

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

In re: ) Case Nos. 93-41898  
) and 93-41899  
CSC INDUSTRIES, INC. )  
and ) Judge William T. Bodoh  
COPPERWELD STEEL COMPANY, )  
) Chapter 11  
Debtors. )

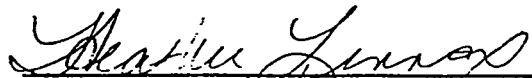
AMENDED EXHIBIT I.A.45 TO SECOND AMENDED JOINT  
PLAN OF REORGANIZATION OF CSC INDUSTRIES, INC.  
AND COPPERWELD STEEL COMPANY

PLEASE TAKE NOTICE THAT the original Exhibit I.A.45,  
the Environmental Closure Trust Agreement, to the Second Amended  
Joint Plan of Reorganization of CSC Industries, Inc. and  
Copperweld Steel Company (the "Plan"), was filed on August 16,  
1995.

PLEASE TAKE NOTICE THAT the Exhibit "A" attached to  
this pleading, the Environmental Closure Escrow Agreement, hereby  
amends Exhibit I.A.45 by replacing it in its entirety.

Dated: October 18, 1995

Respectfully submitted,



David G. Heiman (0038271)  
Heather Lennox (0059649)  
JONES, DAY, REAVIS & POGUE  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
(216) 586-3939

ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION -

## ENVIRONMENTAL AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into by and among the Ohio Environmental Protection Agency (the "Ohio EPA"), the Liquidation Trust, as defined herein.

### RECITALS

A. Pursuant to Second Amended Joint Plan of Reorganization of CSC Industries, Inc. and Copperweld Steel Company, as modified (the "Plan"); Copperweld Steel Company, an Ohio corporation ("Copperweld"), and CSC Industries, Inc. a Delaware corporation (collectively with Copperweld, the "Settlors"), established a trust for the purpose of distributing the Settlors' assets in accordance with the provisions of the Plan (the "Liquidation Trust").

B. Section V.C. of the Plan (a copy of which has been delivered to the Escrow Agent) contemplates the establishment by the Settlors of an escrow fund to provide all holders of Allowed Class 5A claims (as defined in Section II.B.2.b. of the Plan), of which the Ohio EPA is a member, with a pro rata beneficial interest in certain funds to be deposited in a fund to effect the remediation and closure of certain real estate to be retained by the Settlor's bankruptcy estate (the "Sludge Ponds").

C. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meaning ascribed to them in the Plan.

### PROVISIONS

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Deposit of Escrow Payment. On behalf of the State of Ohio, Ohio EPA, the Liquidation Trust hereby agrees to deposit with Ohio EPA \$3,884,375.00 (the "Escrow Amount"), on or before January 10, 1996, as provided in Section IV.B.2.a of the Plan. The State of Ohio, Ohio EPA shall deposit the Escrow Amount into an account or accounts of the State of Ohio ("Escrow Account") and disburse the Escrow Amount, together with all interest and other income which may be earned thereon (collectively referred to as "Escrow Fund"), in accordance with the terms and provisions of this Agreement.

2. Purpose of Escrow. The parties acknowledge and agree that the Escrow Amount will be deposited with, and the Escrow Fund is to be held by, the State of Ohio, Ohio EPA under the provisions of this Agreement solely for the purpose of effecting the remediation and closure of the Sludge Ponds, as contemplated by Section IV.B.2.a of the Plan (the "Closure"). The Escrow Fund shall terminate upon the earlier to occur of the following: (a) exhaustion of all funds held therein or (b) satisfactory completion of the Closure. Nothing in this Agreement imposes upon the State of Ohio,

*\* The State of Ohio, Ohio EPA reserves all its rights to appeal and otherwise object to the Confirmation*

~~Ohio EPA an obligation to close the acid sludge lagoons. Funds remaining in the Escrow Fund following satisfactory completion of closure shall be transferred to the State of Ohio for the State's unrestricted use.~~

3. Other Agreements of the Parties.

3.1 Amendment. This Agreement may not be amended, modified, or supplemented unless by a written instrument signed by all parties to this Agreement.

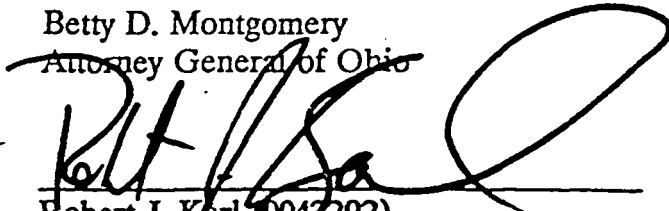
3.2 Governing Law. This Agreement shall be governed by and shall be construed and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement on October 11, 1995.

Liquidation Trust

  
By: Kathryn A. Belfance, Esq.  
Title: Trustee

Betty D. Montgomery  
Attorney General of Ohio

  
Robert J. Karl (0042292)  
Assistant Attorney General  
Environmental Enforcement Section  
30 East Broad Street, 25th Floor  
Columbus, OH 43215-3428  
Telephone: (614) 466-2766

Counsel for Ohio Environmental Protection

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
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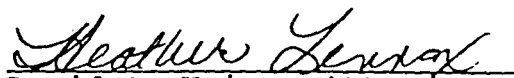
AMENDED EXHIBIT I.A.87 TO SECOND AMENDED JOINT  
PLAN OF REORGANIZATION OF CSC INDUSTRIES, INC.  
AND COPPERWELD STEEL COMPANY

PLEASE TAKE NOTICE THAT the original Exhibit I.A.87,  
the Purchase Agreement, to the Second Amended Joint Plan of  
Reorganization of CSC Industries, Inc. and Copperweld Steel  
Company (the "Plan"), was filed on August 16, 1995.

PLEASE TAKE NOTICE THAT the Exhibit "A" attached to  
this pleading hereby amends Exhibit I.A.87 by adding Amendment  
Nos. 19 through 22 to the Purchase Agreement.

