

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
WELDED CONSTRUCTION, L.P., <i>et al.</i> , ¹)	Case No. 18-12378 (CSS)
)	(Jointly Administered)
Debtors.)	Ref. Docket Nos. 1362, 1424 & 1445

**NOTICE OF FILING OF EXHIBIT B TO PLAN SUPPLEMENT FOR THE AMENDED
CHAPTER 11 PLAN OF WELDED CONSTRUCTION, L.P. AND
WELDED CONSTRUCTION MICHIGAN, LLC**

PLEASE TAKE NOTICE that on May 4, 2020, the above-captioned debtors and debtors in possession (together, the “**Debtors**”) filed the *Amended Chapter 11 Plan of Welded Construction, L.P. and Welded Construction Michigan, LLC* [Docket No. 1363] (the “**Plan**”),² and the related *Amended Disclosure Statement for the Amended Chapter 11 Plan of Welded Construction, L.P. and Welded Construction Michigan, LLC* [Docket No. 1364] (the “**Disclosure Statement**”). By Order dated May 7, 2020 [Docket No. 1362] (the “**Disclosure Statement Order**”), the Court approved the Disclosure Statement, in the form attached as Exhibit 1 to the Disclosure Statement Order, as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and authorized the Debtors to solicit votes to accept or reject the Plan, in the form attached as Exhibit A to the Disclosure Statement. Pursuant to the Disclosure Statement Order, a hearing to consider confirmation of the Plan is currently scheduled for June 24, 2020 at 10:00 a.m. (ET).

PLEASE TAKE FURTHER NOTICE that, on June 5, 2020, the Debtors filed the Plan Supplement, and on June 12, 2020, the Debtors filed Exhibits C and D to the Plan Supplement. Pursuant to *Notices of Filing* [Docket Nos. 1424 & 1445], the Debtors reserved the right to amend, modify, or supplement any document in the Plan Supplement from time to time.

PLEASE TAKE FURTHER NOTICE that attached as Exhibit B to the Plan Supplement was an unexecuted version of the Plan Settlement Agreement.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby submit the executed version of the Plan Settlement Agreement. For the avoidance of doubt, the Plan Settlement Agreement (comprising the Parent Company Guarantee, the Settlement Agreement, and the

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 P.O. Box 470, Perrysburg, OH 43552-0470.

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



Indemnity Agreement) are binding upon the Agreement Effective Date, as such term is defined in the Plan Settlement Agreement.

PLEASE TAKE FURTHER NOTICE that copies of the Plan and the Plan Supplement may be obtained upon request of the undersigned counsel for the Debtors at the address specified below, and are on file with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, where they are available for review between the hours of 8:00 a.m. to 4:00 p.m. (ET). The Plan and this Plan Supplement are also available for inspection on the Bankruptcy Court's website at www.deb.uscourts.gov, or free of charge on the website of the Debtors' claims and noticing agent, Kurtzman Carson Consultants LLC, dedicated to these chapter 11 cases, <http://kccllc.net/weldded>.

Dated: June 23, 2020
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Betsy L. Feldman

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Counsel to the Debtors

EXHIBIT B

Plan Settlement Agreement

PARENT COMPANY GUARANTEE

THIS PARENT GUARANTEE (this “**Agreement**”) is entered into this 18th day of June 2020, by Bechtel Corporation, corporation organized under the laws of Nevada (“**Guarantor**”) and Welded Construction, L.P., a limited partnership organized under the laws of Delaware (the “**Company**”) (each, a “**Party**” and, together, the “**Parties**”).

WHEREAS, Bechtel Global Corporation, a corporation organized under the laws of Delaware (“**BGC**”) and the Company are parties to that certain Indemnity Agreement dated as of June 17th, 2020 and attached hereto as Exhibit A (the “**Indemnity Agreement**”), pursuant to which BGC has agreed to indemnify and defend the Company and its wholly-owned subsidiary, Welded Construction Michigan, LLC, a limited liability company organized under the laws of Michigan (“**Welded Michigan**”), and each of their respective successors, assigns and subsidiaries, including any plan trustees, liquidating trusts, liquidating trustees, plan administrators, or liquidating agents of the Debtors’ estates under any plan of reorganization, and each of their respective officers and directors (collectively, with the Company and Welded Michigan, “**Welded**”) in accordance with the terms and conditions of the Indemnity Agreement;

WHEREAS, the Guarantor owns all of the issued and outstanding stock of BGC;

WHEREAS, the Guarantor has agreed to guarantee to Welded the due and proper performance by BCG all of BCG’s obligations, warranties, duties and undertakings under and pursuant to the Indemnity Agreement (the “**Obligations**”) upon the terms of this Agreement; and

WHEREAS, the Company has agreed to accept this Guarantee in lieu of the requirement of Guarantor to provide a Secretary’s Certificate pursuant to paragraph 6 of the Indemnity Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and the promises and agreements hereinafter set forth, and for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Guarantor guarantees to Welded the due and punctual payment and performance by BCG of each and all the Obligations when and if such Obligations shall become due and performable according to the terms of the Indemnity Agreement, in all cases without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by Guarantor, provided however, Guarantor shall immediately and automatically pay and perform (as applicable) each of the Obligations in the event that BGC:
 - (a) generally fails to pay, or admits in writing its inability to pay, its debts as they become due;
 - (b) voluntarily ceases to conduct its business in the ordinary course;


