Docket #00498 Date Filed: 3/10/2026

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re: WELDED CONSTRUCTION, L.P., *et al.*,[1] Debtors.	Chapter 11 Case No. 18-12378 (LSS) (Jointly Administered)
WELDED CONSTRUCTION, L.P., Plaintiff, v. THE WILLIAMS COMPANIES, INC., WILLIAMS PARTNERS OPERATING LLC, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, Defendants.	Adv. Pro. No. 19-50194 (LSS)

POST-EFFECTIVE DATE DEBTORS' MOTION, PURSUANT TO SECTION 105(a) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9019 FOR AN ORDER APPROVING THE SETTLEMENT AGREEMENT WITH TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, THE WILLIAMS COMPANIES, INC., AND WILLIAMS PARTNERS OPERATING LLC

The above-captioned debtors and debtors in possession (together, the "Debtors" and, following the Effective Date, the "Post-Effective Date Debtors"), through Cullen D. Speckhart, solely in her capacity as Plan Administrator, hereby submit this motion (this "Motion") for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), pursuant to section 105(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (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.

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"Bankruptcy Code"), and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), approving the settlement and release agreement (the "Settlement Agreement"), attached as **Exhibit 1** to the Proposed Order, by and between Welded Construction, L.P. ("Welded") and Transcontinental Gas Pipe Line Company, LLC ("Transco"), The Williams Companies, Inc., and Williams Partners Operating LLC (collectively, the "Defendants" and, together with Welded, the "Parties" and each a "Party").

JURISDICTION

1. The Court has jurisdiction over these chapter 11 cases and this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue of these chapter 11 cases and this Motion is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief sought herein are section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019.

BACKGROUND

A. General Background

3. On October 22, 2018 (the "Petition Date"), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). Factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of Frank Pometti in Support of Debtors' Chapter 11 Petitions and First Day Motions*. [D.I. 4].

4. On June 25, 2020, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Amended Chapter 11 Plan of Welded Construction, L.P. and Welded Construction Michigan, LLC* [D.I. 1505] (the "Confirmation Order") confirming the *Amended Chapter 11 Plan of Welded Construction, L.P. and Welded Construction Michigan, LLC* (as confirmed, the "Plan")[2], a copy of which is attached to the Confirmation Order as Exhibit A.

5. The Effective Date of the Plan occurred on July 31, 2020 [D.I. 1555].

6. Pursuant to paragraph 19 of the Confirmation Order, as of the Effective Date, Cullen D. Speckhart was appointed as Plan Administrator under the terms of the Plan Administrator Agreement (the "PAA"). The Confirmation Order approved the PAA and authorized the Debtors to perform thereunder. Confirmation Order ¶¶ 18-19.

7. The Plan provides that Welded, among other things, "shall have the authority (a) to file, withdraw or litigate to judgment objections to Claims; (b) to settle, compromise or Allow any Claim or Disputed Claim without any further notice to or action, order or approval by the Bankruptcy Court; (c) to amend the Schedules in accordance with the Bankruptcy Code; and (d) to administer and adjust the claims register to reflect any such settlements or compromises without any further notice to or action, order or approval by the Bankruptcy Court." Plan § 8.1.

8. Under the Plan and PAA, the Plan Administrator is empowered to, among other things, "object to Claims as provided in this Plan, and prosecute such objections [as well as] compromise and settle any issue or dispute regarding the amount, validity, priority, treatment or allowance of any Claim [and] prosecute, compromise, resolve or withdraw any of the Retained Causes of Action." Plan § 5.5.3(iv), (v), (x); PAA § 1(b)(vi), (viii), (xv).

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed in the Plan.

B. Facts Specific to the Relief Requested

9. Prior to the Petition Date, in August of 2016, Welded, a pipeline construction contractor, entered into a contract (the "Contract") with Transco, an interstate natural gas transmission company, to construct three contiguous segments of the Atlantic Sunrise Pipeline (the "ASR Project").

10. After the Petition Date, Transco filed two proofs of claim against Welded: (i) claim number 632 ("POC 632") and (ii) claim number 636 ("POC 636"). Transco also filed a request for payment of an administrative expense claim, which claim was assigned number 775 (the "Administrative Expense Claim").

11. On May 3, 2019, Welded commenced adversary proceeding no. 19-50194 (the "Adversary Proceeding") against the Defendants by filing its *Complaint and Objection to Claims* [Adv. D.I. 1] (the "Complaint").

12. On July 8, 2019, Transco filed (i) *Transcontinental Gas Pipe Line Company, LLC's Motion for Order Directing Welded Construction, L.P. to Comply with the Court's Orders Approving Commitment Letters* [Bankr. D.I. 836] (the "Motion to Compel"), and (ii) *Transcontinental Gas Pipe Line Company, LLC's Request for Adequate Protection* [Bankr. D.I. 837] (the "Motion for Adequate Protection").

13. On November 13, 2019, Transco filed *Defendant Transcontinental Gas Pipe Line Company, LLC's (A) Answer to Complaint and Objection to Claims of Plaintiff Welded Construction, L.P. and (B) Counterclaim* [Adv. D.I. 63] (the "Answer and Counterclaim").

14. From August 22, 2023, through September 7, 2023, the Court held a trial with respect to the claims and counterclaims asserted by Welded and Transco (the "Trial"). Although The Williams Companies, Inc. and Williams Partners Operating LLC are named defendants in the

Adversary Proceeding, Welded's claims against those two defendants were not at issue in the Trial pursuant to an order of the United States District Court for the District of Delaware (the "District Court"), Civil Action No. 20-1613-CFC, D.I. 14.

15. On February 4, 2025, the Court issued its *Opinion* [Adv. D.I. 442] in favor of Welded. On April 21, 2025, the Court rendered a supplemental letter ruling regarding post-judgment interest and penalties [Adv. D.I. 455], and on May 8, 2025, the Court entered its *Final Judgment* [Adv. D.I. 457] (the "Final Judgment") in Welded's favor for $102,079,431.01.[3]

16. On June 23, 2025, in accordance with Paragraph 4 of the Final Judgment, Welded filed *Welded's Application for Attorneys' Fees and Expenses* [Adv. D.I. 479] (the "Fees and Expenses Application"), which was subsequently opposed by Transco and remains pending before the Court.