Dated: October 12, 1995

Respectfully submitted,

  
\_\_\_\_\_  
David G. Heiman (0038271)  
Heather Lennox (0059649)  
JONES, DAY, REAVIS & POGUE  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
(216) 586-3939

ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

ATTACHMENT C

**NINETEENTH AMENDMENT**

**TO**

**ASSET PURCHASE AGREEMENT**

THIS NINETEENTH AMENDMENT TO ASSET PURCHASE AGREEMENT (this "Amendment") is made as of the \_\_\_ day of September, 1995 by and between HAMLIN HOLDINGS, INC., an Ohio corporation, as buyer ("Buyer"), and COPPERWELD STEEL COMPANY, debtor and debtor in possession, an Ohio corporation, as seller ("Seller");

W I T N E S S E T H :

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement dated October 28, 1994 (the "October Agreement");

WHEREAS, Buyer and Seller have entered into the First Amendment to Asset Purchase Agreement dated as of December 31, 1994 (the "First Amendment"), the Second Amendment to Asset Purchase Agreement dated as of January 31, 1995 (the "Second Amendment"), the Third Amendment to Asset Purchase Agreement dated as of February 15, 1995 (the "Third Amendment"), the Fourth Amendment to Asset Purchase Agreement dated as of March 2, 1995 (the "Fourth Amendment"), the Fifth Amendment to Asset Purchase Agreement dated as of March 14, 1995 (the "Fifth Amendment"), the Sixth Amendment to Asset Purchase Agreement dated as of March 22, 1995 (the "Sixth Amendment"), the Seventh Amendment to Asset Purchase Agreement dated as of April 1, 1995 (the "Seventh Amendment"), the Eighth Amendment to Asset Purchase Agreement dated as of May 10, 1995 (the "Eighth Amendment"), the Ninth Amendment to Asset Purchase Agreement dated as of May 12, 1995 (the "Ninth Amendment"), the Tenth Amendment to Asset Purchase Agreement dated as of May 19, 1995 (the "Tenth Amendment"), the Eleventh Amendment to Asset Purchase Agreement dated as of May 24, 1995 (the "Eleventh Amendment"), the Twelfth Amendment to Asset Purchase Agreement dated as of May 26, 1995 (the "Twelfth Amendment"), the Thirteenth Amendment to Asset Purchase Agreement dated as of June 2, 1995 (the "Thirteenth Amendment"), the Fourteenth Amendment to Asset Purchase Agreement dated as of June 9, 1995 (the "Fourteenth Amendment"), the Fifteenth Amendment to Asset Purchase Agreement dated as of June 16, 1995 (the "Fifteenth Amendment"), the Sixteenth Amendment to Asset Purchase Agreement dated as of June 23, 1995 (the "Sixteenth Amendment"), the Seventeenth Amendment to Asset Purchase Agreement dated as of July 12, 1995 (the "Seventeenth Amendment"), and the Eighteenth Amendment to Asset Purchase Agreement dated as of August 7, 1995 (the "Eighteenth Amendment") (the October Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the

improvements, and all easements and rights of way of record, certified to Buyer, Buyer's lender and the title insurance company in accordance with the ALTA\ACMS guidelines, and otherwise satisfying the requirements of Buyer's lender.

6. The Plan provides for the establishment of the Environmental Closure Trust to provide for the environmental closure and post-closure care of certain acid sludge lagoons on the real property to be retained by Seller. In order to facilitate construction of a cap system for the acid sludge lagoons, Buyer agrees to permit the trustee of the Environmental Closure Trust (the "Closure Trustee") to remove not more than 77,000 cubic yards of clay from the Real Property, subject to the following terms and conditions:

(a) The Closure Trustee shall be responsible for all costs relating to the selection of, plan for and surveying of the location for the removal of the clay.

(b) The proposed location of, and plan for, removal of the clay from the Real Property shall be subject to the approval of Buyer, in Buyer's sole discretion.

(c) The Closure Trustee shall be responsible for all costs of the clay removal process, including, without limitation, reclamation of the clay removal location. Reclamation of the clay removal location shall consist of regrading and revegetating the location, using enough topsoil to support a sustainable vegetative cover.

(d) The Closure Trustee shall be responsible, to the maximum extent possible under applicable laws and regulations, for securing and complying with all necessary permits for the operation of the clay removal process, including, without limitation, (i) a clay mining permit issued by the Ohio Department of Natural Resources for the removal of the clay; (ii) any "reclamation plan" required under the clay mining permit, which shall comply with the reclamation requirements described in clause (c) above; (iii) if an area of more than five acres is disturbed for clay removal, a construction stormwater permit; and (iv) a fugitive dust permit.

7. From and after the date of this Amendment, all references in the Original Agreement to "the Agreement" or "this Agreement" shall be deemed to mean the Original Agreement as amended by this Amendment.

8. Except to the extent amended by this Amendment, the Original Agreement shall remain in full force and effect in accordance with its terms.

**TWENTY-SECOND AMENDMENT**

**TO**

**ASSET PURCHASE AGREEMENT**

THIS TWENTY-SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (this "Amendment") is made as of the 10th day of October, 1995 by and between HAMLIN HOLDINGS, INC., an Ohio corporation, as buyer ("Buyer"), and COPPERWELD STEEL COMPANY, debtor and debtor in possession, an Ohio corporation, as seller ("Seller");

W I T N E S S E T H :

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement dated October 28, 1994 (the "October Agreement");

WHEREAS, Buyer and Seller have entered into the First Amendment to Asset Purchase Agreement dated as of December 31, 1994 (the "First Amendment"), the Second Amendment to Asset Purchase Agreement dated as of January 31, 1995 (the "Second Amendment"), the Third Amendment to Asset Purchase Agreement dated as of February 15, 1995 (the "Third Amendment"), the Fourth Amendment to Asset Purchase Agreement dated as of March 2, 1995 (the "Fourth Amendment"), the Fifth Amendment to Asset Purchase Agreement dated as of March 14, 1995 (the "Fifth Amendment"), the Sixth Amendment to Asset Purchase Agreement dated as of March 22, 1995 (the "Sixth Amendment"), the Seventh Amendment to Asset Purchase Agreement dated as of April 1, 1995 (the "Seventh Amendment"), the Eighth Amendment to Asset Purchase Agreement dated as of May 10, 1995 (the "Eighth Amendment"), the Ninth Amendment to Asset Purchase Agreement dated as of May 12, 1995 (the "Ninth Amendment"), the Tenth Amendment to Asset Purchase Agreement dated as of May 19, 1995 (the "Tenth Amendment"), the Eleventh Amendment to Asset Purchase Agreement dated as of May 24, 1995 (the "Eleventh Amendment"), the Twelfth Amendment to Asset Purchase Agreement dated as of May 26, 1995 (the "Twelfth Amendment"), the Thirteenth Amendment to Asset Purchase Agreement dated as of June 2, 1995 (the "Thirteenth Amendment"), the Fourteenth Amendment to Asset Purchase Agreement dated as of June 9, 1995 (the "Fourteenth Amendment"), the Fifteenth Amendment to Asset Purchase Agreement dated as of June 16, 1995 (the "Fifteenth Amendment"), the Sixteenth Amendment to Asset Purchase Agreement dated as of June 23, 1995 (the "Sixteenth Amendment"), the Seventeenth Amendment to Asset Purchase Agreement dated as of July 12, 1995 (the "Seventeenth Amendment"), the Eighteenth Amendment to Asset Purchase Agreement dated as of August 7, 1995 (the "Eighteenth Amendment"), the Nineteenth Amendment to Asset Purchase Agreement dated as of September 11, 1995 (the "Nineteenth Amendment"), the Twentieth Amendment to Asset Purchase Agreement dated as of September 26, 1995 (the "Twentieth

