilities, the Work Site or any lands or property of Contractor, arising out of the Work.

Subcontractors Liability and Indemnity

Subcontractor shall be liable to Contractor and Company for any and all Claims incurred by or suffered by Contractor or Company, to the property of Company, the Work or the Facilities, to the extent caused by Subcontractor's breach or non-compliance with any term or provision of this Agreement, or inaccuracy or incompleteness of any representation or warranty herein, or the fault, negligence or willful misconduct, whether active or passive, of Subcontractor or any of Subcontractor's third party vendors or Subcontractors, or their respective directors, officers, employees, agents, servants, representatives or any other person directly or indirectly acting on their behalf or under their direction or control.

Subcontractor shall defend, indemnify and hold harmless Contractor, its Affiliates, and each of their officers, directors, employees, invitees, consultants, contractors, representatives and agents and any other person directly or indirectly acting on any of the foregoing's behalf or under their direction or control (collectively, the "Contractor Indemnified Parties") from and against any and all Claims of whatever nature, including all fees and expenses of legal counsel, legal proceedings, investigations or dispute resolution costs which may be brought against Contractor Indemnified Parties or which Contractor Indemnified Parties may incur, suffer, sustain or pay to the extent caused by:

- (A) any breach or non-compliance with any term or provisions of this Agreement, or inaccuracy or incompleteness of any representation or warranty, by Subcontractor;
- (B) the fault, negligence, or willful misconduct, whether active or passive, of Subcontractor or any third party subcontractor of Subcontractor, or their respective directors, officers, employees, agents, servants, representatives or any other person directly or indirectly acting on their behalf or under their direction or control (or any acts or omissions of Contractor, Other subcontractors or their respective employees or agents while acting under the direction and control of Subcontractor or any of Subcontractor's third party vendors or Subcontractors or their respective employees or agents), related to this Agreement or the performance or non-performance of the Work hereunder;
- (C) any taxes or third-party obligations, or any related contributions and penalties, imposed on Subcontractor or Contractor by any Governmental Authority or other authority, to the extent payable by and the responsibility of Subcontractor as a result of the Agreement;
- (D) the failure of Subcontractor or any of Subcontractor's third-party vendors or Subcontractors to comply with the Law, including any fine, penalty, sanction imposed or assessed by any Governmental Authority relating to such failure, related to this Agreement or the performance or non-performance of the Work hereunder;
- (E) any patent, trademark, copyright, industrial design, or other intellectual property infringement pertaining to any equipment, machinery, materials, compositions, processes, methods or designs, specified for use or used by Subcontractor in connection with the Work, except for those supplied or specified for use by Contractor to Subcontractor;



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As it Pertains to Project	Columbia Gas Transmission MXP Spread 1	Subcontract Number	2018-01-14
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(F) all Liens and claims made or liability incurred by Contractor on account of the Work performed or materials supplied by any Subcontractor, including fees and expenses of legal counsel, but only to the extent Subcontractor has been paid by Contract all amounts due under this Agreement; and

(G) any of Subcontractor Prepared Documents being incorrect or inconsistent with the Agreement or the Law.

Subcontractor shall, at its sole cost and expense, if requested by Contractor, defend any Contractor Indemnified Party entitled to be indemnified under this article. Contractor shall have the right, if it so elects, to participate in any such defense and Subcontractor shall have the right to settle claims without first consulting Contractor, provided that if any settlement of any Claim would lead to liability or create any financial or other obligation on the part of any Contractor Indemnified Party, Subcontractor shall not enter into any such settlement without the consent of Contractor. If Contractor, acting reasonably, considers that the failure to settle any claim, demand, action or proceeding to which it or others are entitled to be indemnified by Subcontractor would be detrimental to its interests, it may so notify Subcontractor, and if, within ten (10) Days thereafter, Subcontractor fails to conclude a settlement with the claimant, then Contractor may, in its reasonable discretion, settle the claim, demand, action or proceeding in such amount as it considers reasonable and Subcontractor agrees to immediately pay to Contractor all or such portion of the amount so paid in settlement as Contractor, in its reasonable discretion, designates as Subcontractor's liability.

The obligations of Subcontractor under this article shall not be construed to negate, abridge or reduce other rights or remedies of any Contractor Indemnified Parties which would otherwise exist.

Contractor shall indemnify and hold harmless Subcontractor and its officers, directors, employees, consultants, and agents (collectively, the "Subcontractor Indemnified Parties") from and against any and all Claims which may be brought against Subcontractor Indemnified Parties or which Subcontractor Indemnified Parties may incur, suffer, sustain or pay arising out of or in connection with any Claims which arise on account of and are attributable to:

- (A) a lack of or defect in title or an alleged lack of or defect in title to the Work Site;
- (B) an environmental condition at the Work Site which is the responsibility of the project;
- (C) Hazardous Materials supplied by Contractor in connection with this Agreement and while under Contractor's care and control;
- (D) defective Project Supplied Materials; and
- (e) the negligence or willful misconduct of Contractor Indemnified Parties.

If Contractor accepts the responsibility to indemnify a Subcontractor Indemnified Party, then it shall be entitled to retain and instruct legal counsel to act for and on behalf of such Subcontractor Indemnified Party and to settle, compromise and pay any claim, demand, action or proceeding with prior approval from the Subcontractor Indemnified Party in whose favor the indemnity has been provided. Subcontractor shall, and shall cause any other Subcontractor Indemnified Party to co-operate in all respects in contesting any third-party claim for which Contractor has accepted responsibility.

The obligations of Contractor under this article shall not be construed to negate, abridge or reduce any other rights or remedies of any Subcontractor Indemnified Party which would otherwise exist.

Notwithstanding anything else in the Agreement, neither Party shall be liable to the other Party for consequential, incidental or indirect damages, except (i) to the extent of amounts recoverable under a policy or policies of insurance required to be maintained pursuant to the provisions of the Agreement, whether required to be maintained by Subcontractor or Contractor, (ii) the obligation to indemnify and defend against third party Claims arising in tort for bodily injury and property damage pursuant to article 32, or (iii) as caused by the applicable Party's willful misconduct or gross negligence.



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Notwithstanding anything else in this Agreement, the maximum liability of either Party under this Agreement, whether based on tort, strict liability, breach of contract or otherwise, shall be limited to the Price, except: (i) to the extent such liability arises from the Party's fraud, gross negligence or willful misconduct; (ii) amounts recoverable under a policy or policies of insurance required to be maintained by the indemnifying Party hereunder shall be in addition to the cap on liability in this section; or (iii) pursuant to the obligation to indemnify and defend against third party Claims arising in tort for bodily injury and property damage pursuant to this Article; (iv) unless otherwise agreed to in this Agreement, any amendments to this Agreement, any Change Orders or any other writing signed by both parties.

Warranty:

Subcontractor represents and warrants that it has the requisite competence, skill, physical resources, and number of trained, skilled, and licensed personnel (qualified by education and experience to perform its assigned tasks), required hereunder and that it has and shall maintain the capability, experience, registrations, licenses, permits, and government approvals required to perform the Work herein.

Subcontractor shall be duly incorporated and validly existing under the Law and it is registered and qualified to do business and perform the Work in each jurisdiction in which the Work is to be performed.

Subcontractor hereby warrants and guarantees that all Subcontractor furnished materials will be merchantable, new, unless specifically noted otherwise in the Subcontract Documents, and will be free from defects in design, workmanship, and materials; and that all Work shall be (i) performed in accordance with the industry practices within the industry prevailing at the time of the Agreement (ii) performed in compliance with all applicable federal, state or local laws, ordinances, and regulations, including all Environmental Requirements, Safety and Health Requirements, 29 CFR part 470 (the Beck Notice), and all applicable judicial decrees or voluntary remediation agreements; (iii) performed in conformance with the Subcontract Documents for the specific Project; (iv) suitable for its intended purpose as specified in the Subcontract Documents or as otherwise known by Subcontractor; (v) fit for the particular purpose intended by the Subcontract Documents; (vi) fully tested pursuant to the Subcontract Documents; and (vii) performed in a manner that does not infringe any patent, copyright, trade secret right, trademark right, or any other intellectual property or proprietary right of any third party.

In addition to Subcontractor's warranty obligations, Subcontractor agrees when applicable to the Work to be performed under this Agreement, at any time during the term of this Agreement, to repair, re-perform or replace, at Contractor's option, any Defective Work (including, without limitation, materials). All costs and expenses associated with access to or repair or replacement of Defective Work, including all transportation costs, shall be paid by Subcontractor, and Contractor may charge Subcontractor all expenses of unpacking, examining, repacking, and reshipping any rejected Defective Work. This obligation shall extend for a period of one year from the date of final payment or from the completion date for a specific Project, whichever occurs later. All warranties for any repaired or replaced Defective Work shall be extended to one year from the date of Contractor's acceptance of the repaired or replaced Defective Work or for the duration of the unused warranty period if such period is longer; however, in no event shall the Warranty Period exceed an aggregate of twenty-four (24) months. Subcontractor shall maintain equipment and replace Work damaged as a consequence of Defective Work, all without any cost to Contractor.

With respect to any materials or equipment procured by Contractor from a vendor, Contractor's liability for such materials and equipment shall be limited to "passing through" to Company the benefits of any warranty received from the applicable vendor to Company. The foregoing warranties are in lieu of all other express, implied and/or statutory warranties.

Hazardous Materials

"Hazardous Material" means any pollutant, contaminant, constituent, chemical, mixture, raw material, intermediate product, finished product or by-product, hydrocarbon or any fraction thereof, asbestos or asbestos-containing material, polychlorinated biphenyls, or industrial, solid, toxic, radioactive, infectious, disease-causing or hazardous substance, material, waste or agent, including all substances, material or wastes which are identified or regulated under any Law or the Policies and Guidelines or which may threaten life or property or adversely affect human, animal or vegetation health or the environment



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GENERAL TERMS AND CONDITIONS

As it Pertains to Project	Columbia Gas Transmission MXP Spread 1	Subcontract Number	2018-01-14
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Subcontractor shall examine the Project Sites involved in performing the Work and shall secure full knowledge of all reasonably ascertainable conditions under which the Work is to be executed and completed.

Subcontractor shall not perform any Work in which it uses or incorporates, in whole or in part, any Hazardous Materials in violation of any such Environmental Requirements, or in such a manner as to leave any Hazardous Materials which could be hazardous to persons or property or cause liability to Contractor. Subcontractor shall notify Contractor in writing upon receipt of any material at the Project Site requiring Material Safety Data Sheets (MSDS), and Subcontractor shall promptly provide the MSDS; furthermore, Subcontractor shall remove all unused materials and Subcontractor Waste Materials from the Project Site upon completion of the Work and properly dispose of all such Waste Materials.

Unless the release of Hazardous Materials is the subject of the Project, Subcontractor shall upon discovery of an existing or suspected release on or at the Project Site, cease Work in that area, immediately contact the Contractor's Designated Representative and notify Contractor in writing. If the release is subject to reporting pursuant to any Environmental Requirements, Subcontractor shall timely report the release to governmental authorities, or ensure in a timely manner Contractor's Representative is notified and reports the release to governmental authorities. Subcontractor shall continue Work at the Project Site in the areas unaffected by the release unless otherwise advised by Contractor. Upon the agreement by Subcontractor through a written change order, Subcontractor shall remove and properly dispose of all Hazardous Materials and Waste Materials in compliance with all applicable federal, state, and local requirements governing such Hazardous Materials and removal, transportation, and disposal thereof. Upon request, Subcontractor shall provide Contractor with a copy of any licenses, permits, or manifests used in connection with the disposal of any Hazardous Materials or Waste Materials.

In the event Subcontractor transports Waste Materials to an off-site facility (or facilities) for treatment and/or disposal, Subcontractor shall ensure that such facility is in compliance with all Environmental Requirements.

Subcontractor shall handle and preserve, all Waste Materials samples, cuttings, or Hazardous Materials taken for characterization or other like reasons in a manner consistent with the level of care and skill exercised by other Subcontractors under similar circumstances at the time the samples are obtained.

Safety

The Subcontractor acknowledges Contractor's drug free workplace policy and agrees employees shall be subject to pre-employment and random testing in accordance with the Contractor's policy.

Subcontractor shall comply with all applicable local and federal safety and health requirements and laws, regulations, order, directives, codes and guidelines, including OSHA. Subcontractor shall also comply with Owner Safety and Security Requirements as attached by Exhibit. Site specific safety training will be required.

Subcontractor represents and warrants that it has an effective health and safety management system that ensures the Work at the Work Site will be carried out safely and in compliance with OHS Legislation and the Agreement. More specifically, Subcontractor represents and warrants that its health and safety management system includes (i) safe work procedures and policies; (ii) safety orientation courses; and (iii) any other operational controls (the "Safety Programs"), all of which meet or exceed the safety requirements of all OHS Legislation and the specifications provided by Exhibit attached as Occupational Health and Safety Specifications for Prime/General Contractors.

Subcontractor shall undertake and implement all safety measures, precautions and programs, including any special precautions which may be required due to hazardous or otherwise dangerous parts of the Work and shall provide all necessary protection to prevent damage, injury or loss to:

- (a) All persons performing the Work and all other persons who may be affected by the Work;
- (b) All the Work and all materials and equipment whether in storage on or off the Site, under the care, custody or control Subcontractors or agents; and



EXHIBIT G GENERAL TERMS AND CONDITIONS

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- (c) Other property at the Site or adjacent areas, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Subcontractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury, or loss. As required by law, existing conditions, and the progress of the Work, Subcontractor shall erect, maintain, and otherwise implement all such safeguards necessary for safety and protection. Such safeguards shall include, but are not limited to, posting danger signs and other warnings against hazards, promulgating safety procedures and notifying owners and users of adjacent facilities.

Contractor and Company shall have the right to stop any work at the Work site which is thought to be unsafe or not in conformity with OHS Legislation or the Site Specific Safety Plan.

Subcontractor shall exercise the utmost care when the use or storage of explosives or other Hazardous Materials or equipment is necessary for the performance of the Work. Subcontractor shall place all explosives or Hazardous Materials under the supervision of properly qualified personnel in accordance with all existing laws, ordinances, codes, rules, regulations, orders, and decisions of all governmental authorities having jurisdiction over the Project Site.

In any emergency affecting the safety of persons or property arising out of the Work, Subcontractor shall act immediately (i) to prevent threatened damage, injury, or loss, and (ii) contact the Contractor's Designated Representative of such emergency.

Substance Abuse Policy

- a) For Projects that involve natural gas pipelines or liquefied natural gas facilities, the Department of Transportation (DOT) has instituted rules to control the use of drugs and alcohol in the Natural Gas and Hazardous Liquid Pipeline Industry as well as at Liquefied Natural Gas (LNG) facilities. All contractors that have employees who work in positions covered by the applicable regulations are required to establish an anti-drug and alcohol testing program that complies with (1) 49 CFR Parts 199 and 40 of the DOT Regulations and/or (2) applicable state requirements for natural gas pipelines or LNG facilities. The Subcontractor warrants that all of its employees performing Work for the project are in compliance with the above referenced regulations and such anti-drug and alcohol testing programs.

Personal Protective Equipment (PPE) shall be worn and properly utilized, at all times, by Subcontractor's employees while on the job site or while undertaking any work associated with the Project. Subcontractor shall furnish, at its own expense, any necessary material and/or training to conform to these requirements.

Owner's employees or agents may stop work or require corrective action should they determine, in their reasonable discretion, that Subcontractor's work procedures or equipment do not comply with applicable safety requirements. Owner's reasonable decision to stop or alter Subcontractor's unsafe work procedures or equipment shall not obligate Owner or Contractor to reimburse Subcontractor for any associated lost time or other costs. Such costs shall be the sole responsibility of the Subcontractor.

Prior to commencement of construction activities, Subcontractor shall make the necessary notification(s) to the appropriate utility warning one call system(s). In areas not covered by one call systems, Subcontractor shall notify Operators of any foreign facilities encountered during construction.

Subcontractor acknowledges that it has received, read, understands, and will comply with the Minimum Requirements For Pipeline Construction In Close Proximity To High Voltage A.C. Overhead Electric Power Lines and shall comply with all requirements and standards therein.

Operator Qualification

For Projects that involve natural gas pipelines or liquefied natural gas facilities, the DOT has instituted rules establishing the requirements and responsibilities for the qualification of individuals who perform covered tasks as



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defined within 49 CFR, Part 192. If required by Owner or 49 CFR, Part 192 prior to October 28, 2002 and for all Projects which involve covered tasks as defined in 49 CFR, Part 192 after October 28, 2002, Subcontractor shall provide and maintain a written plan identifying its DOT Operator Qualification program that meets the requirements of 49 CFR, Part 192, Subpart N and Owner's approval. The Subcontractor shall certify that all of its employees performing Work for the project are in compliance with the above referenced regulations and any subsequent regulations issued by DOT. Subcontractor shall use only qualified employees to perform covered tasks and provide Contractor with documentation of any modifications that are made in its written plan or its employee's qualifications to perform those covered tasks (at an interval of not less than once per month).

CONTRACTOR RELEASE FOR INTERIM PAYMENT (US)

This Release is delivered pursuant to Exhibit L8 of the construction Contract No.: 4600008133 between Columbia Gas Transmission, LLC and _____.