17. Following entry of the Final Judgment, Welded registered or otherwise recorded the Final Judgment in: (i) the Superior Court of Delaware in New Castle, Kent, and Sussex Counties; (ii) the District Court in and for Tulsa County, Oklahoma; and (iii) the District Court of Harris County, Texas (collectively, the "Registered Jurisdictions").

C. Resolution of the Appeals and All Disputes Between the Parties

18. Welded and Transco both filed timely notices of appeal (the "Appeals"), and the Appeals have been consolidated and are being jointly administered by the District Court under Civil Action No. 25-00199-CFC pursuant to an order of the District Court, Civil Action No. 25-00199-CFC [D.I. 63].

[3] The Final Judgment amount was subject to (i) quantification of attorney's fees and expenses as set forth in Paragraph 4 of the Final Judgment and (ii) pre-judgment interest and penalties and post-judgment interest continuing to accrue per Paragraphs 2 and 3, respectively, of the Final Judgment.

19. The Appeals were referred to mediation pursuant to a standing order of the District Court. On November 20, 2025, the Parties commenced a mediation regarding the Appeals and the Fees and Expenses Application. The Parties participated in the mediation in good faith and negotiated a settlement in principle, subject to definitive documentation.

20. The following is a summary of the pertinent terms and conditions of the Settlement Agreement and is qualified in its entirety by reference to the Settlement Agreement attached as Exhibit 1 to the Proposed Order, the terms of which control.

a. Settlement Payment. Within three (3) business days of the date on which (x) the Court has entered an order granting the Rule 9019 Motion and approving the Settlement and (y) with respect to such order, the time to appeal, seek certiorari or move for rehearing has expired according to applicable law and no appeal or petition for certiorari or other proceedings for rehearing has been timely taken, or any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order was appealed or from which certiorari was sought or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice (the "Settlement Effective Date"), the Defendants shall indefeasibly pay in immediately available funds to Welded the sum of seventy-five million dollars ($75,000,000) (the "Settlement Amount"). Payment of the Settlement Amount shall be made via wire or electronic transfer in accordance with payment instructions provided to the Defendants by the Plan Administrator on behalf of Welded (such instructions to be provided on or before the date that the Rule 9019 Motion is filed). A representative of the Defendants will verify the wire instructions by phone with a representative of Welded prior to the Defendants' payment of the Settlement Amount. The date on which Welded receives payment of the Settlement Amount in full shall be the "Paid in Full Date." To the extent that the Settlement Effective Date does not occur within ninety (90) days from the date of the Settlement Agreement, absent further written agreement of the Parties, the Settlement Agreement shall be deemed terminated, the Parties shall each be returned to the position they were in immediately prior to the execution of the Settlement Agreement and all pending disputes shall proceed in the ordinary course with all Parties' rights expressly reserved and preserved. If the Settlement Amount is not paid in full within ten (10) days of the Settlement Effective Date, the Settlement Agreement shall be deemed terminated and all pending disputes shall proceed in the ordinary course, unless otherwise agreed to in writing by all Parties.

b. Dismissal of the Adversary Proceeding. Within three business (3) days of the Paid in Full Date, the Parties shall jointly file a stipulation of dismissal in the Adversary Proceeding, dismissing the Adversary Proceeding with prejudice.

c. Resolution of Transco's Claims, Counterclaims, and Motions. As of the Paid in Full Date, all of Transco's claims and counterclaims against Welded, including those asserted in (i) POC 632, (ii) POC 636, (iii) the Administrative Expense Claim, (iv) the Motion to Compel, (v) the Motion for Adequate Protection, and (vi) the Answer and Counterclaim, shall be deemed fully resolved and satisfied and the claims agent in the Chapter 11 Cases shall expunge each of POC 632, POC 636 and the Administrative Expense Claim from the official claims register in the Chapter 11 Cases without further action or order from the Court.

d. Resolution of Welded's Claims and the Final Judgment. As of the Paid in Full Date, Welded's claims asserted in the Complaint against Transco, The Williams Companies, Inc., and Williams Partners Operating LLC, and the award in favor of Welded, as set forth in the Final Judgment, shall be deemed fully resolved and satisfied.

e. Dismissal of the Appeals. Within five (5) business days after the date that the Adversary Proceeding is dismissed with prejudice, Transco and Welded shall jointly notify the District Court that the issues on appeal have been fully resolved and request that the Appeals be dismissed with prejudice.

f. Withdrawal or Dismissal of the Final Judgment Recordations. Within five (5) business days of the Paid in Full Date, Welded shall withdraw or otherwise dismiss with prejudice any complaint or other initiation of civil process recording or domesticating the Final Judgment in the Registered Jurisdictions, which proceedings are Case Nos. K25J-00505, N25J-01525, and S25J-06-023 in the state courts of Delaware; CV-2025-1243 in the District Court in and for Tulsa County, Oklahoma; and No. 2025-06-09 in the District Court of Harris County, Texas.

g. Withdrawal of the Fees and Expenses Application. As of the Paid in Full Date, the Fees and Expenses Application shall be deemed withdrawn or otherwise fully resolved.

h. Releases.

a. Release by Debtors. As of and solely upon the Paid in Full Date, each of the Debtors, the Post-Effective Date Debtors, and the Plan Administrator, on behalf of themselves and each of their respective affiliates, parent entities, subsidiaries, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, a "Debtor Releasing Party" and, collectively, the "Debtor Releasing Parties"), unconditionally and forever do fully and finally release, acquit and discharge