Amendment"), and the Twenty-First Amendment to Asset Purchase Agreement dated as of September 27, 1995 (the "Twenty-First Amendment") (the October Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment and the Twenty-First Amendment, is referred to as the "Original Agreement"); and

WHEREAS, Buyer and Seller desire to amend further the Original Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller do hereby agree as follows:

1. Schedule 1.1(e) to the Original Agreement (list of Assigned Contracts) is hereby amended by deleting said Schedule in its entirety and substituting therefor "Third Amended Schedule 1.1(e)" attached to this Amendment (which includes the addendum thereto). Notwithstanding the foregoing, the seven contracts identified on Third Amended Schedule 1.1(e) as the "Bonus Contracts" shall be Assigned Contracts only if the Bonus Contracts are modified such that (a) the Assumed Liabilities include only the "Additional Bonus" payments contemplated by Section 2 of each Bonus Contract, and only to the extent of Additional Bonuses declared prior to the date of this Amendment by Seller's Executive Compensation Committee or Board of Directors and listed on Third Amended Schedule 1.1(e), and (b) the Assumed Liabilities shall not include (i) the "Salary and Benefits Continuation" obligations set forth therein, (ii) any other obligations thereunder other than the Additional Bonuses, as aforesaid, or (iii) any obligations under any employment agreements to which the Bonus Contracts may be supplemental. Notwithstanding Sections 1.4 and 1.7 of the Original Agreement, Buyer agrees to pay any portion of said declared and listed Additional Bonuses that may constitute payments to cure a prepetition default under the Bonus Contracts.

2. The agreements of Buyer and Seller set forth in Section 6 of the Nineteenth Amendment, relating to closure and post-closure care of the acid sludge lagoons on the real property to be retained by Seller (the "Retained Real Property") are hereby amended and supplemented as set forth in this Section. If the State of Ohio Environmental Protection Agency (the "Ohio EPA") or the person closing the acid sludge lagoons located on the Retained Real Property determines that more than 77,000 cubic yards of clay will be required to close the acid sludge lagoons





in accordance with applicable legal requirements, the Ohio EPA or the person closing the acid sludge lagoons may request additional clay from Buyer, and Buyer will provide such additional clay to the person closing the acid sludge lagoons at no cost, subject to the terms and conditions set forth in the Nineteenth Amendment, provided that such clay is reasonably available to Buyer, and further provided that Buyer has no reasonably foreseeable use for such clay.

3. (a) Seller currently operates a spent pickle liquor neutralization plant that discharges into two acid sludge lagoons which in turn discharge into Seller's main wastewater treatment lagoon ("Main Lagoon"). All water discharged into the Main Lagoon is treated at Seller's wastewater treatment plant. The outfall from the wastewater treatment plant is covered by NPDES Permit No. 31D00050\*GD. Buyer is not acquiring certain portions of Seller's real property, including the real property on which the two acid sludge lagoons are located and will employ alternative methods of disposing of spent pickle liquor commencing on the Closing Date.

(b) The Ohio EPA is contemplating the closure of the acid sludge lagoons. Based on current information, the proposed conceptual method for closing the two lagoons entails dewatering of the acid sludge lagoons (involving the transfer of liquids from the acid sludge lagoons into the Main Lagoon), stabilization of the contents of the acid sludge lagoons, construction of a clay cap over the stabilized contents of the acid sludge lagoons, and post-closure care of the acid sludge lagoons. The Ohio EPA may accept some other closure of the acid sludge lagoons, in light of an evaluation of the risks associated with the lagoons. Nothing in this Amendment imposes upon the Ohio EPA an obligation to close the acid sludge lagoons.

(c) Subject to the following terms, Buyer agrees to accept and treat, through its existing wastewater treatment system in the Main Lagoon and at no cost to the Ohio EPA or the person closing the acid sludge lagoons, all liquids from the dewatering process of the acid sludge lagoons and all stormwater collected in the acid sludge lagoons during the closure process. Upon completion of the closure of the acid sludge lagoons, treatment of any stormwater from the area of the closed lagoons becomes the sole responsibility of the owner of the acid sludge lagoons.

(d) Buyer reserves the right to limit the flow of water to be accepted from the acid sludge lagoons to that which will not cause any material risk of violation of Buyer's NPDES permit limitations, including flow limitations, or present any risk of overflow, inundation of, overloading of, or interference with the operation of Buyer's existing wastewater lagoons, pumping systems or treatment system. The person closing the acid sludge lagoons shall not discharge any "hazardous waste" as that

term is defined in Ohio Administrative Code Chapter 3745. The person closing the acid sludge lagoons will make acceptable arrangements with Buyer for all discharges prior to any discharge release from the acid sludge lagoons to the Main Lagoon.

4. The Official Committee of Unsecured Creditors (the "Committee") and the USWA have asserted that certain capital improvements made in recent months by Seller are solely for Buyer's benefit and do not benefit Seller's estate. As a compromise of the issues raised by the Committee and the USWA, Seller and Buyer agree that Section 2.1 (Purchase Price) of the Original Agreement is hereby amended by deleting Section 2.1(b) in its entirety and substituting therefor the following:

"(b) "Purchase Price" means Twenty-Seven Million Four Hundred Twenty Thousand Dollars (\$27,420,000), which shall be payable by Buyer to Seller as follows: (i) cash in an amount equal to Fifteen Million One Hundred Forty Thousand Dollars (\$15,140,000), subject to the Final Statement Adjustment provided in Section 2.1(c) and the adjustment provided in Section 2.1(d); and (ii) a promissory note executed by Buyer payable to Seller in the principal amount of Twelve Million Two Hundred Eighty Thousand Dollars (\$12,280,000) in the form attached hereto as Exhibit A (the "Purchase Price Note"), subject to the adjustment provided in Section 2.1(d)."

As part of said compromise, Buyer agrees to pay those invoices relating to the Designated Capital Improvements (as hereinafter defined) which have not been paid prior to the Closing, and Buyer further agrees that its obligations to pay said invoices shall not be taken into account as an Assumed Liability for purposes of determining the Final Statement Adjustment. As used in this Section, "Designated Capital Improvements" means those capital improvements identified on Attachment 1 attached hereto.

5. Buyer and Seller agree that, for purposes of determining the value of the Inventory on the Closing Date for the Final Statement Adjustment, the adjustment (whether increase or decrease) to Seller's book value of the Inventory to reflect the results of the physical inventory shall not exceed \$135,000.

6. Buyer and Seller agree that the Personal Property and the Inventory (each constituting part of the Acquired Assets) to be conveyed to Buyer (or its nominee) on the Closing Date shall include all machinery, equipment, furniture, fixtures, replacement and spare parts, operating supplies, vehicles, computer hardware and software and other similar personal property, and all inventories of raw materials, work in progress, finished goods, goods in transit and other items properly treated as inventory, acquired or produced (and excludes all such items disposed of in the ordinary course of business) since the date of the October Agreement and prior to the Closing Date.