- (c) merges with or is acquired by any entity other than Guarantor or any of Guarantor's wholly owned direct or indirect subsidiaries;
 - (d) commences or has commenced against it (i) any case, action or proceeding before any court or other governmental authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (ii) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors, or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors; in each case in (i) and (ii) above, undertaken under United States Federal, state or foreign law, including 11 U.S.C. § 101 et seq.; or
 - (e) takes any action to effectuate or authorize any of the foregoing.
2. Notwithstanding anything to the contrary contained herein:
- (a) the Guarantor's obligations under this Agreement shall be no greater than the Obligations under the Indemnity Agreement; and
 - (b) no provision contained in this Agreement shall be construed as or constitute a waiver or release by the Guarantor of, and Guarantor shall be entitled to the full benefit of, all defenses, limitations, conditions, rights and remedies that are or would have been available to BCG under the Indemnity Agreement.
3. For the avoidance of doubt, Welded will not be entitled to double recovery in respect of the same portion of claim and any payments, or performance made by the Guarantor hereunder shall automatically release BGC to the extent of such recovery from or performance by the Guarantor.
4. The Guarantor represents and warrants as follows:
- (a) the Guarantor is a corporation duly organized, validly existing and in good standing under the laws of Nevada and has all requisite power and authority to execute and deliver this Agreement, and to perform its obligations hereunder;
 - (b) the execution and delivery of this Agreement, and the performance by the Guarantor of its obligations hereunder, have been duly authorized by all requisite action on the part of the Guarantor, and do not conflict with or contravene: (i) any provision of law applicable to the Guarantor, (ii) the Guarantor's constitutional documents; or (iii) any contractual restriction binding on the Guarantor or its assets; and
 - (c) it is appropriately capitalized to undertake the obligations set forth in this Agreement.
5. Guarantors may assign all or a portion of its obligations hereunder to an affiliate or to an

entity managed by an affiliate of the Guarantor provided that no such assignment shall relieve Guarantor of any liability or obligation hereunder except to the extent actually performed or satisfied by the assignee.

6. This Agreement constitutes the entire agreement between the Guarantor and the Company with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the Parties other than as expressly set forth herein.
7. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute and be one and the same instrument. Copies of this executed Agreement shall have the same effect as an original.
8. This Agreement shall be construed and enforced in accordance with the laws of Delaware.
9. This Agreement shall be binding upon each party's successors and assigns, including without limitation, liquidating trusts, liquidating trustees, fiduciaries and representatives of the Welded estates.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 18th day of June, 2020.

Guarantor

By: 
Name: Michael C. Bailey
Title: Senior Vice President, Bechtel Corporation

Company

By: _____
Name: Frank Pometti
Title: Chief Restructuring Officer, Welded Construction, L.P.

entity managed by an affiliate of the Guarantor provided that no such assignment shall relieve Guarantor of any liability or obligation hereunder except to the extent actually performed or satisfied by the assignee.

6. This Agreement constitutes the entire agreement between the Guarantor and the Company with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the Parties other than as expressly set forth herein.
7. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute and be one and the same instrument. Copies of this executed Agreement shall have the same effect as an original.
8. This Agreement shall be construed and enforced in accordance with the laws of Delaware.
9. This Agreement shall be binding upon each party's successors and assigns, including without limitation, liquidating trusts, liquidating trustees, fiduciaries and representatives of the Welded estates.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 18th day of June, 2020.

Guarantor

By: _____
Name: Clifton S. Rankin
Title: Deputy General Counsel, Bechtel Corporation

Company

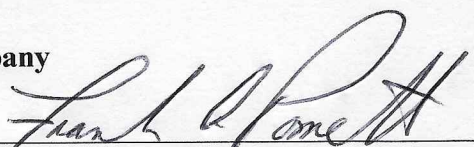
By:  _____
Name: Frank Pometti
Title: Chief Restructuring Officer, Welded Construction, L.P.

EXHIBIT A

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (“Agreement”) is entered into this 18th day of June, 2020, by Bechtel Global Corporation (“Bechtel” or “Indemnitor”) and Welded Construction, L.P., on behalf of itself, its estate in the Bankruptcy Proceeding (as defined below), and including any successor thereto under the Plan (as defined below) as an estate representative (“Welded”) (together, the “Parties”).

WHEREAS, Welded and its wholly-owned subsidiary Welded Construction Michigan, LLC (collectively, the “Debtors”) are debtors in a Chapter 11 proceeding (“Bankruptcy Proceeding”) pending in the United States Bankruptcy Court for the District of Delaware (“Bankruptcy Court”);

WHEREAS, the Central States, Southeast and Southwest Areas Pension Fund (“Fund”) on February 26, 2019, filed Claim #534 (“Claim”) in the Bankruptcy Proceeding in the amount of \$38,813,994.99 related to an alleged complete withdrawal from the Fund under ERISA § 4203(a);

WHEREAS, on April 24, 2019, the Fund assessed withdrawal liability against Bechtel in the same amount related to the same alleged complete withdrawal (“Demand”);

WHEREAS, the Fund asserts that the Parties were members of the same controlled group of corporations as defined in ERISA § 4001(b) during the relevant time related to the Claim and Demand and thus are jointly and severally liable in the event there is liability;

WHEREAS, the Parties agree that substantially the same set of operative facts, as well as most of the defenses and/or counterclaims apply to both Bechtel and Welded;

WHEREAS, Bechtel initiated arbitration against the Fund with the American Arbitration Association, Case No. 01-20-0000-0757, on January 8, 2020 (“Bechtel Arbitration”);

WHEREAS, Welded initiated arbitration against the Fund with the American Arbitration Association, Case No. 01-20-0000-1812, on January 16, 2020 (“Welded Arbitration”);

WHEREAS, Welded has filed the *Amended Chapter 11 Plan of Welded Construction, L.P. and Welded Construction Michigan, LLC*, dated as of May 4, 2020, which is in form and substance acceptable to the Debtors and the Official Committee of Unsecured Creditors (the “Committee”), and includes a settlement agreement by and among the Debtors, the Committee, Bechtel, certain other Bechtel entities, McCaig GP, and McCaig LP that is acceptable to Bechtel and Welded (the “Plan”);¹

AND WHEREAS, the Parties agree that this Agreement benefits the estate and its creditors in the Bankruptcy Proceeding and increases judicial efficiency;

¹ Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Plan.