Transco, The Williams Companies, Inc., and Williams Partners Operating LLC, and each of their affiliates, parent entities, subsidiaries, partners, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, a "Williams Released Party" and, collectively, the "Williams Released Parties"), from any and all actions, complaints, causes of action, claims (whether they be unsecured, secured, priority, and/or administrative, including crossclaims, counterclaims, rights of set-off and recoupment), promises, obligations, losses, demands, damages, expenses, fees, liens, attorney's fees or costs and any and all liabilities that any Debtor Releasing Party or that any other person or party claiming under or through any Debtor Releasing Party has or had against any Williams Released Party, of whatsoever nature and kind, whether known or unknown, contingent or non-contingent, suspected or unsuspected, foreseen or unforeseen, assertible directly or derivatively, now existing or hereafter arising, arising at law or in equity or under any other theory or principle of law, in connection with, based upon, by reason of, relating to or arising from the Adversary Proceeding, the ASR Project, the Contract, the Complaint, the Final Judgment, and/or the Fees and Expenses Application, including, but not limited to, those that arise from or relate in any way to any agreements between or among any releasing party and any released party, and the transactions contemplated thereby, whether founded in contract, in tort, or pursuant to any other theory of liability, provided, however, that such releases shall not release any Williams Released Party from such Party's obligations under this Agreement.

b. Release by Defendants. As of and solely upon the Paid in Full Date, Transco, The Williams Companies, Inc., and Williams Partners Operating LLC, on behalf of themselves and each of their respective affiliates, parent entities, subsidiaries, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, a "Williams Releasing Party" and, collectively, the "Williams Releasing Parties"), unconditionally and forever do fully and finally release, acquit and discharge the Debtors, the Post-Effective Date Debtors, and the Plan Administrator, and each of their affiliates, parent entities, subsidiaries, partners, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, a "Debtor Released Party" and, collectively, the "Debtor Released Parties"), from any and all actions, complaints, causes of action, claims (whether they be unsecured, secured, priority, and/or administrative, including crossclaims, counterclaims, rights of set-off and recoupment), promises, obligations, losses, demands, damages, expenses, fees, liens, attorney's fees or costs and any and all liabilities that any Williams Releasing Party has or had against any Debtor Released

> Party, of whatsoever nature and kind, whether known or unknown, contingent or non-contingent, suspected or unsuspected, foreseen or unforeseen, assertible directly or derivatively, now existing or hereafter arising, arising at law or in equity or under any other theory or principle of law, in connection with, based upon, by reason of, relating to or arising from the Adversary Proceeding, the ASR Project, the Contract, POC 632, POC 636, the Administrative Expense Claim, the Final Judgment, and/or the Answer and Counterclaim, including, but not limited to, those that arise from or relate in any way to any agreements between or among any releasing party and any released party, and the transactions contemplated thereby, whether founded in contract, in tort, or pursuant to any other theory of liability, provided, however, that such releases shall not release any Debtor Released Party from such Party's obligations under this Agreement.

RELIEF REQUESTED

21. By this Motion, Welded requests entry of the Proposed Order, pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, approving the Settlement Agreement.

BASIS FOR RELIEF REQUESTED

22. Bankruptcy Rule 9019(a) provides that "on motion by the trustee and after a hearing, the court may approve a compromise or settlement." Fed. R. Bankr. P. 9019(a). The Third Circuit has enumerated four factors that should be considered in determining whether a settlement should be approved: "(1) the probability of success in litigation; (2) the likely difficulties in collection; (3) the complexity of the litigation involved and the expense, inconvenience and delay necessarily attending it; and (4) the paramount interest of the creditors." *Meyers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3d Cir. 1996); *accord Will v. Nw. Univ. (In re Nutraquest, Inc.)*, 434 F.3d 639, 644 (3d Cir. 2006) (finding that the *Martin* factors are useful when analyzing a settlement of a claim against the debtor as well as a claim belonging to the debtor).

23. The decision to approve a settlement "is within the sound discretion of the bankruptcy court." *In re World Health Alts., Inc.*, 344 B.R. 291, 296 (Bankr. D. Del. 2006); *see also In re Neshaminy Office Bldg. Assocs.*, 62 B.R. 798, 803 (E.D. Pa. 1986) (cited with approval

in *Martin*). The bankruptcy court should not substitute its judgment for that of the debtor. *See Neshaminy Office Bldg. Assocs.*, 62 B.R. at 803. The bankruptcy court is not to decide the numerous questions of law or fact raised by litigation but rather should canvass the issues to see whether the settlement falls below the lowest point in the range of reasonableness. *See Cosoff v. Rodman (In re W.T. Grant Co.)*, 699 F.2d 599, 608 (2d Cir. 1983); *see also World Health Alts.*, 344 B.R. at 296 ("[T]he court does not have to be convinced that the settlement is the best possible compromise. Rather, the court must conclude that the settlement is within the reasonable range of litigation possibilities." (internal citations and quotations omitted)).

24. The settlement of the Appeals, the Fees and Expenses Application, and all other disputes and proceedings by and between Welded and the Defendants is reasonable, fair, and in the best interests of Welded and its creditors. The Settlement Amount of $75,000,000 provides for a significant recovery to Welded's creditors. Absent the Settlement Agreement, the Appeals and the Fees and Expenses Application (and any appeal arising from the Court's ruling on the application) would have to be litigated with no assurance of a favorable outcome for Welded, and the time and resources that such litigation would require could threaten creditor recoveries and consume the Post-Effective Date Debtors' limited resources, to the detriment of their estates and their creditors. The Settlement Agreement was the product of substantial good-faith discussions and negotiations between the Defendants and Welded. The reasonableness of the Settlement Agreement is also evidenced by the approval of the Plan Administrator and Chubb, the largest of Welded's creditors. The resolutions and agreements embodied in the Settlement Agreement fall well above the lowest point in the range of reasonableness. In addition, as discussed below, the applicable *Martin* factors weigh decidedly in favor of approving the Settlement Agreement.