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

In re: ) Case Nos. 93-41898  
) and 93-41899  
CSC INDUSTRIES, INC. )  
and ) Judge William T. Bodoh  
COPPERWELD STEEL COMPANY, )  
) Chapter 11  
\_\_\_\_\_  
Debtors. )

**NOTICE OF ENTRY OF CONFIRMATION ORDER AND EFFECTIVE DATE  
OF SECOND AMENDED JOINT PLAN OF REORGANIZATION OF  
CSC INDUSTRIES, INC. AND COPPERWELD STEEL COMPANY**

TO ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN  
THE ABOVE-CAPTIONED DEBTORS AND DEBTORS IN POSSESSION  
AND ALL OTHER PARTIES IN INTEREST,  
PLEASE TAKE NOTICE THAT:

**CONFIRMATION AND EFFECTIVE DATE OF THE PLAN**

By Order dated September 28, 1995 (the "Confirmation Order"), this Court has confirmed the Second Amended Joint Plan of Reorganization of CSC Industries, Inc. and Copperweld Steel Company, as modified (the "Plan"). Unless otherwise defined in this Notice, capitalized terms and phrases have the meanings assigned to them in the Plan and the Confirmation Order. On October 11, 1995, the Effective Date, the Restructuring Transactions contemplated by the Plan, including the consummation of the Sale Transaction and the Lutz Transaction occurred.

**RELEASES**

Except as otherwise provided in the Plan or the Confirmation Order, the rights afforded under the Plan and the treatment of Claims and Interests under the Plan

will be in exchange for and in complete satisfaction and release of all Claims and termination of all Interests. Except as otherwise provided in the Plan or the Confirmation Order, no holder of Claim or Interest may, on account of such Claim or Interest, seek or receive any payment or distribution from, or seek recourse against, any assets of the Debtors, the Liquidation Trust, Hamlin or their respective property, except as provided in Section X.C of the Plan. In addition, except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date all Interests and other rights of equity security holders in the Debtors shall be cancelled and of no further force and effect.

### **RELEASES BY RECIPIENTS OF DISTRIBUTIONS**

Except as otherwise provided in the Plan, and only to the extent permitted under applicable law each entity receiving a distribution pursuant to the Plan on account of its Allowed Claim (including all entities acquiring rights under any Special Trust or the Liquidation Trust) shall be deemed to forever release and waive all known and unknown claims, debts, rights and causes of action of any nature that such entity has, had or may have against: (a) the Debtors' present and former directors, officers, employees, agents, attorneys, accountants, investment bankers and other representatives; (b) Congress; and (c) Hamlin. The foregoing does not include (i) claims, debts, rights and causes of action that Congress has, had or may have against Hamlin; (ii) claims, debts, rights or causes of action to enforce the terms of the Plan, including the provisions of Section IV.B.2.c.iii of the Plan; (iii) claims, debts, rights and causes of action that first arise after the Effective Date; (iv) claims, debts, rights and causes of action that do not arise from a relationship of the applicable released entity to a Debtor; or (v) claims, debts, rights or causes of action of the Ohio EPA or the U.S. EPA against directors (other than Daido directors), officers, employees, agents or representatives of the Debtors. The Confirmation Order shall enjoin the prosecution, whether directly, derivatively or otherwise, of any claim, debt, right or cause of action released or to be released pursuant to the Plan. Notwithstanding any of the foregoing, with respect to the Ohio EPA or the U.S. EPA, the Confirmation Order shall not release Hamlin, or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction, from any liability under environmental laws for the assessment, cleanup, remediation and correction of any conditions that exist on the property purchased pursuant to the Sale Transaction (whether such conditions were created before or after the Effective Time of the Sale Transaction), and nothing shall release Hamlin or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction from complying with applicable environmental laws; *provided, however*, that neither Hamlin nor any subsequent owner or operator of the property purchased pursuant to the Sale Transaction shall be liable for penalties for violations that may have been committed by the Debtors on the property purchased pursuant to the Sale Transaction prior to the Effective Time of the Sale Transaction.

## RELEASE OF DAIDO

On the Effective Date, (1) each Plan Participant (other than (a) Daido and (b) Hamlin solely to the extent that it may affect the technology agreement entered into between Daido and Hamlin), and (2) each holder of a Claim or Interest, for itself and its predecessors, successors, estates and assigns, shall be deemed to have released and forever discharged: (i) Daido, (ii) the predecessors, successors and assigns of Daido; and (iii) the respective present and former directors, officers, employees and agents, consultants and attorneys of the foregoing entities, acting in such capacity, from any claims, obligations, debts, rights or causes of action, whether known or unknown, existing or hereafter arising, directly or indirectly related to or in connection with the Debtors or property of the Estates, including the claims, debts, rights or causes of action asserted in the Creditors' Committee Litigation based upon any act, omission, transaction or other occurrence taking place on or prior to the Effective Date. In addition, on the Effective Date, the Debtors shall be deemed to have released and forever discharged: (1) IBJ, (2) Tokai, (3) Sanwa Bank Limited, Chicago Branch, (4) Sanwa Business Credit Corporation, (5) Pitney Bowes Credit Corporation and (6) Marubeni (solely in respect of Marubeni's transactions with the Debtors resulting from Marubeni's financing of the Debtors' wastewater treatment facility) from any and all claims, debts, rights or causes of action related to or in connection with the Debtors, including any Avoidance Action. Notwithstanding the foregoing, nothing in Section X.B of the Plan shall prevent the enforcement of the Plan, or of any contract, instrument, release or other agreement or document created or entered into in connection with the Plan (including documents of transfer of title), against any of the entities released in Section X.B of the Plan. Notwithstanding anything to the contrary contained in the Plan or the Confirmation Order, if the Confirmation Order is vacated, reversed, amended or otherwise modified and, as a consequence, Congress again has a Claim against the Debtors, the Estates or the Liquidation Trust, the attorney stipulations dated December 14, 1993 and November 28, 1994, between counsel to Congress and counsel to Daido shall be in full force and effect as if the Confirmation Order had not been entered and shall be binding upon Daido and its successors and assigns.

