

**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)
)				
Debtors.)				(Jointly Administered)
)				
)				Ref. Docket Nos. 12 & 13

**ORDER APPROVING COMMITMENT LETTER FROM
TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**

Upon consideration of that certain commitment letter from Transcontinental Gas Pipe Line Company, LLC (“**Transco**”), attached hereto as **Exhibit 1** (the “**Commitment Letter**”);² and due and proper notice of the Commitment Letter and the request of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of this Order having been given under the circumstances; and it appearing that the Court has jurisdiction to consider the Commitment Letter and enter this Order in accordance with 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 as of February 29, 2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having considered the *Declaration of Frank Pometti in Support of Debtors’ Chapter 11 Petitions and First-Day Motions* (the “**First Day Declaration**”), the *Debtors’ Motion for Entry of an Order, Pursuant to Sections 105(a), 363(b), 503(b)(1), 1107(a) and 1108 of the Bankruptcy Code, Authorizing, But*

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 Commitment Letter.



Not Directing (I) the Debtors to Pay Certain Prepetition Claims, Conditioned upon Prior Customer Payment, (II) The Debtors to Honor Customer Obligations, (III) the Debtors to Implement Control Procedures for Customer Project Funding and Completion, and (IV) Granting Related Relief (the “**Customer Programs Motion**”) and the declaration of Stephen D. Hawkins submitted in connection with the Customer Programs Motion (the “**Hawkins Declaration**”); and it appearing from the First Day Declaration, the Customer Programs Motion, the Hawkins Declaration, and the record of the October [23], 2018 hearing in these chapter 11 cases that the Commitment Letter and the relief provided for herein is in the best interest of the Debtors, their estates, and their creditors, and an appropriate exercise of the Debtors’ business judgment; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Commitment Letter is approved, and the terms and conditions of the Commitment Letter are incorporated into this Order as if fully set forth herein. Notwithstanding anything to the contrary in the Commitment Letter, the amount of the Estimated Prepayment shall be \$4,600,000, which payment shall be made to the Debtors by wire transfer of immediately available funds as soon as reasonably practicable after the entry of this Order and in any event not later than one (1) business day following the date of the entry of this Order.

2. Notwithstanding any language in any order authorizing and approving post-petition financing in these chapter 11 cases, the funds provided by Transco under the Commitment Letter (the “**Transco Funds**”) shall be free of and not encumbered by any liens or claims under any such financing or any other liens or claims of any other party. Unless otherwise agreed to in writing by Transco, the Transco Funds shall be used by the Debtors solely

to fund the Atlantic Sunrise Pipeline project for the period from October 22, 2018 through and including October 28, 2018.

3. The Commitment Letter shall be valid and enforceable against any trustee appointed in the chapter 11 cases, upon the conversion of any of the chapter 11 cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (any “**Successor Cases**”), or upon the dismissal of any of the chapter 11 cases or Successor Cases.

4. Except as may be expressly set forth in the Commitment Letter, nothing in this Order, nor as a result of any payment made pursuant to this Order: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code, or an admission as to the validity of any claim against the Debtors and their estates in these chapter 11 cases; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates; or (c) shall be construed as a promise to pay a claim.

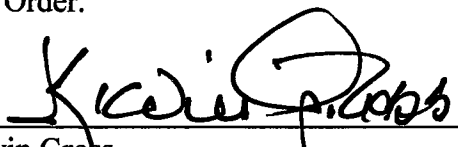
5. The provisions of this Order shall be binding upon and inure to the benefit of Transco and the Debtors and each of their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in these chapter 11 cases, in any Successor Cases, or upon dismissal of any such chapter 11 or chapter 7 case.

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

7. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary: (a) this Order shall be effective immediately and enforceable upon its entry; (b) the Debtors are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this order; and (c) the Debtors are authorized and empowered, and may in their discretion and without further delay, take any action necessary or appropriate to implement this Order.

8. The Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: October 23, 2018
Wilmington, Delaware



Kevin Gross
United States Bankruptcy Judge

EXHIBIT 1

Commitment Letter



GAS PIPELINE — TRANSCO

2800 Post Oak Boulevard (77056) -or-
P.O. Box 1396
Houston, Texas 77251-1395

October 21, 2018

Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43551
Attention: Mr. Stephen Hawkins

Re: Williams Atlantic Sunrise – Interim Go Forward Work Structure with Welded
(Spreads 5, 6, and 7) (Revision 1)

Steve,

This morning, Transcontinental Gas Pipe Line Company, LLC ("Transco"), Welded Construction, LP ("Welded") and the surety of performance ("Chubb") and payment bond no. 8219-24-58 (issued in connection with the work, material and labor to be provided on Transco's Atlantic Sunrise – Spreads 5, 6, and 7, or the "Project") met via phone conference to discuss a path forward for continuing the work under Transco-Welded contract 2016-0001 (the "Contract") between October 22, 2018 and October 29, 2018.

During the phone call Welded indicated its plans to file for Chapter 11 bankruptcy protection in federal court in Delaware on October 22, 2018. Welded also requested pre-payment to cover Welded's internal costs and expenses of providing work, as well as Welded third-party subcontractor, vendor, materialmen, and supplier costs, expenses, profit and invoices for work, labor, material, and rentals (currently estimated to be \$5,000,000) (the "Estimated Prepayment"). Subject to the conditions below, Transco will make the Estimated Prepayment on October 23, 2018 immediately upon the entry of an agreeable order as set forth below.

The payment is for the benefit of the Project only and to be applied only to costs incurred during the time period stated above. Said amount is not to be construed as payment for, or payment which can be used for, payment of past due amounts owed by Welded in arrears, or payment of amounts Welded owes in connection with work performed for Welded's other clients. The prepayment will be subject to a true up at the end of the week; in the event there is a remainder, that amount will be used for future work on the Project.

If Welded uses any portion of payment to pay past due amounts owed to its subcontractors, vendors, or suppliers, or debts or work associated with projects for other clients and, as a result, short pay invoices due on the Project, such short paid subcontractors, vendors, or suppliers would be protected under the payment bond provided in connection with the Project. Further, Transco is not compromising its ability to enforce the Project bond with respect to amounts Welded subcontractors, vendors, or suppliers may claim in relation to work previously performed or materials or equipment previously provided.

Finally, Transco's payment is subject to the entry of a mutually agreeable order by the bankruptcy court approving Transco's pre-payment as described above or the execution of a mutually agreeable Customer Project Completion Agreement. Thank you for sending the draft Customer Project Completion Agreement and proposed Order. We will have comments back to you as soon as reasonably possible.

We will send this same information on letterhead as soon as we can; it may be first thing tomorrow morning.

A handwritten signature in black ink, appearing to read 'EKH', is positioned above the typed name and title.

Evan Kirchen
Vice President of Project Execution – Atlantic Gulf
Transcontinental Gas Pipe Line Company, LLC