A. The Probability of Success in Litigation

25. Had the Parties failed to reach a consensual resolution with respect to the Appeals and the Fees and Expenses Application, Welded would have been forced to continue litigating the (i) Appeals and any resulting proceedings stemming therefrom, (ii) Welded's Fees and Expenses Application, and (iii) Welded's unresolved claims against Williams. This litigation would entail significant risk and uncertainty and would come at a significant cost to Welded and the Post-Effective Date Debtors' creditors. By contrast, the Settlement provides for a prompt, cost-effective resolution of these matters, as well as finality and certainty for the Post-Effective Date Debtors' estates and creditors. The value of the resolutions and agreements set forth in the Settlement Agreement are consistent with the Final Judgment, considering the significant additional time and expense that further litigation would require. In light of the foregoing, the first *Martin* factor weighs significantly in favor of approving the Settlement Agreement.

B. The Likely Difficulties in Collection

26. Similarly, the second factor in *Martin's* four-factor test weighs in favor of approving the Settlement Agreement. While Welded has a valid Final Judgment against Transco, the Defendants continue to dispute, among other things, the Final Judgment amount, and have stated such in their Appeal. Absent the Settlement Agreement, Welded's ability to collect the Final Judgment amount would be subject to the same time-consuming and costly litigation referenced above to the detriment of the estates. Transco similarly contests the Fees and Expenses Application and almost certainly would have appealed the Court's ruling on the application (should it have been necessary absent the Settlement Agreement).

C. The Complexity of Litigation Involved and the Expense, Inconvenience, and Delay Necessarily Attending It

27. The third factor in *Martin's* four-factor test weighs in favor of approval of the Settlement Agreement because, in the absence of the resolutions and agreements embodied in the Settlement Agreement, the Chapter 11 Cases would be burdened by additional expense and delay, to the detriment of the Post-Effective Date Debtors' estates and creditors. The disputed issues involved in the Appeals are complex and wide-ranging and would require detailed analyses of, among other issues, (i) the lengthy and detailed Opinion, which involved numerous contractual and factual issues, (ii) the choice of governing law, and (iii) the applicability of post-judgment CASPA interest and penalties—an issue the Supreme Court of Pennsylvania has not yet addressed. These disputes have already been litigated for more than seven years. Absent a settlement, the Parties would proceed with the Appeals, which would be a complex, expensive, and burdensome process that could well take several additional years—a process that the Settlement Agreement wholly avoids. The Settlement Agreement also avoids further litigation and any appeal with respect to the Fees and Expenses Application, which involves dozens of monthly invoices, significant briefing, and numerous disputed issues of fact and law.

28. Accordingly, the third factor of *Martin's* four-factor test weighs in favor of the Court's approving the Settlement Agreement.

D. Paramount Interests of Creditors

29. Entry into the Settlement Agreement serves the paramount interest of Welded's creditors. As noted above, the Settlement Agreement will allow Welded to avoid further litigation and focus the Post-Effective Date Debtors' limited resources on winding down their affairs and the Chapter 11 Cases in a timely and efficient manner. As stated above, Chubb, Welded's largest

creditor, approves of the Settlement. Accordingly, the final *Martin* factor weighs heavily in favor of the Court approving the Settlement Agreement.

30. Finally, the global settlement embodied in the Settlement Agreement is a sound exercise of the Post-Effective Date Debtors' business judgment. The Settlement Agreement is the product of extensive arms'-length negotiations between the Defendants and Welded—and their respective representatives—and is in the best interest of the Post-Effective Date Debtors' estates and creditors.

31. In sum, the Settlement Agreement is (i) fair and equitable, (ii) represents a compromise that rests well above the lowest point in the range of reasonableness, (iii) avoids the expense, delay, inconvenience, and uncertainty that would attend any further litigation of the Appeals and the Fees and Expenses Application, and (iv) advances the paramount interests of creditors. Therefore, the Settlement Agreement satisfies Bankruptcy Rule 9019 and should be approved by the Court.

NOTICE

32. The Post-Effective Date Debtors will provide notice of this Motion to: (i) the United States Trustee for the District of Delaware; (ii) counsel for the Defendants; and (iii) all parties that, as of the filing of this Motion, have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Post-Effective Date Debtors submit that no other or further notice is necessary.

[Signature page follows]

CONCLUSION

WHEREFORE, for the reasons set forth herein, the Post-Effective Date Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as Exhibit A, approving the Settlement Agreement by and between Welded and the Defendants.

Dated: March 10, 2026
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Counsel to Cullen D. Speckhart, as Plan Administrator, and General Bankruptcy Counsel to the Post-Effective Date Debtors

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re: WELDED CONSTRUCTION, L.P., *et al.*,[1] Debtors.	Chapter 11 Case No. 18-12378 (LSS) (Jointly Administered)
WELDED CONSTRUCTION, L.P., Plaintiff, v. THE WILLIAMS COMPANIES, INC., WILLIAMS PARTNERS OPERATING LLC, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, Defendants.	Adv. Pro. No. 19-50194 (LSS) **Hearing Date:** **March 31, 2026 at 2:30 p.m. (ET)** **Objection Deadline:** **March 24, 2026 at 4:00 p.m. (ET)**

NOTICE OF MOTION

PLEASE TAKE NOTICE the above-captioned debtors and debtors in possession (together, the "Debtors" and, following the Effective Date, the "Post-Effective Date Debtors"), through Cullen D. Speckhart, solely in her capacity as Plan Administrator, have filed the attached *Post-Effective Date Debtors' Motion, Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019 for an Order Approving the Settlement Agreement With Transcontinental Gas Pipe Line Company, LLC, The Williams Companies, Inc., and Williams Partners Operating LLC* (the "Motion").

PLEASE TAKE FURTHER NOTICE that any objections to the Motion must be filed on or before **March 24, 2026 at 4:00 p.m. (ET)** (the "Objection Deadline") with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any objection upon the undersigned

[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.

counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON **MARCH 31, 2026 AT 2:30 P.M. (ET)** BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 2, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS OR RESPONSES TO THE MOTION ARE TIMELY FILED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED THEREIN WITHOUT FURTHER NOTICE OR HEARING.