## INJUNCTION

As of the Confirmation Date, all holders of Claims or Interests are permanently enjoined from taking any of the following actions: (i) commencing or continuing in any manner or in any place, any action or other proceeding on account of such Claim or Interest against the Plan Participants or property that is to be distributed under the Plan, other than to enforce any right to receive property under the Plan; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against any property that is to be distributed to Claim holders under the Plan, other than as permitted under (i) above; (iii) creating, perfecting or enforcing any lien or encumbrance against any property that is to be distributed pursuant to the Plan or transferred or conveyed pursuant to the Sale Transaction or the Luntz Transaction, other than as permitted under (i) above; (iv) commencing or continuing against Hamlin

or against any person or entity as an alleged successor to a Debtor in any manner or in any place, any action or other proceeding on account of such Claim or Interest; (v) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to a Debtor, the Liquidation Trustee, the Special Trustees or Hamlin; and (vi) commencing or continuing any action, in any manner or in any place, that does not comply with or is inconsistent with the provisions of the Plan; *provided, however,* that during the period from the Confirmation Date through and including the Effective Date, notwithstanding anything contained herein to the contrary, nothing in the Plan or the Confirmation Order shall in any way affect Congress' rights and remedies under the Postpetition Credit Agreement with respect to any Claim of Congress under the Postpetition Credit Agreement. Nothing in Section X.C of the Plan shall affect claims of Congress against Hamlin in respect of the postconfirmation secured financing to be provided to Hamlin by Congress. Notwithstanding the foregoing, nothing in Section X.C of the Plan shall prevent the enforcement of the Plan, or of any contract, instrument, release or other agreement or document created or entered into in connection with the Plan (including documents of transfer of title), against any of the entities enjoined in Section X.C of the Plan. Nothing in the Plan or the Confirmation Order shall impede or prevent, or be deemed to impede or prevent Congress from enforcing any of its rights and remedies against Hamlin (or its nominees, successors or assigns) under the postconfirmation loan documents, and nothing in the Plan or this Confirmation Order shall be deemed to modify Congress' commitment letter to Hamlin. Notwithstanding any of the foregoing, with respect to the Ohio EPA and the U.S. EPA, the Confirmation Order shall not enjoin the Ohio EPA or the U.S. EPA from asserting against Hamlin, or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction, any liability under environmental laws for the assessment, cleanup, remediation and correction of any conditions that exist on the property purchased pursuant to the Sale Transaction (whether such conditions were created before or after the Effective Time of the Sale Transaction), and nothing shall enjoin the Ohio EPA or the U.S. EPA from requiring Hamlin or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction to comply with applicable environmental laws; *provided, however,* that neither Hamlin nor any subsequent owner or operator of the property purchased pursuant to the Sale Transaction shall be liable for penalties for violations that may have been committed by the Debtors on property purchased pursuant to the Sale Transaction prior to the Effective Time of the Sale Transaction. In addition, notwithstanding any of the foregoing, with respect to the Ohio EPA and the U.S. EPA, the Confirmation Order shall not enjoin the Ohio EPA or the U.S. EPA from asserting against Luntz, or any subsequent owner or operator of the property purchased pursuant to the Luntz Transaction, any liability under environmental laws for the assessment, cleanup, remediation and correction of any conditions that exist on the property purchased pursuant to the Luntz Transaction (whether such conditions were created before or after the Effective Time of the Luntz Transaction), and nothing shall enjoin the Ohio EPA or the U.S. EPA from requiring Luntz or any subsequent owner or operator of the property purchased pursuant to the Luntz Transaction to comply with applicable environmental laws.

Except as otherwise provided in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or otherwise extant will remain in full force and effect until the Effective Date.

### **EXEMPTIONS FROM TAXATION**

Pursuant to section 1146(c) of the Bankruptcy Code: (i) the creation or transfer of any mortgage, deed of trust, or other security interest; (ii) the making or assignment of any lease or sublease; or (iii) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including any agreements of consolidation; deed; bills of sale; assignments; assignments, assumptions or delegations of any asset, property, right, liability, duty or obligation; or instruments of transfer executed in connection with any of the Restructuring Transactions consummated pursuant to Section V.B of the Plan, shall not be subject to any stamp tax, real estate transfer tax or similar tax.

### **BAR DATES FOR ASSERTING CERTAIN CLAIMS**

Except as set forth below, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Liquidation Trust no later than 30 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Claims and that do not File and serve a request by the applicable Bar Date shall be forever barred from asserting such Claims, including such Claims against the Debtors, the Liquidation Trust or their respective property. Objections to such requests must be Filed and served on the Liquidation Trust (if not Filed by the Liquidation Trust) and the requesting party by the later of: (i) 75 days after the Effective Date or (ii) 60 days after the Filing of the applicable request for payment of Administrative Claims.

Professionals or other entities requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) and 1103 of the Bankruptcy Code for services rendered before the Effective Date (including compensation requested pursuant to section 503(b)(3) and (4) of the Bankruptcy Code by any Professional or other entity for making a substantial contribution in any Chapter 11 Case) must File and serve on the Liquidation Trust and such other entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of compensation and reimbursement of expenses no later than 45 days after the Effective Date; *provided, however*, that any Professional who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses for services rendered before the Effective Date, without further Court review or approval, pursuant to the Ordinary Course Professionals Order. Objections to applications of Professionals or other entities for compensation or reimbursement of

expenses must be Filed and served on the Liquidation Trust (if not Filed by the Liquidation Trust) and the requesting party by the later of: (i) 65 days after the Effective Date and (ii) 20 days after the Filing of the applicable request for the payment of Administrative Claims.

Holders of Administrative Claims based on liabilities incurred by a Debtor in the ordinary course of its business (including Administrative Claims that are Trade Claims, Administrative Claims of governmental units for taxes and Administrative Claims arising from or under those executory contracts and unexpired leases of the kind described in Section VI.A of the Plan (other than Administrative Claims relating to cure amounts)) will not be required to File or serve any request for payment of such Claims.

Holders of Administrative Claims under or evidenced by the Postpetition Credit Agreement will not be required to File or serve any request for payment of such Claims. Hamlin shall not be required to File or serve any request for payment in respect of Purchase Agreement Responsibilities except to the extent of the requirements set out in the Purchase Agreement.

If the rejection of an executory contract or unexpired lease pursuant to Section VI.A of the Plan gives rise to a Claim by the other party or parties to such contract or lease, such Claim shall be forever barred and will not be enforceable against the Debtors, the Liquidation Trust or their respective property unless a proof of Claim is Filed and served on the Liquidation Trust no later than 30 days after the later of: (i) the Effective Date, (ii) delivery of a notice of amendment pursuant to Section VI.A.1 of the Plan providing for the rejection of the applicable executory contract or unexpired lease.



Copies of the Confirmation Order may be obtained by telephoning Mr. Joseph D'Angelo at Mill Creek Supply Company (216) 747-7447.

