

objection to the Motion [Docket No. 300] (the “**Limited Objection**”). The Debtors have resolved the informal comments of CAT through certain revisions to the Proposed Order. The Debtors have reached out to Yak Mats in an effort to resolve the Limited Objection consensually, but, as of the date hereof, no resolution has been reached. No other responses to the Motion were filed or otherwise received by the Debtors.

So as not to delay the Court’s consideration of the Motion (which is scheduled to be heard on December 20, 2018) as it pertains to the Rejected Contracts that are not the subject of the Limited Objection, the Debtors have revised the Proposed Order (the “**Revised Proposed Order**”) to remove from Exhibit 1 thereto the Rejected Contract that is the subject of the Limited Objection. Attached hereto as Exhibit A is the Revised Proposed Order. For ease of reference, attached hereto as Exhibit B is a redline of the Revised Proposed Order marked against the Proposed Order.

The Debtors submit that entry of the Revised Proposed Order is in the best interests of the Debtors, their estates, and their creditors. Counsel for CAT has consented to the entry of the Revised Proposed Order. The Revised Proposed Order does not seek any relief with respect to Yak Mats or the Limited Objection, which will be addressed at the December 20th hearing.

Accordingly, the Debtors respectfully request that the Court enter the Revised Proposed Order at its earliest convenience without further notice or a hearing.

Dated: December 11, 2018
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Betsy L. Feldman

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Counsel to the Debtors

EXHIBIT A

Revised Proposed Order

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

In re:

WELDED CONSTRUCTION, L.P., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 18-12378 (KG)
)
)
) (Jointly Administered)
)
) Ref. Docket No. 262

**ORDER, PURSUANT TO SECTIONS 105(a), 365(a), AND 554(a) OF THE
BANKRUPTCY CODE, AUTHORIZING THE DEBTORS TO REJECT CERTAIN
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY AND
EXECUTORY CONTRACTS NUNC PRO TUNC TO THE REJECTION DATE**

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of an order, pursuant to sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, authorizing the Debtors to (i) reject certain unexpired leases of nonresidential real property (the “**Rejected Leases**”) and certain executory contracts (collectively with the Rejected Leases, the “**Rejected Contracts**”) set forth on Exhibit 1 to this Order, effective as of the applicable Rejection Date for each, and (ii) abandon, effective as of the applicable Rejection Date, any Personal Property that remains, on the Premises subject to the Rejected Leases; and upon consideration of the First Day Declaration and the record of these chapter 11 cases; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334 and 157, and the Amended Standing Order; and it appearing that this is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of these

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Welded Construction, L.P (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtors is 26933 Eckel Road, Perrysburg, OH 43551.

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

chapter 11 cases and of the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances, and that no other or further notice need be given; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Contracts, to the extent not previously terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected by the Debtors, with such rejection being effective as of the Rejection Date.
3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, any Personal Property remaining, as of the Rejection Date, on the Premises or in the possession of the counterparty to the Mt. Joy Agreement is hereby abandoned by the Debtors, with such abandonment being effective as of the Rejection Date.
4. Nothing herein shall prejudice the rights of the Debtors to assert that the Rejected Contracts were terminated prior to the Rejection Date, are not executory contracts or unexpired leases under 365 of the Bankruptcy Code or otherwise valid contractual agreements, or that any claim for damages arising from the rejection of the Rejected Contracts is limited to the remedies available under any applicable termination provision of the Rejected Contracts, or that any such claim is an obligation of a third party, and not that of the Debtors or their estates, or to otherwise contest any claims that may be asserted in connection with the Rejected Contracts.

