

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

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In re:

WELDED CONSTRUCTION, L.P., *et al.*,<sup>1</sup>

Debtors.

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

**CERTIFICATION OF COUNSEL REGARDING *PROPOSED*  
ORDER, PURSUANT TO SECTIONS 105(a), 365(a) AND 503(b) OF THE  
BANKRUPTCY CODE, (I) AUTHORIZING THE DEBTORS TO REJECT A CERTAIN  
UNEXPIRED LEASE, (II) RESOLVING RELATED PROOF OF CLAIM NUMBER 82  
FILED BY U.S. BANK, N.A. D/B/A U.S. BANK EQUIPMENT FINANCE,  
(III) AUTHORIZING PAYMENT OF RELATED ADMINISTRATIVE  
EXPENSE CLAIM, AND (IV) GRANTING CERTAIN RELATED RELIEF**

On November 26, 2018, U.S. Bank, N.A. d/b/a U.S. Bank Equipment Finance (“**U.S. Bank**”) filed proof of claim number 82 (the “**Proof of Claim**”) in these chapter 11 cases against Welded Construction, L.P. (together with Welded Construction Michigan, LLC, the “**Debtors**”), asserting an unsecured claim in the aggregate amount of \$92,868.96. The basis for the Proof of Claim is unpaid pre-petition rental payments for certain equipment (the “**Equipment**”) leased to the Debtors under that certain *Device Subscription Agreement* dated August 17, 2017 (as amended, modified or supplemented from time to time, the “**Rental Agreement**”). Subsequently, U.S. Bank reached out to the Debtors about unpaid post-petition rental payments under the Rental Agreement.

In the course of their discussions with U.S. Bank, the Debtors determined that it was in their best interests to exercise their option under the Rental Agreement to buy the Equipment. Accordingly, the Debtors and U.S. Bank have worked together to reach a mutually

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<sup>1</sup> 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.



beneficial agreement, in full and final satisfaction and resolution of the claims asserted in the Proof of Claim and any and all other claims that have been, could have been or could be asserted by U.S. Bank (and any person or entity claiming by or through U.S. Bank) against the Debtors and their estates, their insurers and their sureties as of the entry of this Order or thereafter arising from or related to the Rental Agreement and the Equipment, including, without limitation, any and all administrative expense claims of U.S. Bank in these chapter 11 cases pursuant to section 365 or 503 of the Bankruptcy Code or otherwise and any and all claims of U.S. Bank arising out of the rejection of the Rental Agreement. This resolution is embodied in the proposed form of order attached hereto as **Exhibit A** (the “**Proposed Order**”).

The Debtors submit that entry of the Proposed Order is consistent with the Debtors’ discussions with counsel for U.S. Bank and in the best interests of the Debtors and their estates, and is therefore appropriate. Counsel for U.S. Bank has consented to the Court’s entry of the Proposed Order.

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

Dated: November 15, 2019  
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Betsy L. Feldman

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**EXHIBIT A**

**Proposed Order**

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

In re:  WELDED CONSTRUCTION, L.P., <i>et al.</i> , <sup>1</sup>  <div style="text-align: center;">Debtors.</div>	) ) ) ) ) ) )	Chapter 11  Case No. 18-12378 (KG)  (Jointly Administered)  Ref. Docket No. ____
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**ORDER, PURSUANT TO SECTIONS 105(a), 365(a) AND 503(b)  
OF THE BANKRUPTCY CODE, (I) AUTHORIZING THE DEBTORS  
TO REJECT A CERTAIN UNEXPIRED LEASE, (II) RESOLVING RELATED  
PROOF OF CLAIM NUMBER 82 FILED BY U.S. BANK, N.A. D/B/A  
U.S. BANK EQUIPMENT FINANCE, (III) AUTHORIZING PAYMENT  
OF RELATED ADMINISTRATIVE EXPENSE CLAIM, AND  
(IV) GRANTING CERTAIN RELATED RELIEF**