Dated: Youngstown, Ohio  
September 28, 1995

BY ORDER OF THE UNITED  
STATES BANKRUPTCY COURT FOR THE  
NORTHERN DISTRICT OF OHIO, EASTERN  
DIVISION

COUNSEL:

David G. Heiman  
Heather Lennox  
JONES, DAY, REAVIS & POGUE  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
(216) 586-3939

Shawn M. Riley  
McDONALD, HOPKINS, BURKE &  
HABER CO., L.P.A.  
2100 Bank One Building  
600 Superior Avenue, East  
Cleveland, Ohio 44114  
(216) 348-5400

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YOUNGSTOWN

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

In re: )  
CSC INDUSTRIES, INC. ) Case Nos. 93-41898  
and ) and 93-41899  
COPPERWELD STEEL COMPANY, )  
Debtors. ) Judge William T. Bodoh  
Chapter 11

---

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER  
CONFIRMING THE SECOND AMENDED JOINT PLAN OF  
REORGANIZATION OF CSC INDUSTRIES, INC. AND  
COPPERWELD STEEL COMPANY

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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

In re: )  
CSC INDUSTRIES, INC. ) Case Nos. 93-41898  
and ) and 93-41899  
COPPERWELD STEEL COMPANY, )  
Debtors. ) Judge William T. Bodoh  
Chapter 11

---

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER  
CONFIRMING THE SECOND AMENDED JOINT PLAN OF  
REORGANIZATION OF CSC INDUSTRIES, INC. AND  
COPPERWELD STEEL COMPANY

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The Debtors<sup>1</sup> having to have proposed the Second Amended Joint Plan of Reorganization of CSC Industries, Inc. and Copperweld Steel Company, dated August 25, 1995 (the "August 25 Plan"), and proposed modifications to the August 25 Plan

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<sup>1</sup> Unless otherwise specified, capitalized terms and phrases used herein have the meanings assigned to them in the Plan (as defined herein) or in the Second Amended Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code in Respect of the Second Amended Joint Plan of Reorganization of CSC Industries, Inc. and Copperweld Steel Company (the "Disclosure Statement"). The rules of interpretation set forth in Section I.B.1 of the Plan shall apply to these Findings of Fact, Conclusions of Law and Order (this "Confirmation Order"). In addition, in accordance with Section I.A of the Plan, any term used in the Plan or this Confirmation Order that is not defined in the Plan or this Confirmation Order, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules.



(the "Modifications") on September 26, 1995 and September 27, 1995 (the August 25 Plan, as modified by the Modifications, being referred to herein as the "Plan").<sup>2</sup> The Court entered an order, dated August 23, 1995, approving the Disclosure Statement, establishing procedures for the solicitation and tabulation of votes to accept or reject the Plan, scheduling a hearing on Confirmation and on sale of certain of the Debtors' assets free and clear of liens, claims, encumbrances and interests pursuant to the Plan and approving notice procedures relating to such hearing and providing related relief (the "Disclosure Statement Order"). The Declaration of William R. Gruber, Jr. was filed on September 26, 1995, certifying the method and results of the ballot tabulation for the Classes of Claims voting to accept or reject the Plan (the "Voting Declaration"). The Court established, in the Disclosure Statement Order, September 27, 1995 at 9:00 a.m. as the date and time of the hearing pursuant to section 1129 of the Bankruptcy Code to consider Confirmation of the Plan and the sale of certain of the Debtors' assets free and clear of liens, claims, encumbrances and interests pursuant to the Plan (the "Confirmation Hearing"). The Affidavit of Service by Mail by William R. Gruber, Jr., dated September 7, 1995, was filed with respect to the mailing of the notice of the Confirmation Hearing (the "Mailing Declaration") in accordance with the Disclosure Statement Order. A Declaration of Publication dated September 21, 1995, (the "Declaration of

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<sup>2</sup> Copies of the August 25 Plan (without the Exhibits thereto) and the Modifications are attached hereto collectively as Exhibit A and incorporated herein by reference.

Publication"), was filed with respect to the publication of notice of the Confirmation Hearing in each of the publications specified in accordance with the Disclosure Statement Order. The Debtors seek, pursuant to Plan, an order substantively consolidating the Estates of the Debtors. The Court has reviewed the Plan, the Disclosure Statement, the Disclosure Statement Order, the Voting Declaration, the Mailing Declaration, the Declaration of Publication, the Memorandum of Law in Support of Confirmation of the Plan of Reorganization, filed by the Debtors on September 26, 1995 (the "Confirmation Memorandum"), and all filed objections and responses to, and statements and comments regarding, Confirmation or Substantive Consolidation, as reflected in the record at the Confirmation Hearing, and the responses of the Debtors to the objections, filed on September 26, 1995. The Court has heard the statements of counsel in support of and in opposition to Confirmation and Substantive Consolidation at the Confirmation Hearing. The Court has considered all testimony presented and evidence admitted at the Confirmation Hearing and taken judicial notice of the papers and pleadings on file in the Chapter 11 Cases. The Court finds that (i) notice of the Confirmation Hearing and the opportunity of any party in interest to object to Confirmation or Substantive Consolidation were adequate and appropriate, in accordance with Bankruptcy Rule 2002(b), as to all parties to be affected by the Plan and the transactions contemplated thereby and (ii) the legal and factual bases set forth in the Confirmation Memorandum and presented at the Confirmation Hearing establish just cause for

the relief granted herein. Therefore, the Court hereby makes the following Findings of Fact, Conclusions of Law and Order.<sup>3</sup>

**I. FINDINGS OF FACT.**

**A. JURISDICTION AND VENUE.**

On November 22, 1993, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors were and are qualified to be debtors under section 109(a) of the Bankruptcy Code. The principal place of business of the Debtors is Warren, Ohio. Accordingly, venue for the Chapter 11 Cases in the Northern District of Ohio was proper as of the Petition Date pursuant to 28 U.S.C. § 1408 and Local Bankruptcy Rule 4:0.3 and continues to be proper.

**B. COMPLIANCE WITH THE REQUIREMENTS OF SECTION 1129 OF THE BANKRUPTCY CODE.**

**1. Section 1129(a)(1) -- Compliance of the Plan with Applicable Provisions of the Bankruptcy Code.**

The Plan complies with all applicable provisions of the Bankruptcy Code, as required by section 1129(a)(1) of the Bankruptcy Code, including sections 1122 and 1123.

**a. Sections 1122 and 1123(a)(1)-(4) -- Classification and Treatment of Claims and Interests.**

Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article II of the Plan designates Classes of

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<sup>3</sup> This Confirmation Order constitutes the Court's findings of fact and conclusions of law under Fed. R. Civ. P. 52, as made applicable by Bankruptcy Rules 7052 and 9014. Any finding of fact shall constitute a finding of fact even if it is stated as a conclusion of law, and any conclusion of law shall constitute a conclusion of law even if it is stated as a finding of fact.

Claims and Interests, other than Administrative Claims and Priority Tax Claims.<sup>4</sup> As required by section 1122(a), each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. Claims and Interests are classified separately in Classes 1 through 6E. Such classification is proper under section 1122(a) because such Claims and Interests have differing rights among each other and against the assets of the Debtors or differing interests in the Debtors or their reorganization. Additionally, in accordance with section 1122(b) of the Bankruptcy Code, the Plan provides for a Class of general Unsecured Claims of \$250 or less. This Class is reasonable and necessary for administrative convenience. Pursuant to sections 1123(a)(2) and (3) of the Bankruptcy Code, Articles II and IV of the Plan, respectively, specify all Classes of Claims and Interests that are not impaired under the Plan and the treatment of all Classes of Claims and Interests that are impaired under the Plan. Pursuant to section 1123(a)(4) of the Bankruptcy Code, Article IV of the Plan also provides the same treatment for each Claim or Interest within a particular Class, unless the holder of a Claim or Interest agrees to less favorable treatment of its Claim or Interest.