5. Effective as of the Rejection Date, all personal property leased by the Debtors pursuant to a Rejected Contract, including equipment (the “**Rejected Property**”), is no longer property of the Debtors’ bankruptcy estates in accordance with section 365(p)(1) of the Bankruptcy Code, the automatic stay under section 362(a) of the Bankruptcy Code is terminated in accordance with section 365(p)(1) of the Bankruptcy Code, and the non-Debtor party to such Rejected Contract shall have all rights, legal and equitable, in and to the respective Rejected Property, free and clear of all liens, claims and encumbrances. Nothing herein shall prejudice the rights of any non-Debtor party to a Rejected Contract to assert an administrative expense claim related to a Rejected Contract, including, without limitation, on account of payments due under the Rejected Contract between the Petition Date and the Rejection Date, repairs to the Rejected Property required under the Rejected Contract, and charges related to taking possession of the Rejected Property, and all rights of the Debtors, their estates and interested parties in these chapter 11 cases shall be reserved with respect to any such asserted administrative expense claims.

6. Claims arising out of the rejection of the Rejected Contracts must be filed on or before the deadline for filing proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court.

7. The Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate, to implement and effectuate the relief granted by this Order.

8. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

9. The requirements in Bankruptcy Rule 6006 and 6007 are satisfied.

10. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

EXHIBIT 1

Rejected Contracts

Counterparty Name	Debtor Counterparty	Description of Contract	Rejection Date
AES DBA 'Blue Star Leasing' 10363 County Road 9510 West Plains, MO 65775	Welded Construction, L.P.	Atlantic Sunrise Spread #6 Mat Lease, dated January 29, 2018	11/21/2018
American Furniture Rentals, Inc. Attn: Jacque Ribchinsky 720 Hylton Road Pennsauken, NJ 08110	Welded Construction, L.P.	Furniture Rental Agreement AFR Contract No.: AFRO-304076	11/30/2018
Caterpillar Financial Services Corporation 2120 West End Avenue Nashville, TN 37203 Whiteford Taylor Preston LLP Attn: Brandy M. Rapp 10 S. Jefferson Street, Suite 1110, Roanoke, VA 24011	Welded Construction, L.P.	Construction Equipment Contract Caterpillar 349ELVG with attachments: Cab, A/C/, GP Bucket; Serial No. DGE00333 Unit Location: 169 Distribution Rd., Triadelphia, WV 26059	11/29/2018
Caterpillar Financial Services Corporation 2120 West End Avenue Nashville, TN 37203 Whiteford Taylor Preston LLP Attn: Brandy M. Rapp 10 S. Jefferson Street, Suite 1110, Roanoke, VA 24011	Welded Construction, L.P.	Construction Equipment Contract Caterpillar 349EL with attachments: Cab, A/C, GP Bucket; Serial No. MPZ00819 Unit Location: 169 Distribution Rd., Triadelphia, WV 26059	11/29/2018

Caterpillar Financial Services Corporation 2120 West End Avenue Nashville, TN 37203 Whiteford Taylor Preston LLP Attn: Brandy M. Rapp 10 S. Jefferson Street, Suite 1110, Roanoke, VA 24011	Welded Construction, L.P.	Construction Equipment Contract Caterpillar 349EL with attachments: Cab, A/C, GP Bucket; Serial No. MPZ00820 Unit Location: 169 Distribution Rd., Triadelphia, WV 26059	11/29/2018
Caterpillar Financial Services Corporation 2120 West End Avenue Nashville, TN 37203 Whiteford Taylor Preston LLP Attn: Brandy M. Rapp 10 S. Jefferson Street, Suite 1110, Roanoke, VA 24011	Welded Construction, L.P.	Construction Equipment Contract Caterpillar 349EL with attachments: Cab, A/C, GP Bucket; Serial No. MPZ00821 Unit Location: 169 Distribution Rd., Triadelphia, WV 26059	11/29/2018
Modular Space Corporation 12603 Collections Center Drive Chicago, IL 60693-0126	Welded Construction, L.P.	Furniture Rental Agreement ModSpace Contract No. 1648491	11/21/2018
Mount Joy Holding Company, Attn: Kevin Manmiller P.O. Box 96 Temple, PA 19560 Sarner & Associates, A Professional Corporation Attn: Joshua Sarner 1835 Market Street, Suite 1215, Philadelphia, PA 19103	Welded Construction, L.P.	Lease Agreement dated June 6, 2017: property located at 1000 Cornerstone Drive, Mount Joy, Pennsylvania 17552	12/4/2018

