

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

In re:

WELDED CONSTRUCTION, L.P., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 18-12378 (KG)
)
) (Jointly Administered)
)
) **Ref. Docket No. 876 & ____**
)

**ORDER, PURSUANT TO SECTION 105(a) OF THE BANKRUPTCY CODE AND
BANKRUPTCY RULE 9019, APPROVING SETTLEMENT AGREEMENT BY AND
AMONG GOPHER, THE DEBTORS, COLUMBIA GAS, AND THE COMMITTEE**

Upon consideration of the motion (the “**Motion**”)² of the Debtors for the entry of an order, pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, approving that certain settlement agreement (the “**Settlement Agreement**”) by and among Gopher, the Debtors, Columbia Gas, and the Committee attached hereto as **Exhibit 1**; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates, and their creditors and is an appropriate exercise of the Debtors’ business judgment; and it appearing that the releases provided for in the Settlement Agreement

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.

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



are supported by good and valuable consideration; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. Pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, the Settlement Agreement is approved, and the terms and conditions of the Settlement Agreement are incorporated into this Order as if fully set forth herein.
3. The releases set forth in the Settlement Agreement are approved.
4. The claims agent for these chapter 11 cases shall modify the claims register for these chapter 11 cases consistent with the terms of this Order and the Settlement Agreement.
5. For the avoidance of doubt, nothing contained in this Order or the Settlement Agreement prejudices the claims, defenses, or other rights of The Williams Companies, Inc., Williams Partners Operating LLC, and Transcontinental Gas Pipe Line Company, LLC (collectively, the “**Williams Parties**”), and all claims, defenses and other rights of the Debtors, their estates, the Committee and interested parties in these chapter 11 cases with respect to the Williams Parties shall be reserved; *provided*, however, that the foregoing shall not reduce or otherwise affect the scope of the releases set forth in the Settlement Agreement.
6. The Debtors are authorized to execute and deliver such other instruments or documents and take such other action as may be necessary or appropriate to implement and effectuate the relief granted by this Order.

7. Notwithstanding anything in the Bankruptcy Rules to the contrary, this Order shall become effective immediately upon its entry.

8. This Court shall retain jurisdiction with respect to all matters arising from or relating to the implementation of this Order.

A handwritten signature in black ink, appearing to read "Kevin Gross", written over a horizontal line.

Dated: August 2nd, 2019
Wilmington, Delaware

KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Settlement Agreement

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

In re:

WELDED CONSTRUCTION, L.P., *et al.*,

Debtors.¹

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Chapter 11

Case No. 18-12378 (KG)

(Jointly Administered)

**Ref. Dkt. Nos.: 43, 455, 504, 512, 576, 577, 578,
and 579**

SETTLEMENT AGREEMENT

This settlement agreement (the “**Settlement Agreement**”) is made by and between Gopher Mats, LLC d/b/a Viking Mat Company (“**Gopher**”); Welded Construction, L.P. and Welded Construction Michigan, LLC (together, the “**Debtors**”); Columbia Gas Transmission, LLC (“**Columbia Gas**”); and the Official Committee of Unsecured Creditors appointed in the Debtors’ above-captioned chapter 11 cases (the “**Committee**,” and together with Gopher, the Debtors, and Columbia Gas, the “**Parties**”). The Parties, by and through their respective undersigned counsel, agree to the terms of this Settlement Agreement as follows:

RECITALS

WHEREAS, on October 22, 2018 (the “**Petition Date**”), each of the Debtors commenced their above-captioned chapter 11 cases (collectively, the “**Chapter 11 Cases**”) by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”). The Debtors continue to operate their business and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of

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 Bankruptcy Code. The Committee was appointed in the Chapter 11 Cases on October 30, 2018;

WHEREAS, on October 23, 2018, the Court issued the *Order Authorizing, but not Directing, the Debtors to Enter into the Columbia Gas Agreement* [Dkt. No. 43] (the “**Columbia Gas Order**”);

WHEREAS, on January 24, 2019, Gopher filed a proof of claim against Welded Construction, L.P. for (i) a pre-petition unsecured claim in an amount of not less than \$1,155,427.56, and (ii) an administrative expense claim in an unliquidated amount [Proof of Claim No. 241] (“**Claim 241**”);