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<sup>4</sup> Classes of Administrative Claims and Priority Tax Claims are not required to be designated pursuant to section 1123(a)(1) of the Bankruptcy Code.

**b. Section 1123(a)(5) -- Adequate Means for Implementation of the Plan.**

Pursuant to section 1123(a)(5) of the Bankruptcy Code, Article V and the various other provisions of the Plan provide adequate means for the Plan's implementation. Those provisions relate to, among other things: (i) the consummation of the Restructuring Transactions (including the Sale Transaction, the Luntz Transaction, the transfer of the Debtors' property to the Liquidation Trust pursuant to the Plan and the dissolution of CSC and Copperweld in their Board of Directors' discretion, pursuant to the Delaware General Corporation Law and Ohio General Corporation Law, respectively); (ii) the cancellation of the Capital Stock; (iii) the establishment of the Special Trusts and the distribution of cash, in satisfaction of Administrative Claims and priority Claims; (iv) the transfer of Daido's liens to the Liquidation Trust on the Effective Date; and (v) the cancellation of the Daido Loan Agreements. Moreover, the Debtors will have sufficient cash to make all payments required to be made on the Effective Date pursuant to the terms of the Plan.

**c. Section 1123(a)(6) -- Prohibition Against the Issuance of Nonvoting Equity Securities.**

The Plan is not required to satisfy the requirements of section 1123(a)(6) of the Bankruptcy Code because (i) the Plan provides for the dissolution of the Debtors on the Effective Date pursuant to Section V.B.7 of the Plan and (ii) no equity securities are to be distributed to holders of Claims or Interests under the Plan.

**d. Section 1123(a)(7) -- Selection of Managers and Officers in a Manner Consistent with the Interests of Creditors and Equity Security Holders and Public Policy.**

The initial managers and officers of Newco (as such term is defined in the Disclosure Statement) shall be the persons listed on the Notice of Managers and Officers of Newco. Each such manager and officer will serve from and after the Effective Date until his or her successor is elected and qualified in accordance with the terms of the articles of organization or operating agreement of Newco. In accordance with section 1123(a)(7) of the Bankruptcy Code (to the extent applicable), the initial managers and officers of Newco have been selected in a manner consistent with the interests of the holders of Claims and Interests and public policy. Because Newco will be a limited liability company, it will have no directors.

**e. Section 1123(b)(1)-(2) -- Impairment of Claims and Interests and Assumption, Assumption and Assignment or Rejection of Executory Contracts and Unexpired Leases.**

Pursuant to section 1123(b)(1) of the Bankruptcy Code, Article IV of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests. In accordance with section 1123(b)(2) of the Bankruptcy Code, Article VI of the Plan provides for the assumption, assumption and assignment or rejection of the executory contracts and unexpired leases of the Debtors that have not been previously assumed, assumed and assigned or rejected pursuant to section 365 of the Bankruptcy Code and appropriate authorizing orders of the Court or that are not the subject of any motion regarding assumption, assumption

and assignment or rejection that is pending as of the Confirmation Date.

**f. Section 1123(b)(3) -- Retention, Enforcement and Settlement of Claims Held by the Debtors.**

(i) Section V.H.1 of the Plan provides that, except as provided in the Plan or in any contract, instrument, release or other agreement entered into in connection with the Plan, pursuant to section 1123(b) of the Bankruptcy Code, the Liquidation Trust and its successors will retain and may enforce any claims, debts, rights and causes of action that the Debtors or the Estate may hold against any entity, including Avoidance Actions and the Marubeni Avoidance Action, whether or not Filed prior to the Effective Date. The Liquidation Trust and its successors may pursue such retained claims, debts, rights or causes of action as appropriate, in accordance with the Plan and the best interests of the Debtors or their successors holding such rights of action. On the Effective Date, the Liquidation Trust will be deemed to have been appointed, without further order of this Court, as the representative of the Estates within the meaning of section 1123(b)(3)(B) of the Bankruptcy Code.

(ii) Section X.B of the Plan provides for certain releases of Daido by each Plan Participant and each holder of a Claim or Interest.

**g. Section 1123(b)(4) -- Sale of Substantially All of the Property of the Estate.**

Sections V.B.1 through 3 of the Plan provide for the sale or liquidation of substantially all of the property of the Estate and the distribution of the sale and liquidation proceeds

to the holders of Claims by, among other things, (i) the consummation of the Sale Transaction and the Luntz Transaction and (ii) the creation of the Liquidation Trust and the performance by the Liquidation Trustee of the obligations set forth in the Plan and the Liquidation Trust Agreement.

**h. Section 1123(b)(5) -- Other Provisions Not Inconsistent with Applicable Provisions of the Bankruptcy Code.**

The Plan includes additional appropriate provisions that are not inconsistent with applicable provisions of the Bankruptcy Code, including: (i) the provisions of Article VI of the Plan governing the assumption, assumption and assignment or rejection of executory contracts and unexpired leases; (ii) the provisions of Article VII of the Plan governing distributions on account of Allowed Claims; (iii) the provisions of Article VIII of the Plan establishing procedures for resolving Disputed Claims and making distributions on account of such Disputed Claims once resolved; and (iv) the provisions of Article XI of the Plan regarding retention of jurisdiction by the Court over certain matters subsequent to the Effective Date.

**2. Section 1129(a)(2) -- Compliance with Applicable Provisions of the Bankruptcy Code.**

The Debtors have complied with all applicable provisions of the Bankruptcy Code, as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1125 and 1126 of the Bankruptcy Code and Bankruptcy Rules 3017 and 3018; and the Debtors, the Plan Participants and their respective directors, officers, employees, agents and



professionals have acted in "good faith," within the meaning of section 1125(e) of the Bankruptcy Code.

**3. Section 1129(a)(3) -- Proposal of the Plan in Good Faith.**

The Debtors proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the formulation of the Plan. Based on the uncontroverted evidence presented in the Affidavit of Donald J. Caiazza (the "Caiazza Affidavit") dated September 25, 1995, which was attached as Exhibit A to the Confirmation Memorandum, the Court finds and concludes that the Plan has been proposed with the legitimate and honest purpose of maximizing the returns available to creditors. Moreover, the Plan itself, and the arm's-length negotiations among the Debtors, Hamlin and the Debtors' major creditor constituencies leading to the Plan's formulation, provide independent evidence of the good faith of the Debtors in proposing the Plan.

