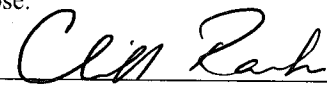


**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:))	Chapter 11
WELDED CONSTRUCTION, L.P., <i>et al.</i> , ¹))	Case No. 18-12378 (KG)
))	
Debtors.))	(Jointly Administered)

**REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM FOR THE PERIOD
FROM THE PETITION DATE THROUGH AND INCLUDING MARCH 31, 2019**

1. Name of claimant: Bechtel Corporation
2. Debtor that the claim is asserted against (check one):
 - Welded Construction, L.P.
 - Welded Construction Michigan, LLC
3. Nature and description of the claim (you may attach a separate summary): _____
See addendum.
4. Date(s) claim arose: Various. See addendum for details.
5. Amount of claim: Approximately \$4,746,500.00. See addendum for details.
6. Documentation supporting the claim must be attached hereto. Documentation should include both evidence of the nature of the Administrative Expense Claim asserted as well as evidence of the date or dates on which the Administrative Expense Claim arose.

Date: 4/30/2019	Signature: <u></u>
	Name: <u>Cliff Rankin</u>
	Address: <u>Bechtel Corporation</u>
	<u>3000 Post Oak Blvd</u>
	<u>Houston, TX 77056</u>
	Phone Number: <u>(713)-235-3214</u>
	Email: <u>csrankin@bechtel.com</u>

RECEIVED
APR 30 2019

URTZMAN CARSON CONSULTANTS

- Date Stamped Copy Returned
- No self addressed stamped envelope
- No copy to return

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.



*In re Welded, Construction, L.P., et al.*¹
Jointly Administered Case Number 18-12378

**Addendum to Request for Payment of Administrative Expense Claim of
Bechtel Corporation**

This Addendum is attached to, and constitutes an integral part of, the request for payment of administrative expense claim (the “*Payment Request*”) of Bechtel Corporation (the “*Claimant*”) filed against Welded Construction, L.P. (“*Welded*” and together with its affiliated debtors in possession, the “*Debtors*”).

A. All payments made to the Claimant on account of this Payment Request should be made to the Claimant at the following address:

Bechtel Corporation
Attn: Cliff Rankin
3000 Post Oak Blvd.
P.O. Box 2166
Houston, TX 77056-6503
Telephone: 713-235-3214
Email: cstrankin@bechtel.com

B. Notices regarding this Payment Request should be sent to the following two addresses:

Bechtel Corporation Attn: Cliff Rankin 3000 Post Oak Blvd. P.O. Box 2166 Houston, TX 77056-6503 Telephone: 713-235-3214 Email: cstrankin@bechtel.com	Gibson, Dunn & Crutcher LLP Attn: Matthew K. Kelsey 200 Park Ave. New York, NY 10166 (212) 351-4000 mkelsey@gibsondunn.com
---	---

C. The Debtors filed the above-captioned chapter 11 cases (the “*Chapter 11 Cases*”) on October 22, 2018 (the “*Petition Date*”). Together with Welded, the Claimant is a co-obligor under certain letter of credit agreements and surety bonds (collectively, the “*Surety Agreements*”).²

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 The Claimant has not attached the Surety Agreements to avoid producing voluminous records that are likely already in the Debtors’ possession. The Claimant is willing to provide the supporting documents upon written request of the Debtors or their agents.

D. Upon information and belief, on or about April 25, 2019, one or more of the counterparties to the Surety Agreements drew down (the "*Post-Petition Draw Down*") the sum of not less than \$4,746,500 pursuant to the terms therewith in connection with deductibles and other payment obligations and liabilities owed by Welded to certain of its workers' compensation insurance carriers arising from and after the Petition Date. Upon information and belief, the Claimant's obligations as a co-obligor under the Surety Agreements was necessary for Welded to continue to operate after the Petition Date.

E. As of the filing of the Payment Request, the outstanding amount that Welded owes to the Claimant on account of the Post-Petition Draw Down under the Surety Agreements was \$4,746,500. Therefore, subject to the reservation of rights set forth herein, the Claimant requests payment of an administrative expense claim pursuant to 11 U.S.C. § 503(b)(1)(A) in the amount of the Post-Petition Draw Down of \$4,746,500.

F. The Claimant expressly reserves its right to replace, amend, or supplement the Payment Request to include any claims at law or in equity or to claim interest (both pre- and post-petition) on the Payment Request to the extent permitted by applicable law. Nothing included in, or omitted from, the Payment Request or this Addendum shall impair, prejudice, waive or otherwise affect the Claimant's rights with respect to the Surety Agreements. The filing of the Payment Request and this Addendum shall not be deemed a waiver of any claim in law or in equity that the Claimant may have against the Debtors, or others, including, but not limited to, administrative or other priority claims, secured claims, constructive trust claims, the right to seek adequate protection or the right to assert claims that are otherwise warranted in any related action. Furthermore, nothing contained in the Payment Request or herein shall be construed as a waiver of any rights or remedies of the Claimant with respect to any other claims against the Debtors or any other persons or entities. To the extent that the Claimant has rights to set off or recoup the amount of his claims, under section 553 of the Bankruptcy Code or otherwise, against any claims, defenses, or setoff rights that the Debtors may have or might assert against the Claimant, the Claimant asserts a secured claim.

The filing of the Payment Request and this Addendum does not constitute (a) consent by the Claimant to the jurisdiction of the Bankruptcy Court with respect to the subject matter of the Payment Request and this Addendum, any objection, or other proceeding commenced in the Debtors' Chapter 11 Cases or otherwise involving the Debtors or the Claimant; (b) a waiver of the rights and remedies against any other persons or entities who may be liable for all or part of the claims set forth in the Payment Request and herein; (c) a waiver or release of the Claimant's right to trial by jury, in the Bankruptcy Court or any other court of competent jurisdiction; (d) a waiver of the Claimant's right to have final orders in non-core matters entered only after de novo review by a United States District Court Judge; or (e) a waiver of any right to (i) seek a withdrawal of the reference, or otherwise challenge the jurisdiction of the Bankruptcy Court, with respect to the subject matter of the Payment Request and this Addendum, any objection, or other proceeding commenced in the Chapter 11 Cases against or otherwise involving the Debtors or the Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of the Payment Request and this Addendum, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in the Chapter 11 Cases against or otherwise involving the Debtors or the Claimant.

The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against the Claimant by the Debtors or any trustee appointed in the Chapter 11 Cases.

The Claimant may have separate claims against the Debtors which are not included in the Payment Request or this Addendum, and nothing contained in the Payment Request or herein shall prejudice such claims.