

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

In re:

VWS HOLDCO, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 25-10979 (JKS)

(Jointly Administered)

**SCS ENGINEER'S NOTICE OF PERFECTION
OF MECHANIC'S LIEN UNDER 11 U.S.C. § 546(b)**

SCS Engineers ("SCS"), by and through its undersigned counsel and pursuant to 11 U.S.C. § 546(b), hereby files its notice of perfection of mechanic's lien, and respectfully states as follows:

1. Prior to the June 1, 2025 Petition Date of the Debtors' Chapter 11 Cases, SCS provided labor, services, equipment, and/or materials to debtor Shoosmith Bros., Inc. ("Shoosmith") at that certain lot or parcel of land consisting of 336.81 acres, located at 11680 Iron Bridge Road in Chester, Virginia, and described with greater particularity in the Deed recorded at Deed Book 573, Page 551, among the land records of Chesterfield County, Virginia (the "Property"). Shoosmith is the owner of the Property. On account of the aforementioned labor, services, equipment and/or materials, the amount of \$28,656.98 (exclusive of any amounts that SCS is entitled to pursuant to paragraph 3 below) remains unpaid, due and owing to SCS, which is subject to a valid statutory mechanic's lien.² SCS continues to provide labor, services, equipment, and/or materials to Shoosmith.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors' federal tax identification numbers are as follows: VWS Holdco, Inc. (5412) and Shoosmith Bros., Inc. (6914). The Debtors' mailing address is P.O. Box 2770, Chesterfield, VA 23832.

² SCS is also owed amounts by Shoosmith that are not subject to a mechanic's lien. SCS reserves all rights with regard to those amounts owed.



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2. SCS holds a valid statutory mechanic's lien (the "Mechanic's Lien") under Va. Code § 43-1 *et seq.* against the Property, which was recorded on July 24, 2025, by a Memorandum of Mechanic's Lien filed with the clerk's office of the Circuit Court of Chesterfield County, Virginia, a copy of which is attached hereto as **Exhibit A**.

3. Pursuant to 11 U.S.C. § 546(b)(2), SCS provides this notice to preserve, maintain, and continue the perfection of its Mechanic's Lien, and its rights and *in rem* interest in the Property. The interest perfected, maintained, or continued by section 546 of the Bankruptcy Code extends in and to the proceeds, products, offspring, rents, or profits of the Property. SCS's Mechanic's Lien is senior to and effective against any persons or entities that previously may have acquired rights or interests in the Property. This Notice constitutes the legal equivalent of having recorded a mechanic's lien in the recorder's office for the county where the property in question is located and then having commenced a suit to foreclose the lien in the proper court. Accordingly, by reason of this Notice, the Debtors and other parties in interest are estopped from claiming that any lawsuit to enforce SCS's Mechanic's Lien was not timely commenced pursuant to applicable state law. SCS intends to enforce its mechanic's lien rights to the fullest extent permitted by applicable law.

4. In addition to the amount of the Claim, SCS is entitled to interest on its Claim and its costs, including attorneys' fees, in connection with, *inter alia*, obtaining the Mechanic's Lien, and protecting its rights with respect to its Claim and Mechanic's Lien in the Debtors' bankruptcy cases. A calculation of the prejudgment interest that has accrued on the Claim, that is secured by the Mechanic's Lien, has not yet been made, but will be supplied to the Debtors upon written request.

5. SCS reserves the right to supplement and/or amend this Notice. SCS retains its right to seek relief from the automatic stay, to foreclose its Mechanic's Lien against the Property, and to pursue all other rights and remedies it may have at law or in equity.

Dated: July 28, 2025

/s/ Frederick B. Rosner

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Counsel for SCS Engineers

EXHIBIT A

Virginia Memorandum of Mechanic's Lien

Prepared by / Return to:
Fullerton & Knowles, P.C.
12642 Chapel Road
Clifton, VA 20124
(703) 818-2600

TAX MAP NO: 771651958900000

MEMORANDUM OF MECHANIC'S LIEN

Name of Fee Owner(s): SHOOSMITH BROS., INC.
Address of Fee Owner: PO Box 2770
Chesterfield, VA 23832

Name of Claimant: STEARNS, CONRAD AND SCHMIDT,
CONSULTING ENGINEERS, INC.,
T/A SCS ENGINEERS
Address of Claimant: 15521 Midlothian Turnpike, Suite 305
Midlothian, VA 23113-7313

Contractor license or certificate number of claimant (if applicable): N/A

Issuance date of license or certificate (if applicable): N/A

Expiration date of license or certificate (if applicable): N/A

If no contractor license or certificate number is included, the claimant certifies that such a valid license or certificate is not required by law for the work done for which the benefit of a lien is claimed.

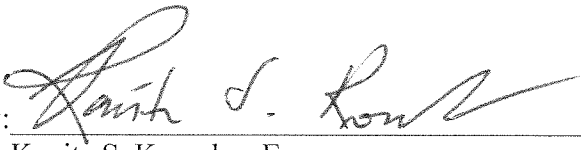
1. Type of materials or services furnished: Engineering services necessary for building, installing and constructing caps for sanitary landfill.
2. Amount claimed: \$28,656.98
If any part of the Amount claimed is not due as of the date of this mechanic's lien, identify the date or event upon which it will be due and the sum(s) to which the due date(s) or event(s) apply: _____
3. Type of structure on which work done or materials furnished: Sanitary Landfill
4. Brief description and location of real property: Some or all of that certain lot or parcel of land consisting of 336.81 acres, located at 11680 Iron Bridge Road in Chester, Virginia and being a portion of land described with greater particularity in Deed recorded at Deed Book 573, Page 551, among the land records of Chesterfield County, Virginia.
5. Date from which interest on above amount is claimed: July 24, 2025

Date: July 24, 2025


It is the intent of the Claimant to claim the benefit of a lien.

The undersigned hereby certifies to having mailed a copy of this memorandum of lien to the Owner at the property Owner's last known address.

STEARNS, CONRAD AND SCHMIDT, CONSULTING
ENGINEERS, INC.,
T/A SCS ENGINEERS


By: 
Kavita S. Knowles, Esq.
Attorney at Law

STEARNS, CONRAD AND SCHMIDT, CONSULTING
ENGINEERS, INC.,
T/A SCS ENGINEERS VANKIRK ELECTRIC, INC.

By: 
Thomas Barham, Vice-President and General Counsel
and Authorized Agent for Claimant

AFFIDAVIT

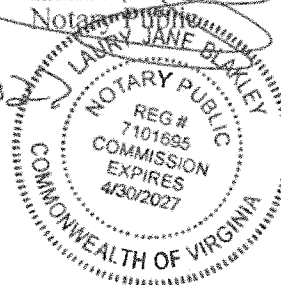
STATE OF Virginia
COUNTY OF Fairfax; to-wit:

I,  Notary public for the State and County aforesaid do certify that
Thomas Barham, Vice-President and General Counsel and Authorized Agent for Claimant, this day
made oath before me in my county aforesaid that Shoosmith Bros., Inc., is justly indebted to
claimant in the sum of \$28,656.98, for the consideration stated in the foregoing memorandum, and
that the same is payable as therein stated.

Given under my hand this 24th day July 2025.

My commission expires: April 30, 2027

My Registration No. 7101695



INSTRUMENT # 250024675
E-RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
JULY 24, 2025 AT 03:16PM

AMANDA L. POHL, CLERK
RECORDED BY: KPG