

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

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In re:	)	
	)	Chapter 11
	)	
WELDED CONSTRUCTION, L.P., <i>et al.</i> , <sup>1</sup>	)	Case No. 18-12378 (KG)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Ref. Docket Nos. 7 &amp; 35</b>

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**CERTIFICATION OF COUNSEL REGARDING  
FINAL ORDER, PURSUANT TO SECTIONS 105(a), 363(b)  
AND 364 OF THE BANKRUPTCY CODE, (I) AUTHORIZING (A) PAYMENT  
OF PREPETITION OBLIGATIONS INCURRED IN THE ORDINARY  
COURSE OF BUSINESS IN CONNECTION WITH INSURANCE  
PROGRAMS, INCLUDING PAYMENT OF POLICY PREMIUMS AND  
BROKER FEES, AND (B) CONTINUATION OF INSURANCE PREMIUM FINANCING  
PROGRAMS; AND (II) AUTHORIZING BANKS TO HONOR AND PROCESS  
CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO**

On October 22, 2018, the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) filed the *Debtors’ Motion for Interim and Final Orders, Pursuant to Sections 105(a), 363 and 364 of the Bankruptcy Code, (I) Authorizing (A) Payment of Prepetition Obligations Incurred in the Ordinary Course of Business in Connection with Insurance Programs, Including Payment of Policy Premiums and Broker Fees, and (B) Continuation of Insurance Premium Financing Programs; and (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto* [Docket No. 7] (the “**Motion**”). Attached as Exhibit D to the Motion was a proposed form of final order (the “**Proposed Final Order**”).

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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.



On October 23, 2018, the Court entered an order [Docket No. 35] (the “**Interim Order**”), granting the relief requested in the Motion on an interim basis. Pursuant to the Interim Order, any objections or responses to the Proposed Final Order were to be filed by November 9, 2018, at 4:00 p.m. (ET).

Subsequent to the filing of the Motion and entry of the Interim Order, the Debtors received informal responses from counsel to the Chubb Companies (“**Chubb**”) regarding the Proposed Final Order. No other responses or objections to the Proposed Final Order were received. As a result of discussions with Chubb, the Debtors have revised the Proposed Final Order (the “**Revised Proposed Final Order**”) in resolution of the issues raised by Chubb. Attached hereto as Exhibit A is the Revised Proposed Final Order. For ease of reference, attached hereto as Exhibit B is a copy of the Revised Proposed Final Order marked against the Proposed Final Order.

Chubb has reviewed the Revised Proposed Final Order and confirmed that the revisions resolve its informal comments. The Debtors submit that entry of the Revised Proposed Final Order is in the best interests of the Debtors, their estates, and their creditors. Accordingly, the Debtors respectfully request that the Court enter the Revised Proposed Final Order at its earliest convenience without further notice or a hearing.

*[Remainder of page intentionally left blank]*

Dated: November 13, 2018  
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Betsy L. Feldman

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*Proposed Counsel to the Debtors*

**EXHIBIT A**

**Revised Proposed Final Order**

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

	)	
In re:	)	Chapter 11
	)	
WELDED CONSTRUCTION, L.P., <i>et al.</i> , <sup>1</sup>	)	Case No. 18-12378 (KG)
	)	
Debtors.	)	(Jointly Administered)
	)	<b>Ref. Docket Nos. 7 and 35</b>

**FINAL ORDER, PURSUANT TO SECTIONS 105(a), 363(b)  
AND 364 OF THE BANKRUPTCY CODE, (I) AUTHORIZING (A) PAYMENT  
OF PREPETITION OBLIGATIONS INCURRED IN THE ORDINARY  
COURSE OF BUSINESS IN CONNECTION WITH INSURANCE  
PROGRAMS, INCLUDING PAYMENT OF POLICY PREMIUMS AND  
BROKER FEES, AND (B) CONTINUATION OF INSURANCE PREMIUM FINANCING  
PROGRAMS; AND (II) AUTHORIZING BANKS TO HONOR AND PROCESS  
CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO**

Upon consideration of the motion (the “**Motion**”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of interim and final orders, pursuant to sections 105(a), 363(b) and 364 of the Bankruptcy Code, (i) authorizing, but not directing, the Debtors to (a) continue and, to the extent necessary, renew the Insurance Programs and pay policy premiums and broker fees arising thereunder or in connection therewith, including prepetition obligations arising in the ordinary course of business, and (b) continue the Financed Insurance Programs and renew or enter into new premium financing programs, as necessary, under substantially similar terms, in the ordinary course of business, and (ii) authorizing the Banks to honor and process check and electronic transfer requests related to the foregoing; and upon consideration of the Motion and all pleadings related thereto, including the

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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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

First Day Declaration; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; 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 and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates, and their creditors; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized to maintain the Insurance Programs<sup>3</sup> without interruption, and to renew, supplement, modify, or extend (including through obtaining “tail” coverage) the Insurance Programs, or enter into new insurance policies, and to incur and pay policy premiums, claims, deductibles, retrospective adjustments, administrative fees, broker fees and any other obligations that are or become due and payable arising thereunder or in connection therewith, in accordance with the same practices and procedures as were in effect prior to the Petition Date.
3. The Debtors are authorized, but not directed, in their discretion, to pay, honor or otherwise satisfy premiums, claims, deductibles, retrospective adjustments, administrative fees, broker fees (including, without limitation, the Broker Fees), and any other obligations that were due and payable or related to the period prior to the Petition Date on

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<sup>3</sup> The term “Insurance Programs” shall be understood to include all insurance policies (including the Financed Insurance Programs) for any line of coverage issued to or providing coverage to the Debtors (or any predecessors) at any time whether current or expired and all agreements related thereto whether or not listed on Exhibit A to the Motion.

account of the Insurance Programs (including the Financed Insurance Programs) and the PFA, provided, however, that any payments for obligations that were due and payable or related to the period prior to the Petition Date on account of the Broker Fees shall not exceed \$100,000 in the aggregate.