Contractor's Name: _____

Address: _____

Phone No.: _____

Project: _____

[Contract Title]

Project Owner: _____

Release Effective Date: _____

[Current Invoice Date]

- 1) I am [Contractor's Project Manager, President or Contractor's Chief Financial Officer] of the Contractor and I have personal knowledge of the facts herein declared and I make this declaration in my capacity as an authorized signatory of the Contractor.
- 2) I am duly authorized to make the following declaration, and to act on behalf of the Contractor with respect to the Project.
- 3) This sworn declaration is delivered with request for payment [Invoice No.], dated [Date] (the "Current Invoice") and the related progress report [XXX].
- 4) The Work for which payment is requested has been performed and the quality thereof is in accordance with the terms of the Contract.
- 5) The Contractor is entitled to payment of the amount invoiced on the Current Invoice.
- 6) Title to all equipment and materials to be incorporated into the Work and/or Facilities for which payment is sought has passed or will pass to the Company in accordance with the terms of the Contract.
- 7) Contractor does not have any claims relating to Work completed up to the date of the Current Invoice, other than claims which have been provided to the Company in writing.
- 8) To the extent permitted by Law, upon receipt of the amount invoiced, the Facilities will be free from the Liens of its Subcontractors and its Subcontractors' personnel for the Work invoiced.
- 9) All of the facts hereinbefore declared are true.

[Contractor's Full Legal Name]

[Signatory's Name], [Signatory's Title]
Authorized Signatory

Declared before me in [City], [State], on this [Day] day of [Month] 2015.

EXHIBIT B

Office of the Secretary of State
Building 1 Suite 157-K
1900 Kanawha Blvd E.
Charleston, WV 25305



Mac Warner
Secretary of State
State of West Virginia
Phone: 304-558-6000
886-767-8683
Visit us online:
www.wvsos.com

DANIELS LAW FIRM
BB&T SQUARE, 300 SUMMERS STREET
SUITE 1270
CHARLESTON, WV 25301

Control Number: 232779

Defendant: COLUMBIA GAS TRANSMISSION
LLC
209 West Washington Street
Charleston, WV 25302 US

Agent: Corporation Service Company

County: State of West Virginia

Civil Action: NML

Certified Number: 92148901125134100002459670

Service Date: 1/18/2019

I am enclosing:

1 notice of mechanic's lien

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in your name and on your behalf.

*Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in your name and on your behalf as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper, **not to the Secretary of State's office.***

Sincerely,

A handwritten signature in cursive script that reads "Mac Warner".

Mac Warner
Secretary of State

Office of the Secretary of State
Building 1 Suite 157-K
1900 Kanawha Blvd E.
Charleston, WV 25305



Mac Warner
Secretary of State
State of West Virginia
Phone: 304-558-6000
886-767-8683
Visit us online:
www.wvsos.com

DANIELS LAW FIRM
BB&T SQUARE, 300 SUMMERS STREET
SUITE 1270
CHARLESTON, WV 25301

Control Number: 232778

Defendant: TRANSCANADA USA SERVICES,
INC.
209 West Washington Street
Charleston, WV 25302 US

Agent: Corporation Service Company

County: State of West Virginia

Civil Action: NML

Certified Number: 92148901125134100002459663

Service Date: 1/18/2019

I am enclosing:

1 notice of mechanic's lien

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in the name and on behalf of your corporation.

*Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in the name and on behalf of your corporation as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper, **not to the Secretary of State's office.***

Sincerely,

A handwritten signature in cursive script that reads "Mac Warner".

Mac Warner
Secretary of State

Wetzel County
Carol S Haight, Clerk
Instrument 262113
01/18/2019 @ 10:14:43 AM
MECHANICS LIEN
Book 7 @ Page 96
Pages Recorded 30
Recording Cost \$ 39.00

NOTICE OF MECHANICS' LIEN

To:

Columbia Gas Transmission, LLC
700 Louisiana Street, Ste. 700
Houston, TX 77002

Transcanada USA Services Inc
c/o CORPORATION SERVICE COMPANY
209 West Washington Street
Charleston, WV 25302

Columbia Gas Transmission, LLC
c/o Corporation Service Company
209 West Washington Street
Charleston, WV 25302

Transcanada USA Services Inc
1700 MacCorkle Avenue SE
Charleston, WV 25314

You will please take notice that the undersigned Schmid Pipeline Construction, Inc. was and is subcontractor with Welded Construction L.P. who was and is general contractor for the furnishing of materials and doing of the work and labor, necessary to the construction of a certain portions of a natural gas pipeline, including without limitation, performing excavation, laying pipe, lining up welds, coating pipe, and backfilling and padding the pipeline (specifically between station numbers 781+50 and 801+76), on the Mountaineer Express Pipeline Project, owned by you and situate on a series of easements held by you in the County of Wetzel, as more fully described in Exhibit A attached hereto, and that the contract price and value of said work and materials is \$2,361,914.00. You are further notified that the undersigned has not been paid therefor and that Schmid Pipeline Construction, Inc. claims and will claim a lien upon your interest in the said lot (or tract) of land and upon the buildings, structures and improvements thereon (including, but not limited to the pipeline) to secure the payment of the said sum.

Date: January 14, 2019

SCHMID PIPELINE CONSTRUCTION, INC.

By:


Name: Joel Iakiri

Title: Senior Vice President and Director

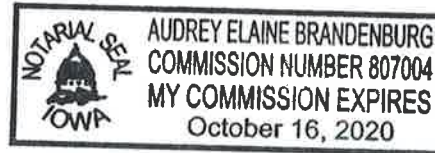
State of Iowa,

County of Jackson, being first duly sworn, upon his or her oath says that the statements in the foregoing notice of mechanic's lien are true, as he or she verily believes.

Taken, subscribed and sworn to before me this 14th day of, January, 2019


Audrey Brandenburg, Notary

My commission expires October 16, 2020



BRENT GEARHART - CPG-FIELD OFFICE
320 SOUTHVIEW DRIVE, SUITE 300
BRIDGEPORT WV 26330-4679

EXHIBIT A

Project Tract Number: WV-WZ-0063.000

EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT ("Agreement") is made this February day of 2018, between Norman E. Keeney, Jr. and Nancy M. Keeney, his wife whose address is 1397 Old Westminster Road, Westminster, MD 21157 ("Grantor"), and COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company ("Grantee"), with an address of 1700 MacCorkle Avenue, S.E., Charleston, WV 25314.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, Grantor does hereby grant, sell, convey and warrant unto Grantee a perpetual easement and right-of-way for the purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing, altering, changing the size of, upgrading, reconstructing, and removing or abandoning in place one pipeline with a maximum diameter of thirty-six inches (36") for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines together with the right to construct, maintain, inspect, operate, replace, relay and/or remove all roadways, fittings, launchers, receivers, cathodic protection equipment, pipeline markers, overhead or underground electric lines, regulators and all other above and below ground equipment and appurtenances thereto (collectively, the "Facilities" and all of Grantee's rights hereunder associated therewith shall be the "Purpose"), on, under, across and/or through a strip of land 50 feet in width, as more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Right of Way") located on certain real property being described in that certain Deed, dated August 29, 1989, from Ray C. Herman and Rose M. Herman, his wife to Norman E. Keeney, Jr. and Nancy M. Keeney, husband and wife, and unto the survivor of them, as joint tenants and not as tenants in common recorded in the County Clerk's Office for Wetzel County, West Virginia in Deed Book 330, Page 64, with property tax parcel identification number 12-9-45, being more particularly described as 113.36 acres of land, more or less, situated in Proctor District, Wetzel County, West Virginia, and being bounded by the following:

On the North by the lands of: 12-9-40

On the South by the lands of: 12-14-4.1

On the East by lands of: 12-9-46

On the West by lands of: 12-14-3

(the "Property"); together with all privileges necessary or convenient for the full use of the rights herein granted, and the right of pedestrian and vehicular ingress and egress over and across the Property and any adjacent land owned by Grantor, including, without limitation, the right to use existing and future roads and gates located on such property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, for the Purpose granted herein.

NOW THEREFORE, Grantor and Grantee agree as follows:

1. **Temporary Work Spaces.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as "Temporary Work Space", "Additional Temporary Work Space" and/or "Staging Area" (together, the "Temporary Work Spaces") as shown on Exhibit A for the surveying, laying, and constructing of the Facilities installed pursuant to the terms herein and all activities incident thereto.

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2. **Location.** Grantor acknowledges that (i) Grantee, in its sole discretion and for no additional consideration to Grantee, shall have the right to change the location of the Right of Way and/or Temporary Work Spaces on the Property prior to the start of construction of the Project because of field variances or engineering and/or other site or construction related factors; and (ii) Grantee shall have the right to acquire additional Temporary Work Spaces from Grantor to the extent desired by Grantee, and, the location of any new Temporary Work Space or change in the location of the Right of Way and/or Temporary Work Spaces shall be deemed approved if (a) located within the current survey corridor (i.e. 200 feet on either side of the Right of Way centerline), and (b) the new location does not materially and adversely affect existing above-ground structures, otherwise the new location of the Right of Way and/or Temporary Work Spaces shall be subject to the Grantor's approval, such approval not to be unreasonably withheld, conditioned or delayed. Grantor agrees to execute and deliver to Grantee any additional documents needed to effectuate any change in location of the Right of Way and/or Temporary Workspace, to correct the description of the Right of Way and/or Temporary Work Spaces to conform to the actual location of the Right of Way and/or Temporary Work Spaces, and/or to convey to Grantee rights to any new Temporary Work Spaces or Right of Way, including, without limitation, the execution of amendments to this Agreement. If such documents are required, they will be prepared by Grantee at Grantee's expense.

3. **Utilities.** In the event any electric, cable, water or other utility facilities (including, without limitation, water pipes, electric poles and electric wires) are located within the Right of Way and/or Temporary Work Spaces and, in Grantee's reasonable judgment, such utilities interfere with, pose a hazard to, or otherwise impact the construction and operation of Grantee's Facilities and the exercise of Grantee's rights herein, then Grantee shall have the right to relocate, or cause to be relocated, such utility facilities to an alternate location on the Property. The alternate location shall be subject to Grantor's reasonable approval, which shall not be unreasonably withheld, conditioned, or delayed, and which approval shall be deemed given in the event Grantor does not respond to a request for approval of an alternate location within five (5) business days following Grantor's receipt of such request. Notwithstanding the foregoing, the alternate location shall be deemed approved if the alternate location (i) is within the current survey corridor and (ii) does not materially and adversely affect existing above-ground structures. Grantor agrees to promptly execute such documents as reasonably required by Grantee or any third party utility owner in connection with the relocation of such utility facilities, including, without limitation, any easements, amendments, consents or license agreements. For the avoidance of doubt, Grantor acknowledges that any utility facilities subject to relocation pursuant to this Section 3 may, but shall not be required to be, relocated to a different location within the Right of Way and/or Temporary Workspace, as applicable. Grantee shall use commercially reasonable efforts to minimize any interruption of utility service to Grantor during any such relocation.

4. **Grantor's Continuing Rights / Encroachments.** Grantor may fully use and enjoy the Right of Way to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee's exercise of its rights hereunder; provided, however, Grantor shall not place or permit to be placed any temporary or permanent structure or obstruction of any kind in, on or under the Right of Way, unless specifically approved in writing by Grantee, and shall not excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way. Grantee shall have the right to clear the Right of Way and Temporary Work Spaces of all such encroachments, including all trees, brush, shrubbery or other vegetation, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee's exercise of its rights to clear the Right of Way of all encroachments and vegetation. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way to any third parties without

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the prior written consent of Grantee, which consent will not be unreasonably withheld, conditioned, or delayed.

5. **Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.
6. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantor has, or may have, to provide natural gas service from any of its pipelines to any and all residences or structures on Grantor's property described above.
7. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, "**Claims**") arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character claimed by third parties, to the extent such Claims result from the action, negligence or willful misconduct of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement.

Notwithstanding the foregoing or anything to the contrary contained herein, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for any and all damages, costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance, or Grantee's exercise, of the rights set forth herein, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, or any other damages, costs and expenses attributable to or arising from Grantee's proper execution of the initial construction, mitigation, and restoration activities within the Right of Way and Temporary Work Spaces and the proper installation, presence or operation of the Facilities upon the Property. Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the gross negligence or willful misconduct of Grantee.
8. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.
9. **Covenants Running with the Land.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on the parties hereto and their respective heirs, successors and assigns.
10. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between Grantor and Grantee covering the subject matter hereof.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of West Virginia.

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12. **Counterparts.** This Agreement may be executed by Grantor and Grantee in two or more counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.
13. **Integration.** This Agreement, together with that certain Supplemental Agreement between Grantor and Grantee dated as of the date hereof, supersedes all prior verbal or written agreements, representations or understandings pertaining to the subject matter of this Agreement, and may be modified or amended only by a written agreement signed by Grantor and Grantee.
14. **Temporary/Permanent Fencing Requirements.** It is hereby agreed that, in all areas along the Right of Way where existing fencing of Grantor is removed for construction purposes, or where livestock exist, Grantee shall install temporary smooth wire fencing and gates, as necessary, to contain Grantor's livestock and prohibit unwanted trespass. Upon completion of Grantee's construction activities, Grantee shall replace the removed fencing with "smooth wire" fencing, shall remove the temporary fencing, and shall place gates across the right-of-way as necessary for future access along the right-of-way route; provided that Grantee may replace masonry fences with wood or metal fences.

[Signatures appear on following page]

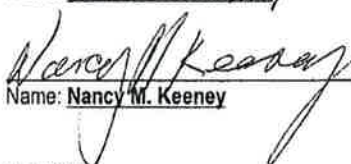
Project Tract Number: WV-WZ-0063.000

DECLARATION OF CONSIDERATION OR VALUE: The parties herein declare that the total consideration paid for the right-of-way agreement property interests transferred by this document is (\$81,900.00).

IN WITNESS WHEREOF, intending to be legally bound hereby, the Grantor and Grantee have executed this Agreement as of the date first set forth above.

GRANTOR:


Name: Norman E. Keeney, Jr.


Name: Nancy M. Keeney

GRANTEE:

COLUMBIA GAS TRANSMISSION, LLC,
a Delaware limited liability company

By: 
Name: Andrew Craig

Title: Manager, US Land

COLUMBIA GAS TRANSMISSION, LLC,
a Delaware limited liability company

By: 
Name: Anthony Capp

Title: MXP Land Project Manager

[Acknowledgments appear on following page]

Project Tract Number: WV-WZ-0063.000

STATE OF Maryland
COUNTY OF Carroll, to-wit:

I, Brittany Nicole Ensor a Notary Public in and for the county and state
aforesaid, do hereby certify that Norman E. Keeney, Jr. and Nancy M. Keeney, his wife, whose name is
signed to the writing hereto annexed, bearing date the 8th day of February, 2018, has this day
acknowledged the same before me in my said county.

Given under my hand and official seal this 8th day of February, 2018.

My commission expires 11/14/2021.

Brittany Ensor
Notary Public

[SEAL]



Project Tract Number: WV-WZ-0063.000

STATE OF Texas
COUNTY OF Harris, to-wit:

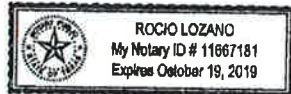
I, Rocio Lozano, a Notary Public in and for the county and state aforesaid, do hereby certify that Andrew Craig, whose name is signed to the writing hereto annexed, bearing date the 10 day of April, 2018, for COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company, has this day in my said county, before me, acknowledged the said writing to the act and deed of said limited liability company.

Given under my hand and official seal this 10 day of April, 2018.

My commission expires 10/19/19.

[SEAL]

Rocio Lozano
Notary Public



STATE OF W.V.
COUNTY OF Harrison, to-wit:

I, John Shradar, a Notary Public in and for the county and state aforesaid, do hereby certify that Anthony Capp, whose name is signed to the writing hereto annexed, bearing date the 9 day of February, 2018, for COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company, has this day in my said county, before me, acknowledged the said writing to the act and deed of said limited liability company.

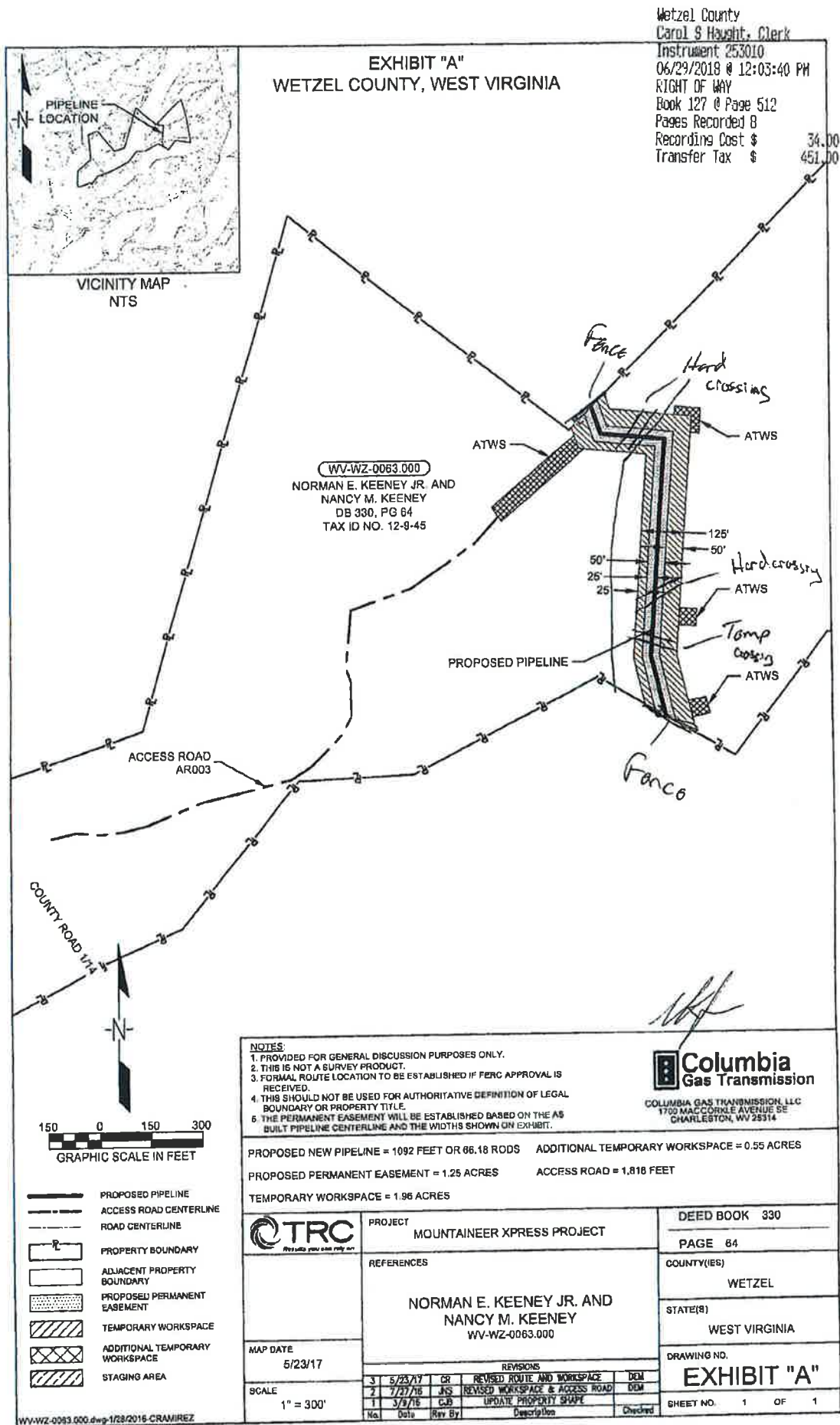
Given under my hand and official seal this 20 day of April, 2018.