NOW, THEREFORE, for and in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows:

1. **Indemnity and Duty to Defend.** From the date of this Agreement, Bechtel hereby indemnifies each of the Debtors and each of their respective successors, assigns and subsidiaries, including any plan trustees, liquidating trusts, liquidating trustees, plan administrators, or liquidating agents of the Debtors' estates under any plan of reorganization, and each of their respective officers and directors (collectively "Welded Indemnitees") for any amounts that the Welded Indemnitees owe to the Fund as a result of a final award to the Fund in the Bechtel Arbitration or the Welded Arbitration or otherwise in any related action, proceeding or appeal (whether in the Bechtel Arbitration, the Welded Arbitration, or in another court or adjudicatory/appellate body of competent jurisdiction (including but not limited to withdrawal liability, interim payments, interest, liquidated damages, surcharges, and attorneys' fees or costs awarded to the Fund). Bechtel shall reimburse the Welded Indemnitees for any such amounts paid by the Welded Indemnitees within five (5) business days of such payment by Federal Reserve wire transfer as further specified in the Plan (for the avoidance of doubt, if the Welded Indemnitees lack sufficient funds to make payments subject to this paragraph and under the Plan, then Bechtel shall make such payments directly). From the date of this Agreement, Bechtel agrees to defend the Welded Indemnitees against any and all claims, demands, or actions of any kind whatsoever in law or in equity, which the Fund has brought, or may in the future bring, against the Welded Indemnitees in the Bechtel Arbitration or the Welded Arbitration, or any appeals thereof or collection actions related thereto, or in any related action, proceeding or appeal (whether in the Bechtel Arbitration, the Welded Arbitration, or in another court or adjudicatory/appellate body of competent jurisdiction).

2. **Estimation of the Claim Reserve.** Welded agrees that it will move the Bankruptcy Court to estimate the reserve for the Claim in the Bankruptcy Proceeding for distribution purposes at \$0.00, and Bechtel shall have the right to review and consent to any such pleading before it is filed with the Bankruptcy Court; provided, however, that this Agreement is not conditioned upon the outcome of such claim estimation proceeding.

3. **Claim Adjudication.** The Parties agree that, except with respect to the estimation of the Claim reserve for distribution purposes in the Bankruptcy Proceeding, the Claim shall be fully adjudicated in the Bechtel Arbitration and/or the Welded Arbitration, and Bechtel shall, on behalf of Welded, lead any such arbitration litigation (at Bechtel's sole expense) and any appeals thereof. Welded agrees that it shall not proceed with the Welded Arbitration without the prior written consent of Bechtel.

4. **Authority to Settle.** Bechtel shall have the right in its absolute and sole discretion to control and direct any settlement negotiations regarding the Claim and/or regarding the Welded Arbitration.

5. **Cooperation.** The Parties agree to cooperate, in a commercially reasonable manner, in any (i) proceeding or contested matter in the Bankruptcy Court to estimate the Claim or determine whether a reserve should be established for it (the "Reserve Proceeding"), and (ii) in the

Bechtel Arbitration and/or in the Welded Arbitration. Such cooperation shall include, but not be limited to responding to discovery requests and making available pertinent witnesses to assist with fact investigation, depositions, and/or hearing testimony. Bechtel agrees to reimburse the Welded Indemnitees for reasonable costs and expenses incurred by the Welded Indemnitees for work Bechtel requests pursuant to this Paragraph 5 in connection with the Bechtel Arbitration and/or the Welded Arbitration; *provided, however*, that Bechtel shall not be obligated to reimburse the Welded Indemnitees for any costs and expenses related to (i) the Reserve Proceeding or (ii) the first \$200,000 of reasonable fees and expenses incurred by Welded from and after the date of this Agreement for work Bechtel requests in connection with the Bechtel Arbitration and/or the Welded Arbitration.

6. **Representation of Financial Capability.** Bechtel represents and warrants that it is a wholly owned primary operating subsidiary of Bechtel Corporation and that it is appropriately capitalized to undertake the obligations herein. By the date of this Agreement, Bechtel Corporation shall provide Welded (with a copy to the Committee) a secretary's certificate confirming this representation.

7. **Counterparts and Originals.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute and be one and the same instrument. Copies of this executed Agreement shall have the same effect as an original.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of Delaware.

9. **Jurisdiction.** The Parties irrevocably and unconditionally submit to the jurisdiction of the Bankruptcy Court solely with respect to any and all disputes regarding the effect, scope, or interpretation of this Agreement.

10. **Successors and Assigns.** This Agreement shall be binding upon each Party's successors and assigns, including without limitation, liquidating trusts, liquidating trustees, fiduciaries and representatives of the Debtors' estates. This Agreement may only be transferred consistent with the terms of the Plan.

[Signature page follows]

IN WITNESS WHEREOF, the Indemnitor has executed this Agreement this 18th day of June, 2020.

Bechtel

By: 

Name: Clifton S. Rankin

Title: Deputy General Counsel, Bechtel Global Corporation

Welded

By: _____

Name: Frank Pometti

Title: Chief Restructuring Officer, Welded Construction, L.P.

