

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

)	
In re:)	Chapter 11
)	
WELDED CONSTRUCTION, L.P., <i>et al.</i> ,)	Case No. 18-12378 (LSS)
)	
)	(Jointly Administered)
Debtors.)	
)	Re. Docket No. 1864

**ORDER REGARDING STIPULATION BETWEEN THE POST-EFFECTIVE DATE
DEBTORS, SUNBELT TRACTOR & EQUIPMENT COMPANY, AND SUNBELT
EQUIPMENT MARKETING, INC**

Upon consideration of the *Stipulation Between the Post-Effective Date Debtors, Sunbelt Tractor & Equipment Company, and Sunbelt Equipment Marketing, Inc* (the “**Stipulation**”), a copy of which is attached hereto as **Exhibit 1**; and the Court having determined that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; (b) venue is proper in this district pursuant to 28 U.S.C. § 1409; (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and (d) notice of the Stipulation was sufficient under the circumstances; and after due deliberation, the Court, having determined that good and adequate cause exists for approval of the Stipulation:

[Remainder of Page Intentionally Left Blank]



181237822062400000000001

IT IS HEREBY ORDERED THAT:

1. The Stipulation is approved.
2. This Court retains jurisdiction over any and all issues arising from or related to the implementation of this order.

Dated: June 24th, 2022
Wilmington, Delaware


LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1
Stipulation

WHEREAS, on October 22, 2018, each of the Debtors filed with the Bankruptcy Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

WHEREAS, the Claimants had leased construction-related equipment to the Debtors and provided services to the Debtors related thereto.

WHEREAS, on December 7, 2018, Debtors filed *Debtors' Second Omnibus Motion for Entry of an Order, Pursuant to Sections 105(a) and 365(a) of the Bankruptcy Code, Authorizing the Debtors to Reject Certain Unexpired Leases Nunc Pro Tunc to the Lease Rejection Date and Certain Executory Contracts* (the "Rejection Motion") [Docket No. 318].

WHEREAS, on December 21, 2018, Claimants filed their objection to the Rejection Motion [Docket No. 358].

WHEREAS, on February 28, 2019, STEC asserted Claim 596 against Debtor Welded Construction, L.P. seeking amounts for alleged prepetition charges from equipment leases.

WHEREAS, on February 28, 2019, SEMI asserted Claim 598 against Debtor Welded Construction, L.P. seeking amounts for alleged prepetition charges from equipment leases.

WHEREAS, on April 3, 2019, STEC amended and superseded Claim 596 with Claim 732.

WHEREAS, On April 3, 2019, SEMI amended and superseded Claim 598 with Claim 733.

WHEREAS, on April 26, 2019, STEC asserted Claim 774 against Debtor Welded Construction, L.P. for alleged administrative expenses.

WHEREAS, on April 30, 2019, SEMI asserted Claim 789 against Debtor Welded Construction, L.P. for alleged administrative expenses.

WHEREAS, on July 11, 2019, the Bankruptcy Court entered an Order [Docket no. 857] granting STEC relief from the automatic stay to pursue mechanics lien actions against property owner Columbia to seek to collect amounts owed to STEC and unpaid by Welded in connection with equipment and related services STEC provided for the MXP Project, and to include Welded as a nominal defendant in such actions, which thereafter resulted in the adversary proceedings *STEC v. Columbia et al.*, Adv. Proc. 20-50446 (CSS) and *STEC v. Columbia et al.*, Adv. Proc. 20-50448 (CSS) (collectively, the “STEC Mechanic’s Lien Actions”).

WHEREAS, on July 16, 2019, the Bankruptcy Court entered an Order [Docket no. 867] granting SEMI relief from the automatic stay to pursue mechanics lien actions against property owner Columbia Gas Transmission, LLC (“Columbia”) to seek to collect amounts owed to SEMI and unpaid by Welded in connection with equipment and related services SEMI provided for the Mountaineer Express Pipeline Project (the “MXP Project”), and to include Welded as a nominal defendant in such actions, which thereafter resulted in the adversary proceedings *SEMI v. Columbia Gas Transmission, LLC, et al.*, Adv. Proc. 20-50445 (CSS) and *SEMI v. Columbia et al.*, Adv. Proc. 20-50477 (CSS) (the “SEMI Mechanics’ Lien Actions”).