My commission expires 10/28/2020.



John Shradar
Notary Public

This document prepared by:
Columbia Pipeline Group, Legal Department
Columbia Pipeline Group
1700 MacCorkle Avenue SE
Charleston, WV 25314



BRENT GEARHART - CPG-FIELD OFFICE
320 SOUTHVIEW DRIVE, SUITE 300
BRIDGEPORT WV 26330-4679

ROW#WV-WZ-0067.000

**WEST VIRGINIA
RIGHT-OF-WAY AGREEMENT**

5th THIS RIGHT-OF-WAY AGREEMENT ("Agreement") is made this day of March, 2018 between APPALACHIA MIDSTREAM SERVICES, LLC, an Oklahoma limited liability company, whose mailing address is P.O. Box 645, Attention: Real Estate – Midstream, Tulsa, Oklahoma 74101-0645, Grantor(s), and COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company, with a place of business at 1700 MacCorkle Avenue, S.E., Charleston, WV 25314, and a mailing address of P. O. Box 1273, Charleston, WV 25325-1273, Grantee.

WITNESSETH

GRANT. In consideration of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee the non-exclusive right to:

- (1) construct, operate, maintain, replace, repair, alter the size of (anywhere within the right-of-way area defined below), and remove, abandon or retire one underground pipeline for transporting gas with associated fluids, or other substances that can be transported through pipelines; however, there shall be no aboveground appurtenances such as risers, valves, drips, hydrate removal systems and other appurtenances, unless provided for in a separate written agreement between the parties hereto;
- (2) perform pre-construction work;
- (3) ingress to and egress from the right-of-way area by means of existing or future roads and other reasonable routes on the premises described below; and
- (4) exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the right-of-way of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, and brush and overhanging branches from the right-of-way;

under, on, across and through Grantor's property situate in the District of Proctor, Wetzel County, West Virginia, containing 95.50 acres, more or less, as more particularly described in that certain deed dated October 27, 2015, from Ronnie E. Wade and Yvonne M. Wade, to Appalachia Midstream Services, LLC, an Oklahoma limited liability company, recorded in the Office of the County Clerk of Wetzel County at Deed Book 446, Page 617, and incorporated herein by reference for a more particular description of said property.

Being further identified as tax map property or permanent parcel identification numbers: 12-14-4.1 & 12-14-4.4

PERMANENT RIGHT-OF-WAY AREA. The right-of-way area shall be a strip of land 50 feet wide, being 25 feet on each side of the center of the pipeline, unless and to the extent that (a) the pipeline is installed nearer than 25 feet to a boundary of the property, in which case the right-of-way area shall extend from the boundary on the near side to 25 feet on the other side of the pipeline, or (b) the pipeline is installed on an adjoining tract of land, in which case the right-of-way area shall extend from the boundary into Grantor's property to a point that is 25 feet from the center of the pipeline, as further described on Exhibit A attached hereto and made a part hereof.

TEMPORARY CONSTRUCTION EASEMENT. In addition to the permanent right-of-way area as defined above, Grantor grants Grantee a temporary easement seventy-five (75) feet wide as depicted on Exhibit A, adjoining the permanent right-of-way area, for the purpose of enabling Grantee to initially construct the pipeline and to conduct all activities incident thereto, including restoration or clean-up activities. Each time a temporary construction easement is utilized, Grantee shall pay for damage as set out in the paragraph below entitled "PAYMENTS FOR DAMAGE." It is understood, however, that Grantor shall be free to build any improvements it may choose to build within the temporary workspace after the initial construction of the pipeline. If reflected on Exhibit A, additional temporary workspace will be utilized for the construction of the project and will revert back to Grantor at the completion of such activities.

PIPELINE DEPTH: Grantee agrees to bury its pipeline so that the top of said pipeline will be buried at least forty-eight inches (48") below the existing ground level contour at the time of initial construction.

GRANTOR'S RIGHT OF POSSESSION; CROSSING PIPELINES OF GRANTOR OR ITS ASSIGNS.

The pipeline shall be buried so as not to interfere with the cultivation or other surface use of the property. Grantor may fully use and enjoy the right-of-way area to the extent that such use and enjoyment does not materially interfere with Grantee's rights under this Agreement. However, Grantor shall not change the depth of cover over the permanent right-of-way area of the installed pipeline without prior written notice to Grantee.

Grantee acknowledges and agrees that Grantor utilizes this property for commercial midstream activities related to, *inter alia*, its Blake Ridge Compressor Station facility, and that none of the rights granted Grantee herein shall unduly limit, impede or restrict Grantor's ability to develop or assign development of this commercial property, including without limitation by operating and maintaining its multiple existing pipelines running across the property, and installation of future additional pipelines on the property, which may cross the right-of-way herein granted to Grantee. The Grantor shall notify Grantee of any construction activities on the property that may require the installation of reasonable temporary and/or permanent structures on/across Grantee's right-of-way, and the parties shall work in good faith to amicably resolve any potential objections Grantee may have to such structures, and to address any reasonable requirements or guidelines of Grantee in connection with such construction.

Under no circumstances shall Grantee refuse, nor shall it unreasonably condition or delay its consent to, the installation by Grantor or by any company to which Grantor may grant rights, of any future pipelines on the property which would cross the right-of-way granted to Grantee. Grantor and Grantee shall work together in good faith and in accordance with industry safety and operational standards to ensure that Grantee and Grantor (in the case of any newly installed additional pipelines by Grantor), install and maintain any pipeline in a safe manner, with particular attention to places where such pipeline shall cross pipelines owned by the other party.

PAYMENTS FOR DAMAGE. Grantee agrees to pay for any damage to marketable timber, crops, approved fences (if any) and approved tile drains (if any) that is caused by the initial construction activities conducted pursuant to this Agreement.

GOVERNING LAW: This agreement shall be governed by the laws of the state of West Virginia.

INDEMNITY. Grantee shall indemnify, save, hold harmless and defend Grantor, its affiliated companies and partners and their respective directors, officers, employees, and agents (collectively, the "Grantor Parties") from and against any and all claims, demands, costs, (including without limitation, reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties and administrative proceedings or judgments of any type (collectively, "Liabilities") arising in connection with any injury or death of persons or damage or loss to property, including environmental damages, damage to installed assets or other business losses suffered or incurred by any of the Grantor Parties or third parties in any way arising from or relating to the exercise by or on behalf of Grantee of the rights granted under this Agreement, including from any work or acts attributable to Grantee, Grantee's employees, representatives, successors, contractors or assigns. The foregoing indemnification provision shall not obligate Grantee to indemnify, save, hold harmless or defend Grantor Parties with respect to any Liabilities to the extent caused by the negligence or willful misconduct of any of the Grantor Parties or of any contractor, representative or agent acting on behalf of the Grantor Parties or any one of them.

SUCCESSORS. All rights and duties under this Agreement shall benefit and bind Grantor and Grantee and their respective heirs, successors and assigns.

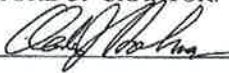
DECLARATION OF CONSIDERATION

The undersigned Grantor hereby declares that the total consideration paid for the right-of-way herein conveyed is Twenty-Three Thousand Four Hundred Dollars (\$23,400.00).

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURE AND ACKNOWLEDGMENT PAGES TO FOLLOW**

WITNESS the following signature(s) and, if applicable, seal(s):

SIGNATURE OF GRANTOR:



FOR: Appalachia Midstream Services, LLC

BY: Charles J. Holmes

ITS: Manager of Land

SIGNATURE OF GRANTEE:

FOR: Columbia Gas Transmission, LLC, a
Delaware limited liability company

BY: 

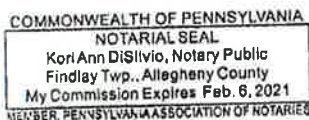
ITS: Andrew Craig
Authorized Signatory

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

On this, the 5 day of March, 2018, before me
Kori Ann DiSilvio, the undersigned officer, personally appeared
Charles T. Holmes, being the person whose name is subscribed to
the within instrument, as the Manager of Land of Appalachia
Midstream Services, LLC, on behalf of said company as described in the corporate
documentation provided and acknowledged that they executed the same for the
purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Kori Ann DiSilvio
Notary Public

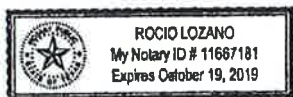
My Commission Expires: 2/6/21

CORPORATE ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Harris

On this, the 24 day of May, 2018, before me
Rocio Lozano, the undersigned officer, personally appeared
Andrew Craig, being the person whose name is subscribed to
the within instrument, as the Authorized Signatory of Columbia Gas
Transmission, LLC, on behalf of said company as described in the corporate
documentation provided and acknowledged that they executed the same for the
purposes therein contained.

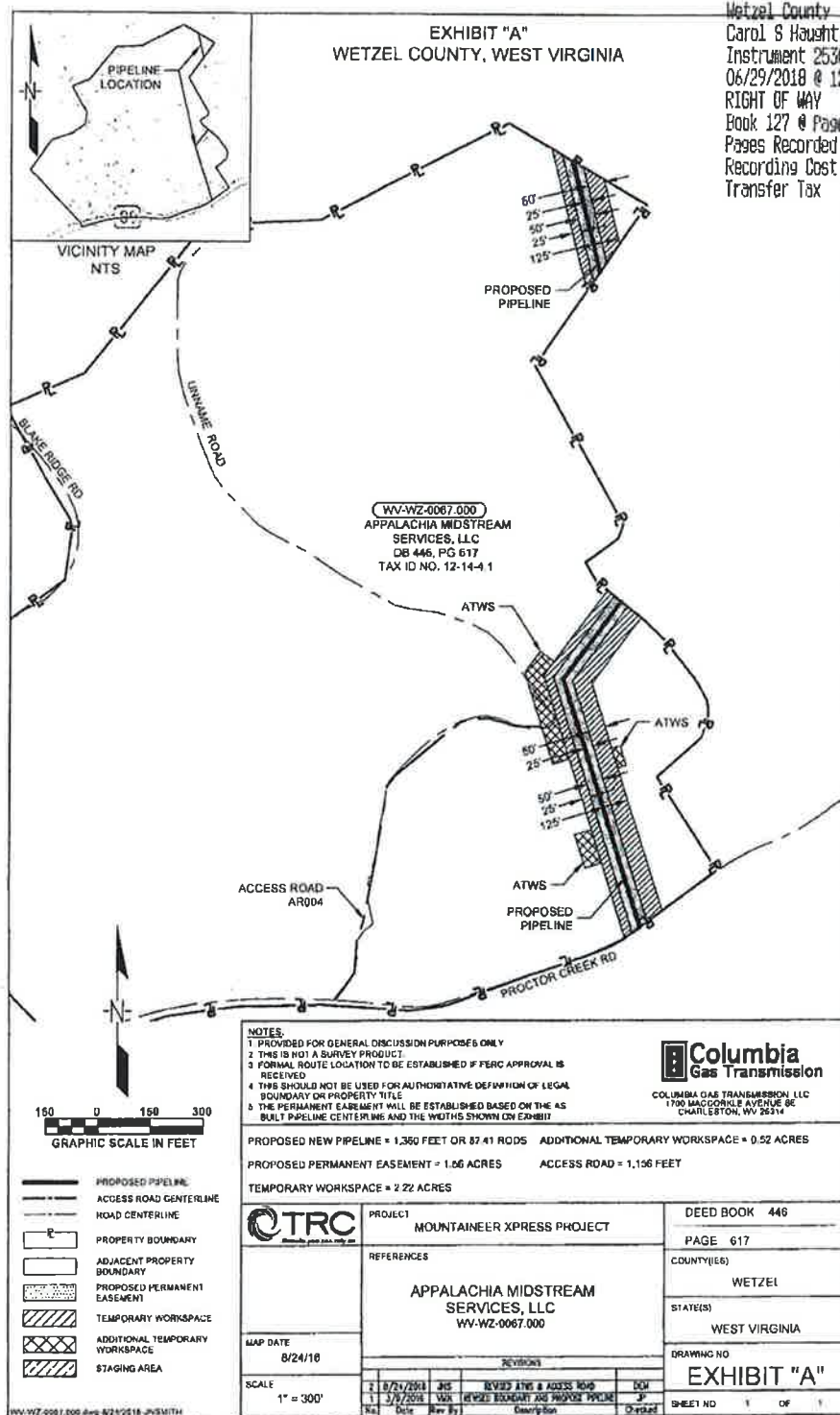
In witness whereof, I hereunto set my hand and official seal.



Rocio Lozano
Notary Public

My Commission Expires: 10/19/19

This document prepared by:
TransCanada Law Department
1700 MacCorkle Avenue SE
Charleston, WV 25314
Completed by: _____



ERC FIELD OFFICE
 701 DOUTHETT DRIVE, STE 300
 BRIDGEPORT, WV 26330-4678

Project Tract No. WV-WZ-0102.000

EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT ("Agreement") is made this 21 day of October, 2016 between Michael E. Lasure and Velva C. Lasure, his wife, whose address is 11734 Proctor Creek Road, New Martinsville, WV 26155 ("Grantor") and COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company ("Grantee") with an address of 1700 MacCorkle Avenue, S.E., Charleston, WV 25314.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, Grantor does hereby grant, sell, convey and warrant unto Grantee a perpetual easement and right-of-way for the purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing, altering, changing the size of, upgrading, reconstructing, and removing or abandoning in place one or more pipelines for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines together with the right to construct, maintain, inspect, operate, replace, relay and/or remove all roadways, fittings, launchers, receivers, cathodic protection equipment, pipeline markers, overhead or underground electric lines, regulators and all other above and below ground equipment and appurtenances thereto (collectively, the "Facilities" and all of Grantee's rights hereunder associated therewith shall be the "Purpose"), on, under, across and/or through a strip of land 50 feet in width, as more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Right of Way") located on certain real property being described in that certain Vesting Deed / General Warranty Deed, dated October 25, 1979, from Lee W. VanTine and Diane L. VanTine, each in his or her own right and as spouse of the other, to Michael E. Lasure and Velva C. Lasure, his wife, and unto the survivor of them, as joint tenants and not as tenants in common, recorded in the County Clerk's Office for Wetzel County, West Virginia in Deed Book 295 Page 460, with property tax parcel identification number 12-14-6, being more particularly described as 75.5 acres of land, more or less, situated in Proctor District, Wetzel County, West Virginia (the "Property") and being more particularly bounded by the following:

On the North by the lands of: 12-9-46.1
 On the South by the lands of: 12-14-14
 On the East by lands of: 12-14-9
 On the West by lands of: 12-14-4.1

together with all privileges necessary or convenient for the full use of the rights herein granted, and the right of pedestrian and vehicular ingress and egress over and across the Property and any adjacent land owned by Grantor, including, without limitation, the right to use existing and future roads and gates located on such property

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, for the Purpose granted herein.

NOW THEREFORE, Grantor and Grantee agree as follows:

1. **Temporary Work Spaces.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as "Temporary Construction Easement" and "Additional Temporary Work Space" (together, the "Temporary Work Spaces") as shown on Exhibit A for the surveying, laying, and constructing of the Facilities installed pursuant to the terms herein and all activities incident thereto.

Project Tract No. WV-WZ-0102.000

2. **Location.** Grantor and Grantee acknowledge that the actual location of the Right of Way and/or Temporary Work Spaces may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Right of Way and/or Temporary Work Spaces to conform to the actual location of the Right of Way and/or Temporary Work Spaces. If such documents are required, they will be prepared by Grantee at Grantee's expense.

3. **Grantor's Continuing Rights / Encroachments.** Grantor may fully use and enjoy the Right of Way to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee's exercise of its rights hereunder; provided, however, Grantor shall not place or permit to be placed any temporary or permanent structure or obstruction of any kind in, on or under the Right of Way, unless specifically approved in writing by Grantee, and shall not excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way. Grantee shall have the right to clear the Right of Way and Temporary Work Spaces of all such encroachments, including all trees, brush, shrubbery or other vegetation, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee's exercise of its rights to clear the Right of Way of all encroachments and vegetation. Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipeline and maintenance of the Right of Way. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way to any third parties without the prior written consent of Grantee.

