

**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 (KG)
)	
)	(Jointly Administered)
Debtors.)	
)	Ref. Docket Nos. 12, 13, 15, 42, 43, 211, 360-62, 392,
)	393, 462-64, 480, 481 & <u>596</u>

**SUPPLEMENTAL ORDER APPROVING VENDOR
AGREEMENTS AND RELEASES**

Upon consideration of the *Certification of Counsel Regarding Proposed Supplemental Order Approving Vendor Agreements and Releases* (the “**Certification of Counsel**”)² and pursuant to and in accordance with the Customer Programs Order, Columbia Gas Agreement Order, Sub-Contractor List Seal Order, and the Sunoco Project Orders; and upon consideration of the Cleveland Sub-Contractor Projects Agreement attached hereto as **Exhibit 1** and the ancillary documents attached thereto; and this Court having found that the relief requested herein is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED THAT:

1. The Cleveland Sub-Contractor Projects Agreement attached hereto as **Exhibit 1**, including any releases contained therein, is approved.

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 otherwise defined herein shall have the meanings ascribed to them in the Certification of Counsel.



2. 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, including entry into agreements necessary to effectuate and relieve the conditions to the Cleveland Sub-Contractor Projects Agreement on terms not less favorable to the Debtors estates and creditors.

3. Nothing herein or in the Cleveland Sub-Contractor Projects Agreement, or related agreements, shall impair or negatively affect the Debtors' or Vendors' rights to insurance coverage under the Debtors' equipment insurance policy for the policy period from 5/01/18 to 05/01/19 (Policy Number QT-660-8733M872-COF-18) for each Insurance Damages Invoice or Insurance Claim in excess of \$10,000 (as such capitalized terms are defined in the Cleveland Sub-Contractor Projects Agreement).

4. Sub-Contractor's claim that is assigned to Federal Insurance Company ("Surety"), as set forth fully in the agreement attached hereto as **Exhibit 1-C**, shall be an allowed claim that is not subject to challenge, objection, offset, or reduction for any reason, upon full payment of such claim by Surety.

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



KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

[Filed Under Seal]

EXHIBIT 1-A

[Filed Under Seal]

EXHIBIT 1-B

[Filed Under Seal]

EXHIBIT 1-C

[Filed Under Seal]