WHEREAS, on February 1, 2019, the Debtors filed their *Fifth Omnibus Motion for Entry of an Order, Pursuant to Sections 105(a) and 365(a) of the Bankruptcy Code, Authorizing the Debtors to Reject Certain Unexpired Leases and Executory Contracts* [Dkt. No. 455] (the “**Motion to Reject**”) seeking, *inter alia*, to reject all leases and/or agreements with Gopher with regard to mats provided by Gopher related to the two projects on which Welded was working and that were owned by Columbia Gas: the Mountaineer Xpress Pipeline (“**MXP**”) and the Leach Xpress Pipeline (“**LXP**”) (such leases and/or agreements, respectively, the “**Mountaineer Leases**” and the “**Leach Leases**”);

WHEREAS, on February 15, 2019, Gopher filed the *Objection of Gopher Mats, LLC to Debtors’ Fifth Omnibus Motion for Entry of an Order, Pursuant to Section 105(a) and 365(a) of the Bankruptcy Code, Authorizing the Debtors to Reject Certain Unexpired Leases and Executory Contracts* [Dkt. No. 504] (the “**Objection to the Motion to Reject**”);

WHEREAS, on February 19, 2019, Euler Hermes North America Insurance Company (“**Euler Hermes**”), as insurance agent on behalf of Gopher, filed a proof of claim against Welded Construction, L.P. for a pre-petition unsecured claim in an amount of \$1,155,427.56 [Proof of Claim No. 487] (“**Claim 487**”);

WHEREAS, on February 20, 2019, Gopher filed the *Motion of Gopher Mats, LLC for Allowance and Immediate Payment of Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)(1) and 507(a)(2)* [Dkt. No. 512] (the “**Administrative Expense Motion**”),² and docketed the Administrative Expense Motion in the claims register for the Chapter 11 Cases as an unliquidated administrative expense claim [Proof of Claim No. 651] (“**Claim 651**”);

WHEREAS, on March 20, 2019, the Debtors filed the *Notice of Hearing on and Supplement to Debtors’ Fifth Omnibus Motion for Entry of an Order, Pursuant to Sections 105(a) and 365(a) of the Bankruptcy Code, Authorizing the Debtors to Reject Certain Unexpired Leases and Executory Contracts* [Dkt. 578] (the “**Supplemental Rejection**”), *inter alia*, supplementing the Motion to Reject to seek to reject the Atlantic Sunrise Lease;

WHEREAS, on March 20, 2019, the Debtors filed their *Preliminary Objection to the Motion of Gopher Mats, LLC for Allowance and Immediate Payment of Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)(1) and 507(a)(2)* [Dkt. No. 576] (the “**Debtors’ Objection to Administrative Expense Motion**”);

WHEREAS, on March 20, 2019, the Committee filed the *Joinder of the Official Committee of Unsecured Creditors to Debtors’ Preliminary Objection to the Motion of Gopher Mats, LLC for Allowance and Immediate Payment of Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)(1) and 507(a)(2)* [Dkt. No. 577] (the “**Committee’s Joinder**”);

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

WHEREAS, on March 21, 2019, Columbia Gas filed their *Preliminary Objection to the Motion of Gopher Mats, LLC for Allowance and Immediate Payment of Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)(1) and 507(a)(2)* [Dkt. No. 579] (the “**Columbia Gas Objection**”);

WHEREAS, on April 30, 2019, Gopher filed an amendment to Claim 651, liquidating the administrative expense claim asserted in Claim 651 at the amount of \$4,289,457.33 as of the date thereof [Proof of Claim No. 798] (together with Claim 241, Claim 487, and Claim 651, the “**Gopher Claims**”);

WHEREAS, the Parties have engaged in good faith, arm’s length negotiations to resolve the Motion to Reject, the Objection to the Motion to Reject, the Supplemental Rejection, the Administrative Expense Motion, the Debtors’ Objection to the Administrative Expense Motion, the Committee’s Joinder, the Columbia Gas Objection, and the Gopher Claims and the various related disputes between the Parties with respect to such matters (together, the “**Contested Matters**”);

WHEREAS, the Parties, seeking to avoid the potentially substantial and burdensome costs and risks associated with continued litigation of the Contested Matters, enter into this Settlement Agreement to reach a full and final settlement and resolution of the Contested Matters and other issues, as set forth herein; and

WHEREAS, Euler Hermes consents to Gopher’s entry into this Settlement Agreement.

NOW, THEREFORE, in consideration of and reliance upon the promises, representations and material covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. The recitals set forth above are incorporated in full and made a part of this Settlement Agreement.