IN WITNESS WHEREOF, the Indemnitor has executed this Agreement this 18th day of June, 2020.


Bechtel

By: _____

Name: Clifton S. Rankin

Title: Deputy General Counsel, Bechtel Global Corporation

Welded

By:  _____

Name: Frank Pometti

Title: Chief Restructuring Officer, Welded Construction, L.P.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this “Settlement Agreement”) is made as of June 18, 2020 by and between (i) Welded Construction, L.P. and Welded Construction Michigan, LLC (collectively, the “Debtors”) on behalf of themselves, their successor(s), their bankruptcy estates, and any succeeding retained bankruptcy estate under the Plan (the “Estate”), (ii) the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases (as defined below) (the “Committee”), and (iii) Bechtel GP, Bechtel LP, Bechtel Corporation, Bechtel Global Corporation, Bechtel Oil, Gas and Chemicals, Inc., Bechtel Equipment Operation Inc., Bechtel Power Corporation, McCaig GP, and McCaig LP (collectively, the “Partner Settlement Parties”, and together with the Debtors and Committee, the “Parties”).

RECITALS

WHEREAS, on October 22, 2018, the Debtors filed voluntary petitions seeking relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and commencing cases under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”) before the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, on October 30, 2018, the Committee was appointed by the United States Trustee;

WHEREAS, following its appointment, the Committee undertook an investigation (the “Investigation”) of any and all actions, causes of action (including any causes of action under chapter 5 of the Bankruptcy Code), claims, charges, demands, damages, judgments, obligations, losses, expenses, liens, costs, penalties, attorneys’ fees, or any other compensation, of any kind, whether in law, equity or otherwise, and/or any other claims, whether known or unknown, fixed or contingent, joint and/or several, direct, indirect, or derivative, asserted or unasserted against the Partner Settlement Parties, in any way arising out of, in connection with or otherwise relating to any act, fact, event or omission or other matter, cause or thing occurring at any time, with respect to the status of any Partner Settlement Party as an equity holder of the Debtors, the actions or omissions of any Partner Settlement Party as a former or current director or officer of Debtors or any of its subsidiaries, the actions or omissions of any Partner Settlement Party relating to the business and operations of the Debtors and its subsidiaries and/or any other agreement, certificate, instrument and other documents or statements (whether written or oral) related in any way to the foregoing (collectively with any other claims or causes of action which could be asserted by the Committee or the Debtors against the Partner Settlement Party Releasees (as defined below), the “Partner Settlement Party Claims”);

WHEREAS, in connection with the Investigation, the Debtors provided the Committee with responses to various informal discovery and diligence requests, and further conducted their own investigation of Partner Settlement Party Claims;

WHEREAS, the Partner Settlement Parties deny that the Committee or Debtors have any Partner Settlement Party Claims, or any other claims or causes of action against the Partner

Settlement Party Releasees (as defined below), and deny any and all of the Committee's allegations relating thereto;

WHEREAS, over the course of several months, the Parties have exchanged information and negotiated in good faith regarding the Partner Settlement Party Claims and the *Amended Chapter 11 Plan of Welded Construction, L.P. and Welded Construction Michigan, LLC*, dated as of May 4, 2020, which shall include this Settlement Agreement as an Exhibit thereto (the "Plan").¹ The Plan shall be filed with the Bankruptcy Court contemporaneously herewith;

WHEREAS, following good faith and arm's length negotiations, in exchange for the releases and other valuable consideration provided for in the Plan and herein, the Parties have agreed to the settlement provided for herein (the "Plan Settlement"), and now desire to resolve, fully and finally, all matters respecting the Partner Settlement Party Claims, upon the terms and conditions set forth below; and

WHEREAS, the Parties believe that the Plan Settlement provides significant value to the Debtors and their Estates, favorably resolves and avoids potential protracted expensive and uncertain litigation, and enables the prompt and efficient wind-down of the Debtors' Estates through the Plan, and that the Plan Settlement is integral to the development and implementation of the Plan.

NOW THEREFORE, for good and valuable consideration, it is hereby stipulated, consented to and agreed by and among the Parties as follows:

1. **Effectiveness.** This Settlement Agreement shall be effective immediately upon the date on which the Confirmation Order becomes a Final Order (the "Agreement Effective Date").

2. **Implementation.** The Plan shall serve as a motion to approve the Plan Settlement pursuant to Bankruptcy Rule 9019. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the compromises and settlements provided for in the Plan Settlement, and the Bankruptcy Court's findings made in connection with the Confirmation Order shall constitute the Bankruptcy Court's determination that the compromises and settlements contained herein are in the best interests of the Debtors, their Estates, Holders of Claims and Interests and other parties in interest, and are fair, equitable, and reasonable.

3. **Settlement Amount.** The Partner Settlement Parties shall pay to the Debtors and/or their successor Estate representative(s) (the "Estate Representative") an aggregate cash payment of \$2,000,000.00 (the "Plan Settlement Payment"), in full payment, satisfaction and settlement of the Partner Settlement Party Claims. Subject to the prior receipt of appropriate wire instructions and tax forms, the Plan Settlement Payment shall be paid in full within ten (10) days of the Agreement Effective Date. Receipt by the Debtors of the Settlement Sum and the other

¹ Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Plan.

consideration set forth herein shall constitute full and final payment, satisfaction and settlement of any and all Partner Settlement Party Claims.