4. **Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

5. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantee has, or may have, to provide natural gas service from any of its pipelines to any and all residences or structures on Grantor's property described above.

6. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, "Claims") arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character claimed by third parties, to the extent such Claims result from the action, negligence or willful misconduct of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement. Grantor agrees to indemnify and hold harmless Grantee and its affiliates, subsidiaries, successors and assigns from, against, and in respect of any and all Claims resulting from personal injury or death or damage to property of Grantee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the action, negligence or willful misconduct of Grantor or Grantor's invitees or licensees.

Notwithstanding the foregoing or anything to the contrary contained herein, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for any and all damages, costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance, or Grantee's exercise, of the rights set forth herein, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, or any other damages, costs and expenses attributable to or arising from Grantee's proper execution of the initial construction, mitigation, and restoration activities within the Right of Way and Temporary Work Spaces and the proper installation, presence or operation of the Facilities upon the Property.

Project Tract No. WV-WZ-0102.000

Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the gross negligence or willful misconduct of Grantee.

7. **Further Assurances**. Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

8. **Covenants Running with the Land**. This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on the parties hereto and their respective heirs, successors and assigns.

9. **Severability**. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between Grantor and Grantee covering the subject matter hereof.

10. **Governing Law**. This Agreement shall be governed by the laws of the State of West Virginia.

11. **Counterparts**. This Agreement may be executed by Grantor and Grantee in two or more counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

12. **Integration**. This Agreement, together with that certain Supplemental Agreement between Grantor and Grantee dated as of the date hereof, supersedes all prior verbal or written agreements, representations or understandings pertaining to the subject matter of this Agreement, and may be modified or amended only by a written agreement signed by Grantor and Grantee.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Project Tract No. WV-W2-0102.000

DECLARATION OF CONSIDERATION OR VALUE: The parties herein declare that the total consideration paid for the right-of-way agreement property interests transferred by this document is (\$13,500 -).

IN WITNESS WHEREOF, intending to be legally bound hereby, the Grantor and Grantee have executed this Agreement as of the date first set forth above.


GRANTOR:


Name: Michael E. Lasure


Name: Velva C. Lasure

GRANTEE:

COLUMBIA GAS TRANSMISSION, LLC,
a Delaware limited liability company

By: 
Name: **Nena Honaker**
Title: Manager, Land and Natural Resource Permitting

[Acknowledgments appear on following page]

Project Tract No. WV-WZ-0102.000

STATE OF WEST VIRGINIA,
COUNTY OF WEITZEL, to-wit:

I, DAVID H. WISE JR, a Notary Public in and for the county and state aforesaid, do hereby certify that Michael E. Lasure and Velva C. Lasure, his wife, whose names are signed to the writing hereto annexed, bearing date the 21 day of October, 2016, have this day acknowledged the same before me in my said county.

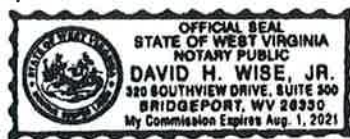
Given under my hand and official seal this 21 day of October, 2016.

My commission expires August 1 2021

David H. Wise Jr

Notary Public

[SEAL]



STATE OF Kentucky,
COUNTY OF Clark, to-wit:

I, Grant C., a Notary Public in and for the county and state aforesaid, do hereby certify that Nena Horvath, whose name is signed to the writing hereto annexed, bearing date the 15 day of November, 2016, for COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company, has this day in my said county, before me, acknowledged the said writing to the act and deed of said limited liability company.

Given under my hand and official seal this 15 day of November, 2016.

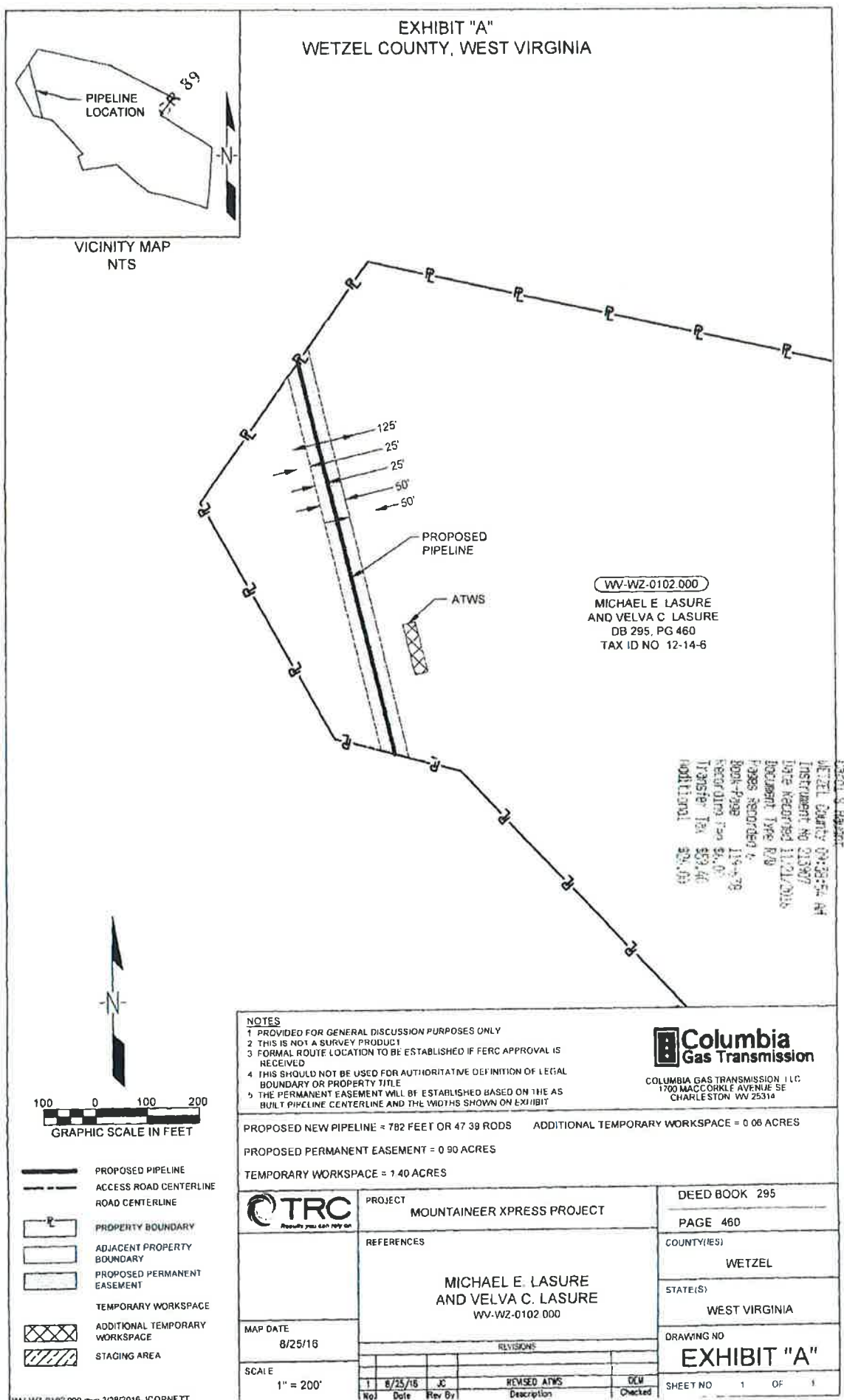
My commission expires 12-7-19

Grant C. Curran

Notary Public



This document prepared by:
Columbia Pipeline Group, Legal Department
Columbia Pipeline Group
1700 MacCorkle Avenue SE
Charleston, WV 25314



CSP FIELD OFFICE-BRENT GEARNHART
 100 SOUTHVIEW DRIVE STE 300
 BRIDGEPORT, WV 26330-4678

Project Tract No. WV-WZ-0099.000

EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT ("Agreement") is made this 26 day of May, 2017 between Leah M. Snow, a widow, by her Attorney-In-Fact, Brenda Napier, whose address is 5625 Cleveland Street, Merrillville, IN 46410 ("Grantor") and COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company ("Grantee") with an address of 1700 MacCorkle Avenue, S.E., Charleston, WV 25314.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, Grantor does hereby grant, sell, convey and warrant unto Grantee a perpetual easement and right-of-way for the purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing, altering, changing the size of, upgrading, reconstructing, and removing or abandoning in place one pipeline for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines together with the right to construct, maintain, inspect, operate, replace, relay and/or remove all roadways, fittings, launchers, receivers, cathodic protection equipment, pipeline markers, overhead or underground electric lines, regulators and all other above and below ground equipment and appurtenances thereto (collectively, the "Facilities" and all of Grantee's rights hereunder associated therewith shall be the "Purpose"), on, under, across and/or through a strip of land 50 feet in width, as more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Right of Way") located on certain real property being described in that certain Vesting Deed / General Warranty Deed, dated August 21, 2006, from Roger L. Kelly, Jr. and Emma J. Kelly, husband and wife, to Leah M. Snow recorded in the County Clerk's Office for Wetzel County, West Virginia in Deed Book 405 Page 502, with property tax parcel identification number 12-14-4.3, being more particularly described as 6.92 acres of land, more or less, situated in Proctor District, Wetzel County, West Virginia (the "Property") and being more particularly bounded by the following:

On the North by the lands of:	<u>12-14-6</u>
On the South by the lands of:	<u>12-14-14</u>
On the East by lands of:	<u>12-14-6</u>
On the West by lands of:	<u>12-14-4.1</u>

together with all privileges necessary or convenient for the full use of the rights herein granted, and the right of pedestrian and vehicular ingress and egress over and across the Property and any adjacent land owned by Grantor, including, without limitation, the right to use existing and future roads and gates located on such property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, for the Purpose granted herein.

NOW THEREFORE, Grantor and Grantee agree as follows:

1. **Temporary Work Spaces.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as "Temporary Construction Easement" and "Additional Temporary Work Space" (together, the "Temporary Work Spaces") as shown on Exhibit A for the surveying, laying, and constructing of the Facilities installed pursuant to the terms herein and all activities incident thereto.

Project Tract No. WV-WZ-0099.000

2. **Location.** Grantor and Grantee acknowledge that the actual location of the Right of Way and/or Temporary Work Spaces may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Right of Way and/or Temporary Work Spaces to conform to the actual location of the Right of Way and/or Temporary Work Spaces. If such documents are required, they will be prepared by Grantee at Grantee's expense.

3. **Grantor's Continuing Rights / Encroachments.** Grantor may fully use and enjoy the Right of Way to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee's exercise of its rights hereunder; provided, however, Grantor shall not place or permit to be placed any temporary or permanent structure or obstruction of any kind in, on or under the Right of Way, unless specifically approved in writing by Grantee, and shall not excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way. Grantee shall have the right to clear the Right of Way and Temporary Work Spaces of all such encroachments, including all trees, brush, shrubbery or other vegetation, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee's exercise of its rights to clear the Right of Way of all encroachments and vegetation. Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipeline and maintenance of the Right of Way. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way to any third parties without the prior written consent of Grantee.

4. **Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

5. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantee has, or may have, to provide natural gas service from any of its pipelines to any and all residences or structures on Grantor's property described above.

6. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, "Claims") arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character claimed by third parties, to the extent such Claims result from the action, negligence or willful misconduct of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement. Grantor agrees to indemnify and hold harmless Grantee and its affiliates, subsidiaries, successors and assigns from, against, and in respect of any and all Claims resulting from personal injury or death or damage to property of Grantee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the action, negligence or willful misconduct of Grantor or Grantor's invitees or licensees.

7. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

8. **Covenants Running with the Land.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on the parties hereto and their respective heirs, successors and assigns.

Project Tract No. WV-W7-0099.000

9. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between Grantor and Grantee covering the subject matter hereof.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of West Virginia.

11. **Counterparts.** This Agreement may be executed by Grantor and Grantee in two or more counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

12. **Integration.** This Agreement, together with that certain Supplemental Agreement between Grantor and Grantee dated as of the date hereof, supersedes all prior verbal or written agreements, representations or understandings pertaining to the subject matter of this Agreement, and may be modified or amended only by a written agreement signed by Grantor and Grantee.

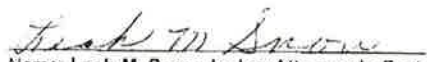
[SIGNATURES APPEAR ON FOLLOWING PAGE]

Project Tract No. WV-WZ-0099.000

DECLARATION OF CONSIDERATION OR VALUE: The parties herein declare that the total consideration paid for the right-of-way agreement property interests transferred by this document is (\$16,266.50).

IN WITNESS WHEREOF, intending to be legally bound hereby, the Grantor and Grantee have executed this Agreement as of the date first set forth above.

GRANTOR:


Name: Leah M. Snow, by her Attorney-In-Fact,
Brenda Napier

GRANTEE:

COLUMBIA GAS TRANSMISSION, LLC,
a Delaware limited liability company

By: 
Name: Jerome Castillo, Director
Title: Land and Natural Resources Projects

[Acknowledgments appear on following page]

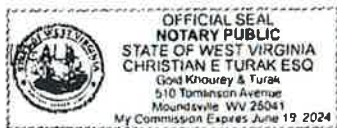
Project Tract No. WV-WZ-0099.000

STATE OF WV
COUNTY OF Marshall, to-wit:

I, Christian E. Turak, a Notary Public in and for the county and state aforesaid, do hereby certify that Leah M. Snow, a widow, by her Attorney-in-Fact, Brenda Napier, whose name is signed to the writing hereto annexed, bearing date the 26 day of May, 2017, has this day acknowledged the same before me in my said county.

Given under my hand and official seal this 26 day of May, 2017.

My commission expires June 19, 2024



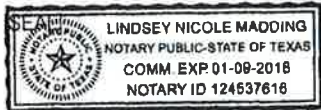
Christian E. Turak
Notary Public

STATE OF Texas
COUNTY OF Harris, to-wit:

I, Lindsey Nicole Madding, a Notary Public in and for the county and state aforesaid, do hereby certify that Krome Castillo, whose name is signed to the writing hereto annexed, bearing date the 21st day of June, 2017, for COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company, has this day in my said county, before me, acknowledged the said writing to the act and deed of said limited liability company.

Given under my hand and official seal this 21st day of June, 2017.

My commission expires Jan 9, 2018



Lindsey Nicole Madding
Notary Public

This document prepared by:

Columbia Pipeline Group, Legal Department
Columbia Pipeline Group
1700 MacCorkle Avenue SE
Charleston, WV 25314

EXHIBIT C

Fill in this information to identify the case:

Debtor Welded Construction, L.P.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 18-12378

Official Form 410

Proof of Claim

04/16

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

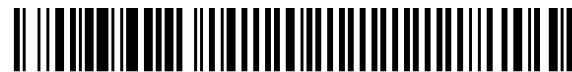
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages,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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Schmid Pipeline Construction, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Schmid Pipeline Construction, Inc. Daniel J. Langdon 242 Carlton Avenue SE Grand Rapids, MI 49506, United States Contact phone <u>616-901-2379</u> Contact email <u>See summary page</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____
7.	How much is the claim? \$ <u>3,916,199.00</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Excavation, Tie-in, and Construction Services</u>	
9.	Is all or part of the claim secured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <div style="margin-left: 40px;"> Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) </div> <div style="margin-left: 40px; margin-top: 20px;"> Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) </div> <div style="margin-left: 40px; margin-top: 20px;"> Amount necessary to cure any default as of the date of the petition: \$ _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable </div>	
10.	Is this claim based on a lease? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	



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

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

☒ No☐ Yes. Check all that apply:

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

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

☒ No☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.☒ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 02/18/2019
MM / DD / YYYY

/s/Daniel J. Langdon
Signature

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

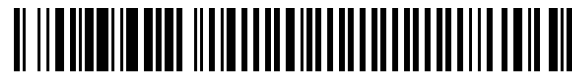
Name Daniel J. Langdon
First name Middle name Last name

Title Corporation Counsel and Secretary

Company Brandenburg Capital Management/Schmid Pipeline Construction, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



For phone assistance: Domestic (888) 830-4648 | International (310) 751-2642

Debtor: 18-12378 - Welded Construction, L.P. District: District of Delaware		
Creditor: Schmid Pipeline Construction, Inc. Daniel J. Langdon 242 Carlton Avenue SE Grand Rapids, MI, 49506 United States Phone: 616-901-2379 Phone 2: Fax: Email: dan@brandenburgcapitalmanagement.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Excavation, Tie-in, and Construction Services	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 3,916,199.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Daniel J. Langdon on 18-Feb-2019 2:13:06 p.m. Pacific Time Title: Corporation Counsel and Secretary Company: Brandenburg Capital Management/Schmid Pipeline Construction, Inc.		