2. Upon the Settlement Effective Date (as defined below), in full and final settlement and resolution of the Contested Matters, including without limitation, the Gopher Claims and all other matters as described herein: (i) Gopher shall have an allowed administrative expense claim (the “**Allowed Administrative Expense Claim**”) against Welded Construction, L.P. in the amount of (a) two hundred thirty-five thousand three hundred twenty and 00/100 dollars (\$235,320.00) (the “**ASR Administrative Claim Amount**”) relating to the Atlantic Sunrise Project (the “**ASR Administrative Claim**”), and (b) seven hundred forty-two thousand and 00/100 dollars (\$742,000.00) (the “**Columbia Gas Claim Amount**”) relating to MXP and LXP (the “**MXP/LXP Claim**”); and (ii) Gopher shall have an allowed general unsecured claim (the “**Allowed Unsecured Claim**,” and together with the Allowed Administrative Expense Claim, the “**Consideration**”) against Welded Construction, L.P. in the amount of two million three hundred thousand and 00/100 dollars (\$2,300,000.00), comprised of (x) \$2,203,710.55 in the aggregate relating to MXP and LXP, and (y) \$96,289.45 relating to the Atlantic Sunrise Project;

3. In full and final satisfaction of the MXP/LXP Claim: (i) within three (3) business days of the Settlement Effective Date, Columbia Gas shall pay the Debtors the amount of the Columbia Gas Claim Amount(i.e., \$742,000) in immediately available funds by wire transfer to one of the Project Accounts (as defined in the Columbia Gas Order) (the “**Columbia Gas Funding**”); and (ii) within three (3) business days of the Debtors’ receipt of the Columbia Gas Funding, the Debtors, in turn, shall pay Gopher the Columbia Gas Claim Amount(i.e., \$742,000) in immediately available funds by wire transfer pursuant to the account information provided by

Gopher to the Debtors on or about the date hereof (the “**Columbia Gas Settlement Payment**”). Notwithstanding anything set forth herein or in any other document, in the event that Columbia Gas fails to make payment to the Debtors of the Columbia Gas Funding as provided for herein, Gopher waives and releases any and all rights it may have to collect the MXP/LXP Claim from the Debtors and their estates and agrees to look solely to Columbia Gas to satisfy the MXP/LXP Claim. Notwithstanding anything to the contrary in the Columbia Gas Order or otherwise, the MXP/LXP Claim, the Columbia Gas Claim Amount and the Columbia Gas Funding are each hereby expressly approved by Columbia Gas. The Parties acknowledge and agree that the Columbia Gas Funding is being paid by Columbus Gas on account of Costs (as defined in the Columbia Gas Order) related to MXP and LXP under the Columbia Gas Order.

4. Within five (5) business days of the Settlement Effective Date, in full and final satisfaction of the ASR Administrative Claim, the Debtors shall pay the ASR Administrative Claim Amount in immediately available funds to Gopher by wire transfer pursuant to the account information provided by Gopher to the Debtors on or about the date hereof (together with the Columbia Gas Settlement Payment, the “**Gopher Settlement Payments**”).

5. Within five (5) business days of the Settlement Effective Date, Gopher shall assign the Allowed Unsecured Claim to Euler Hermes (the “**Euler Hermes Assignment**”). The Allowed Unsecured Claim shall be satisfied pursuant to and as set forth in such plan of liquidation for Welded Construction, L.P. as may be confirmed by the Bankruptcy Court and becomes effective in the Chapter 11 Cases, and in the event that such a plan is not confirmed or does not become effective, then pursuant to any order of the Bankruptcy Court addressing the treatment in the Chapter 11 Cases of allowed pre-petition general unsecured claims.

6. The Mountaineer Leases, the Leach Leases, and the Atlantic Sunrise Lease and any other pre-petition contracts, leases or other agreements between the Debtors and Gopher (collectively, the “**Rejected Contracts and Leases**”) shall be deemed rejected pursuant to section 365 of the Bankruptcy Code, and the Objection to the Motion to Reject shall be deemed withdrawn, with prejudice. Other than the Consideration, Gopher shall not be entitled to any other or further pre-petition or post-petition claims against or amounts from the Debtors and their estates on account of the Debtors’ rejection of the Rejected Contracts and Leases.