Dated: March 10, 2026
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Michael S. Neiburg

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EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re: WELDED CONSTRUCTION, L.P., *et al.*,[1] Debtors.	Chapter 11 Case No. 18-12378 (LSS) (Jointly Administered)
WELDED CONSTRUCTION, L.P., Plaintiff, v. THE WILLIAMS COMPANIES, INC., WILLIAMS PARTNERS OPERATING LLC, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, Defendants.	Adv. Pro. No. 19-50194 (LSS) **Ref. Docket No. ___**

ORDER APPROVING THE SETTLEMENT AGREEMENT WITH TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, THE WILLIAMS COMPANIES, INC., AND WILLIAMS PARTNERS OPERATING LLC

Upon consideration of the Post-Effective Date Debtors' motion (the "Motion")[2] for entry of an order, pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, approving the Settlement Agreement entered into by and between Welded and the Defendants, as more fully described in the Motion; and having determined that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as 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 P.O. Box 470, Perrysburg, OH 43552-0470.

[2] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Motion or the Settlement Agreement, as applicable.

February 29, 2012; and having determined that venue of the Chapter 11 Cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and having determined that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Court may enter a final order on the Motion consistent with Article III of the United States Constitution; and having determined that the relief requested in the Motion is in the best interests of the Post-Effective Date Debtors, their estates, creditors, and other parties in interest; and having determined that the relief requested in the Motion is justified by the facts and circumstances; and having determined that proper and adequate notice of the Motion has been given and that, except as otherwise ordered herein, no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED**.

2. The Settlement Agreement, a copy of which is attached hereto as Exhibit 1, is approved in its entirety pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019.

3. The Defendants shall pay Welded the Settlement Amount of seventy-five million dollars ($75,000,000.00) in accordance with the terms and conditions of the Settlement Agreement.

4. The releases set forth below and in Section 4 of the Settlement Agreement, are approved and shall be effective upon occurrence of the Paid in Full Date, as set forth in the Settlement Agreement.

5. Releases.

a. Release by Debtors. As of and solely upon the Paid in Full Date, each of the Debtors, the Post-Effective Date Debtors, and the Plan Administrator, on behalf of themselves and each of their respective affiliates, parent entities, subsidiaries, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, a "Debtor Releasing Party" and, collectively, the "Debtor Releasing Parties"), unconditionally and forever do fully and finally release, acquit and discharge Transco, The Williams Companies, Inc., and Williams Partners Operating LLC, and each of their affiliates, parent entities, subsidiaries, partners, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, a "Williams Released Party" and, collectively, the "Williams Released Parties"), from any and all actions, complaints, causes of action, claims (whether they be unsecured, secured, priority, and/or administrative, including crossclaims, counterclaims, rights of set-off and recoupment), promises, obligations, losses, demands, damages, expenses, fees, liens, attorney's fees or costs and any and all liabilities that any Debtor Releasing Party or that any other person or party claiming under or through any Debtor

Releasing Party has or had against any Williams Released Party, of whatsoever nature and kind, whether known or unknown, contingent or non-contingent, suspected or unsuspected, foreseen or unforeseen, assertible directly or derivatively, now existing or hereafter arising, arising at law or in equity or under any other theory or principle of law, in connection with, based upon, by reason of, relating to or arising from the Adversary Proceeding, the ASR Project, the Contract, the Complaint, the Final Judgment, and/or the Fees and Expenses Application, including, but not limited to, those that arise from or relate in any way to any agreements between or among any releasing party and any released party, and the transactions contemplated thereby, whether founded in contract, in tort, or pursuant to any other theory of liability, provided, however, that such releases shall not release any Williams Released Party from such Party's obligations under this Agreement.

b. Release by Defendants. As of and solely upon the Paid in Full Date, Transco, The Williams Companies, Inc., and Williams Partners Operating LLC, on behalf of themselves and each of their respective affiliates, parent entities, subsidiaries, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, a "Williams Releasing Party" and, collectively, the "Williams Releasing Parties"),

unconditionally and forever do fully and finally release, acquit and discharge the Debtors, the Post-Effective Date Debtors, and the Plan Administrator, and each of their affiliates, parent entities, subsidiaries, partners, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, a "Debtor Released Party" and, collectively, the "Debtor Released Parties"), from any and all actions, complaints, causes of action, claims (whether they be unsecured, secured, priority, and/or administrative, including crossclaims, counterclaims, rights of set-off and recoupment), promises, obligations, losses, demands, damages, expenses, fees, liens, attorney's fees or costs and any and all liabilities that any Williams Releasing Party has or had against any Debtor Released Party, of whatsoever nature and kind, whether known or unknown, contingent or non-contingent, suspected or unsuspected, foreseen or unforeseen, assertible directly or derivatively, now existing or hereafter arising, arising at law or in equity or under any other theory or principle of law, in connection with, based upon, by reason of, relating to or arising from the Adversary Proceeding, the ASR Project, the Contract, POC 632, POC 636, the Administrative Expense Claim, the Final Judgment, and/or the Answer and Counterclaim, including, but not limited to, those that arise from or relate in any way to any agreements between or among any releasing party and any released

party, and the transactions contemplated thereby, whether founded in contract, in tort, or pursuant to any other theory of liability, provided, however, that such releases shall not release any Debtor Released Party from such Party's obligations under this Agreement.

6. The Post-Effective Date Debtors are authorized and empowered to take any and all actions necessary to carry out, effectuate, or otherwise enforce the terms, conditions, and provisions of the Settlement Agreement.

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 to hear any and all disputes arising out of the interpretation or enforcement of this Order.

EXHIBIT 1

Settlement Agreement

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is made and entered into as of March 3, 2026, by and between (i) Transcontinental Gas Pipe Line Company, LLC ("Transco"), The Williams Companies, Inc., and Williams Partners Operating LLC (collectively, the "Defendants"), and (ii) Welded Construction L.P., ("Welded"), by and through Cullen D. Speckhart, solely in her capacity as the Plan Administrator under the court-approved *Amended Chapter 11 Plan of Welded Construction, L.P. and Welded Construction Michigan, LLC* [Bankr. D.I. 1505-1] (the "Plan") in the Chapter 11 Cases.[1] Welded, Transco, The Williams Companies, Inc., and Williams Partners Operating LLC are collectively referred to herein as the "Parties" and each individually as a "Party."