WHEREAS, on June 22, 2020, the Bankruptcy Court entered its *Order, Pursuant to Sections 105(a) and 365(a) of the Bankruptcy Code, Authorizing the Debtors to Reject Certain Unexpired Leases and Executory Contracts Effective as of the Rejective Effective Date and Authorizing Payment of Administrative Expense Claim* (the “SEMI Order”) [Docket No. 1471], which, *inter alia*, granted Debtors’ Rejection Motion as to SEMI while also granting SEMI an Allowed General Unsecured Claim of \$1,912.62 in partial resolution of Claim 733, to be paid in accordance with the Plan, and \$30,133.58 as an Allowed Administrative Expense Claim in resolution of part of Claim 789, to be paid within five business days of the SEMI Order’s entry.

WHEREAS, the Debtors subsequently paid in full the Allowed Administrative Expense portion of Claim 789 provided for in the SEMI Order.

WHEREAS, pursuant to the SEMI Order, SEMI retained an alleged unliquidated General Unsecured Claim and an alleged unliquidated Administrative Expense Claim under Claims 733 and 789 for amounts:

(collectively, the “[SEMI] **Unresolved Amounts**”) that (a) relate to the MXP [P]roject . . . that are not paid in full by or otherwise satisfied and resolved with Columbia in connection with the [SEMI] Mechanic’s Lien Actions (including without limitation \$49,439.34 which consists of \$40,500.00 for the LXP Project and \$8,939.34 for the MXP Project not part of the [SEMI] Mechanic’s Lien Actions), and (b) are set forth and referred to in *Sunbelt Equipment Marketing, Inc.’s Notice of Perfection, Continuance and Maintenance of Mechanic’s Lien Pursuant to 11 U.S.C. §546(b)* [Docket No. 820] but which are determined by this Court or the Parties to relate to a project other than the MXP Project. SEMI Order [Docket No. 1471] ¶8.

WHEREAS, the SEMI Order further provided that the SEMI Unresolved Amounts, if any, are to either be reconciled pursuant to the claims reconciliation procedures or otherwise determined by further order of the Bankruptcy Court.

WHEREAS, on June 22, 2020, the Bankruptcy Court entered its *Order, Pursuant to Sections 105(a) and 365(a) of the Bankruptcy Code, Authorizing the Debtors to Reject Certain Unexpired Leases and Executory Contracts Effective as of the Rejective Effective Date and Authorizing Payment of Administrative Expense Claim* (the “STEC Order”) [Docket No. 1472], which, *inter alia*, granted Debtors’ Rejection Motion as to STEC while also granting STEC an Allowed General Unsecured Claim of \$18,612.44 in partial resolution of Claim 732, to be paid in accordance with the Plan, and \$91,650.70 as an Allowed Administrative Expense Claim in resolution of part of Claim 774, to be paid within five business days of the STEC Order’s entry.

WHEREAS, the Debtors subsequently paid in full the Allowed Administrative Expense Claim portion of Claim 774 provided for in the STEC Order.

WHEREAS, pursuant to the STEC Order, STEC retained an alleged unliquidated General Unsecured Claim and an alleged unliquidated Administrative Expense Claim under Claims 732 and 774 for amounts:

(collectively, the “[STEC] **Unresolved Amounts**”) that (a) relate to the MXP [P]roject . . . that are not paid in full by or otherwise satisfied and resolved with Columbia in connection with the [STEC] Mechanic’s Lien Actions (including without limitation \$109,252.30 which relates to the MXP Project but is not part of the [STEC] Mechanic’s Lien Actions), and (b) are set forth and referred to in *Sunbelt Tractor & Equipment Company’s Notice of Perfection, Continuance and Maintenance of Mechanic’s Lien Pursuant to 11 U.S.C. §546(b)* [Docket No. 821] but which are determined by this Court or the Parties to relate to a project other than the MXP Project.

STEC Order [Docket No. 1472] at ¶8.

WHEREAS, the STEC Order further provided that the STEC Unresolved Amounts, if any, are to either be reconciled pursuant to the claims reconciliation procedures or otherwise determined by further order of the Bankruptcy Court.

WHEREAS, in January 2022, STEC received from the Post-Effective Debtors a partial distribution check on account of Claim 732, which STEC has held and has not cashed (the “STEC Partial Distribution Check”).

WHEREAS, Claimants have resolved and ended the SEMI Mechanics’ Lien Actions and the STEC Mechanics’ Lien Actions and have liquidated the outstanding Unresolved Amounts of their Claims.