4. **Waiver and Release of Claims by Partner Settlement Parties.** Effective as of the Agreement Effective Date, the Partner Settlement Parties, on behalf of themselves and any person or entity claiming by or through the Partner Settlement Parties, except as provided in section 8 below, (i) waive any and all claims and/or requests for payment, whether administrative, priority or unsecured in nature, that have been, could have been or could be asserted by the Partner Settlement Parties (or any person or entity claiming by or through the Partner Settlement Parties) against the Debtors and their Estates, including, without limitation, any and all claims asserted in the *Requests for Payment of Administrative Expense Claim For the Period From the Petition Date Through And Including March 31, 2019* filed at Docket Nos. 681 and 686 in the Chapter 11 Cases, the proofs of claim numbered 600, 601, 790 and 792 filed in the Chapter 11 Cases by, and any claims scheduled in the Schedules for, the Partner Settlement Parties, and (ii) grant the releases set forth in Section 11.11(b) of the Plan as if the Partner Settlement Parties are “Releasing Parties” for purposes of such section that did not timely submit a Release Opt-Out or did not File an objection to such releases.

5. **Waiver and Release of Claims by the Debtors and their Estates.** Effective as of the Agreement Effective Date, the Debtors and their Estates, on behalf of themselves and their respective affiliates (other than the Partner Settlement Parties), and, as may be permitted under applicable law, on behalf of current and former officers, managers, directors, employees, lenders, partners, professionals, advisors, agents, members, and other representatives, including, without limitation, attorneys, accountants, consultants, investment bankers and financial advisors and the successors, assigns or heirs of each of the foregoing, shall grant the releases provided for in Section 11.11 of the Plan to the Partner Settlement Party Releasees (as defined below) on behalf of themselves and their successors and assigns (the “Partner Settlement Release”), which releases shall knowingly and voluntarily release, waive and forever discharge to the fullest extent permitted by law each Partner Settlement Party and, with respect to each Partner Settlement Party, its current and former shareholders, officers, managers, directors, employees, lenders, partners, affiliates, professionals, advisors, agents, members, and other representatives, including, without limitation, attorneys, accountants, consultants, investment bankers and financial advisors and the successors, assigns or heirs of each such Partner Settlement Party (collectively with the Partner Settlement Parties, the “Partner Settlement Party Releasees”) from any and all Partner Settlement Party Claims.

6. **Plan Support; Committee Consent.** Each of the Partner Settlement Parties, the Debtors, and the Committee shall support the Confirmation and consummation of the Plan, including, without limitation, all of the releases provided for in the Plan. The Committee: (i) consents to and is bound by the releases provided for in Section 11.11 of the Plan and (ii) shall, subject to its fiduciary duty to creditors, use commercially reasonable efforts to obtain the third-party releases provided for in Section 11.11 of the Plan from all members of the Committee. Each Partner Settlement Party shall: (x) if entitled to do so, vote to accept the Plan; and (y) not object to or otherwise impede Confirmation of the Plan. The Debtors and Committee shall not amend or modify the Partner Settlement Release set forth in Section 11.11 of the Plan or the opt out procedures with respect to the third-party release contained therein (the “Release Provisions”), in

each case without the prior written consent of the Partner Settlement Parties. Each of (i) the Partner Settlement Party Releases set forth in Section 11.11 and (ii) the Debtor's release of the Plan Settlement Parties (as set forth in the Release Provisions) shall be in form and substance acceptable to the Partner Settlement Parties and the Committee. In addition, the Debtors and the Committee shall not amend or modify, or consent to any amendment or modification of, any other provision of the Plan in any manner that materially adversely impacts the Partner Settlement Parties without the prior written consent of the Partner Settlement Parties.

7. **Central States Claim.** Bechtel Global Corporation hereby agrees to enter into that certain *Indemnity Agreement* with Welded Construction, L.P., in the form set forth as Exhibit A hereto (the "Indemnity Agreement"), pursuant to which, among other things, the Debtors have agreed that their liability with respect to that certain proof of claim number 534 (as it may be amended, the "Withdrawal Liability Claim") filed by the Central States, Southeast and Southwest Areas Pension Fund (the "Central States") in the Chapter 11 Cases shall be determined in the arbitration against Central States demanded by Bechtel on January 8, 2020, by the filing of an arbitration demand with the American Arbitration Association (the "Arbitration"), and Bechtel Global Corporation has agreed to indemnify the Debtors against the Withdrawal Liability Claim. Bechtel Global Corporation (and no other party) shall be deemed to have standing in the Chapter 11 Cases to file and prosecute objections to the Withdrawal Liability Claim and any other Claims filed by Central States, including, without limitation, standing to file such objections, commence adversary proceedings or other contested matters against Central States, as may be necessary, as well as to assert any affirmative defenses, counterclaims, setoffs, claims for subordination or recharacterization, or Retained Causes of Action that the Debtors, their Estates or Post-Effective Date Debtors may hold against Central States; provided, however, that the Debtors and their Estates or the Estate Representative shall have the right to file and prosecute a motion to estimate the Withdrawal Liability Claim pursuant to section 502(c) of the Bankruptcy Code, solely in connection with establishing that, as a result of the protections afforded by the Indemnity Agreement, no reserve is required on account of such Withdrawal Liability Claim for Plan distribution purposes; provided further, that no such estimation motion shall seek a determination from the Bankruptcy Court as to the actual amount of the liability of the Debtors, if any, to Central States, which liability, if any, the Parties agree will be determined in the Arbitration.