RECITALS

A. Welded was a mainline pipeline construction contractor. In August of 2016, Welded entered into a contract (the "Contract") with Transco, an interstate natural gas transmission company, to construct three contiguous segments of the Atlantic Sunrise Pipeline (the "ASR Project").

B. On October 22, 2018 (the "Petition Date"), Welded and Welded Construction Michigan, LLC ("Welded Michigan") commenced the Chapter 11 Cases.

C. On February 28, 2019, Transco filed proof of claim number 632 ("POC 632") and proof of claim number 636 ("POC 636") against Welded.

D. On April 26, 2019, Transco filed a Request for Payment of Administrative Expense Claim for the Period from the Petition Date through and including March 31, 2019, which claim was assigned number 775 (the "Administrative Expense Claim").

E. On May 3, 2019, Welded commenced adversary proceeding no. 19-50194 (the "Adversary Proceeding") against the Defendants by filing its *Complaint and Objection to Claims* [Adv. D.I. 1] (the "Complaint").

F. On July 8, 2019, Transco filed (i) *Transcontinental Gas Pipe Line Company, LLC's Motion for Order Directing Welded Construction, L.P. to Comply with the Court's Orders Approving Commitment Letters* [Bankr. D.I. 836] (the "Motion to Compel"), and (ii) *Transcontinental Gas Pipe Line Company, LLC's Request for Adequate Protection* [Bankr. D.I. 837] (the "Motion for Adequate Protection").

G. On November 13, 2019, Transco filed *Defendant Transcontinental Gas Pipe Line Company, LLC's (A) Answer to Complaint and Objection to Claims of Plaintiff Welded Construction, L.P. and (B) Counterclaim* [Adv. D.I. 63] (the "Answer and Counterclaim").

H. On June 25, 2020, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Bankr. D.I. 1505] confirming the Plan. The Plan became effective on July 31, 2020, and, on that date, the Plan Administrator became the representative of Welded and Welded Michigan. *See* [Bankr. D.I. 1555]. After the Plan's

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

effective Date, pursuant to the Plan, Welded and Welded Michigan have been referred to as the "Post-Effective Date Debtors."

I. From August 22, 2023, through September 7, 2023, the Court held a trial with respect to the claims and counterclaims asserted by Welded and Transco (the "Trial"). Although The Williams Companies, Inc. and Williams Partners Operating LLC are named defendants in the Adversary Proceeding, Welded's claims against those two defendants were not at issue in the Trial pursuant to an order of the United States District Court for the District of Delaware (the "District Court"), Civil Action No. 20-1613-CFC, D.I. 14.

J. On February 4, 2025, the Court rendered its *Opinion* [Adv. D.I. 442] (the "Opinion"), which constituted the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure with respect to the Trial.

K. On April 21, 2025, the Court rendered a supplemental letter ruling regarding post-judgment interest and penalties [Adv. D.I. 455] (the "Letter Ruling").

L. On May 8, 2025, the Court entered its *Final Judgment* [Adv. D.I. 457] (the "Final Judgment"). Subject to the quantification of attorneys' fees and expenses set forth in Paragraph 4 of the Final Judgment, the judgment in Welded's favor was $102,079,431.01 as of April 30, 2025, with pre-judgment interest and penalties and post-judgment interest continuing to accrue as set forth in Paragraphs 2 and 3 of the Final Judgment, respectively.

M. On June 23, 2025, in accordance with Paragraph 4 of the Final Judgment, Welded filed *Welded's Application for Attorneys' Fees and Expenses* [Adv. D.I. 479] (the "Fees and Expenses Application"). The Fees and Expenses Application was opposed by Transco and remains pending before the Court.

N. Transco timely filed a notice of appeal with respect to the Opinion and Final Judgment, Civil Action No. 25-00199-CFC (the "Transco Appeal"), and Welded timely filed a notice of appeal with respect to the Letter Ruling, Civil Action No. 25-00638-CFC (the "Welded Appeal" and, together with the Transco Appeal, the "Appeals"). The Appeals have been consolidated and are being jointly administered by the District Court under Civil Action No. 25-00199-CFC pursuant to an order of the District Court, Civil Action No. 25-00199-CFC, D.I. 63.

O. Following entry of the Final Judgment, Welded registered or otherwise recorded the Final Judgment in: (i) the Superior Court of Delaware in New Castle, Kent, and Sussex Counties; (ii) the District Court in and for Tulsa County, Oklahoma; and (iii) the District Court of Harris County, Texas (collectively, the "Registered Jurisdictions").

P. On October 14, 2025, the Court entered its *Order Approving Appeal Bond and Stay of Execution of Appeal* [Adv. D.I. 497], which, in pertinent part, approved the appeal bond annexed as Exhibit 1 to the order and stayed execution on or proceedings to enforce the Final Judgment through the pendency of the Transco Appeal.

Q. The Appeals were referred to mediation pursuant to a standing order of the District Court. On November 20, 2025, the Parties commenced a mediation regarding the Appeals and the

Fees and Expenses Application. The Parties participated in the mediation in good faith and negotiated a settlement in principle, subject to definitive documentation.

AGREEMENT

NOW, THEREFORE, subject to approval by the Court, the Parties desire to settle any and all disputes, claims, and counterclaims between them in order to avoid the cost, inconvenience, delays, and uncertainties involved in further legal proceedings, and agree as follows:

1. Court Approval. Within three (3) business days of execution of this Agreement by all Parties, the Post-Effective Date Debtors shall file a motion with the Court seeking entry of an order, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Rule 9019 Motion"), approving this Agreement.