CONSTRUCTION SUBCONTRACT

Subcontract Number: **2018-01-14**

Subcontractor: Schmid Pipeline Construction, Inc.
Address: 850 Mallard Drive, Mayville, WI 53050

Contact: Lonnie Skadsem, (920) 387-9997 (lskadsem@schmid-pci.com)

Work Locations: Marshall and Wetzel Counties, WV

Yard Address: 1591 Wheeling Avenue, Glen Dale, WV 26038

This subcontract is effective as of the 6th day of August 2018, by and between **Welded Construction, L.P.**, a Delaware Limited Partnership (CONTRACTOR) and the above-named SUBCONTRACTOR (the "Parties"). The Parties hereby agree that all Work specified below shall be performed by the SUBCONTRACTOR understanding that CONTRACTOR is committed to safety, health and the protection of the environment as core values reflected in all aspects of its operations. SUBCONTRACTOR shall perform all activities in accordance with these principles and all provisions of this Subcontract Agreement that consisting of this Subcontract Agreement, the following documents and the attachments, appendices, drawings, specifications, documents and exhibits specified therein and hereby incorporated herein (Subcontract):

Subcontract Form of Agreement

- Exhibit "A" – Labor and Equipment Rates – Extra Work
- Exhibit "B" – Administrative Forms
- Exhibit "C" – Insurance Requirements
- Exhibit "D" – Additional Insured
- Exhibit "E" – Baseline Schedule
- Exhibit "F" – Subcontractor Pricing and Terms, Conditions, & Exclusions
- Exhibit "G" – General Terms & Conditions (**SCHMID (Welded) – REVISED EXHIBIT G to Columbia Gas Subcontract 2018-01-14 (August 4, 2018)**)
- Exhibit "H" – Safety Requirements
- Exhibit "I" – Columbia Pipeline Group Environmental Construction Standards – West Virginia; Rev. Feb. 2018
- Exhibit "J" – Columbia Pipeline Group Pipeline Construction Standard CS.220.001 (6/21/2016)
- Exhibit "K" – Minimum Requirements for Pipeline Construction In Close Proximity To High Voltage A.C. Overhead Electric Power Lines (Procedure No. 70.002.055)
- Exhibit "L" – Steep Slope Procedures (Welded and TransCanada)

A. **WORK TO BE PERFORMED (Work):** Except as specified elsewhere in the subcontract, SUBCONTRACTOR shall furnish union labor; tools; equipment; transportation (other than stipulated in this article); supervision; in order to satisfactorily perform the following:

- Subcontractor will provide Placement of One Call herein for its work on the Mountaineer Express Pipeline project.
- Subcontractor shall mechanically excavate and expose pipeline in tie-in areas.
- Subcontractor shall lay pipe and line up weld
- Subcontractor shall coat pipe
- Subcontractor shall backfill and pad pipeline
- Subcontractor shall comply with all OSHA Standards and all applicable State and Local Laws and Regulations.
- In the event Company/Contractor identifies any property corners or line monuments, or government benchmarks that are to be protected. Subcontractor shall reimburse contractor for any expenses incurred by Contractor in relocating or replacing same which have been damaged or destroyed by

- Subcontractor, its agents, or employees.
- Care should be taken to avoid spills and other types of pollution while work is being performed in streams and other bodies of water and in their immediate drainage areas.
- Where navigable rivers or other streams under the jurisdiction of any governmental agency are crossed, construction shall conform to any code, specifications or special requirement of such agencies.
- Project requires hard hats in compliance with ANSI Z89.1 type II with side impact protection.
- Subcontractor shall provide daily reports to Contractor by 10 am for the previous day's work.
- Subcontractor shall attend progress meetings as required throughout the term of this agreement.

See attached Exhibit F (Subcontractor's Pricing and Terms, Conditions & Exclusions) for additional details, assumptions and exclusions.

The Work is a portion of the goods and services to be provided by CONTRACTOR to Columbia Gas Transmission, LLC (OWNER) for Spread 1 of the Mountaineer Express Pipeline Project in Marshall and Wetzel Counties in West Virginia.

- B. **SCHEDULE:** The Work shall be performed starting on August 6, 2018 with an estimated completion date of October 10, 2018,

Subcontractor will work ten (10) hours a day, six (6) days a week starting on Monday - Saturday. Any time hours worked outside of these parameters must be pre-approved by the Contractor's Project Superintendent and Project Manager.

- C. **COMPENSATION:** As full consideration for the satisfactory performance by SUBCONTRACTOR of this subcontract, CONTRACTOR shall pay to SUBCONTRACTOR compensation in accordance with the prices set forth in Exhibit "F" and with the payment provisions of this subcontract terms and conditions (Exhibit G). The total estimated total value of this subcontract is \$1,403,220.00.

- D. **EXHIBIT F** – Subcontractor's Pricing and Terms, Conditions, & Exclusions are attached as Exhibit F and are considered incorporated as part of this subcontract, herein by this reference for clarifications and assumptions of the work to be performed.

This subcontract embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

CONTRACTOR:

Welded Construction, L.P.

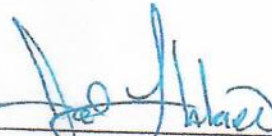
SUBCONTRACTOR:

Schmid Pipeline Construction Co.

Authorized
Signature:



Authorized
Signature:



Print Name: Mett S. Carroll

Print Name: Joel L. Lakiri

Print Title: Project Manager

Print Title: Vice President & Director

(Federal Tax Payer I.D. Number)



EXHIBIT F – SUBCONTRACT NO. 2018-01-14
(Revised August 5, 2018)

**COLUMBIA GAS – MOUNTAINEER EXPRESS PIPELINE TIE IN PROJECT (MARSHALL & WETZEL
COUNTIES, WEST VIRGINIA)**

SCOPE OF WORK	UOM	PRICE
SCOPE OF WORK: Schmid Pipeline Construction, Inc. shall provide the labor, equipment, and supervision to perform the following: 1.) Placement of One Call; 2.) Mechanically excavate and expose pipeline in tie-in areas; 3.) Lay pipe and line up welds 4.) Coat pipe; and 5.) Backfill and pad pipeline.	PER EACH CREW/PER DAY	\$23,387
MOBILIZATION (One Time)	LUMP SUM	\$30,000
DEMOBILIZATION (One Time)	LUMP SUM	\$30,000
STANDBY	PER EACH CREW/PER DAY	\$13,208

TERMS, CONDITIONS, & EXCLUSIONS

1. In its sole discretion, SPCI will provide the following labor and equipment to perform the above **SCOPE OF WORK**: Each crew will consist of a maximum of one (1) foreman; one (1) straw; five (5) operators; two (2) oilers; one (1) superintendent; one (1) mechanic; four (4) laborers; and one (1) teamster. Equipment provided per each crew is a maximum of three (3) 329 hoes; one (1) dozer; three (3) pickups; one (1) mechanic's truck; one (1) flatbed truck; one (1) air compressor; one (1) sand pot; and one (1) padding bucket. Any additional labor or equipment requested by Welded or needed for the project shall be charged extra.
2. SPCI will work six (6) consecutive days per week, ten (10) hours per day. If Welded requests SPCI to work on Sundays or any additional hours, such additional working time will be an extra charge to Welded. Any standby, including rain out days, will be charged per crew as stated in the above table.
3. Any changes, modifications, or additions to the above **SCOPE OF WORK**, crew composition, or equipment composition will be an additional charge to Welded as agreed to by the parties in a written and signed change order.
4. Any and all applicable taxes and/or fees, project traffic control fees, and/or costs for vehicle escort services are not included in this quote and will be an additional charge.

SCHMID PIPELINE CONSTRUCTION, INC.

850 Mallard Drive, Mayville, WI 53050 ♦ (920) 387-9997 ♦ Fax: (920) 387-9984

www.schmid-pci.com



**EXHIBIT F – SUBCONTRACT NO. 2018-01-14
(Revised August 5, 2018)**

TERMS, CONDITIONS, & EXCLUSIONS (continued)

5. In the event any extraordinary or unusual water accumulation, Welded will provide at its own cost any and all items needed to remove water from work area including, without limitation, pumps, filter bags, containment supplies & materials, etc. as agreed to by the parties in writing.
6. To the extent SPCI has any reasonable concern that any pipeline or utility is unmarked or incorrectly marked, SPCI, in its reasonable discretion, may halt its Scope of Work in that area in order to notify Contractor and to allow for the potholing or other verification of the subsurface location of any such pipeline or utility in that said area.
7. Welded will provide water, ice, welding and coating materials, fuel, and all other materials required unless otherwise agreed to by the parties.
8. Welded will provide welders, welder helpers, side booms, and support all winching activities.
9. Welded will provide all union stewards.
10. SPCI will bill Welded on a weekly basis, and Welded will pay SPCI within thirty (30) days of receipt of SPCI's invoice.

SCHMID PIPELINE CONSTRUCTION, INC.

850 Mallard Drive, Mayville, WI 53050 ♦ (920) 387-9997 ♦ Fax: (920) 387-9984

www.schmid-pci.com

**ORIGINAL****RECEIVED**
SEP 21 2018**SUBCONTRACT CHANGE ORDER**
Mountain Xpress Pipeline ProjectBY: *KB*

Subcontractor: Schmid Pipeline Construction, Inc.
 Address: 850 Mallard Drive, Mayville, WI 53050
 Representative: Lonnie Skadsem (920) 387-9997
 Email: lskadsem@schmid-pci.com

Change Order No.: 2018-01-14-CO-001

Subcontract No.: 2018-01-14 - MXP

Effective Date: 14 September 2018

Issued by: Kenny Branning

SRC/CCD # Subcontract Quote Date 9/14/18

Change Scope: ☒ In Scope ☐ Out of Scope**DESCRIPTION OF CHANGES****1.0 SUBCONTRACTOR REQUESTED CHANGES (SRC)**

Subcontractor's quote, dated 9/14/18: Modified crew size as stated below:

SCOPE OF WORK	UOM	PRICE
SCOPE OF WORK: Schmid Pipeline Construction, Inc. shall provide an addition crew/per day	PER EACH CREW/PER DAY	\$37,056
MOBILIZATION for this crew	LUMP SUM	\$ 0
DEMOBILIZATION this crew	LUMP SUM	\$ 0
STANDBY	PER EACH CREW/PER DAY	\$24,060

- In its sole discretion, SPCI will provide the following labor and equipment to perform the above SCOPE OF WORK: Each crew will consist of a maximum of one (1) foreman; two (2) straw; eleven (11) operators; two (2) oilers; one (1) superintendent; one (1) mechanic; one (1) office/safety clerk; six (6) laborers; and two (2) teamster. Equipment provided per each crew is a maximum of three (3) 329 hoes; one (1) dozer; four (4) pickups; one (1) mechanic's truck; two (2) flatbed truck; two (2) air compressor; two (2) sand pot; and two (2) padding bucket. Any additional labor or equipment requested by Welded or needed for the project shall be charged extra. Total increase in day rate price is based on 23 working days, beginning September 14, 2018 and ending October 10, 2018.
- SPCI will work six (6) consecutive days per week, ten (10) hours per day. If Welded requests SPCI to work on Sundays or any additional hours, such additional working time will be an extra charge to Welded. Any standby, including rain out days, will be charged per crew as stated in the above table.
- Any changes, modifications, or additions to the above SCOPE OF WORK, crew composition, or equipment composition will be an additional charge to Welded as agreed to by the parties in a written and signed change order.
- Any and all applicable taxes and/or fees, project traffic control fees, and/or costs for vehicle escort services are not included in this quote and will be an additional charge.
- The revised crew size and composition described in the above Paragraph 1 may be reduced by Welded back to the originally agreed-upon crew size and composition, and Schmid will resume charging Welded, upon such reduction, the original PER EACH CREW/PER DAY price stated in the Subcontract.
- In the event any extraordinary or unusual water accumulation, Welded will provide at its own cost all items needed to remove water from work area including, without limitation, pumps, filter bags, containment supplies & materials, etc. as agreed to by the parties in writing.
- To the extent SPCI has any reasonable concern that any pipeline or utility is unmarked or incorrectly marked, SPCI, in its reasonable discretion, may halt its Scope of Work in that area to notify Contractor and to allow for the potholing or other verification of the subsurface location of any such pipeline or utility in that said area.
- Welded will provide water, ice, welding, fuel, and coating materials, and all other materials required unless otherwise agreed to by the parties.
- Welded will provide welders, welder helpers, side booms, and support all winching activities.
- Welded will provide all union stewards.
- SPCI will bill Welded on a weekly basis and Welded will pay SPCI within thirty (30) days of receipt of SPCI's invoice.

- 1.1 Schedule A, Pricing Schedule and Rates, shall be revised to reflect the total approved updated Subcontract rates for this Change Order 001 as quoted.
- 1.2 This Change Order -001 Value is based on 23 working days beginning on September 14, 2018 and ending on October 10, 2018.

ATTACHMENTS/REFERENCES: This Change Order includes the following supporting documents:

1. Contractor Proposal to be used as SCHEDULE A, Pricing, Schedule and Rates for this CO-001

CONTRACT PRICE SUMMARY -		
Original Contract Estimate:	USD	\$1,403,220.00
Value of previously approved Changes:	USD	\$0.00
Value of this Change Order: (Total amount of <u>increase</u> in Day Rate Price for 23 Days)	USD	\$314,387.00
New Contract Estimate:	USD	\$1,717,607.00

WORK SCHEDULE SUMMARY -	
Estimated Impact to Schedule:	TBD
Previously Accepted Days:	TBD
Total Days Schedule Impact:	TBD

► The day rate price adjustment and time extension (if any) granted under this Change Order constitute payment in full for the Work covered by this Change Order, including, without limitation, all direct costs, indirect costs, overhead costs, general and administrative expenses, profit, and all effects (direct, indirect, and consequential, including impacts and ripple effects) of the Work covered by this Change Order on all Contract Work, whether or not changed by this Change Order.

► The Completion Date, Subcontract Price, and all other terms, covenants and conditions of the above-referenced Subcontract, except as duly modified by this and previous Change Orders and Amendments, if any, remain in full force and effect.

► Subcontractor acknowledges that Contractor, by authorizing this Change Order, does not waive or modify any contractual rights or responsibilities unless such waiver or modification is expressly set forth in this Change Order.

APPROVALS

Contractor: **Welded Construction, LP**

Authorized Signature:

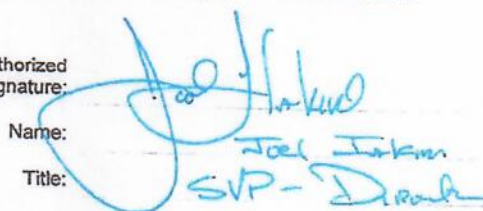


Name: Marcus Hood

Title: Sr. Projects Manager - MXP

Subcontractor: **Schmid Pipeline Construction**

Authorized Signature:



Name:

Title:

Reviewed By:

Schmid Pipeline Construction, Inc
850 Mallard Dr.
Mayville, WI 53050

Phone: (563) 689-5334
Fax: (563) 689-5333

Invoice ID: 1813
Invoice Date: 09-01-2018
Customer ID: WELDED

To: Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43552

Job Location: Marshall and Wetzel Co, WV
S/C# 2018-01-14
8.6.18 - 8.19.18

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Day Rate	12.00	Per Day	23,387.00	\$280,644.00
2	Mobilization	1.00	Each	30,000.00	\$30,000.00
3	Additional Operator		Per Hour		\$13,452.00
4	Additional Oiler		Per Hour		\$3,468.00
5	Additional Laborer		Per Hour		\$7,832.00
6	Additional Teamster		Per Hour		\$2,184.00
7	Additional Pickup		Per Hour		\$483.00
8	Additional Excavator		Per Hour		\$2,970.00
9	Additional Dozer		Per Hour		\$504.00
10	Additional Mechanic Truck		Per Hour		\$144.00

Amount Billed \$341,681.00
Total Tax

Retainage Held 34,168.10

DATE DUE: 10-01-2018

Amount Due \$307,512.90

A monthly finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
850 Mallard Dr.
Mayville, WI 53050

Phone: (563) 689-5334
Fax: (563) 689-5333

Invoice ID: 1815
Invoice Date: 09-10-2018
Customer ID: WELDED

To: Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43552

Job Location: Marshall and Wetzel Co, WV
S/C# 2018-01-14
8.20.18 - 9.1.2018

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Daily Crew Rate	12.00	Per Day	23,387.00	\$280,644.00
3	Additional Hours - Operator OT		Per Hour		\$20,060.00
4	Additional Hours - Oiler		Per Hour		\$6,630.00
5	Additional Hours - Laborer		Per Hour		\$10,324.00
6	Additional Hours - Teamster		Per Hour		\$2,730.00
7	Additional Hours - Pickup		Per Hour		\$2,208.00
8	Additional Hours - Excavator		Per Hour		\$9,270.00
9	Additional Hours - Dozer		Per Hour		\$2,304.00
10	Additional Hours - Mech Truck		Per Hour		\$810.00
11	Additional Hours - Sandblaster		Per Hour		\$992.00
12	Additional Hours - Padding Bucket		Per Hour		\$8,800.00

Amount Billed \$344,772.00
Total Tax

Retainage Held 34,477.20

DATE DUE: 10-10-2018

Amount Due \$310,294.80

A monthly finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
850 Mallard Dr.
Mayville, WI 53050

Phone: (563) 689-5334
Fax: (563) 689-5333

Invoice ID: 1817
Invoice Date: 09-21-2018
Customer ID: WELDED

To: Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43552

Job Location: Marshall and Wetzel Co, WV
S/C#2018-01-14
9.2.18 - 9.13.18

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Daily Crew Rate	7.00	Per Day	23,387.00	\$163,709.00
2	Standby Rate	2.00	Per Day	13,208.00	\$26,416.00
3	Additional Hours - Operator OT		Per Hour		\$7,316.00
5	Additional Hours - Oiler		Per Hour		\$1,836.00
6	Additional Hours - Laborer		Per Hour		\$3,738.00
7	Additional Hours - Teamster		Per Hour		\$1,014.00
8	Additional Hours - Pickup		Per Hour		\$621.00
9	Additional Hours - Excavator		Per Hour		\$2,430.00
10	Additional Hours - Dozer		Per Hour		\$648.00
11	Additional Hours - Sandblaster		Per Hour		\$279.00
12	Additional Hours - Padding Bucket		Per Hour		\$2,475.00