8. **Letter of Credit Funds.** The Parties agree that any residual proceeds of the letter of credit posted for the benefit of Zurich American Insurance Company and its affiliates by Welded Construction, L.P., but paid for by Bechtel Corporation and/or its affiliates (the "**Residual LOC Proceeds**"), are not property of the Estates and shall not be deemed Assets that vest in the Post-Effective Date Debtors but shall be the sole and exclusive property of Bechtel Corporation and/or its affiliates. Any Residual LOC Proceeds that are refunded to the Debtors or the Post-Effective Date Debtors shall be forwarded to Bechtel Global Corporation or its applicable affiliate by the Plan Administrator within three (3) Business Days after receipt of such Residual LOC Proceeds.

9. **Cooperation.** The Parties agree to cooperate, in a commercially reasonable manner, in (i) the Williams Litigation, (ii) any actions or claims brought by the Debtors and/or Estate Representative against Columbia Gas Transmission LLC, and (iii) any actions or claims brought by the Debtors and/or Estate Representative against Earth Pipeline Services, Inc., in each case including but not limited to by responding to discovery requests and making available

pertinent witnesses to assist with fact investigation, depositions, and/or hearing testimony.

10. **Actions to Effectuate or Enforce Settlement Agreement.** Notwithstanding the provisions of Paragraphs 4 and 5 hereof and Section 11.11 of the Plan, the release provisions set forth therein shall not apply to the Parties' obligations under this Settlement Agreement or any actions relating to, or to enforce the terms of, this Settlement Agreement.

11. **Binding on Successors.** This Settlement Agreement and the rights and obligations created hereby shall be binding upon and shall inure to the benefit of the heirs, successors, transferees, and assigns of each of the Parties hereto. Except as provided in the Plan, neither this Settlement Agreement nor any of the rights or obligations hereunder may be assigned or delegated by any Party hereto, without the prior written consent of the other Parties hereto, other than in connection with the sale or transfer of all or a substantial portion of the business of any of the Partner Settlement Parties (regardless of the legal form).

12. **Amendments; Entire Agreement.** This Settlement Agreement shall not be modified, altered, or amended without the prior written consent of each of the Parties hereto. This Settlement Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements among the Parties concerning such subject matter. The Parties acknowledge that this Settlement Agreement is not being executed in reliance on any oral or written agreement, promise or representation not contained herein.

13. **Conflict in Terms.** In the event of any conflict between the terms of this Settlement Agreement and the Plan, the terms of this Settlement Agreement shall control.

14. **Reliance on Legal Counsel.** Each Party acknowledges that it is a sophisticated entity, that it has been represented in the negotiations for and in the execution of this Settlement Agreement by counsel of its own choice, and that it has read this Settlement Agreement and is fully aware of its contents and legal effect.

15. **Representation of Authority.** The Parties expressly represent and warrant that, no other person or entity has or had any interest in the Partner Settlement Party Claims or any other claims, demands, obligations, or causes of action covered by this Settlement Agreement; and that, subject to Bankruptcy Court approval of the Plan Settlement and this Settlement Agreement and confirmation of the Plan, each Party referenced herein has the authority to sign this Settlement Agreement, by and through its designated representative(s); and that no Party has sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement. The Parties each expressly represent and warrant that the consent, approval, or authorization of no other person, entity or governmental or regulatory authority, other than the Bankruptcy Court, is required to approve the terms of this Settlement Agreement in order for the releases set forth herein to be effective.

16. **Jurisdiction; Governing Law.** In the event of a dispute concerning this Settlement Agreement, including without limitation any action to enforce the terms hereof, the Parties agree and consent to the exclusive jurisdiction of the Bankruptcy Court. 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.

17. **Counterparts.** This Settlement Agreement may be executed in counterparts and by electronic or facsimile signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement to be effective, provided each and every Party has executed and delivered, or caused to be delivered, to each other Party at least one counterpart of this Settlement Agreement signed by that Party.

18. **Drafting.** The Parties have participated in and jointly consented to the drafting of this Settlement Agreement, and any claimed ambiguity shall not be construed for or against either of the Parties on account of such drafting.

19. **No Admissions.** This Settlement Agreement and all negotiations, statements and proceedings in connection therewith are not intended to be and shall not in any event be construed or deemed to be, or represented or caused to be represented as, an admission or concession or evidence of any fault, liability or wrongdoing whatsoever. Neither this Settlement Agreement nor any matter relating to it may be offered or received in evidence or otherwise referred to in any civil, criminal, or administrative action or proceeding as evidence of any wrongdoing or liability.

20. **Specific Performance.** The Parties hereto agree that irreparable damage would occur and that the Parties hereto would not have any adequate remedy at law in the event that any of the provisions of this Settlement Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each Party hereto shall be entitled to seek an injunction or injunctions to prevent breaches or threatened breaches of this Settlement Agreement and to seek to enforce specifically the terms and provisions of this Settlement Agreement (and, to the fullest extent permitted by law, each party hereto hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to each such Party is entitled at law or in equity. For the avoidance of doubt, this paragraph shall not modify the Debtors' and/or the Estate Representative's rights of indemnification as set forth in the Indemnity Agreement.

21. **Notice.** All notices or other communications that any Party desires or wishes to give under this Settlement Agreement shall be given in writing and shall be sent by first class mail, hand delivery or overnight courier (with a courtesy copy sent by email) to the other Party or Parties via their counsel at the addresses stated in the signature pages below or such other addressees as a Party may designate for itself in writing.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Settlement Agreement to be duly executed, effective as of the date first written above.