7. Gopher and Columbia Gas agree and stipulate that any and all mats of Gopher that remain on LXP and MXP as of the date hereof, including, without limitation, mats of Gopher that remain on the respective LXP and MXP rights-of-way, access roads, lay-down yards, and all other real property associated with LXP and MXP, are property of, and to the extent otherwise necessary, are hereby conveyed to, Columbia Gas for all purposes. Gopher will treat all such mats as if Debtors have exercised their buy-out rights under the respective mat leases as of the date hereof and conveyed said mats to Columbia Gas as of the date hereof. Notwithstanding anything to the contrary herein, the Debtors and their estates and the Committee: (i) are not a party to such agreement and stipulation; (ii) will not object to such agreement and stipulation; (iii) make no representations or warranties whatsoever with respect to such agreement and stipulation and any such mats; and (iv) shall not bear any responsibility or obligation whatsoever for any costs, charges, fees, assessments, taxes or the like arising from or relating to such agreement and stipulation and any such mats.

8. To the extent not previously withdrawn, any and all discovery requests related to the Contested Matters shall be deemed withdrawn without the need for any further action of the Parties or the Bankruptcy Court.

9. The claims agent for the Chapter 11 Cases is authorized to amend the claims register for the Chapter 11 Cases to comport with the terms of this Settlement Agreement and the Approval Order without the need for any further action of the Parties or the Bankruptcy Court.

10. Upon Debtors' payment to Gopher of the Columbia Gas Settlement Payment, Gopher, on behalf of itself and its subsidiaries, predecessors, successors and assigns, related or affiliated corporations or any and all other entities, insurers and persons claiming by, through or under Gopher, and all such entities' respective past, present and future shareholders, partners, directors, officers, members, managers, employees, attorneys, advisors, representatives and agents, shall be deemed to have irrevocably and unconditionally, fully, finally and forever waived, released, acquitted and discharged Columbia Gas, together with its past or present affiliated parties, parent entities, successors, heirs or assigns, as well as its attorneys, accountants, financial advisors, directors, members, managers, employees, officers, shareholders, partners, insurers, sureties, parents, agents, representatives, and subsidiaries, and all such entities' respective past, present and future shareholders, partners, directors, officers, members, managers, employees, attorneys, advisors, representatives, and agents (collectively, the **"Columbia Gas Released Parties"**), from and against any and all claims, manner of actions, causes of action, suits, costs, debts, liabilities, obligations, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, liens, rights to file liens, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions and demands whatsoever, of whatever kind or nature, whether known or unknown, suspected or unsuspected, in law or equity, including without limitation the Gopher Claims and Contested Matters, which Gopher has claimed, may have claimed, or may claim to have against any of the Columbia Gas

Released Parties, *provided however*, that nothing herein shall release any claim of Gopher with respect to its right to receive the Columbia Gas Settlement Payment.

11. Upon the Settlement Effective Date, the Debtors waive, release and otherwise stipulate that any claim of the Debtors or their estates, and anyone claiming by, through, or under the Debtors, as against any of the Columbia Gas Released Parties related to timber mats in regard to LXP and MXP, in any respect, are hereby discharged, waived and released, and the Debtors shall have no such further right to payment or claim as to Columbia Gas related to or arising out of any such timber mats, in any respect. For the avoidance of doubt, nothing in this Settlement Agreement shall be deemed to relieve the Columbia Gas Released Parties of the obligation to execute the transfer of the Columbia Gas Funding as provided for in this Settlement Agreement, or any other obligations under this Settlement Agreement.

12. Upon the Settlement Effective Date, the Debtors, and the Committee, on behalf of themselves and their respective subsidiaries, predecessors, successors and assigns, related or affiliated corporations or other entities, insurers and anyone claiming by or through them respectively, and all such entities' respective past, present and future shareholders, partners, directors, officers, members, managers, employees, attorneys, advisors, representatives and agents, shall be deemed to have irrevocably and unconditionally, fully, finally and forever waived, released, acquitted and discharged Gopher, its past or present attorneys, accountants, financial advisors, directors, members, managers, employees, officers, shareholders, partners, parents, agents, representatives, and subsidiaries, and all such entities' respective past, present and future shareholders, partners, directors, officers, members, managers, employees, attorneys, advisors, representatives, agents, successors and assigns (collectively, the **“Gopher Released Parties”**), from any and all claims, manner of actions, causes of action, suits, costs, debts,

liabilities, obligations, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions and demands whatsoever, of whatever kind or nature, whether known or unknown, suspected or unsuspected, in law or equity, including any claims under chapter 5 of the Bankruptcy Code, which the Debtors, or the Committee have claimed, may have claimed, or may claim to have against any of the Gopher Released Parties arising from or related to the Contested Matters and the Rejected Contracts and Leases. For the avoidance of doubt, the Debtors, and the Committee expressly release any claims against the Gopher Released Parties under chapter 5 of the Bankruptcy Code.

