

**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 (CSS)
)	
Debtors.)	(Jointly Administered)
)	Ref. Docket No. 1362

NOTICE OF ORDER (I) APPROVING THE DISCLOSURE STATEMENT; (II) APPROVING SOLICITATION AND VOTING PROCEDURES, INCLUDING (A) FIXING THE RECORD DATE, (B) APPROVING THE SOLICITATION PACKAGES AND PROCEDURES FOR DISTRIBUTION, (C) APPROVING THE FORM OF BALLOTS AND ESTABLISHING PROCEDURES FOR VOTING, AND (D) APPROVING PROCEDURES FOR VOTE TABULATION; (III) SCHEDULING A CONFIRMATION HEARING AND ESTABLISHING NOTICE AND OBJECTION PROCEDURES; AND (IV) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE THAT:

1. ***Approval of the Disclosure Statement.*** At a hearing held on May 6, 2020 (the “**Disclosure Statement Hearing**”), the United States Bankruptcy Court for the District of Delaware (the “**Court**”), having jurisdiction over the above-captioned chapter 11 cases of Welded Construction, L.P. and its affiliated debtor and debtor in possession (together, the “**Debtors**”), entered an order [Docket No. 1362] (the “**Disclosure Statement Order**”) approving the *Amended Disclosure Statement for the Amended Chapter 11 Plan of Welded Construction, L.P. and Welded Construction Michigan, LLC*, dated as of May 4, 2020 and attached as Exhibit 1 to the Disclosure Statement Order (as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) as containing adequate information within the meaning of section 1125 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), and authorized the Debtors to solicit votes to accept or reject the *Amended Chapter 11 Plan of Welded Construction, L.P. and Welded Construction Michigan, LLC*, dated as of May 4, 2020 (as amended, modified or supplemented from time to time, the “**Plan**”), annexed as Exhibit A to the Disclosure Statement. Capitalized terms used but not otherwise defined herein shall the meanings ascribed to such terms in the Plan.

2. ***Classification of Claims and Interests under the Plan.*** The classification and treatment of Claims and Interests under the Plan is described generally below:

<u>Class</u>	<u>Claim or Interest</u>	<u>Summary of Treatment</u>	<u>Estimated Allowed Amount of Claim</u>	<u>Projected Recovery Under Plan</u>
1	Secured Claims	Unimpaired <i>Deemed to Accept Plan</i>	\$0.0 million	100%
2	Priority Claims	Unimpaired <i>Deemed to Accept Plan</i>	\$0.2 million	100%
3	Surety Bond Claims	Impaired <i>Entitled to Vote on Plan</i>	\$76.1 million	21%
4	General Unsecured Claims	Impaired <i>Entitled to Vote on Plan</i>	\$20.7 million	21%
5	Convenience Claims	Impaired <i>Entitled to Vote on Plan</i>	\$5.0 million	50%; up to a maximum of \$50,000

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 P.O. Box 470, Perrysburg, OH 43552-0470.

<u>Class</u>	<u>Claim or Interest</u>	<u>Summary of Treatment</u>	<u>Estimated Allowed Amount of Claim</u>	<u>Projected Recovery Under Plan</u>
6	Subordinated Claims	Impaired <i>Deemed to Reject Plan</i>	N/A	N/A
7	Interests	Impaired <i>Deemed to Reject Plan</i>	N/A	N/A