The Official Committee of Unsecured Creditors of Welded Construction, L.P. and its affiliated debtor, as the Committee

Bechtel GP, Bechtel LP, Bechtel Corporation, Bechtel Global Corporation, Bechtel Oil, Gas and Chemicals, Inc., McCaig GP, and McCaig LP, as Partner Settlement Parties

Name: Michael B. Schaedle

Name: _____

By: [Signature]
Counsel

By: _____
Counsel

BLANK ROME LLP
Michael B. Schaedle, Esq.
John E. Lucian, Esq.
One Logan Square
130 North 18th Street
Philadelphia, PA 10103
Telephone: (215) 569-5500
Telephone: (215) 569-5442
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GIBSON, DUNN & CRUTCHER LLP
Michael A. Rosenthal, Esq.
Matthew K. Kelsey, Esq.
200 Park Avenue
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Telephone: (212) 351-3969
Telephone: (212) 351-2615
Email: mrosenthal@gibsondunn.com
Email: mkelsey@gibsondunn.com

Welded Construction, L.P. and Welded Construction Michigan, LLC, as Debtors

Name: _____

By: _____
Counsel

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Sean M. Beach, Esq.
Matthew B. Lunn, Esq.
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6699
Telephone: (302) 571-6621
Email: sbeach@ycst.com

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Settlement Agreement to be duly executed, effective as of the date first written above.

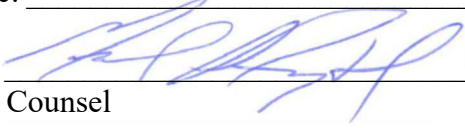
The Official Committee of Unsecured Creditors of Welded Construction, L.P. and its affiliated debtor, as the Committee

Bechtel GP, Bechtel LP, Bechtel Corporation, Bechtel Global Corporation, Bechtel Oil, Gas and Chemicals, Inc., McCaig GP, and McCaig LP, as Partner Settlement Parties

Name: _____

Name: Michael A. Rosenthal

By: _____
Counsel

By: 
Counsel

BLANK ROME LLP
Michael B. Schaedle, Esq.
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Email: mkelsey@gibsondunn.com

Welded Construction, L.P. and Welded Construction Michigan, LLC, as Debtors

Name: _____

By: _____
Counsel

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Sean M. Beach, Esq.
Matthew B. Lunn, Esq.
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6699
Telephone: (302) 571-6621
Email: sbeach@ycst.com

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Settlement Agreement to be duly executed, effective as of the date first written above.

The Official Committee of Unsecured Creditors of Welded Construction, L.P. and its affiliated debtor, as the Committee	Bechtel GP, Bechtel LP, Bechtel Corporation, Bechtel Global Corporation, Bechtel Oil, Gas and Chemicals, Inc., McCaig GP, and McCaig LP, as Partner Settlement Parties
------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------


Name: _____ Name: _____

By: _____ Counsel By: _____ Counsel

BLANK ROME LLP
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130 North 18th Street
Philadelphia, PA 10103
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Email: mrosenthal@gibsondunn.com
Email: mkelsey@gibsondunn.com

Welded Construction, L.P. and Welded Construction Michigan, LLC, as Debtors

Name: 

By: Sean M. Beach
Counsel

YOUNG CONAWAY STARGATT & TAYLOR, LLP
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Matthew B. Lunn, Esq.
1000 North King Street
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Telephone: (302) 571-6699
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Email: sbeach@ycst.com

[Signature Page to Settlement Agreement]

Email: mlunn@ycst.com

EXHIBIT A

Indemnity Agreement

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (“Agreement”) is entered into this 18th day of June, 2020, by Bechtel Global Corporation (“Bechtel” or “Indemnitor”) and Welded Construction, L.P., on behalf of itself, its estate in the Bankruptcy Proceeding (as defined below), and including any successor thereto under the Plan (as defined below) as an estate representative (“Welded”) (together, the “Parties”).

WHEREAS, Welded and its wholly-owned subsidiary Welded Construction Michigan, LLC (collectively, the “Debtors”) are debtors in a Chapter 11 proceeding (“Bankruptcy Proceeding”) pending in the United States Bankruptcy Court for the District of Delaware (“Bankruptcy Court”);

WHEREAS, the Central States, Southeast and Southwest Areas Pension Fund (“Fund”) on February 26, 2019, filed Claim #534 (“Claim”) in the Bankruptcy Proceeding in the amount of \$38,813,994.99 related to an alleged complete withdrawal from the Fund under ERISA § 4203(a);

WHEREAS, on April 24, 2019, the Fund assessed withdrawal liability against Bechtel in the same amount related to the same alleged complete withdrawal (“Demand”);

WHEREAS, the Fund asserts that the Parties were members of the same controlled group of corporations as defined in ERISA § 4001(b) during the relevant time related to the Claim and Demand and thus are jointly and severally liable in the event there is liability;

WHEREAS, the Parties agree that substantially the same set of operative facts, as well as most of the defenses and/or counterclaims apply to both Bechtel and Welded;

WHEREAS, Bechtel initiated arbitration against the Fund with the American Arbitration Association, Case No. 01-20-0000-0757, on January 8, 2020 (“Bechtel Arbitration”);

WHEREAS, Welded initiated arbitration against the Fund with the American Arbitration Association, Case No. 01-20-0000-1812, on January 16, 2020 (“Welded Arbitration”);

WHEREAS, Welded has filed the *Amended Chapter 11 Plan of Welded Construction, L.P. and Welded Construction Michigan, LLC*, dated as of May 4, 2020, which is in form and substance acceptable to the Debtors and the Official Committee of Unsecured Creditors (the “Committee”), and includes a settlement agreement by and among the Debtors, the Committee, Bechtel, certain other Bechtel entities, McCaig GP, and McCaig LP that is acceptable to Bechtel and Welded (the “Plan”);¹

AND WHEREAS, the Parties agree that this Agreement benefits the estate and its creditors in the Bankruptcy Proceeding and increases judicial efficiency;