13. Upon the Settlement Effective Date, Gopher, on behalf of itself and its subsidiaries, predecessors, successors and assigns, related or affiliated corporations or other entities, insurers and anyone claiming by or through Gopher, and all such entities' respective past, present and future shareholders, partners, directors, officers, members, managers, employees, attorneys, advisors, representatives and agents, shall be deemed to have irrevocably and unconditionally, fully, finally and forever waived, released, acquitted and discharged the Debtors and their estates, and the Committee, their past or present attorneys, accountants, financial advisors, directors, members, managers, employees, officers, shareholders, partners, insurers, sureties, parents, agents, representatives, and subsidiaries, and all such entities' respective past, present and future shareholders, partners, directors, officers, members, managers, employees, attorneys, advisors, representatives, agents, successors and assigns (collectively, the **"Debtor Released Parties"**), from any and all claims, manner of actions, causes of action, suits, costs, debts, liabilities, obligations, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses,

damages, judgments, executions and demands whatsoever, of whatever kind or nature, whether known or unknown, suspected or unsuspected, in law or equity, which Gopher has claimed, may have claimed, or may claim to have against any of the Debtor Released Parties arising from or related to the Contested Matters and the Rejected Contracts and Leases, *provided however*, that nothing herein shall release any claim of Gopher with respect to the ASR Administrative Claim Settlement Payment and the Consideration, including, but not limited to, the Allowed Administrative Expense Claim and the Allowed Unsecured Claim. For the avoidance of doubt, nothing in this Settlement Agreement shall be deemed to relieve the Debtor Released Parties of the obligations to execute the transfer of the Consideration and the ASR Administrative Claim Settlement Payment as provided for in this Settlement Agreement, or any other obligations under this Settlement Agreement.

14. Upon the Settlement Effective Date, Columbia Gas, on behalf of itself and its respective subsidiaries, predecessors, successors and assigns, related or affiliated corporations or other entities, insurers and anyone claiming by or through them respectively, and all such entities' respective past, present and future shareholders, partners, directors, officers, members, managers, employees, attorneys, advisors, representatives and agents, shall be deemed to have irrevocably and unconditionally, fully, finally and forever waived, released, acquitted and discharged the Gopher Released Parties, from any and all claims, manner of actions, causes of action, suits, costs, debts, liabilities, obligations, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions and demands whatsoever, of whatever kind or nature, whether known or unknown, suspected or unsuspected, in law or equity, including any claims under chapter 5 of the Bankruptcy Code, which Columbia Gas has claimed, may have

claimed, or may claim to have against any of the Gopher Released Parties arising from or related to the Contested Matters and the Rejected Contracts and Leases. For the avoidance of doubt, Columbia Gas expressly releases any claims against the Gopher Released Parties under chapter 5 of the Bankruptcy Code.

15. This Settlement Agreement is contingent upon entry by the Bankruptcy Court of an order approving this Settlement Agreement, substantially in the form annexed hereto as Exhibit A (the “**Approval Order**”). The Debtors will, at the expense of their estates, promptly prepare and circulate the initial draft of a motion to approve the Settlement Agreement, pursuant to Federal Rule of Bankruptcy Procedure 9019, for the input and approval of the other Parties to this Settlement Agreement (the “**9019 Motion**”). Upon approval by all Parties of the form of the 9019 Motion, which approval shall not be unreasonably withheld, the Debtors shall file the 9019 Motion with the Bankruptcy Court and serve the 9019 Motion upon those parties in the Bankruptcy Case required to receive notice of the 9019 Motion. The Parties will in good faith use commercially reasonable efforts to obtain entry of the Approval Order on or before August 10, 2019. The “**Settlement Effective Date**” shall occur on the date that is the earlier of the following: (a) the date the Approval Order becomes final and non-appealable; or (b) if the Approval Order is appealed, and the Settlement Agreement remains valid, the date the appeal has been fully resolved and the Approval Order is in effect. If the Bankruptcy Court denies approval of the Settlement Agreement, the Settlement Agreement shall be null and void and of no force and effect against any of the Parties.