4. The Debtors are authorized to (a) continue, in the ordinary course of business, the Financed Insurance Programs and the PFA, and renew or enter into new premium financing programs, as necessary, under substantially similar terms, or better terms, and (b) pay the installment payments under the Financed Insurance Programs and the PFA and any such new premium financing programs as the same become due in the ordinary course of business.

5. Nothing herein alters or amends the terms and conditions of any of the Insurance Programs or relieves the Debtors of any of their obligations under the Insurance Programs.

6. The Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable bank accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Order.

7. Nothing in 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, (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, (c) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action against any of the Insurance Carriers or the Premium Financing Company, or (d) shall be construed as a promise to pay a claim.

8. Notwithstanding anything to the contrary in this Order, any payment made or to be made under this Order, and any authorization contained in this Order, shall be subject to the requirements imposed on the Debtors under any order(s) of this Court approving the Debtors' use of cash collateral and post-petition financing and any budget in connection therewith.

9. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

10. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

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



**EXHIBIT B**

**Blackline**

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

<u>In re:</u>	)	<u>Chapter 11</u>
	)	
<u>In re:</u>	)	<u>Chapter 11</u>
	)	
WELDED CONSTRUCTION, L.P., <i>et al.</i> , <sup>1</sup>	)	Case No. 18-12378 ( <del>—</del> <u>KG</u> )
	)	
	)	(Jointly Administered)
Debtors.	)	
	)	Ref. Docket <del>No</del> <u>Nos.</u> <del>—</del> <u>7</u> and <del>—</del> <u>35</u>

**FINAL ORDER, PURSUANT TO SECTIONS 105(a), 363(b)  
AND 364 OF THE BANKRUPTCY CODE, (I) AUTHORIZING (A) PAYMENT  
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Upon consideration of the motion (the “**Motion**”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of interim and final orders, pursuant to sections 105(a), 363(b) and 364 of the Bankruptcy Code, (i) authorizing, but not directing, the Debtors to (a) continue and, to the extent necessary, renew the Insurance Programs and pay policy premiums and broker fees arising thereunder or in connection therewith, including prepetition obligations arising in the ordinary course of business, and (b) continue the Financed Insurance Programs and renew or enter into new premium financing programs, as necessary, under substantially similar terms, in the ordinary course of business, and (ii) authorizing the Banks to honor and process check and electronic transfer requests related to the foregoing; and upon consideration of the Motion and all pleadings related thereto, including the

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

First Day Declaration; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; 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 and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates, and their creditors; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on a final basis as set forth herein.

2. The Debtors are authorized to maintain the Insurance Programs<sup>3</sup> without interruption, and to renew, supplement, modify, or extend (including through obtaining “tail” coverage) the Insurance Programs, or enter into new insurance policies, and to incur and pay policy premiums ~~and broker fees, claims, deductibles, retrospective adjustments, administrative fees, broker fees and any other obligations that are or become due and payable~~ arising thereunder or in connection therewith, in accordance with the same practices and procedures as were in effect prior to the Petition Date.

3. The Debtors are authorized, but not directed, in their discretion, to pay, honor or otherwise satisfy premiums, claims, deductibles, retrospective adjustments, administrative fees, broker fees (including, without limitation, the Broker Fees), and any other obligations that were due and payable or related to the period prior to the Petition Date on account of the Insurance Programs (including the Financed Insurance Programs) and the PFA,

<sup>3</sup> The term “Insurance Programs” shall be understood to include all insurance policies (including the Financed Insurance Programs) for any line of coverage issued to or providing coverage to the Debtors (or any predecessors) at any time whether current or expired and all agreements related thereto whether or not listed on Exhibit A to the Motion.

provided, however, that any payments for obligations that were due and payable or related to the period prior to the Petition Date on account of the Broker Fees shall not exceed \$100,000 in the aggregate.

4. The Debtors are authorized to (a) continue, in the ordinary course of business, the Financed Insurance Programs and the PFA, and renew or enter into new premium financing programs, as necessary, under substantially similar terms, or better terms, and (b) pay the installment payments under the Financed Insurance Programs and the PFA and any such new premium financing programs as the same become due in the ordinary course of business.

5. Nothing herein alters or amends the terms and conditions of any of the Insurance Programs or relieves the Debtors of any of their obligations under the Insurance Programs.

6. ~~5.~~The Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable bank accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Order.

7. ~~6.~~Nothing in 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, (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, (c) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action against any of the Insurance Carriers or the Premium Financing Company, or (d) shall be construed as a promise to pay a claim.

8. ~~7.~~ Notwithstanding anything to the contrary in this Order, any payment made or to be made under this Order, and any authorization contained in this Order, shall be subject to the requirements imposed on the Debtors under any order(s) of this Court approving the Debtors' use of cash collateral and post-petition financing and any budget in connection therewith.

9. ~~8.~~ The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

~~9. The requirements of Bankruptcy Rule 6003(b) are satisfied.~~

10. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

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

Dated: \_\_\_\_\_, 2018  
\_\_\_\_\_ Wilmington, Delaware

\_\_\_\_\_  
United States Bankruptcy Judge