Schuylkill Economic Development Corporation c/o Frank J. Zukas 1 Progress Circle, Suite 200 Pottsville, PA 17901	Welded Construction, L.P.	Lease Agreement July 31, 2017: Highridge Business Park Commercial Site	11/21/2018
Schuylkill Economic Development Corporation c/o Frank J. Zukas 1 Progress Circle, Suite 200 Pottsville, PA 17901	Welded Construction, L.P.	Lease Agreement dated August 31, 2017: Highridge Business Park Lot 1A Driveway & Parking Areas	11/21/2018
Sterling Lumber Company, LLC 501 E. 151 st Street Phoenix, IL 60426	Welded Construction, L.P.	Agreement to provide Mats, dated March 8, 2018 Contract No. RC101996	11/21/2018

EXHIBIT B

Blackline

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

In re:)	
)	Chapter 11
<u>WELDED CONSTRUCTION, L.P., et al.</u> ¹)	<u>Case No. 18-12378 (KG)</u>
)	
<u>WELDED CONSTRUCTION, L.P., et al.</u> ¹)	<u>Case No. 18-12378 (KG)</u>
)	
)	
Debtors.)	(Jointly Administered)
)	
)	Ref. Docket No. <u>262</u>

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BANKRUPTCY CODE, AUTHORIZING THE DEBTORS TO REJECT CERTAIN
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY AND
EXECUTORY CONTRACTS *NUNC PRO TUNC* TO THE REJECTION DATE**

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of an order, pursuant to sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, authorizing the Debtors to (i) reject ~~the certain unexpired leases of nonresidential real property~~ (the “**Rejected Leases**”) and ~~certain executory contracts~~ (collectively with the Rejected Leases, the “**Rejected Contracts**”) set forth on Exhibit 1 to this Order, effective as of the applicable Rejection Date for each, and (ii) abandon, effective as of the applicable Rejection Date, any Personal Property that remains, on the Premises subject to the Rejected Leases; and upon consideration of the First Day Declaration and the record of these chapter 11 cases; and it appearing that this Court has jurisdiction to consider the Motion

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

pursuant to 28 U.S.C. §§ 1334 and 157, and the Amended Standing Order ~~of Reference~~; and it appearing that this is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of these chapter 11 cases and of the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances, and that no other or further notice need be given; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Contracts, to the extent not previously terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected by the Debtors, with such rejection being effective as of the Rejection Date.
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Rejected Contracts is limited to the remedies available under any applicable termination provision of the Rejected Contracts, or that any such claim is an obligation of a third party, and not that of the Debtors or their estates, or to otherwise contest any claims that may be asserted in connection with the Rejected Contracts.

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6. ~~5.~~ Claims arising out of the rejection of the Rejected Contracts must be filed on or before the deadline for filing proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court.

7. ~~6.~~ The Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate, to implement and effectuate the relief granted by this Order.

8. ~~7.~~ This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

9. ~~8.~~ The requirements in Bankruptcy Rule 6006 and 6007 are satisfied.

10. ~~9.~~ This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: _____, 2018

Wilmington, Delaware

Kevin Gross
United States Bankruptcy Judge

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Sterling Lumber Company, LLC 501 E. 151 st Street Phoenix, IL 60426	Welded Construction, L.P.	Agreement to provide Mats, dated March 8, 2018 Contract No. RC101996	11/21/2018
Yak Mat, LLC 2438 Highway 98 East Columbia, MS 39429	Welded Construction, L.P.	Agreement to provide Mats	11/21/2018