16. The Parties acknowledge that this Settlement Agreement is a compromise of disputed claims and that no Party admits, and each expressly denies, any liability on its part.

17. Each person signing this Settlement Agreement represents and warrants that he/she has been duly authorized and has the requisite authority to execute and deliver this Settlement Agreement on behalf of such Party, to bind such Party to the terms and conditions of this Settlement Agreement, and to act with respect to the rights and claims that are being altered or otherwise affected by this Settlement Agreement.

18. The Parties represent and acknowledge that, in executing this Settlement Agreement, they do not rely and have not relied upon any representation or statement made by any Party or any of their agents, shareholders, representatives or attorneys, with regard to the subject matter, basis or effect of this Settlement Agreement or otherwise, other than as specifically stated in this Settlement Agreement. The Parties further declare that, in making this Settlement Agreement, they rely entirely upon their own judgment, beliefs and interest and the advice of their counsel and that they have had a reasonable period of time to consider this Settlement Agreement.

19. Each Party has reviewed this Settlement Agreement, had the opportunity to consult with counsel, and fully understands and voluntarily accepts all the provisions contained in this Settlement Agreement. The Parties further agree that this Settlement Agreement was the product of negotiations between and among the Parties and that any rule of construction that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Settlement Agreement.

20. The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties.

21. Should any immaterial provision of this Settlement Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term or provision shall be deemed severed from this Settlement Agreement, provided that, in the event there is any dispute over the materiality of any provision, each Party reserves its rights in accordance with this Settlement Agreement.

22. This Settlement Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements and understandings, written or oral, between the Parties pertaining to the subject matter.

23. No modification of this Settlement Agreement shall be binding or enforceable unless in writing and signed by all Parties.

24. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, executors, successors, trustees, estate representatives, administrators and assigns.

25. In the event of any inconsistency between this Settlement Agreement and any other order entered by the Bankruptcy Court, including, without limitation, the Columbia Gas Order, this terms of this Settlement Agreement shall govern.

26. Gopher represents and warrants that, other than agreeing to execute the Euler Hermes Assignment pursuant to this Settlement Agreement as described herein, it: (i) has not sold, assigned, pledged or otherwise transferred the Gopher Claims or any part thereof; and (ii) is the sole party with the ability to settle and compromise the claims it is releasing herein.

27. Gopher covenants, promises, and confirms it has paid or will pay, any applicable unpaid subcontractors or suppliers hired by Gopher for MXP and LXP and shall protect, defend and hold harmless Columbia Gas from any and all claims related to MXP and LXP asserted by such subcontractors or suppliers to the extent they are claiming by, through, or under Gopher.

28. During the pendency of the Chapter 11 Cases, the Parties expressly consent and submit to the exclusive jurisdiction of the Bankruptcy Court over any actions or proceedings relating to the enforcement or interpretation of this Settlement Agreement and the Approval Order and any Party bringing such action or proceeding shall bring such action or proceeding in the Bankruptcy Court. The Parties consent to the Bankruptcy Court entering a final judgment determining such matter and agree that a final judgment in any such action or proceeding, including all appeals, shall be conclusive and may be enforced in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law, irrespective of the outcome of the Chapter 11 Cases. Gopher reserves all rights as an interested party to raise any issue, objection, or comment to the Debtors' proposed plan of reorganization or liquidation, including in connection with any motion to dismiss the Chapter 11 Cases.

29. This Settlement Agreement and all claims and disputes arising out of or in connection with this Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law principles to the extent such principles would apply a law other than that of the State of Delaware.

30. This Settlement Agreement may be executed in one or more counterparts, including by facsimile and/ or electronic mail, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

31. The Parties shall bear their own attorneys' fees and costs incurred in connection with this Settlement Agreement and the Approval Order.

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DATED: July 17, 2019
Wilmington, Delaware

ARCHER & GREINER P.C.

/s/ David W. Carickhoff

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*Counsel to the Official Committee of
Unsecured Creditors of Welded Construction,
L.P., et al.*

Gopher's entry into this Settlement Agreement is consented to by:

EULER HERMES NORTH AMERICA INSURANCE COMPANY

By: 
Name: Mike Wilson
Its: Regional Head of Claims and Collections