Amount Billed \$210,482.00
Total Tax

Retainage Held 21,048.20

DATE DUE: 10-21-2018

Amount Due \$189,433.80

A monthly finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
850 Mallard Dr.
Mayville, WI 53050

Phone: (563) 689-5334
Fax: (563) 689-5333

Invoice ID: 1818
Invoice Date: 09-21-2018
Customer ID: WELDED

To: Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43552

Job Location: Marshall and Wetzel Co, WV
S/C# 2018-01-14
CO# 2018-01-14 CO-001
9.14.18 - 9.16.18

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Daily Crew Rate	3.00	Per Day	37,056.00	\$111,168.00
2	Additional Hours - Operator		Per Hour		\$12,862.00
3	Additional Hours - Oiler		Per Hour		\$3,978.00
4	Additional Hours - Laborer		Per Hour		\$3,382.00
5	Additional Hours - Teamster		Per Hour		\$1,560.00
6	Additional Hours - Pickup		Per Hour		\$1,035.00
7	Additional Hours - Excavator		Per Hour		\$4,050.00
8	Additional Hours - Dozer		Per Hour		\$936.00
9	Additional Hours - Sandblaster		Per Hour		\$403.00
10	Additional Hours - Padding Bucket		Per Hour		\$3,575.00

Amount Billed \$142,949.00
Total Tax

Retainage Held 14,294.90

DATE DUE: 10-21-2018

Amount Due \$128,654.10

A monthly finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
850 Mallard Dr.
Mayville, WI 53050

Phone: (563) 689-5334
Fax: (563) 689-5333

Invoice ID: 1820
Invoice Date: 09-27-2018
Customer ID: WELDED

To: Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43552

Job Location: Marshall and Wetzel Co, WV
S/C# 2018-01-14
CO# 2018-01-14 CO-001
9.17.18 - 9.23.2018

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Daily Crew Rate	5.00	Per Day	37,056.00	\$185,280.00
2	Daily Crew Stand By	2.00	Per Day	24,060.00	\$48,120.00
3	Additional Hours - Operator		Per Hour		\$14,986.00
4	Additional Hours - Oiler		Per Hour		\$3,672.00
5	Additional Hours - Laborer		Per Hour		\$4,806.00
6	Additional Hours - Teamster		Per Hour		\$1,794.00
7	Additional Hours - Pickup		Per Hour		\$1,311.00
8	Additional Hours - Excavator		Per Hour		\$2,430.00
9	Additional Hours - Sandblaster		Per Hour		\$279.00
10	Additional Hours - Padding Bucket		Per Hour		\$2,475.00

Amount Billed \$265,153.00
Total Tax

Retainage Held 26,515.30

DATE DUE: 10-27-2018

Amount Due \$238,637.70

A monthly finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
850 Mallard Dr.
Mayville, WI 53050

Phone: (563) 689-5334
Fax: (563) 689-5333

Invoice ID: 1821
Invoice Date: 10-08-2018
Customer ID: WELDED

To: Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43552

Job Location: Marshall and Wetzel Co, WV
S/C# 2018-01-14
CO# 2018-01-14 CO-001
9.24.18 - 9.30.18

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Daily Crew Rate	5.00	Per Day	37,056.00	\$185,280.00
2	Crew Stand By	2.00	Per Day	24,060.00	\$48,120.00
3	Additional Hours - Operator		Per Hour		\$7,080.00
4	Additional Hours - Oiler		Per Hour		\$1,836.00
5	Additional Hours - Laborer		Per Hour		\$801.00
6	Additional Hours - Teamster		Per Hour		\$468.00
7	Additional Hours - Pickup		Per Hour		\$851.00
8	Additional Hours - Excavator		Per Hour		\$1,620.00
9	Additional Hours - Mech. Truck		Per Hour		\$300.00
10	Additional Hours - Sandblaster		Per Hour		\$372.00
11	Additional Hours - Padding Bucket		Per Hour		\$1,650.00

Amount Billed \$248,378.00
Total Tax

Retainage Held 24,837.80

Amount Due \$223,540.20

DATE DUE: 11-08-2018

A monthly finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
850 Mallard Dr.
Mayville, WI 53050

Phone: (563) 689-5334
Fax: (563) 689-5333

Invoice ID: 1822
Invoice Date: 10-15-2018
Customer ID: WELDED

To: Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43552

Job Location: Marshall and Wetzel Co, WV
S/C#2018-01-14
CO#2018-01-14 CO-001
10.1.18 - 10.7.18

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Daily Crew Rate	5.00	Per Day	37,056.00	\$185,280.00
2	Daily Crew Standby	2.00	Per Day	24,060.00	\$48,120.00
3	Additional Hours - Operator		Per Hour		\$11,210.00
4	Additional Hours - Oiler		Per Hour		\$3,162.00
5	Additional Hours - Laborer		Per Hour		\$5,340.00
6	Additional Hours - Teamster		Per Hour		\$1,716.00
7	Additional Hours - Pickup		Per Hour		\$644.00
8	Additional Hours - Excavator		Per Hour		\$1,080.00
9	Additional Hours - Sandblaster		Per Hour		\$186.00
10	Additional Hours - Padding Bucket		Per Hour		\$1,650.00

..

Amount Billed \$258,388.00
Total Tax

Retainage Held 25,838.80

DATE DUE: 11-15-2018

Amount Due \$232,549.20

A monthly finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
850 Mallard Dr.
Mayville, WI 53050

Phone: (563) 689-5334
Fax: (563) 689-5333

Invoice ID: 1823
Invoice Date: 10-20-2018
Customer ID: WELDED

To: Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43552

Job Location: Marshall and Wetzel Co, WV
S/C#2018-01-14
CO# 2018-01-14 CO-001
10.8.18 - 10.14.18

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Daily Crew Rate	6.00	Per Day	37,056.00	\$222,336.00
2	Daily Crew Standby	1.00	Per Day	24,060.00	\$24,060.00
3	Additional Hours - Operator		Per Hour		\$16,048.00
4	Additional Hours - Oiler		Per Hour		\$4,488.00
5	Additional Hours - Laborer		Per Hour		\$8,455.00
6	Additional Hours - Teamster		Per Hour		\$3,432.00
7	Additional Hours - Pickup		Per Hour		\$1,357.00
8	Additional Hours - Padding Bucket		Per Hour		\$6,050.00
9	Additional Hours - Sandblaster		Per Hour		\$1,116.00
10	Additional Hours - Excavator		Per Hour		\$5,940.00

Amount Billed \$293,282.00
Total Tax

Retainage Held 29,328.20

Amount Due \$263,953.80

DATE DUE: 11-20-2018

A monthly finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
850 Mallard Dr.
Mayville, WI 53050

Phone: (563) 689-5334
Fax: (563) 689-5333

Invoice ID: 1824
Invoice Date: 10-22-2018
Customer ID: WELDED

To: Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43552

Job Location: Marshall and Wetzel Co, WV
SC# 2018-01-14
CO# 2018-01-14 CO-001
10.15.18 - 10.20.18

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Daily Crew Rate	5.00	Per Day	37,056.00	\$185,280.00
2	Additional Hours - Operator		Per Hour		\$14,160.00
3	Additional Hours - Oiler		Per Hour		\$4,080.00
4	Additional Hours - Laborer		Per Hour		\$8,900.00
5	Additional Hours - Teamster		Per Hour		\$3,120.00
6	Additional Hours - Pickup		Per Hour		\$1,058.00
7	Additional Hours - Excavator		Per Hour		\$5,400.00
8	Additional Hours - Padding Bucket		Per Hour		\$5,500.00
9	Additional Hours - Sandblaster		Per Hour		\$620.00
10	Demobilization	1.00	Each	30,000.00	\$30,000.00

Amount Billed \$258,118.00
Total Tax

Retainage Held 25,811.80

Amount Due \$232,306.20

DATE DUE: 11-22-2018

A monthly finance charge of 1.5% will be charged on balances past due.



CONSTRUCTION SUBCONTRACT

Subcontractor: Schmid Pipeline
Construction, Inc.

Subcontract No.: **2016-SL_ME2-013**

Address: 850 Mallard Drive,
Mayville, WI 53050

Work Location: Washington County, PA to
Westmoreland County, PA (PPP1)

Contact: Joel Iakiri, Sr. V.P.

Yard Address: 1221 Green St.,
Washington, PA 19543

Telephone: (616) 502-3749

Email:

joel@brandenburgcapitalmanagement.com

This subcontract is effective as of the 6th day of July 2018, between Welded Construction, L.P., a Delaware Limited Partnership (CONTRACTOR) and the above named SUBCONTRACTOR who hereby agree that all Work specified below shall be performed by the SUBCONTRACTOR understanding that CONTRACTOR is committed to safety, health and the protection of the environment as core values reflected in all aspects of its operations. In the event of any conflict between the terms and conditions of this Agreement, the Description of Services, the request for proposal and the Subcontractor Proposal, the Terms and Conditions of this Agreement shall govern. SUBCONTRACTOR shall perform all activities in accordance with these principles and all provisions of this subcontract, consisting of the following Subcontract Documents:

Subcontract Form of Agreement

- Exhibit "A" – Labor and Equipment Rates
- Exhibit "B" – Administrative Forms
- Exhibit "C" – Insurance
- Exhibit "D" – Additional Insured
- Exhibit "E" – Baseline Schedule
- Exhibit "F" – Subcontractor Proposal
- Exhibit "G" – General Terms & Conditions
- Exhibit "H" – Safety Requirements
- Exhibit "I" – Client Safety (Client Attachment F)
- Exhibit "J" – Client Standards
- Exhibit "K" – Drawings

- A. WORK TO BE PERFORMED (Work): Except as specified elsewhere in the subcontract, SUBCONTRACTOR shall furnish union labor, tools, equipment, tools, transportation (other than stipulated in this article) and supervision in order to perform the following Scope of Work:
- The mechanical excavation, exposure, and backfill (with native soils) of the 20 inch pipe on the mainline to allow Contractor and/or Owner to perform a visual and NDE inspection.
 - Subcontractor is responsible to place the One Call in accordance with Penn DOT regulations.
 - Subcontractor shall provide daily reports to Contractor by 7am EST for Work performed on the previously scheduled work day.
 - Subcontractor shall provide weekly schedule updates to Contractor.
 - Work shall be performed in accordance with PennDOT where required and all Company specifications and standard for the project.
 - Subcontractor and employees are required to participate in on site safety orientation prior to the start of any work.
 - Subcontractor shall comply with all Company safety and environmental project requirements that pertain to the Work.

- Subcontractor's Foreman shall attend Contractors daily Foremen meeting held each morning at 6:15 am EST.
- Subcontractor shall provide Contractor copies of any SDS prior to start of any Work

The Work is a portion of the goods and services to be provided by CONTRACTOR to Sunoco Pipeline ("OWNER" or "COMPANY") for the Mariner East 2 – PPP1 Project in Pennsylvania.

- B. **SCHEDULE:** The Work schedule will be 10 hours per day, six days per week, where the work week begins on a Monday and concludes on the following Saturday. Sunday Work will be an extra cost per the day rate stated in Paragraph C, below and Exhibit F.
- C. **COMPENSATION:** As full consideration for the satisfactory performance by SUBCONTRACTOR of this subcontract, CONTRACTOR shall pay to SUBCONTRACTOR compensation in accordance with the prices and the "Terms, Conditions & Exclusions" set forth in the attached Exhibit "F" which is fully incorporated in this Construction Subcontract and restated as follows:

SUNOCO PIPELINE DIGS – PENNSYLVANIA (Washington, Allegheny, & Westmoreland Counties)

MECHANICAL EXCAVATION SCOPE OF WORK	UOM	PRICE
SCOPE OF WORK: Schmid Pipeline Construction, Inc. shall provide the labor and equipment to perform the following: 1.) Placement of One Call; and 2.) Mechanically excavate, expose, and backfill pipeline.	PER EACH CREW/PER DAY	\$17,201.00
MOBILIZATION (One Time)	LUMP SUM	\$90,000.00
DEMOBILIZATION (One Time)	LUMP SUM	\$40,000.00
STANDBY	PER EACH CREW/PER DAY	\$10,790.00

TERMS, CONDITIONS, & EXCLUSIONS

1. In its sole discretion, SPCI will provide the following labor and equipment to perform the above **SCOPE OF WORK**: Each crew will consist of a maximum of one (1) foreman; one (1) straw; three (3) operators; one (1) oiler; five (5) laborers and one (1) teamster. Equipment provided per each crew is a maximum of two (2) 329 hoes; one (1) dozer; two (2) three-quarter ton pickups; one (1) flatbed truck; one (1) trench box; and two (2) road plates. Any additional labor or equipment requested by Welded or needed for the project shall be charged extra. A maximum of five (5) crews will be utilized for this project unless otherwise agreed to by the parties.
2. For the overall project, SPCI will also provide up to two (2) log trucks (with operator); up to two (2) triple-axle lowboys; one (1) float trailer; one (1) fuel truck; and one (1) mechanic's truck. SPCI will also utilize one (1) office clerk.
3. SPCI will work six (6) consecutive days per week, ten (10) hours per day. If Welded requests SPCI to work on Sundays or any additional hours, such additional working time will be an extra charge to Welded. Any standby will be charged per crew as stated in the above table.
4. Any changes, modifications, or additions to the above **SCOPE OF WORK**, crew composition, or equipment composition will be an additional charge to Welded as agreed to by the parties in a written and signed change order.
5. Any and all applicable sales and use taxes and/or fees, project traffic control fees, and/or costs for vehicle escort services are not included in this quote and will be an additional charge.
6. In the event any extraordinary or unusual water accumulation, Welded will provide at its own cost any and all items needed to remove water from work area including, without limitation, pumps, filter bags, containment supplies & materials, etc. as agreed to by the parties in writing.
7. To the extent SPCI has any reasonable concern that any pipeline or utility is unmarked or incorrectly marked, SPCI, in its reasonable discretion, may halt its Scope of Work in that area in order to notify Contractor and to allow for the potholing or other verification of the subsurface location of any such pipeline or utility in that said area.
8. Welded will provide all union stewards.
9. SPCI will bill Welded on a weekly basis, and Welded will pay SPCI within thirty (30) days of receipt of SPCI's invoice.

Subcontractor shall submit a detailed invoice on a weekly basis; containing all required backup documentation to substantiate the invoice charges itemized to the Contractor's satisfaction, for all costs associated with work completed the prior week. An electronic copy in PDF and/or native file shall be submitted to the below email addresses:

1. bcote@welded.com
2. ap@welded.com

- Any changes to Scope of Work; additional labor and/or equipment requested will be agreed upon between Contractor and Subcontractor and submitted in writing as a Change Order Request, prior to work commencing.
- Contractor to provide all Union Stewards.
- Subcontractor shall be responsible for repair and replacement of any other property, other than the Work covered by this Subcontract, or the property of third parties which is lost, damaged, or destroyed by the act or omission of the Subcontractor, its employees, agents and subcontractors.

D. COMMUNICATIONS: All communications pursuant or in connection with this Subcontract shall be identified by the Subcontract No. **2016-SL_ME2-013** and shall be communicated to the Project Manager as set forth below:

Doug Sutton
dsutton@welded.com
(419) 250-3096

E. ATTACHMENTS: Scope of Work for Mechanical Excavation of 20 Inch Pipeline per Exhibit "F" and Paragraph A of this Construction Subcontract.

This subcontract embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

CONTRACTOR:

Welded Construction, L.P.

Authorized
Signature:

AKM

Print Name:

ANDREW K MACK

Print Title:

VP

SUBCONTRACTOR:

Schmid Pipeline Construction, Inc.

Authorized
Signature:

Print Name:

Print Title:


(Federal Tax Payer I.D. Number)

EXHIBIT F



Subcontractors Proposal

As it Pertains to Project	Sunoco Logistics – ME2 PPP1	Subcontract Number	2016-SL_ME2-013
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WELDED CONSTRUCTION, LP
26933 Eckel Road
Perrysburg, OH 43552

July 3, 2018

SUNOCO PIPELINE DIGS – PENNSYLVANIA (Washington, Allegheny, & Westmoreland Counties)

MECHANICAL EXCAVATION SCOPE OF WORK	UO	PRICE
SCOPE OF WORK: Schmid Pipeline Construction, Inc. shall provide the labor and equipment to perform the following: 1.) Placement of One Call; and 2.) Mechanically excavate and expose pipeline.	PER EACH CREW/PER DAY	\$17,201.00
MOBILIZATION (One Time)	LUMP SUM	\$90,000.00
DEMOBILIZATION (One Time)	LUMP SUM	\$40,000.00
STANDBY	PER EACH CREW/PER DAY	\$10,790.00

TERMS, CONDITIONS, & EXCLUSIONS

- In its sole discretion, SPCI will provide the following labor and equipment to perform the above **SCOPE OF WORK**: Each crew will consist of a maximum of one (1) foreman; one (1) straw; three (3) operators; one (1) oiler; five (5) laborers and one (1) teamster. Equipment provided per each crew is a maximum of two (2) 329 hoes; one (1) dozer; two (2) three-quarter ton pickups; one (1) flatbed truck; one (1) trench box; and two (2) road plates. Any additional labor or equipment requested by Welded or needed for the project shall be charged extra. A maximum of five (5) crews will be utilized for this project unless otherwise agreed to by the parties.
- For the overall project, SPCI will also provide up to two (2) log trucks (with operator); up to two (2) triple-axle lowboys; one (1) float trailer; one (1) fuel truck; and one (1) mechanic's truck. SPCI will also utilize one (1) office clerk.
- SPCI will work six (6) consecutive days per week, ten (10) hours per day. If Welded requests SPCI to work on Sundays or any additional hours, such additional working time will be an extra charge to Welded. Any standby will be charged per crew as stated in the above table.
- Any changes, modifications, or additions to the above **SCOPE OF WORK**, crew composition, or equipment composition will be an additional charge to Welded as agreed to by the parties in a written and signed change order.
- Any and all applicable taxes and/or fees, project traffic control fees, and/or costs for vehicle escort services are not included in this quote and will be an additional charge.
- In the event any extraordinary or unusual water accumulation, Welded will provide at its own cost any and all items needed to remove water from work area including, without limitation, pumps, filter bags, containment supplies & materials, etc. as agreed to by the parties in writing.
- To the extent SPCI damages any utility, SPCI will not be liable, in default, or terminated for cause if the utility: 1.) is unmarked; 2.) is improperly marked; 3.) is located or installed inconsistent with client's specifications or requirements; 4.) is located or installed inconsistent with any legal or regulatory requirements; or 5.) moves and is

EXHIBIT F



Subcontractors Proposal

As it Pertains to Project	Sunoco Logistics – ME2 PPP1	Subcontract Number	2016-SL_ME2-013
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in an unanticipated location or depth in the ditch or ROW area that is unknown or not reasonably discoverable by SPCI.