2. Settlement Payment. Within three (3) business days of the date on which (x) the Court has entered an order granting the Rule 9019 Motion and approving this Agreement and (y) with respect to such order, the time to appeal, seek certiorari or move for rehearing has expired according to applicable law and no appeal or petition for certiorari or other proceedings for rehearing has been timely taken, or any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order was appealed or from which certiorari was sought or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice (the "Settlement Effective Date"), the Defendants shall indefeasibly pay in immediately available funds to Welded the sum of seventy-five million dollars ($75,000,000) (the "Settlement Amount"). Payment of the Settlement Amount shall be made via wire or electronic transfer in accordance with payment instructions provided to the Defendants by the Plan Administrator on behalf of Welded (such instructions to be provided on or before the date that the Rule 9019 Motion is filed). A representative of the Defendants will verify the wire instructions by phone with a representative of Welded prior to the Defendants' payment of the Settlement Amount. The date on which Welded receives payment of the Settlement Amount in full shall be the "Paid in Full Date." To the extent that the Settlement Effective Date does not occur within ninety (90) days from the date hereof, absent further written agreement of the Parties, this Agreement shall be deemed terminated, the Parties shall each be returned to the position they were in immediately prior to the execution of this Agreement and all pending disputes shall proceed in the ordinary course with all Parties' rights expressly reserved and preserved. If the Settlement Amount is not paid in full within ten (10) days of the Settlement Effective Date, this Agreement shall be deemed terminated and all pending disputes shall proceed in the ordinary course, unless otherwise agreed to in writing by all Parties.

3. Dismissal and Resolution of All Matters.

   a. Dismissal of the Adversary Proceeding. Within three business (3) days of the Paid in Full Date, the Parties shall jointly file a stipulation of dismissal in the Adversary Proceeding, dismissing the Adversary Proceeding with prejudice.

b. Resolution of Transco's Claims, Counterclaims, and Motions. As of the Paid in Full Date, all of Transco's claims and counterclaims against Welded, including those asserted in (i) POC 632, (ii) POC 636, (iii) the Administrative Expense Claim, (iv) the Motion to Compel, (v) the Motion for Adequate Protection, and (vi) the Answer and Counterclaim, shall be deemed fully resolved and satisfied and the claims agent in the Chapter 11 Cases shall expunge each of POC 632, POC 636 and the Administrative Expense Claim from the official claims register in the Chapter 11 Cases without further action or order from the Court.

c. Resolution of Welded's Claims and the Final Judgment. As of the Paid in Full Date, Welded's claims asserted in the Complaint against Transco, The Williams Companies, Inc., and Williams Partners Operating LLC, and the award in favor of Welded, as set forth in the Final Judgment, shall be deemed fully resolved and satisfied.

d. Dismissal of the Appeals. Within five (5) business days after the date that the Adversary Proceeding is dismissed with prejudice, Transco and Welded shall jointly notify the District Court that the issues on appeal have been fully resolved and request that the Appeals be dismissed with prejudice.

e. Withdrawal or Dismissal of the Final Judgment Recordations. Within five (5) business days of the Paid in Full Date, Welded shall withdraw or otherwise dismiss with prejudice any complaint or other initiation of civil process recording or domesticating the Final Judgment in the Registered Jurisdictions, which proceedings are Case Nos. K25J-00505, N25J-01525, and S25J-06-023 in the state courts of Delaware; CV-2025-1243 in the District Court in and for Tulsa County, Oklahoma; and No. 2025-06-09 in the District Court of Harris County, Texas.

f. Withdrawal of the Fees and Expenses Application. As of the Paid in Full Date, the Fees and Expenses Application shall be deemed withdrawn or otherwise fully resolved.

4. Releases.

a. Release by Debtors. As of and solely upon the Paid in Full Date, each of the Debtors, the Post-Effective Date Debtors, and the Plan Administrator, on behalf of themselves and each of their respective affiliates, parent entities, subsidiaries, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, a "Debtor Releasing Party" and, collectively, the "Debtor Releasing Parties"), unconditionally and forever do fully and finally release, acquit and discharge Transco, The Williams Companies, Inc., and Williams Partners Operating LLC, and each of their affiliates, parent entities, subsidiaries, partners, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and

future (each, a "Williams Released Party" and, collectively, the "Williams Released Parties"), from any and all actions, complaints, causes of action, claims (whether they be unsecured, secured, priority, and/or administrative, including crossclaims, counterclaims, rights of set-off and recoupment), promises, obligations, losses, demands, damages, expenses, fees, liens, attorney's fees or costs and any and all liabilities that any Debtor Releasing Party or that any other person or party claiming under or through any Debtor Releasing Party has or had against any Williams Released Party, of whatsoever nature and kind, whether known or unknown, contingent or non-contingent, suspected or unsuspected, foreseen or unforeseen, assertible directly or derivatively, now existing or hereafter arising, arising at law or in equity or under any other theory or principle of law, in connection with, based upon, by reason of, relating to or arising from the Adversary Proceeding, the ASR Project, the Contract, the Complaint, the Final Judgment, and/or the Fees and Expenses Application, including, but not limited to, those that arise from or relate in any way to any agreements between or among any releasing party and any released party, and the transactions contemplated thereby, whether founded in contract, in tort, or pursuant to any other theory of liability, provided, however, that such releases shall not release any Williams Released Party from such Party's obligations under this Agreement.