3. ***Deadline for Voting on the Plan.*** The Court has established **June 12, 2020 at 5:00 p.m. (ET)** (the “**Voting Deadline**”) as the deadline by which Ballots accepting or rejecting the Plan must be received. Only Holders of Claims in Class 3 (Surety Bond Claims), Class 4 (General Unsecured Claims), and Class 5 (Convenience Claims) under the Plan are entitled to vote on the Plan and will receive Ballots to cast such votes. To be counted, to the extent Ballots are cast in paper form as provided for herein, Ballots must be properly executed, completed, and delivered to the Voting Agent at the address provided for herein, so as to be received by the Voting Agent no later than the Voting Deadline, unless extended by the Debtors; and to the extent Ballots are cast electronically as provided for herein, Ballots must be properly executed, completed, and submitted through the website created for the Debtors’ chapter 11 cases by the Voting Agent, <http://kccllc.net/welded> (the “**Online Voting Platform**”), no later than the Voting Deadline, unless extended by the Debtor. Ballots will be accepted (i) in paper form, by delivering the Ballot by first-class mail postage prepaid, personal delivery or overnight courier to the Voting Agent at Welded Construction Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (ii) by electronic, online transmission through the customized “eBallot” section on the Online Voting Platform. Parties entitled to vote shall be authorized in their sole discretion to complete an electronic Ballot and electronically sign and submit the Ballot to the Voting Agent. Parties who cast a Ballot through the Online Voting Platform should not also submit a paper ballot. Ballots will not be accepted by facsimile transmission, email, or electronic transmission (other than through the Online Voting Platform). Holders of Unimpaired Claims under the Plan (i.e., Class 1 Secured Claims and Class 2 Priority Claims) and Classes that are deemed to reject the Plan (i.e., Class 6 Subordinated Claims and Class 7 Interests) are not entitled to vote on the Plan.

4. ***Confirmation Hearing.*** A hearing to consider the confirmation of the Plan and for such other and further relief as may be just or proper (the “**Confirmation Hearing**”) will be held on **June 24, 2020 at 10:00 a.m., (ET)** before the Honorable Christopher S. Sontchi, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 5th Floor, Courtroom 6, Wilmington, Delaware 19801. The Confirmation Hearing may be continued by the Debtors from time to time without further notice to holders of Claims or Interests or other parties in interest other than the announcement of the adjourned date(s) at the Confirmation Hearing or any continued hearing or on the applicable hearing agenda or a notice filed with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing. If the Bankruptcy Court enters an order confirming the Plan, section 1141 of the Bankruptcy Code shall become applicable with respect to the Plan and the Plan shall be binding on all parties to the fullest extent permitted by the Bankruptcy Code.

5. ***Deadline for Objections to Confirmation of the Plan.*** Objections, if any, to confirmation of the Plan, must (i) be in writing; (ii) state the name, address, and nature of the Claim or Interest of the objecting or responding party; (iii) state with particularity the legal and factual basis and nature of any objection or response; and (iv) be filed with the Clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, and served on the following parties so as to be actually received **before 5:00 p.m. (ET) on June 17, 2020**: (i) counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Sean M. Beach, Esq. (sbeach@ycst.com), Matthew B. Lunn, Esq. (mlunn@ycst.com), and Robert F. Poppiti, Jr., Esq. (rpoppiti@ycst.com); (ii) counsel to the Committee, (a) Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Josef W. Mintz, Esq. (mintz@blankrome.com), and (b) Blank Rome LLP, One Logan Square, 130 North 18th Street, Philadelphia, PA 19103, Attn: John E. Lucian, Esq. (lucian@blankrome.com) and Michael B. Schaedle, Esq. (schaedle@blankrome.com); and (iii) the Office of the United States Trustee for the District of Delaware, 855 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane M. Leamy, Esq. (Jane.M.Leamy@usdoj.gov).

6. ***Certain Voting Issues.*** Any party that wishes to challenge the allowance of its Claim for voting purposes shall serve on counsel to the Debtors and file with the Court a motion for an order, pursuant to Bankruptcy Rule

3018(a), temporarily allowing such Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before 4:00 p.m. (ET) on June 3, 2020.

7. **RELEASE, INJUNCTION AND EXCULPATION PROVISIONS CONTAINED IN THE PLAN. ARTICLE XI OF THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION AND EXCULPATION PROVISIONS. YOU ARE ENCOURAGED TO CAREFULLY REVIEW THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED, REGARDLESS OF WHETHER OF YOU ARE UNIMPAIRED OR IMPAIRED UNDER THE PLAN.**