NOW, THEREFORE, for and in consideration of the promises and agreements

¹ Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Plan.

hereinafter set forth, the Parties agree as follows:

1. **Indemnity and Duty to Defend.** From the date of this Agreement, Bechtel hereby indemnifies each of the Debtors and each of their respective successors, assigns and subsidiaries, including any plan trustees, liquidating trusts, liquidating trustees, plan administrators, or liquidating agents of the Debtors' estates under any plan of reorganization, and each of their respective officers and directors (collectively "Welded Indemnitees") for any amounts that the Welded Indemnitees owe to the Fund as a result of a final award to the Fund in the Bechtel Arbitration or the Welded Arbitration or otherwise in any related action, proceeding or appeal (whether in the Bechtel Arbitration, the Welded Arbitration, or in another court or adjudicatory/appellate body of competent jurisdiction (including but not limited to withdrawal liability, interim payments, interest, liquidated damages, surcharges, and attorneys' fees or costs awarded to the Fund). Bechtel shall reimburse the Welded Indemnitees for any such amounts paid by the Welded Indemnitees within five (5) business days of such payment by Federal Reserve wire transfer as further specified in the Plan (for the avoidance of doubt, if the Welded Indemnitees lack sufficient funds to make payments subject to this paragraph and under the Plan, then Bechtel shall make such payments directly). From the date of this Agreement, Bechtel agrees to defend the Welded Indemnitees against any and all claims, demands, or actions of any kind whatsoever in law or in equity, which the Fund has brought, or may in the future bring, against the Welded Indemnitees in the Bechtel Arbitration or the Welded Arbitration, or any appeals thereof or collection actions related thereto, or in any related action, proceeding or appeal (whether in the Bechtel Arbitration, the Welded Arbitration, or in another court or adjudicatory/appellate body of competent jurisdiction).

2. **Estimation of the Claim Reserve.** Welded agrees that it will move the Bankruptcy Court to estimate the reserve for the Claim in the Bankruptcy Proceeding for distribution purposes at \$0.00, and Bechtel shall have the right to review and consent to any such pleading before it is filed with the Bankruptcy Court; provided, however, that this Agreement is not conditioned upon the outcome of such claim estimation proceeding.

3. **Claim Adjudication.** The Parties agree that, except with respect to the estimation of the Claim reserve for distribution purposes in the Bankruptcy Proceeding, the Claim shall be fully adjudicated in the Bechtel Arbitration and/or the Welded Arbitration, and Bechtel shall, on behalf of Welded, lead any such arbitration litigation (at Bechtel's sole expense) and any appeals thereof. Welded agrees that it shall not proceed with the Welded Arbitration without the prior written consent of Bechtel.

4. **Authority to Settle.** Bechtel shall have the right in its absolute and sole discretion to control and direct any settlement negotiations regarding the Claim and/or regarding the Welded Arbitration.

5. **Cooperation.** The Parties agree to cooperate, in a commercially reasonable manner, in any (i) proceeding or contested matter in the Bankruptcy Court to estimate the Claim or determine whether a reserve should be established for it (the "Reserve Proceeding"), and (ii) in the Bechtel Arbitration and/or in the Welded Arbitration. Such cooperation shall include, but not be limited to responding to discovery requests and making available pertinent witnesses to assist

with fact investigation, depositions, and/or hearing testimony. Bechtel agrees to reimburse the Welded Indemnites for reasonable costs and expenses incurred by the Welded Indemnites for work Bechtel requests pursuant to this Paragraph 5 in connection with the Bechtel Arbitration and/or the Welded Arbitration; *provided, however*, that Bechtel shall not be obligated to reimburse the Welded Indemnites for any costs and expenses related to (i) the Reserve Proceeding or (ii) the first \$200,000 of reasonable fees and expenses incurred by Welded from and after the date of this Agreement for work Bechtel requests in connection with the Bechtel Arbitration and/or the Welded Arbitration.

6. **Representation of Financial Capability.** Bechtel represents and warrants that it is a wholly owned primary operating subsidiary of Bechtel Corporation and that it is appropriately capitalized to undertake the obligations herein. By the date of this Agreement, Bechtel Corporation shall provide Welded (with a copy to the Committee) a secretary's certificate confirming this representation.

7. **Counterparts and Originals.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute and be one and the same instrument. Copies of this executed Agreement shall have the same effect as an original.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of Delaware.

9. **Jurisdiction.** The Parties irrevocably and unconditionally submit to the jurisdiction of the Bankruptcy Court solely with respect to any and all disputes regarding the effect, scope, or interpretation of this Agreement.

10. **Successors and Assigns.** This Agreement shall be binding upon each Party's successors and assigns, including without limitation, liquidating trusts, liquidating trustees, fiduciaries and representatives of the Debtors' estates. This Agreement may only be transferred consistent with the terms of the Plan.

[Signature page follows]

IN WITNESS WHEREOF, the Indemnitor has executed this Agreement this 18th day of June, 2020.

Bechtel

By: 

Name: Clifton S. Rankin

Title: Deputy General Counsel, Bechtel Global Corporation

Welded

By: _____

Name: Frank Pometti

Title: Chief Restructuring Officer, Welded Construction, L.P.

IN WITNESS WHEREOF, the Indemnitor has executed this Agreement this 18th day of June, 2020.


Bechtel

By: _____

Name: Clifton S. Rankin

Title: Deputy General Counsel, Bechtel Global Corporation

Welded

By:  _____

Name: Frank Pometti

Title: Chief Restructuring Officer, Welded Construction, L.P.