8. Welded will provide all union stewards.
9. SPCI will bill Welded on a weekly basis, and Welded will pay SPCI within thirty (30) days of receipt of SPCI's invoice.

PO 89347



2016-22

Form B-1: Subcontract Change Order

Subcontractor: Schmid Pipeline Construction, Inc.
 Address: 850 Mallard Drive, Maysville, WI 53050
 Representative: Joel Iakiri
 Email: joel@brandenburgcapitalmanagement.com
 SRC/CCD #: N/A

Change Order No.: 2016-SL_ME2-013-CO-001

Subcontract No.: 2016-SL_ME2-013

Effective Date: 18 JUL 2018

Issued by: Stephanie Spurlock

PPP5

Change Scope: ☐ In Scope ☒ Out of Scope**DESCRIPTION OF CHANGES**

This Change Order is issued to incorporate the following:

1. Scope of Work for Tie-in's located on ME2-PPP5, Dauphin/Lebanon Counties, PA to Berks/Chester Counties, PA. @ a day rate of \$19,907/crew.
 - a. Perform One Call
 - b. Mechanically excavate & expose pipeline @ tie-in site
 - c. Lay pipe & line up welds
 - d. Coat pipe
 - e. Backfill & pad
2. The Scope of Work for number of Tie-ins to be performed and/or days worked is not guaranteed and can be reduced at any time by the Contractor at Contractors discretion.
3. Compensation is based on day rate for work performed on an as used basis.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Day Rate to Include: 2 Crews	21	DAY	\$ 19,907.00	\$ 418,047.00
	One-Call, Excavation, Lay Pipe, Line up Welds, Coating, Backfill, Pad	21	DAY	\$ 19,907.00	\$ 418,047.00
2	Mobilization				
	One Time	1	LS	\$ 60,000.00	\$ 60,000.00
3	Demobilization				
	One Time	1	LS	\$ 60,000.00	\$ 60,000.00
4	Standby				
	Each Crew / Day		DAY	\$ 12,208.00	\$ -
					\$ 956,094.00

ATTACHMENTS/REFERENCES: This Change Order includes the following supporting documents:

4. Schmid Pipeline Construction, Inc. Change Order (Request) Proposal

SUBCONTRACT PRICE SUMMARY

Original Contract Price:	USD	\$2,581,615.00
Value of previously approved Changes:	USD	\$0.00
Value of this Change Order:	USD	\$956,094.00
New Contract Price:	USD	\$3,537,709.00

WORK SCHEDULE SUMMARY

Estimated Impact to Schedule:	21 Days
Previously Accepted Days:	0 Days
Total Days Schedule Impact:	21 Days

► The price adjustment and time extension (if any) granted under this Change Order constitute payment in full for the Work covered by this Change Order, including, without limitation, all direct costs, indirect costs, overhead costs, general and administrative expenses, profit, and all effects (direct, indirect, and consequential, including impacts and ripple effects) of the Work covered by this Change Order on all Contract Work, whether or not changed by this Change Order.

► The Completion Date, Subcontract Price, and all other terms, covenants and conditions of the above-referenced Subcontract, except as duly modified by this and previous Change Orders and Amendments, if any, remain in full force and effect.

► Subcontractor acknowledges that Contractor, by authorizing this Change Order, does not waive or modify any contractual rights or responsibilities unless such waiver or modification is expressly set forth in this Change Order.

APPROVALS

Contractor: Welded Construction, L.P.

Subcontractor: Schmid Pipeline Construction, Inc.

Authorized
Signature: *Eric Wassenberg*

Name: Eric Wassenberg

Title: Project Manager

Authorized
Signature: *Joseph C Brandenburg*

Name: Joseph Brandenburg

Title: President

Reviewed By:

Author S.Spurlock <i>[Signature]</i>	SC Manager S.Spurlock <i>[Signature]</i> 7-10-18
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CHANGE ORDER NO. 1 TO CONSTRUCTION SUBCONTRACT 2016-SL ME2-013

SUNOCO PIPELINE TIE INS – PENNSYLVANIA (Berks County)

MECHANICAL EXCAVATION SCOPE OF WORK	UOM	PRICE
SCOPE OF WORK: Schmid Pipeline Construction, Inc. shall provide the labor, equipment, and supervision to perform the following: 1.) Placement of One Call; 2.) Mechanically excavate and expose pipeline in tie-in areas; 3.) Lay pipe and line up welds 4.) Coat pipe; and 5.) Backfill and pad pipeline.	PER EACH CREW/PER DAY	\$19,907
MOBILIZATION (One Time)	LUMP SUM	\$60,000
DEMOBILIZATION (One Time)	LUMP SUM	\$60,000
STANDBY	PER EACH CREW/PER DAY	\$12,208

TERMS, CONDITIONS, & EXCLUSIONS

1. In its sole discretion, SPCI will provide the following labor and equipment to perform the above **SCOPE OF WORK**: Each crew will consist of a maximum of one (1) foreman; one (1) straw; four (4) operators; one (1) oiler; four (4) laborers and one (1) teamster. Equipment provided per each crew is a maximum of two (2) 329 hoes; one (1) dozer; two (2) three-quarter ton pickups; one (1) flatbed truck; one (1) trench box; two (2) road plates; one (1) pot hole rig; one (1) air compressor; one (1) sand pot; and one (1) padding bucket. Any additional labor or equipment requested by Welded or needed for the project shall be charged extra. A maximum of two (2) crews will be utilized for this project unless otherwise agreed to by the parties.
2. For the overall project, SPCI will also provide one (1) triple-axle lowboy; one (1) float trailer; and one (1) mechanic's truck. SPCI will also utilize one (1) office clerk and one (1) safety manager.
3. SPCI will work six (6) consecutive days per week, ten (10) hours per day. If Welded requests SPCI to work on Sundays or any additional hours, such additional working time will be an extra charge to Welded. Any standby will be charged per crew as stated in the above table.
4. Any changes, modifications, or additions to the above **SCOPE OF WORK**, crew composition, or equipment composition will be an additional charge to Welded as agreed to by the parties in a written and signed change order.
5. Any and all applicable taxes and/or fees, project traffic control fees, and/or costs for vehicle escort services are not included in this quote and will be an additional charge.

SCHMID PIPELINE CONSTRUCTION, INC.

850 Mallard Drive, Mayville, WI 53050 ♦ (920) 387-9997 ♦ Fax: (920) 387-9984

www.schmid-pci.com



CHANGE ORDER NO. 1 TO CONSTRUCTION SUBCONTRACT 2016-SL ME2-013

SUNOCO PIPELINE TIE INS -- PENNSYLVANIA (Berks County)

TERMS, CONDITIONS, & EXCLUSIONS (continued)

6. In the event any extraordinary or unusual water accumulation, Welded will provide at its own cost any and all items needed to remove water from work area including, without limitation, pumps, filter bags, containment supplies & materials, etc. as agreed to by the parties in writing.
7. To the extent SPCI has any reasonable concern that any pipeline or utility is unmarked or incorrectly marked, SPCI, in its reasonable discretion, may halt its Scope of Work in that area in order to notify Contractor and to allow for the potholing or other verification of the subsurface location of any such pipeline or utility in that said area.
8. Welded will provide water, ice, welding and coating materials, and all other materials required unless otherwise agreed to by the parties.
9. Welded will provide welders, welder helpers, and side booms.
10. Welded will provide all union stewards.
11. SPCI will bill Welded on a weekly basis, and Welded will pay SPCI within thirty (30) days of receipt of SPCI's invoice.

All other terms, covenants and conditions of the above-referenced Subcontract No. 2016-SL_ME2-013, except as duly modified by this and previous Change Orders and Amendments, if any, remain in full force and effect.

Schmid Pipeline Construction, Inc
850 Mallard Dr.
Mayville, WI 53050

Invoice ID: 1001
Invoice Date: 08-08-2018
Customer ID: WELDED

Phone: (563) 689-5334
Fax: (563) 689-5333

To: Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43552

Job Location: PO# 89135
Job# 2016-22
Subcontract# 2016-SL_ME2-013
7.10.18 - 7.22.18

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Daily Crew Rate - Equipment	35.00	Each	6,323.00	\$221,305.00
2	Daily Crew Rate - Labor	35.00	Each	10,878.00	\$380,730.00
2	Mobilization	1.00	Each	90,000.00	\$90,000.00
3	Demobilization	1.00	Each	40,000.00	\$40,000.00
4	Additional Hours - Operator		Per Hour		\$12,744.00
5	Additional Hours - Labor		Per Hour		\$10,769.00
6	Additional Hours - Teamster		Per Hour		\$2,670.00
7	Additional Hours - Safety ST		Per Hour		\$11,400.00
8	Additional Hours - Safety OT		Per Hour		\$7,680.00
9	Additional Hours - Dozer		Per Hour		\$1,224.00
10	Additional Hours - Truck		Per Hour		\$1,541.00
11	Additional Hours - Mech. Truck		Per Hour		\$540.00
12	Additional Hours - 329 Excavator		Per Hour		\$11,970.00
13	Additional Hours - Padding Bucket		Per Hour		\$9,625.00
14	Additional Hours - Pot Hole		Per Hour		\$21,658.00
15	*Invoice 3572 - Equip Return				\$5,175.00
16	*PO#15494				\$143.75
17	*PO#15448				\$1,521.04
18	*PO# 15453				\$1,624.56
19	*PO#15443				\$5,009.37
20	*PO#15489				\$69.48
21	*PO#15451				\$3,335.00
22	*PO#15482				\$3,287.16
23	*PO#i5481				\$2,335.73
24	*PO#15496				\$546.25
25	*PO#15464				\$423.20

*All Invoice and PO# Amounts Listed
Include 15% Markup

Amount Billed \$847,326.54
Total Tax 25,559.58
Retainage Held 84,732.67
Amount Due \$788,153.45

DATE DUE: 09-08-2018

A monthly finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
850 Mallard Dr.
Mayville, WI 53050

Phone: (563) 689-5334
Fax: (563) 689-5333

Invoice ID: 1807
Invoice Date: 08-20-2018
Customer ID: WELDED

To: Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43552

Job Location: Job# 2016-03
Contract 2016-SL_ME2-013
Change Order CO-001
PO# 89347
7.19.18 - 8.12.18

Ship Via: None

Item	Description	Units	Unit of Measure	Unit Price	Amount
1	Daily Crew Rate - Labor	30.00	Each	11,936.00	\$358,080.00
2	Daily Crew Rate - Equipment	30.00	Each	7,971.00	\$239,130.00
3	Daily Crew Standby	2.00	Each	12,208.00	\$24,416.00
4	Mobilization	1.00	Each	60,000.00	\$60,000.00
5	Additional Hours - Operator		Per Hour		\$28,556.00
6	Additional Hours - Oiler		Per Hour		\$2,652.00
7	Additional Hours - Labor		Per Hour		\$17,088.00
8	Additional Hours - Teamster		Per Hour		\$7,020.00
9	Additional Hours - Lowboy		Per Hour		\$357.00
10	Additional Hours - Semi		Per Hour		\$850.00
11	Additional Hours - Dozer		Per Hour		\$5,184.00
12	Additional Hours - Truck		Per Hour		\$3,772.00
13	Additional Hours - Mech. Truck		Per Hour		\$1,200.00
14	Additional Hours - Excavator		Per Hour		\$3,870.00
15	*PO# 15501				\$5,290.00
16	*PO# 15507				\$229.97
17	*PO# 15510				\$472.65
18	*PO# 15516				\$293.85
19	*PO# 15518				\$3,071.88
20	*PO# 15522				\$591.47
21	*PO# 15524				\$25.25
22	*PO# 15539				\$2,646.38
23	*PO# 15540				\$2,646.38
24	*PO# 15544				\$5,302.65
25	*PO# 15551				\$122.64
26	*PO# 15552				\$2,926.34
27	*PO# 15557				\$80.36
28	* All PO# Amounts Listed Include 15% Markup				

Amount Billed \$775,874.82
Total Tax 24,803.76
Retainage Held 77,587.51
Amount Due \$723,091.07

DATE DUE: 09-20-2018

A finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
 850 Mallard Dr.
 Mayville, WI 53050

Invoice ID: 1808
 Invoice Date: 08-20-2018
 Customer ID: WELDED

Phone: (563) 689-5334
 Fax: (563) 689-5333

To: Welded Construction, L.P.
 26933 Eckel Road
 Perrysburg, OH 43552

Job Location: PO# 89135
 Job# 2016-22
 Subcontract# 2016-SL_ME2-013
 Pipe Yard
 7.20.18 - 8.10.18

Ship Via: None

Item	Description	Units	Unit of Measure	Unit Price	Amount
1	Mechanic Truck		Per Hour		\$1,860.00
2	Laborer ST		Per Hour		\$2,144.00
3	Laborer OT		Per Hour		\$1,513.00
4	Operator 1 ST		Per Hour		\$4,928.00
5	Operator 1 OT		Per Hour		\$4,366.00
6	Operator 3 ST		Per Hour		\$608.00
7	Operator 3 OT		Per Hour		\$204.00
8	Teamster ST		Per Hour		\$536.00
9	Teamster OT		Per Hour		\$445.00
10	Foreman		Per Hour		\$1,200.00
11	Straw		Per Hour		\$990.00
12	Superintendent		Per Hour		\$1,300.00
13	Vac Excavator		Per Hour		\$5,332.00
14	Truck		Per Hour		\$1,426.00
15	Lowboy		Per Hour		\$497.00
16	*Trucking Invoice 5630				\$3,743.25
17	*All Invoices Listed Include 15% Markup				

9/28/18
 Act 119653

Amount Billed \$31,092.25
 Total Tax 1,094.04
 Retainage Held 3,109.23
 Amount Due \$29,077.06

DATE DUE: 09-20-2018

A monthly finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
 850 Mallard Dr.
 Mayville, WI 53050

Phone: (563) 689-5334
 Fax: (563) 689-5333

Invoice ID: 1809
 Invoice Date: 08-23-2018
 Customer ID: WELDED

To: Welded Construction, L.P.
 26933 Eckel Road
 Perrysburg, OH 43552

Job Location: Job# 2016-03
 Contract 2016-SL_ME2-013
 Change Order CO-001
 PO# 89347
 8.13.18 - 8.19.18

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Daily Crew Rate - Labor	6.00	Each	11,936.00	\$71,616.00
2	Daily Crew Rate - Equipment	6.00	Each	7,971.00	\$47,826.00
3	Daily Crew Standby	1.00	Each	12,208.00	\$12,208.00
4	Additional Hours - Operator		Per Hour		\$6,844.00
5	Additional Hours - Oiler		Per Hour		\$1,224.00
6	Additional Hours - Laborer		Per Hour		\$5,963.00
7	Additional Hours - Teamster		Per Hour		\$1,716.00
8	Additional Hours - Dozer		Per Hour		\$1,080.00
9	Additional Hours - Truck		Per Hour		\$805.00
10	Additional Hours - Excavator		Per Hour		\$2,880.00

Amount Billed \$152,162.00
 Total Tax 5,241.78

Retainage Held 15,216.20

Amount Due \$142,187.58

DATE DUE: 09-23-2018

A monthly finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
 850 Mallard Dr.
 Mayville, WI 53050

Phone: (563) 689-5334
 Fax: (563) 689-5333

Invoice ID: 1812
 Invoice Date: 09-01-2018
 Customer ID: WELDED

To: Welded Construction, L.P.
 26933 Eckel Road
 Perrysburg, OH 43552

Job Location: PO# 89347
 Job# 2016-03
 SC# 2016-SL_ME2
 Change Order CO-001
 8.20.18 - 8.26.18

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Daily Crew Rate - Labor	7.00	Per Day	11,936.00	\$83,552.00
2	Daily Crew Rate - Equipment	7.00	Per Day	7,971.00	\$55,797.00
3	Additional Hours - Operator		Per Hour		\$8,142.00
4	Additional Hours - Oiler		Per Hour		\$1,734.00
5	Additional Hours - Laborer		Per Hour		\$3,115.00
6	Additional Hours - Teamster		Per Hour		\$1,326.00
7	Additional Hours - Pickup		Per Hour		\$736.00
8	Additional Hours - Excavator		Per Hour		\$2,970.00

Amount Billed \$157,372.00
 Total Tax 5,872.14
 Retainage Held 15,737.20
 Amount Due \$147,506.94

DATE DUE: 10-01-2018

A monthly finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
 850 Mallard Dr.
 Mayville, WI 53050

Phone: (563) 689-5334
 Fax: (563) 689-5333

Invoice ID: 1814
 Invoice Date: 09-10-2018
 Customer ID: WELDED

To: Welded Construction, L.P.
 26933 Eckel Road
 Perrysburg, OH 43552

Job Location: PO# 89347
 Job# 2016-03
 SC#2016-SL_ME2
 Change Order CO-001
 8.27.2018 - 9.1.2018

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Daily Crew Rate - Labor	6.00	Per Day	11,936.00	\$71,616.00
2	Daily Crew Rate - Equipment	6.00	Per Day	7,971.00	\$47,826.00
3	Additional Hours - Operator		Per Hour		\$5,782.00
4	Additional Hours - Oiler		Per Hour		\$1,326.00
5	Additional Hours - Laborer		Per Hour		\$2,403.00
6	Additional Hours - Teamster		Per Hour		\$1,404.00
7	Additional Hours - Semi		Per Hour		\$400.00
8	Additional Hours - Float Trailer		Per Hour		\$96.00
9	Additional Hours - Pickup		Per Hour		\$621.00
10	Additional Hours - Excavator		Per Hour		\$1,620.00

Amount Billed \$133,094.00
 Total Tax 4,951.86

Retainage Held 13,309.40

DATE DUE: 10-10-2018

Amount Due \$124,736.46

A monthly finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
850 Mallard Dr.
Mayville, WI 53050

Phone: (563) 689-5334
Fax: (563) 689-5333

Invoice ID: 1816
Invoice Date: 09-15-2018
Customer ID: WELDED

To: Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43552

Job Location: PO# 89347
Job# 2016.03
SC# 2016-SL_ME2
Change Order CO-001
9.3.18 - 9.9.18

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Daily Crew Rate - Labor	5.00	Per Day	11,936.00	\$59,680.00
2	Daily Crew Rate - Equipment	5.00	Per Day	7,971.00	\$39,855.00
3	Additional Hours - Operator		Per Hour		\$6,136.00
4	Additional Hours - Oiler		Per Hour		\$1,020.00
5	Additional Hours - Laborer		Per Hour		\$2,492.00
6	Additional Hours - Teamster		Per Hour		\$169.00
7	Additional Hours - Dozer		Per Hour		\$720.00
8	Additional Hours - Pickup		Per Hour		\$644.00
9	Additional Hours - Excavator		Per Hour		\$2,340.00

Amount Billed \$113,056.00
Total Tax 4,169.82

Retainage Held 11,305.60

DATE DUE: 09-15-2018

Amount Due \$105,920.22

A monthly finance charge of 1.5% will be charged on balances past due.