8. *The release in Section 11.11(b) of the Plan (the “Claim Holder Release”) binds the “Releasing Parties,” which the Plan defines as follows: “(a) all Holders of Claims deemed hereunder to have accepted this Plan (i.e., Holders of Claims in Unimpaired Classes of Claims) that have not Filed an objection to the release in Section 11.11(b) of this Plan prior to the deadline to object to Confirmation of this Plan; and (b) all Holders of Claims in Classes 4 and 5 that (i) vote to accept or reject this Plan and do not timely submit a Release Opt-Out indicating such Holder’s decision to not participate in the releases set forth in Section 11.11(b) of this Plan, or (ii) do not vote to accept or reject this Plan, and either do not timely submit a Release Opt-Out, or do not File an objection to the releases in Section 11.11(b) of this Plan prior to the deadline to object to Confirmation of this Plan.”*

The Claim Holder Release provides:

“Releases by Holders of Claims. As of the Effective Date, for good and valuable consideration, including the contributions of the Released Parties in facilitating the administration of these Chapter 11 Cases and other actions contemplated by this Plan and the other contracts, instruments, releases, agreements or documents executed and delivered in connection with this Plan and these Chapter 11 Cases, including, without limitation, the Plan Settlement, and subject to Section 11.11(e) of this Plan, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released the Released Parties from any and all claims, interests, obligations, rights, suits, damages, causes of action (including any and all causes of action under chapter 5 of the Bankruptcy Code), remedies and liabilities whatsoever, including any derivative claims or claims asserted or assertible on behalf of the Debtors and the Estates, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, existing or hereafter arising, in law, equity or otherwise, that such Releasing Party would have been legally entitled to assert (whether individually or collectively), based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Estates, these Chapter 11 Cases, this Plan, the Disclosure Statement or related agreements, instruments or other documents; provided, however, that nothing herein shall be deemed a waiver or release of any right of any such Releasing Parties to receive a Distribution pursuant to the terms of this Plan; provided further, however, that the foregoing provisions of this release in Section 11.11(b) of this Plan shall not operate to waive, release or otherwise impair any causes of action arising from criminal acts, willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. For the avoidance of doubt, notwithstanding anything to the contrary herein, the foregoing release by the Releasing Parties is not, and shall not be deemed to be, in exchange for a waiver of the Debtors’ rights or claims against the Releasing Parties, including the Debtors’ rights to assert setoffs, recoupments or counterclaims, or to object or assert defenses to any Claim or Interest, and all such rights and claims are expressly reserved. Notwithstanding any of the foregoing, nothing in this Section is intended to limit or otherwise modify any releases or waivers that are separately provided for in any other Final Order (including settlement or other agreements authorized thereby) of the Bankruptcy Court.”

Section 11.11(d) provides:

“Each Holder of a Claim in Class 4 and 5 shall be a Releasing Party and, as such, provides the releases set forth in Section 11.11(b) of this Plan, unless such Holder timely submits a Release Opt-Out indicating such Holder’s decision to not participate in the releases set forth in Section 11.11(b) of this

Plan, or Files an objection to the releases in Section 11.11(b) of this Plan prior to the deadline to object to Confirmation of this Plan.”

Section 11.11(e) provides:

“Federal Insurance Company Release. On behalf of itself and any person or entity claiming by or through Federal Insurance Company or any of its Related Parties, Federal Insurance Company grants the releases set forth in Section 11.11(b) of this Plan to each of the Released Parties except for the direct claims against the Debtors, which are preserved, and except for any claims arising under or relating to (a) bonds issued on behalf of entities other than Welded Construction, L.P., and associated indemnity agreements, (b) insurance contracts and related agreements, including collateral agreements, pertaining to the Released Parties, and (c) any other contract to which a Released Party is a direct party.”

9. *Additionally, Article XI of the Plan contains certain provisions regarding exculpation and injunctions. All parties are advised to read Article XI of the Plan carefully and consult with their own advisors with respect thereto. The text of the relevant provisions of Article XI of the Plan are as follows:*

Section 11.10. Non-Discharge of the Debtors; Injunction. In accordance with section 1141(d)(3) of the Bankruptcy Code, this Plan does not discharge the Debtors. Section 1141(c) of the Bankruptcy Code nevertheless provides, among other things, that the property dealt with by this Plan is free and clear of all Claims and Interests. As such, no Person or Entity holding a Claim or Interest may receive any payment from, or seek recourse against, any Assets or property of the Debtors and their Estates or the Post-Effective Date Debtors other than Assets or property required to be distributed to that Person or Entity under this Plan. As of the Effective Date, all parties are precluded from asserting against any Assets or property of the Debtors and their Estates and the Post-Effective Date Debtors any Claims, rights, causes of action, liabilities or Interests based upon any act, omission, transaction or other activity that occurred before the Effective Date except as expressly provided in this Plan or the Confirmation Order.

