IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	**Chapter 11**
	:	
VALVES AND CONTROLS US, INC.,	:	**Case No. 25 – 11403 (TMH)**
	:	
Debtor.[1]	:	**Related Docket No. 298**

ORDER (I) APPOINTING MEDIATOR,
(II) REFERRING CERTAIN PARTIES AND MATTERS
TO MEDIATION, AND (III) GRANTING RELATED RELIEF

Upon the joint request of Valves and Controls US, Inc., as debtor and debtor in possession in the above-captioned chapter 11 case (the "**Debtor**"), the Official Committee of Unsecured Creditors appointed in this chapter 11 case (the "**UCC**"), and The Weir Group PLC (on behalf of itself and its non-Debtor affiliates, "**Weir**," and collectively with the Debtor and the UCC, the "**Parties**"), to engage in mediation (the "**Mediation**"); and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. In the event negotiations among the Parties do not result in a fully consensual resolution of all causes of action owned, held, or capable of being asserted by, under,

[1] The last four digits of the Debtor's federal tax identification number are 3959. The Debtor's mailing address is 777 Main Street, Suite 2050, Fort Worth, TX 76102.

through or on behalf of the Debtor or its estate, whether known or unknown, in law, at equity or otherwise, whenever and wherever arising under the laws of any jurisdiction (the "**Estate Causes of Action**"), the Court shall appoint Hon. Shelley C. Chapman (Ret.) as mediator (the "**Mediator**") in connection with the Mediation.

2. The Mediator is authorized to mediate such issues between the Parties as the Mediator deems appropriate in this case or as otherwise agreed to between the Parties, including with respect to the resolution of the Estate Causes of Action; *provided*, *however*, that the Mediation shall be non-binding and without prejudice to any Party's rights, claims, or defenses, all of which are expressly preserved.

3. In addition to the protections of Rule 9019-2(e)(iv) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**") and all rights of immunity to which the Mediator may be entitled as a judicial officer, the Mediator and any personnel who assist the Mediator with the Mediation shall be immune from claims arising out of acts or omissions incident to the service as Mediator in connection with the Mediation.

4. The Mediator shall be entitled to compensation for her services, as well as reimbursement for reasonable and documented costs. In accordance with Local Rule 9019-5(c)(i), the fees and costs of the Mediator shall be shared equally by the Parties; *provided*, *however*, the Debtor's estate shall bear the fees and costs of the Mediator attributable to the UCC. Additionally, each Party shall bear its own costs and expenses incurred in connection with the Mediation; *provided*, *however*, that the Debtor's estate shall bear the costs and expenses incurred by the UCC (and their respective retained professionals) in connection with the Mediation in accordance with the applicable provisions of title 11 of the United States Code and orders of this Court.

5. The Mediation shall be conducted virtually among the Parties, either through their authorized representative(s), through counsel, or both, at the discretion of each Party, beginning on March 2, 2026 (or as soon as reasonably practical thereafter), through and including March 30, 2026; *provided*, *however*, that if all Parties and Mediator agree, the Mediation may be extended without further Court order.

6. The Mediation shall be governed by Local Rule 9019-5, including the provisions thereof pertaining to confidentiality and privilege; *provided*, *however,* that nothing in this Order shall alter, modify, or otherwise prejudice or impair any of the Parties' rights under any pre-existing confidentiality agreements or protective orders, all of which shall remain in full force and effect. Without limiting the applicability of Local Rule 9019-5(d), (a) all communications from any Party or the Mediator that are prepared, submitted, or made (whether in writing or verbally) to any other Party or the Mediator in connection with the Mediation, (b) any Mediation statements or any other documents or information provided to the Mediator or exchanged among the Parties in the course of the Mediation, and (c) all correspondence, draft resolutions, term sheets, offers, and counteroffers produced for, or as a result of, or during the Mediation (collectively, the "**Confidential Mediation Information**"), shall be strictly confidential, protected from disclosure, and shall not be admissible for any purpose in any judicial or administrative proceeding, and no person or Party, including counsel for any Party, or any other party, shall in any way disclose to any person or entity that is not a Party or to any court, including in any pleading or other submission to any court, any Confidential Mediation Information, unless the Confidential Mediation Information is otherwise available and not subject to a separate confidentiality agreement that would prevent its disclosure.

7. Any Party may provide documents or information to the Mediator that are subject to a privilege or other protection from discovery, including, the attorney-client privilege, the work product doctrine, or any other privilege, right, or immunity such Party may be entitled to claim or invoke (the "**Privileged Information**"). The Party producing such documents or information to the Mediator (the "**Producing Party**") must designate such documents or information as "Privileged Information." By providing Privileged Information solely to the Mediator and no other Party, no Party nor its respective professionals intend to, or shall, waive, in whole or in part, the attorney-client privilege, the work-product doctrine, the mediation privilege, or any other privilege, right or immunity they may be entitled to claim or invoke with respect to such Privileged Information. The Mediator shall not provide Privileged Information or disclose the contents thereof to any other person, entity, or Party without the consent of the Producing Party (except that the Mediator may disclose Privileged Information to any person assisting the Mediator in the performance of her Mediation duties, in which event such assistant shall be subject to the same restrictions as the Mediator with respect to such Privileged Information). No Party is obligated to provide Privileged Information to the Mediator.

8. The exchange of information during the Mediation shall (a) be subject to protection under Rule 408 of the Federal Rules of Evidence and any equivalent or comparable state law, (b) not be submitted or offered as evidence to any court, including in any pleading or other submission to any court, and (c) not constitute a waiver of any existing privileges or immunities.

9. The Mediator shall consult with the Parties on matters concerning the Mediation, including, without limitation, the timing, general content, and manner of any submissions to the Mediator. Subject to the agreement of the Parties, the Mediator may conduct

the Mediation as she sees fit, establish rules of the Mediation, and consider and take appropriate action with respect to any matters the Mediator deems appropriate to conduct the Mediation, subject to the terms of this Order, except that the Mediator may not make any report to this Court without the consent of the Parties. If the Parties consent to a report, the Mediator shall share an advance copy of such report with the Parties at least 48 hours before such report is filed. For the avoidance of doubt, the Mediation shall be conducted virtually unless all Parties agree otherwise.

10. All rights and arguments of the Parties are preserved and shall not be prejudiced by participation in the Mediation.

11. This Order does not require any Party to submit a dispute as to any matter to the Mediator before filing a pleading with the Court or any other Court of competent jurisdiction.

12. Neither this Order nor any of its terms shall be construed as a stay or prohibition of any proceedings or issues in this chapter 11 case.

13. Notwithstanding Rule 6004(h) of the Federal Rules of Bankruptcy Procedure, this Order shall be immediately effective and enforceable upon its entry.

14. The Debtor is authorized to take all action necessary or appropriate to effectuate the relief granted in this Order.

15. To the extent that a provision in this Order conflicts with Local Rule 9019-5, this Order controls.

16. Any of the terms of this Order may be modified only by agreement among all Parties.

17. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Thomas M. Horan

Dated: February 24th, 2026
Wilmington, Delaware

THOMAS M. HORAN
UNITED STATES BANKRUPTCY JUDGE