b. Release by Defendants. As of and solely upon the Paid in Full Date, Transco, The Williams Companies, Inc., and Williams Partners Operating LLC, on behalf of themselves and each of their respective affiliates, parent entities, subsidiaries, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, a "Williams Releasing Party" and, collectively, the "Williams Releasing Parties"), unconditionally and forever do fully and finally release, acquit and discharge the Debtors, the Post-Effective Date Debtors, and the Plan Administrator, and each of their affiliates, parent entities, subsidiaries, partners, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, a "Debtor Released Party" and, collectively, the "Debtor Released Parties"), from any and all actions, complaints, causes of action, claims (whether they be unsecured, secured, priority, and/or administrative, including crossclaims, counterclaims, rights of set-off and recoupment), promises, obligations, losses, demands, damages, expenses, fees, liens, attorney's fees or costs and any and all liabilities that any Williams Releasing Party has or had against any Debtor Released Party, of whatsoever nature and kind, whether known or unknown, contingent or non-contingent, suspected or unsuspected, foreseen or unforeseen, assertible directly or derivatively, now existing or hereafter arising, arising at law or in equity or under any other theory or principle of law, in connection with, based upon, by reason of, relating to or arising from the Adversary Proceeding, the ASR Project, the Contract, POC 632, POC 636, the Administrative Expense Claim, the Final Judgment, and/or the Answer and Counterclaim, including, but not limited to, those that arise from or relate in any way to any agreements between or among any

releasing party and any released party, and the transactions contemplated thereby, whether founded in contract, in tort, or pursuant to any other theory of liability, provided, however, that such releases shall not release any Debtor Released Party from such Party's obligations under this Agreement.

5. Miscellaneous Provisions.

a. Attorneys' Fees. Each Party shall be responsible for its respective costs and expenses (including, without limitation, attorneys' fees) incurred by it in connection with this Agreement, the Adversary Proceeding, the Appeals, and any matter that is the subject of the releases granted herein.

b. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and assigns.

c. Authorizations. Each Party represents and warrants to each other Party that it is authorized to execute this Agreement, that it has full power and authority to enter into this Agreement and effectuate the matters provided hereunder and that this Agreement is duly executed and delivered by it, and constitutes its valid, binding agreement in accordance with its terms (subject to the conditions required for occurrence of the Settlement Effective Date and the Paid in Full Date) and that it has not transferred any claim that is the subject of this Agreement.

d. Entire Agreement. This Agreement contains the entire agreement among the Parties relating to the subject matter hereof and can be amended, waived or otherwise modified only by a signed writing executed by each of the Parties.

e. Counterparts. This Agreement may be executed in multiple counterparts, any of which may be transmitted by electronic (e-mail) transmission, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Agreement to present any copy signed by the Parties hereto to be charged.

f. No Admission of Liability; No Penalty; Tax Matters. It is expressly understood and agreed that entry into this Agreement does not constitute an admission of liability, fault, wrongdoing, or any fact by any of the Parties. The Parties acknowledge and agree that no amount paid pursuant to this Agreement constitutes or shall in any way be deemed a payment of a penalty or a fine of any kind. Neither the Parties nor their counsel make any representation as to the tax liability, if any, associated with payments made pursuant to this Agreement. Welded shall be solely responsible for any income, franchise, or similar taxes imposed on it in respect of its receipt of the Settlement Amount. For the avoidance of doubt, Defendants shall be responsible for any taxes, assessments, penalties, or interest imposed on them in their capacity as payors, including any information-reporting and withholding obligations required by applicable law.

g. Governing Law and Jurisdiction. The Court shall have exclusive jurisdiction to hear any matter concerning the interpretation or enforcement of this Agreement.

Any matter concerning the interpretation or enforcement of this Agreement shall be construed under the laws of the State of Delaware (without application of principles of conflicts of law).

h. Severability. If any term, clause or provision of this Agreement shall be judged to be invalid, the remaining provisions of this Agreement shall remain in full force and effect and will not be affected by the invalid term, clause or provision or by its severance therein, unless such continued effectiveness of this Agreement, as modified, would be contrary to the basic understanding and intentions of the parties as expressed herein. The Parties shall endeavor in good faith negotiations to replace the invalid term, clause or provision with a valid provision, the effect of which would accomplish the intention of the Parties as closely as possible.

i. Construction of Ambiguity. It is acknowledged that each of the Parties has participated in the drafting of this Agreement and any ambiguity found herein shall not be construed against any Party.

j. Knowledge of Terms of Agreement. Each Party warrants and represents that in entering into this Agreement, it is relying solely upon its own judgment, belief and knowledge and, as applicable, on that of any attorney it has retained to represent it in this matter. No Party is relying on any representation or statement made by any other Party or any person representing such other Party except for the representations and warranties expressly set forth in this Agreement. By signing this Agreement, the Parties hereby confirm and state that (a) they have each carefully read this Agreement, (b) that they each know the content of this Agreement and (c) that they have each been represented by independent legal counsel in connection with the negotiation of this Agreement.

k. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties and their respective successors and assigns (and, solely in the case of section 4 of this Agreement, the Williams Released Parties, the Debtor Released Parties, the Williams Releasing Parties, and the Debtor Releasing Parties), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

l. No Assignment. Each Party expressly represents and warrants that it has not assigned, pledged or otherwise sold or transferred, either by written instrument or otherwise, any right, title, interest, or claims it has or may have in connection with or arising out of the Adversary Proceeding, which is the subject of this Agreement. This provision does not apply to any transfer or assignment of rights, title, or interests relating to the Plan.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have voluntarily and with full knowledge executed this Agreement or caused it to be executed by their duly authorized representatives.

AGREED BY:

Dated: March 9, 2026

Welded Construction, L.P.,
by and through the Plan Administrator

Signed by:
By: _____
3078A490C193342C...
Name: Cullen D. Speckhart
Title: Plan Administrator

Dated: March 3, 2026

Transcontinental Gas Pipe Line Company, LLC
by Williams Partners Operating LLC,
its managing member
by The Williams Companies, Inc,
managing member of
Williams Partners Operating LLC

Signed by:
By: _____
DD0CC2D444A64DC...
Name: Chad Zamarin
Title: President and Chief Executive Officer

Dated: March 3, 2026

The Williams Companies, Inc.

Signed by:
By: _____
DD0CC2D444A64DC...
Name: Chad Zamarin
Title: President and Chief Executive Officer

Dated: March 3, 2026

Williams Partners Operating LLC
by The Williams Companies, Inc,
its managing member

Signed by:
By: _____
DD0CC2D444A64DC...
Name: Chad Zamarin
Title: President and Chief Executive Officer