Upon consideration of that certain *Certification of Counsel Regarding Proposed Order, Pursuant to Sections 105(a), 365(a) and 503(b) of the Bankruptcy Code, (I) Authorizing the Debtors to Reject a Certain Unexpired Lease, (II) Resolving Related Proof of Claim Number 82 Filed by U.S. Bank, N.A. d/b/a U.S. Bank Equipment Finance, (III) Authorizing Payment of Related Administrative Expense Claim, and (IV) Granting Certain Related Relief* (the “**Certification of Counsel**”) filed by the above-captioned debtors and debtors in possession (together, the “**Debtors**”); and upon consideration of the record of these chapter 11 cases; and it appearing that this Court has jurisdiction to enter this Order pursuant to 28 U.S.C. §§ 1334 and 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware; 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 is proper pursuant to 28

<sup>1</sup> 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.

U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the relief provided for herein has been given under the circumstances, and that no other or further notice thereof need be given; and based on the representations of the Debtors in the Certification of Counsel; and after due deliberation and sufficient cause appearing therefor; it is hereby

**ORDERED THAT:**

1. Pursuant to sections 105(a) and 365 of title 11 of the United States, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), that certain *Device Subscription Agreement* dated August 17, 2017 (as amended, modified or supplemented from time to time, the “**Rental Agreement**”) between the Debtors and U.S. Bank, N.A. d/b/a U.S. Bank Equipment Finance (“**U.S. Bank**”) is hereby rejected by the Debtors, with such rejection being effective as of the date of entry of this Order (the “**Rejection Effective Date**”).

2. In full and final satisfaction and resolution of the claims asserted in proof of claim number 82 filed by U.S. Bank in these chapter 11 cases and any and all other claims that have been, could have been or could be asserted by U.S. Bank (and any person or entity claiming by or through U.S. Bank) against the Debtors and their estates, their insurers and their sureties as of the entry of this Order or thereafter arising from or related to the Rental Agreement and the equipment leased to the Debtors thereunder prior to the Rejection Effective Date (collectively, the “**Equipment**”), including, without limitation, any and all administrative expense claims of U.S. Bank in these chapter 11 cases pursuant to section 365 or 503 of the Bankruptcy Code or otherwise and any and all claims of U.S. Bank arising out of the rejection of the Rental Agreement: (i) U.S. Bank shall have an allowed administrative expense claim in these chapter 11 cases in the aggregate amount of \$70,000.00 (the “**Allowed Administrative Claim**”), which

Allowed Administrative Claim the Debtors shall pay, or cause to be paid, within three (3) business days of the Rejection Effective Date by wire transfer per the instructions provided by U.S. Bank to the Debtors; and (ii) immediately upon the Debtors' payment of the Allowed Administrative Claim, all rights, title and interest in and to the Equipment shall be vested in Welded Construction, L.P. (the "**Transfer**") without the need for any further action of the Debtors, U.S. Bank or this Court.

3. U.S. Bank shall, in a commercially reasonable manner, provide the Debtors with such assistance as the Debtors may reasonably request in writing to confirm or permit the full utilization of the rights, title and interest in and to the Equipment vested in Welded Construction, L.P. pursuant to this Order, including, without limitation, executing any documents or instruments reasonably necessary or desirable to confirm, record or otherwise implement or effectuate the Transfer. Notwithstanding the foregoing sentence, or any other provision hereof, for the avoidance of doubt, nothing contained in this Order shall require U.S. Bank to provide any ongoing support or assistance regarding service, maintenance or operation of the Equipment.

4. The Debtors and U.S. Bank 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.

5. The claims agent for these chapter 11 cases is authorized and directed to modify the official claims register maintained by the claims agent for such cases to comport with the terms of this Order.

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

7. The requirements in Bankruptcy Rule 6006 are satisfied.

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