WHEREAS, the Parties have engaged in extensive, good faith, and arms’ length negotiations, have reached an agreement, and now wish to resolve the remaining Unresolved Amounts of the Claimants’ Claims on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, with the foregoing background incorporated by reference, the

Parties, intending to be bound in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby stipulated and agreed to by and between the Parties as follows:

1. This Stipulation becomes effective upon the date that it is approved by a Final Order of the Bankruptcy Court (the “Stipulation Date”).

2. Upon the Stipulation Date, STEC’s Claim 732 shall be deemed liquidated and Allowed as a non-priority General Unsecured Claim in Class 4 of the Plan in the single, aggregate amount (including the Allowed General Unsecured Claim provided for in the STEC Order plus the STEC Unresolved Amounts that are unsecured) of \$936,575.77 (the “Allowed STEC Unsecured Claim”), which amount shall be paid by the Post-Effective Date Debtors in accordance with the terms of the Plan. This Allowed STEC Unsecured Claim includes and supersedes all General Unsecured Claims that were or could have been asserted by STEC, including without limitation, all such amounts asserted as general unsecured claims in Claims 732 and 774, the STEC Order and the STEC Partial Distribution.

3. For the avoidance of doubt, upon the Stipulation Date, STEC shall destroy the STEC Partial Distribution Check.

4. Upon the Stipulation Date, STEC’s Claim 774 shall be deemed liquidated and Allowed as an Administrative Expense Claim in the single, aggregate amount of \$1,760.25 (the “Allowed STEC Administrative Expense”), which amount shall be paid by the Post-Effective Date Debtors within five business days after the Stipulation Date. For the avoidance of doubt, the Allowed STEC Administrative Expense does not include the previously allowed and paid Administrative Expense Claims of STEC that were allowed and paid pursuant to the STEC Order; but it otherwise includes all administrative expense claims that were or could have been asserted

by STEC, including without limitation, all such amounts asserted in Claims 732 and 774, except to the extent already allowed and paid.

5. Upon the Stipulation Date, SEMI's Claim 733 shall be deemed liquidated and Allowed as a non-priority General Unsecured Claim in Class 4 of the Plan in the single, aggregate amount (including the Allowed General Unsecured Claim provided for in the SEMI Order plus the SEMI Unresolved Amounts that are unsecured) of \$355,295.49 (the "Allowed SEMI Unsecured Claim"), which amount shall be paid by the Post-Effective Date Debtors in accordance with the terms of the Plan. This Allowed SEMI Unsecured Claim includes and supersedes all General Unsecured Claims that were or could have been asserted by SEMI, including without limitation, all such amounts asserted as general unsecured claims in Claims 733 and 789 and the SEMI Order.

6. Upon the Stipulation Date, SEMI's Claim 789 shall be deemed liquidated and Allowed as an Administrative Expense Claim in the single, aggregate amount of \$2,942.52 (the "Allowed SEMI Administrative Expense", together with the Allowed STEC Unsecured Claim, the Allowed STEC Administrative Expense, and the Allowed SEMI Unsecured Claim, the "Allowed Claims"), which amount shall be paid by the Post-Effective Date Debtors within five business days after the Stipulation Date. For the avoidance of doubt, the Allowed SEMI Administrative Expense does not include the previously allowed and paid Administrative Expense Claims of SEMI that were allowed and paid pursuant to the SEMI Order; but it otherwise includes all administrative expense claims that were or could have been asserted by SEMI, including without limitation, all such amounts asserted in Claims 789 and 733, except to the extent already allowed and paid.

7. In accordance with the Plan, the ultimate payment of the Allowed Claims, as set forth herein, shall be in full and final satisfaction, settlement and release of the Claims and all amounts that could be asserted by Claimants against the Post-Effective Date Debtors.

8. Effective as of the Stipulation Date, STEC and SEMI release, waive, and forever discharge the Post-Effective Date Debtors and the agents, officers, consultants, employees, legal counsel accountants, financial advisors, and representatives of the Post-Effective Date Debtors (collectively the “Estate Released Parties”), from all actions, claims (excluding the Allowed Claims), suits, debts, dues, sums of money, accounts, bills, covenants, contracts, controversies, liabilities, agreements, promises, damages or judgments, whatsoever, at law or in equity, whether known or unknown, intentional and unintentional, which STEC or SEMI ever had, now has, shall or may have against the Estate Released Parties with respect to or concerning STEC’s and/or SEMI’s transactions with the Debtors or the Post-Effective Date Debtors, from the beginning of the world to the Stipulation Date **expressly excluding** the Post-Effective Date Debtors’ obligations under this Stipulation.