Schmid Pipeline Construction, Inc
850 Mallard Dr.
Mayville, WI 53050

Phone: (563) 689-5334
Fax: (563) 689-5333

Invoice ID: 1819
Invoice Date: 09-27-2018
Customer ID: WELDED

To: Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43552

Job Location: PO# 89347
Job# 2016.03
SC# 2016-SL_ME2
Change Order CO-001
9.10.18 - 9.11.18

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	Daily Crew Rate - Labor	1.00	Per Day	11,936.00	\$11,936.00
2	Daily Crew Rate - Equipment	1.00	Per Day	7,971.00	\$7,971.00
3	Daily Crew Stand By	1.00	Per Day	12,208.00	\$12,208.00
4	Additional Hours - Operator		Per Hour		\$472.00
5	Additional Hours - Oiler		Per Hour		\$204.00
6	Additional Hours - Labor		Per Hour		\$356.00
7	Additional Hours - Dozer		Per Hour		\$144.00
8	Additional Hours - Pickup		Per Hour		\$46.00
9	Additional Hours - Excavator		Per Hour		\$180.00
10	Demobilization	1.00	Each	60,000.00	\$60,000.00

Amount Billed \$93,517.00
Total Tax

Retainage Held 9,351.70

Amount Due \$84,165.30

DATE DUE: 10-27-2018

A monthly finance charge of 1.5% will be charged on balances past due.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
WELDED CONSTRUCTION, L.P., <u>et al.</u> , ¹)	Case No. 18-12378 (KG)
)	
Debtors.)	(Jointly Administered)
)	
)	Objections Due: April 19, 2019 at 4:00 p.m. EST
)	Hearing Date: April 26, 2019 at 2:00 p.m. EST
)	

**NOTICE OF MOTION OF SCHMID PIPELINE CONSTRUCTION, INC. FOR RELIEF
FROM THE AUTOMATIC STAY**

Schmid Pipeline Construction, Inc. ("Schmid Pipeline"), by and through its undersigned counsel, has filed its Motion for Relief from the Automatic Stay (the "Motion").

HEARING ON THE MOTION WILL BE HELD ON APRIL 26, 2019 AT 2:00 PM EST BEFORE THE HONORABLE KEVIN GROSS, UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET ST., SIXTH FLOOR, COURTROOM #3, WILMINGTON, DE 19801.

You are required to file a response (and the supporting documentation required by Local Rule 4001-1(c)) to the attached Motion by no later than April 19, 2019, which is seven days before the above hearing date.

At the same time, you must also serve a copy of the response upon movant, Schmid Pipeline's attorneys:

Thomas M. Horan
Katelyn M. Crawford
Fox Rothschild LLP
919 N. Market St., Suite 300
Wilmington, DE 19801-2323

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Welded Construction, L.P. (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtors is 26933 Eckel Road, Perrysburg, OH 43551.

The hearing date specified above may be a preliminary hearing or may be consolidated with the final hearing, as determined by the Court.

The attorneys for the parties shall confer with respect to the issues raised by the Motion in advance for the purpose of determining whether a consent judgment may be entered and/or for the purpose of stipulating to relevant facts such as the value of property, and the extent and validity of any security instrument.

Dated: April 10, 2019

FOX ROTHSCHILD LLP

/s/ Thomas M. Horan

Thomas M. Horan (DE Bar No. 4641)

Katelyn M. Crawford (DE Bar No. 6591)

919 N. Market St., Suite 300

Wilmington, DE 19801

Telephone: (302) 480-9412

Email: thoran@foxrothschild.com

Email: kcrawford@foxrothschild.com

Counsel to Schmid Pipeline Construction, Inc.

CERTIFICATE OF SERVICE

I, Thomas M. Horan, hereby certify that on April 10, 2019, a true and correct copy of the **Motion of Schmid Pipeline Construction, Inc. for Relief from the Automatic Stay** was served by electronic service on the parties on the attached service list.

/s/ Thomas M. Horan
Thomas M. Horan (DE Bar No. 4641)

Akin Gump Strauss Hauer & Feld LLP

David F. Staber
2300 N. Field Street, Suite 1800
Dallas, TX 75201

Andrew Myers, P.C.

T. Josh Judd
1885 Saint James Place, 15th Fl
Houston, TX 77056

Ashby & Geddes, P.A.

William P. Bowden, Karen B. Skomorucha
Owens, Katharina Earle
500 Delaware Avenue 8th Floor
PO Box 1150
Wilmington, DE 19801

Austria Shrum LLC

Matthew P. Austria
1201 N. Orange Street, Ste. 502
Wilmington, DE 19801

Bayard, P.A.

Evan T. Miller
600 N. King Street, Suite 400
Wilmington, DE 19801

Benesch, Friedlander, Coplan & Aronoff LLP

Jennifer R. Hoover; Kevin M. Capuzzi
222 Delaware Ave, Ste 801
Wilmington, DE 19801

Bielli & Klauder, LLC

David M Klauder
1204 N King Street
Wilmington, DE 19801

Blank Rome LLP

John E. Lucian, Michael B. Schaedle
One Logan Square
130 North 18th Street
Philadelphia, PA 19103

Blank Rome LLP

Jose F. Bibiloni, Josef W. Mintz
1201 N. Market Street, Suite 800
Wilmington, DE 19801

Blumling & Gusky, LLP

Sharon M. Menchyk, David A. Levine
1200 Koppers Building
Pittsburgh, PA 15219

Bodman PLC

Robert J. Diehl, Jr., Jaimee L. Witten
1901 St. Antoine Street, 6th Floor at Ford Field
Detroit, MI 48226

Buchalter, A Professional Corporation

Shawn M. Christianson
55 Second Street, 17th Floor
San Francisco, CA 94105-3493

Buchanan Ingersoll & Rooney PC

Mary F. Caloway
919 North Market Street, Suite 1500
Wilmington, DE 19801

Burr & Forman LLP

Richard A. Robinson & J. Cory Falgowski
1201 N. Market Street, Suite 1407
Wilmington, DE 19801

Caldwell East & Finlayson PLLC

Zachary J Fanucchi, G. Wade Caldwell
700 N St Mary's Street, Suite 1825
San Antonio, TX 78205

Central States Funds

Caitlin M. McNulty
9377 W. Higgins Road
Rosemont, IL 60018

Chiesa Shahinian & Giantomasi PC

Scott A. Zuber & Jonathan Bondy
One Boland Drive
West Orange, NJ 07052

Chipman Brown Cicero & Cole, LLP

William E. Chipman, Jr. and Mark D. Olivere
Hercules Plaza
1313 North Market Street, Suite 5400
Wilmington, DE 19801-6101

Cleveland Brothers Equipment Co., Inc.

Attn David Hough
4565 William Penn Highway
Murrysville, PA 15668

**Commonwealth of Pennsylvania, Department
of Labor and Industry**

Deb Secrest, Collections Support Unit
651 Boas St Room 702
Harrisburg, PA 17121

Cooch and Taylor, P.A.

R Grant Dick IV, Dean R. Roland
The Brandywine Building
1000 West Street, 10th Floor
Wilmington, DE 19801

Cozen O'Connor

John T. Carroll, III
1201 N. Market Street, Ste 1001
Wilmington, DE 19801

Delaware Attorney General

Matthew Denn
Carvel State Office Building
820 N French St
Wilmington, DE 19801

Delaware Dept of Justice

Attn Bankruptcy Dept
820 N French St 6th Fl
Wilmington, DE 19801

Delaware Secretary of State

Franchise Tax
401 Federal Street
PO Box 898
Dover, DE 19903

Delaware State Treasury

820 Silver Lake Blvd., Suite 100
Dover, DE 19904

Duane Morris LLP

Drew S. McGehrin
222 Delaware Avenue, Suite 1600
Wilmington, DE 19801

Duane Morris LLP

Wendy M. Simkulak, Catherine B. Heitzenrater
30 South 17th Street
Philadelphia, PA 19103

Earth Pipeline Services, Inc.

Attn Joshua Roberts
135 Technology Drive Suite 100
Canonsburg, PA 15317

Gellert Scali Busenkell & Brown, LLC

Michael Busenkell
1201 North Orange Street, Suite 300
Wilmington, DE 19801

Gibson, Dunn & Crutcher LLP

Matthew K. Kelsey, Michael A. Rosenthal, J. Eric
Wise
200 Park Avenue
New York, NY 10166-0193

Gordon & Rees LLP

Jeffrey D. Cawdrey, Shelby A. Poteet
101 W. Broadway, Suite 2000
San Diego, CA 92101

Hall Estill

Steven Soulé, John F. Heil, III
320 South Boston Avenue, Ste 200
Tulsa, OK 74103-3706

Hinckley, Allen, & Snyder LLP

Jennifer V. Doran, Esq.
28 State St
Boston, MA 02109

Hogan McDaniel

Daniel C. Kerrick
1311 Delaware Avenue
Wilmington, DE 19806

Honigman Miller Schwartz and Cohn LLP

E Todd Sable
2290 First National Building
660 Woodward Avenue
Detroit, MI 48226

Honigman Miller Schwartz and Cohn LLP

Lawrence A Lichtman
2290 First National Building
660 Woodward Avenue
Detroit, MI 48226

Internal Revenue Service

Attn Susanne Larson
31 Hopkins Plz Rm 1150
Baltimore, MD 21201

Internal Revenue Service

Centralized Insolvency Operation
PO Box 7346
Philadelphia, PA 19101-7346

Internal Revenue Service

Centralized Insolvency Operation
2970 Market St
Philadelphia, PA 19104

**IUOE and Pipe Line Employers Health &
Welfare Fund**

Attn Richard Hopp, National Pipeline Training
Fund
10440 Little Patuxent Parkway, Suite 700
Columbia, MD 21044

James Louis Hordern Jr.

730 N. Post Oak Ste 100
Houston, TX 77024

KCC

Leanne Rehder Scott
2335 Alaska Ave
El Segundo, CA 90245

Maddin, Hauser, Roth & Heller, P.C.

Craig E Zucker, David M Eisenberg
28400 Northwestern Highway
2nd Floor Essex Centre
Southfield, MI 48034

Manier & Herod

Michael E. Collins, Sam H. Poteet, Jr
One Nashville Place
150 Fourth Avenue, Suite 2200
Nashville, TN 37219

Manier & Herod PC

Sam H Poteet Jr
150 Fourth Ave North Suite 2200
Nashville, TN 37219

Mayer Brown LLP

Charles S. Kelley, Andrew C. Elkhoury
700 Louisiana St., Suite 3400
Houston, TX 77002

Mayer Brown LLP

Tyler R. Ferguson
71 South Wacker Drive
Chicago, IL 60606

McElroy, Deutsch, Mulvaney & Carpenter, LLP

Gary D. Bressler
300 Delaware Avenue, Suite 770
Wilmington, DE 19801

McElroy, Deutsch, Mulvaney & Carpenter, LLP

Michael Morano
1300 Mount Kemble Ave
Morristown, NJ 07960

McMahon Surovik Suttle, PC

Jessica Haile
400 Pine Street, Ste. 800
Abilene, TX 79601

Morris James LLP

Carl N Kunz, III
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801

Morris James LLP

Stephen M. Miller
500 Delaware Avenue, Suite 1500
P.O. Box 2306
Wilmington, DE 19899-2306

Morris, Nichols, Arsht & Tunnell LLP

Robert J. Dehney, Joseph C. Barsalona II
1201 N. Market St., 16th Fl
P.O. Box 1347
Wilmington, DE 19899-1347

Office of Attorney General

Denise A. Kuhn, Senior Deputy Attorney General
1600 Arch Street, Suite 300
The Phoenix Building
Philadelphia, PA 19103

Office of the United States Trustee Delaware

Jackie Weissberger and Jane Leamy
844 King St Ste 2207
Lockbox 35
Wilmington, DE 19899-0035

Ohio Machinery Co.

Attn Curtis Keal
3993 E. Royalton Road
Broadview Heights, OH 44147

PipeLine Machinery International, LP

Attn Ted Hill
15434 Cypress N. Houston
Cypress, TX 77429

Quarles & Brady LLP

Faye B. Feinstein, Christopher Combest, Lauren
Beslow
300 N. LaSalle Street, Ste 4000
Chicago, IL 60654-3406

Reed Smith LLP

Kurt F. Gwynne, Katelin A. Morales
1201 N. Market Street, Suite 1500
Wilmington, DE 19801

Richards, Layton & Finger, P.A.

Russell C. Silberglied, Brett M. Haywood, Travis
J. Cuomo
One Rodney Square
920 North King Street
Wilmington, DE 19801

Saul Ewing Arnstein & Lehr LLP

Lucian B. Murley
1201 N. Market Street, Suite 2300
P.O. Box 1266
Wilmington, DE 19899

Schmid Pipeline

Attn Daniel Langdon
242 Carlton Avenue SE
Grand Rapids, MI 49506

Securities & Exchange Commission

G Jeffrey Boujoukos Regional Director
1617 JFK Boulevard Ste 520
Philadelphia, PA 19103

Securities & Exchange Commission

Secretary of the Treasury
100 F St NE
Washington, DC 20549

Securities & Exchange Commission NY Office

Andrew Calamari Regional Director
Brookfield Place
200 Vesey St, Ste 400
New York, NY 10281-1022

Spector & Johnson, PLLC

Howard Marc Spector
12770 Coit Road, Suite 1100
Dallas, TX 75251

Stoel Rives LLP

Gabrielle Glemann
600 University Street, Suite 3600
Seattle, WA 98101

Sullivan Hazeltine Allinson LLC

William D. Sullivan
901 North Market Street, Suite 1300
Wilmington, DE 19801

Tucker Arensberg, P.C.

Jillian Nolan Snider, Neil J. Gregorio
1500 One PPG Place
Pittsburgh, PA 15222

US Attorney for Delaware

David C Weiss c/o Ellen Slights
1007 Orange St Ste 700
PO Box 2046
Wilmington, DE 19899-2046

Welded Construction, L.P. and Welded

Construction Michigan, LLC

26933 Eckel Road
Perrysburg, OH 43551

Whiteford, Taylor & Preston L.L.P.

Brandy M. Rapp
10 Jefferson Street Suite 110
Roanoke, VA 24011

Whiteford, Taylor & Preston L.L.P.

Christopher M. Samis, Aaron H. Stulman
405 North King Street, Suite 500
The Renaissance Centre
Wilmington, DE 19801

Whiteford, Taylor & Preston L.L.P.

Stephen B. Gerald
405 North King Street, Suite 500
The Renaissance Centre
Wilmington, DE 19801

Wolcott Rivers Gates

Cullen D. Speckhart
919 E Main St, Ste 2010
Richmond, VA 23219

Womble Bond Dickinson (US) LLP

Ericka F. Johnson
1313 North Market Street, Suite 1200
Wilmington, DE 19801

Young Conaway Stargatt & Taylor, LLP

M. Blake Cleary, Sean M. Beach, Justin H. Rucki,
Tara C. Pakrouh, Betsy L. Feldman
Rodney Square, 1000 North King Street
Wilmington, DE 19801