Except as otherwise expressly provided for in this Plan or the Confirmation Order, all Persons and Entities are permanently enjoined, on and after the Effective Date, on account of any Claim or Interest, from:

- (a) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors, their Estates, the Post-Effective Date Debtors, their successors and assigns and any of their Assets and properties;*
- (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against the Debtors, their Estates, the Post-Effective Date Debtors, their successors and assigns and any of their Assets and properties;*
- (c) creating, perfecting or enforcing any encumbrance of any kind against the Debtors, their Estates, the Post-Effective Date Debtors, their successors and assigns and any of their Assets and properties;*
- (d) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtors, their Estates, the Post-Effective Date Debtors or their successors and assigns, or against any of their Assets and properties, except to the extent that a right to setoff or subrogation is asserted in a timely filed proof of claim; or*
- (e) commencing or continuing in any manner any action or other proceeding of any kind in respect of any Claim, Interest or cause of action released or settled hereunder.*

From and after the Effective Date, all Persons and Entities are permanently enjoined from commencing or continuing in any manner against the Debtors, their Estates, the Post-Effective Date Debtors, the Released Parties, their successors and assigns and any of their Assets and properties, any suit, action or other proceeding, on account of or respecting any claim, interest, demand, liability, obligation, debt, right, cause of action, interest or remedy released or to be released pursuant to this Plan or the Confirmation Order.

Section 11.12. Exculpation and Limitation of Liability. *On the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, to the maximum extent permitted by law, none of the Exculpated Parties shall have or incur any liability to any Person or Entity, including, without limitation, to any Holder of a Claim or an Interest, for any act or omission in connection with, relating to, or arising out of these Chapter 11 Cases, the formulation, negotiation, preparation, dissemination, solicitation of acceptances, implementation, confirmation or consummation of this Plan, the Disclosure Statement, the Plan Administrator Agreement or any contract, instrument, release or other agreement or document created, executed or contemplated in connection with this Plan, or the administration of this Plan or the Assets and property to be distributed under this Plan; provided, however, that the exculpation provisions of this Section 11.12 shall not apply to acts or omissions constituting actual fraud, willful misconduct or gross negligence by such Exculpated Party, as determined by a Final Order. The Confirmation Order and this Plan shall serve as a permanent injunction against any Person or Entity seeking to enforce any claim or cause of action against the Exculpated Parties that has been exculpated pursuant to this Section 11.12 of this Plan.*

10. ***Copies of Documents.*** Copies of the Plan, the Disclosure Statement, the Plan Supplement (which will be filed on or before June 5, 2020), and the Disclosure Statement Order are, or will be, available for review free of charge at <https://www.kccllc.net/welded>, by clicking on the link on the left hand side of the page titled "Plan & Disclosure Statement." In addition, copies of the Plan are available upon written request via first class mail to the Debtors' Voting Agent at the Welded Construction Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, by submitting an inquiry to the Voting Agent via email at WeldedInfo@kccllc.com, or by contacting the Voting Agent via telephone at (888) 830-4648 (domestic/toll free) or (310) 751-2642 (international/toll). If you are the holder of a Claim and believe that you are entitled to vote on the Plan, but you did not receive a Solicitation Package, or if you have any questions concerning voting procedures, you should contact the Voting Agent electronically, in writing or via telephone using the contact information previously provided for the Voting Agent.

Dated: May 8, 2020
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Betsy L. Feldman

Sean M. Beach (No. 4070)
Matthew B. Lunn (No. 4119)
Robert F. Poppiti, Jr. (No. 5052)
Allison S. Mielke (No. 5934)
Betsy L. Feldman (No. 6410)
Rodney Square
1000 North King Street
Wilmington, DE 19801
Telephone: (302) 576-3279
Facsimile: (302) 571-1253

Counsel to the Debtors