9. Effective as of the Stipulation Date, the Post-Effective Date Debtors release, waive, and forever discharge each of STEC, SEMI and each of their respective agents, officers, consultants, employees, legal counsel accountants, financial advisors, and representatives (collectively the “STEC/SEMI Released Parties”), from all actions, claims (excluding the Allowed Claims), suits, debts, dues, sums of money, accounts, bills, covenants, contracts, controversies, liabilities, agreements, promises, damages or judgments, whatsoever, at law or in equity, whether known or unknown, intentional and unintentional, which the Post-Effective Date Debtors ever had, now has, shall or may have against any of the STEC/SEMI Released Parties, with respect to or concerning the Debtors’ or Post-Effective Date Debtors’ transactions with STEC and/or SEMI, from the beginning of the world to the Stipulation Date **expressly excluding** STEC’s or SEMI’s obligations under this Stipulation.

10. On the Stipulation Date, KCC, the claims agent appointed in these Chapter 11 Cases (the “Claims Agent”), shall be directed to amend the claims register to reflect the allowance of the Allowed Claims and, upon the ultimate payment thereof, the Claims Agent shall mark the Claims fully paid, satisfied and released, pursuant to the Plan.

11. The Parties acknowledge that each and every covenant, warranty, release and agreement contained herein shall inure to the benefit of, and be binding upon, the agents, subsidiaries, employees, officers, directors, assigns, and successors in interest of the Parties, including, but not limited to, subsequent transferees or appointed representatives of the Post-Effective Date Debtors’ estate.

12. This Stipulation is the entire agreement between the Parties hereto with respect of the subject matter hereof. This Stipulation supersedes any and all agreements, whether written or oral, that may have previously existed between the Parties with respect to the matters set forth in this Stipulation. No statements, promises, or representations have been made by any Party to any other, or relied upon, and no consideration has been offered, promised, expected, or held out other than as may be expressly provided herein.

13. Any ambiguities are not to be construed against either Party solely due to the identity of the drafter.

14. This Stipulation shall not be modified, altered, or amended without the proper written consent of all Parties hereto.

15. This Stipulation shall be binding upon the successors and assigns of the Parties hereto, including trustees and estate representatives.

16. Each person signing this Stipulation represents and warrants that s/he has been duly authorized and has the requisite authority to execute and deliver this Stipulation on behalf of such Party and to bind her/his respective Party to the terms and conditions of the Stipulation.

17. This Stipulation may be executed in counterparts by counsel, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Stipulation. Delivery of an executed counterpart of a signature page of this Stipulation by telecopy or electronic mail in PDF shall be as effective as delivery of a manually executed copy of this Stipulation.

18. The Bankruptcy Court shall retain jurisdiction to enforce the terms and conditions of this Stipulation to the full extent allowed under law.

[Remainder of Page Intentionally Left Blank]

AGREED TO IN SUBSTANCE AND FORM THIS 21st DAY OF June, 2022:

BLANK ROME LLP

/s/ Josef W. Mintz

Josef W. Mintz (DE No. 5644)
Jose F. Bibiloni (DE No. 6261)
B. Nelson Sproat (DE No. 6925)
1201 Market Street, Suite 800
Wilmington, Delaware 19801
Telephone: (302) 425-6400
Facsimile: (302) 425-6464
Josef.Mintz@blankrome.com

and-

Michael B. Schaedle (*pro hac vice*)
John E. Lucian (*pro hac vice*)
One Logan Square
130 N. 18th Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 569-5500
Facsimile: (215) 569-5555

Counsel to the Post-Effective Date Debtors

MORRIS JAMES, LLP

/s/ Douglas N. Candeub

Stephen M. Miller, Esq. (DE No. 2610)
Douglas N. Candeub, Esq. (DE No. 4211)
Morris James, LLP
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801
Telephone: (302)-888-6854
Facsimile: (302) 504-3944
dcandeub@morrisjames.com

-and-

James Louis Hordern, Jr., Esq.
Timothy R. Ploch, P.C.
730 N. Post Oak Rd., Suite 100
Houston, Texas 77024
Telephone: (713) 862-4300
jhordern@plochlaw.com

Counsel to Claimants