

**IN CIRCUIT COURT OF WETZEL COUNTY WEST VIRGINIA
BUSINESS COURT DIVISION**

MARKWEST LIBERTY MIDSTREAM)
& RESOURCES, L.L.C.,)
)
Plaintiff,)
)
v.)
)
J. F. ALLEN COMPANY; AMEC)
FOSTER WHEELER ENVIRONMENT)
& INFRASTRUCTURE, INC.;)
REDSTONE INTERNATIONAL INC.;)
CIVIL & ENVIRONMENTAL)
CONSULTANTS, INC.; and)
COASTAL DRILLING EAST, LLC.)
)
Defendants,)
)
v.)
)
THE LANE CONSTRUCTION)
CORPORATION,)
)
Additional Defendant.)

Case No. 16-C-82
Hon. H. Charles Carl, III

FILED
2018 JUL 10 AM 10:43
COURT CLERK
WETZEL COUNTY, WV

ORDER OF COURT

AND NOW, this 27th day of June, 2018, Defendant Amec Foster Wheeler Environment & Infrastructure, Inc.'s Motion to Compel Entry, Inspection, and Testing of Premises is GRANTED and IT IS ORDERED as follows:

1. Amec Foster Wheeler Environment & Infrastructure, Inc. ("Amec") must begin inspection and testing within 30 days of entry of this Order and complete the inspection and testing by no later than September 25, 2018.
2. Amec shall fully indemnify, defend, reimburse and hold harmless MarkWest, and its insurers, owners, shareholders, employees, consultants, contractors, subcontractors, agents, successors, assignees, joint venturers, and related affiliates and

their respective owners, shareholders, employees, contractors, subcontractors, and agents (collectively, the "Indemnified Persons") from and against all claims, liability, damages, losses, and expenses, including but not limited to attorneys' fees, (collectively "Claims") in any way sustained by reason of or in connection with the performance of the Testing on the Wall by Amec, its employees, agents, consultants, contractors, and/or subcontractors. This indemnification includes, but is not limited to, any and all property damage, loss of use and personal injury.

3. Amec shall obtain and continue in force, during the term of Amec's testing, at Amec's own expense, all minimum insurance specified below. Amec shall not commence testing nor allow any permitted employee, agent, consultant, contractor and/or subcontractor to commence testing until all insurance has been obtained and accepted by MarkWest. The insurance to be obtained and continued in force by Amec is the following:

- i. Workers' Compensation insurance in accordance with all applicable State and Federal Laws.
- ii. Employer's Liability insurance with minimum limits of not less than \$1,000,000 each accident, \$1,000,000 for disease, and \$1,000,000 each employee for disease.
- iii. Automobile Liability insurance with minimum limits of not less than \$1,000,000 combined single limit per occurrence. Such coverage shall include owned, hired, leased, rented and non-owned vehicles operated by AMEC or by its employees, agents, consultants, contractors, and/or subcontractors.
- iv. General Liability insurance with minimum limits of not less than \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate.
- v. Umbrella/Excess Liability insurance, with limits not less than \$10,000,000 each occurrence/aggregate.

4. Amec and MarkWest must coordinate in good faith to facilitate the testing. MarkWest will provide Amec with a MarkWest on-site contact point to facilitate all testing logistics, such as equipment delivery/removal and access to the site.

5. Amec and/or its agents, consultants, contractors, and/or subcontractors must adhere to all MarkWest site policies/procedures and attend safety training prior to testing, including MarkWest's current MarkWest NEBU Safe Work Permit Procedure and current Safe Work Permit.

6. Amec shall maintain a safety inspector, at Amec's expense, on site at all times during testing. Amec must obtain MarkWest's consent of the safety inspector prior to testing, but such consent shall not be unreasonably withheld.

7. MarkWest shall have the right to stop testing at any point for safety reasons.

8. Amec shall provide MarkWest with the raw data that Amec receives from the testing by no later than September 25, 2018.

9. This indemnification shall not apply to the extent claims arise out of the acts, errors and/or omissions of MarkWest or any other person for which Amec is not responsible.

BY THE COURT:

A handwritten signature in black ink, appearing to read "H. Charles Carl, III", with a date "7/6/18" written to the right of the signature.

Hon. H. Charles Carl, III

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of June, 2018, a true and correct copy of the foregoing **Proposed Order of Court** was served via electronic and U.S. Mail, postage pre-paid, on the following counsel of record:

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/s/ Jason L. Richey _____
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