**4. Section 1129(a)(4) -- Bankruptcy Court Approval of Certain Payments as Reasonable.**

Section III.A.6.b.i of the Plan provides that Professionals or other entities requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) and 1103 of the Bankruptcy Code for services rendered before the Effective Date (including compensation requested pursuant to section 503(b)(3) and (4) of the Bankruptcy Code by any Professional or other entity for making a substantial contribution in any Chapter 11 Case) must File and serve on the

Liquidation Trust (as provided in Section XII.I of the Plan) and such other entities who are designated by the Bankruptcy Rules, this Confirmation Order or other order of the Bankruptcy Court, an application for final allowance of compensation and reimbursement of expenses no later than 45 days after the Effective Date, which the Court will review for reasonableness under sections 328 and 330 of the Bankruptcy Code and any applicable case law. Pursuant to the Order Authorizing Procedures for Interim Compensation and Reimbursement of Professionals entered on January 18, 1994 in the Chapter 11 Cases, the Court has authorized the quarterly payment of the fees and expenses of Professionals incurred in connection with the Chapter 11 Cases. All such fees and expenses, however, remain subject to final review for reasonableness by the Court.

**5. Section 1129(a)(5) -- Disclosure of Identity and Affiliations of Proposed Management, Compensation of Insiders and Consistency of Management Proposals with the Interests of Creditors and Public Policy.**

The Debtors and Hamlin have disclosed the identity and affiliations of the proposed managers and officers of Newco and the identity and the compensation of insiders who will be employed or retained by Newco. The appointment of the proposed managers and officers is consistent with the interests of the holders of Claims and Interests and with public policy.

**6. Section 1129(a)(6) -- Approval of Rate Changes.**

The Debtors' businesses do not involve the establishment of rates over which any regulatory commission has or will have jurisdiction after Confirmation.

**7. Section 1129(a)(7) -- Best Interests of Holders of Claims and Interests.**

With respect to each impaired Class of Claims or Interests, each holder of a Claim or Interest in such impaired Class has accepted the Plan or, as demonstrated by the liquidation analysis included as Exhibit D to the Disclosure Statement and the Caiazza Affidavit, will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount such holder would receive or retain if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code.

**8. Section 1129(a)(8) -- Acceptance of the Plan by Each Impaired Class.**

Pursuant to sections 1124 and 1126 of the Bankruptcy Code, (a) as indicated in Article II of the Plan, Classes 1 through 3 are Classes of unimpaired Claims; and (b) as indicated in the Voting Declaration, all impaired Classes, other than Class 5A and Classes 6A through 6E, have accepted the Plan. Because the Plan provides that the holders of Allowed Interests in each of Classes 6A through 6E will not receive or retain any property on account of these Interests, these Classes are deemed not to have accepted the Plan pursuant to section 1126(g) of the Bankruptcy Code. Notwithstanding the lack of compliance with section 1129(a)(8) of the Bankruptcy Code with respect to Classes 5A and 6A through 6E, the Plan is confirmable because, as is more fully set forth in Section I.B.15 of this Confirmation

Order, the Plan satisfies section 1129(b)(1) of the Bankruptcy Code with respect to such Classes.

**9. Section 1129(a)(9) -- Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code.**

The Plan provides for treatment of Administrative Claims, Priority Tax Claims and Claims entitled to priority pursuant to sections 507(a)(3)-(6) of the Bankruptcy Code in the manner required by section 1129(a)(9) of the Bankruptcy Code.

**10. Section 1129(a)(10) -- Acceptance By at Least One Impaired Class.**

As indicated in the Voting Declaration, at least one Class of Claims or Interests that is impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider.

**11. Section 1129(a)(11) -- Feasibility of the Plan.**

Except to the extent liquidation of the Debtors is contemplated by the Plan, Confirmation is not likely to be followed by the liquidation of, or the need for further financial reorganization of, any successor to a Debtor under the Plan.

**12. Section 1129(a)(12) -- Payment of Bankruptcy Fees.**

Section III.A.2 of the Plan provides that, on or before the Effective Date, Administrative Claims for fees payable pursuant to section 1930 of title 28 of the United States Code, 28 U.S.C. § 1930, will be paid in cash equal to the amount of such Administrative Claims.

**13. Section 1129(a)(13) -- Retiree Benefits.**

Section V.D of the Plan provides that, on the Effective Date, Retiree Benefits shall be modified with the consent of the

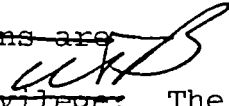
authorized representatives (as such term is defined in section 1114(b) and (c) of the Bankruptcy Code) of the Retirees pursuant to section 1114(e) (1) (B) of the Bankruptcy Code, and holders of Claims on account of Retiree Benefits shall receive the treatment specified in Section IV.B.2.c of the Plan. From and after the Effective Date, the Retiree Benefits, as modified, shall be considered a new plan, fund or program of benefits (and not a continuation of, or a successor to, any of the Debtors' benefit plans) and shall be provided and administered exclusively by the VEBA Trust pursuant to the terms of the VEBA Trust Agreement. This Confirmation Order constitutes an order modifying Retiree Benefits pursuant to section 1114(e) (1) (B) of the Bankruptcy Code.

Objections to the Plan of Reorganization were filed by the Joint Retirees' Committee. In an attempt to resolve these objections, it was agreed:

(a) The Retiree Account (as defined under the VEBA Trust Agreement) shall be funded with the amounts specified in Section IV.B.2.c of the Plan and with a contribution payable by Hamlin, no later than 30 days after the third anniversary of the Effective Date, in an amount not to exceed \$4,000,000, based on the number of members who retire from Hamlin before the third anniversary of the Effective Date, as more particularly set forth in the collective bargaining agreement between Hamlin and the USWA.

(b) There shall be no distinction between members of the VEBA who are non-USWA members and members who are

USWA members based on their status as such with regard to the benefits funded by the Retiree Account, eligibility for such benefits and coverage thereunder, or with regard to any changes or modifications thereto.

(c) Pursuant to the VEBA Trust Agreement, a VEBA Advisory Committee shall be established. The Joint Retirees' Committee shall appoint two non-USWA members to serve as the VEBA Advisory Committee. A vacancy in the VEBA Advisory Committee shall be filled by a non-USWA member appointed by the remaining members of the VEBA Advisory Committee. The members of the VEBA Advisory Committee shall be entitled to attend all meetings of the VEBA board of trustees and express their views on all matters relevant to the VEBA Trust, ~~except where executive sessions are necessary to preserve the attorney-client privilege.~~  The reasonable administrative expenses of the members of the VEBA Advisory Committee shall be paid by New Copperweld (as defined in the VEBA Trust Agreement), to the extent not paid by Copperweld, in a manner consistent with the payment of the trustees' administrative expenses under Article 4 of the VEBA Trust Agreement. The members of the VEBA Advisory Committee will have access to all books and records of the transactions of the VEBA Trust and all written minutes of the board of trustees. These books, records and minutes shall be open to inspection by the VEBA Advisory Committee members upon reasonable notice and subject to the reasonable

C administrative convenience of the VEBA board of trustees and/or manager.

(d) A "member" of the VEBA Trust shall be defined (using the terms of the VEBA Trust Agreement) as: (i) a former Employee of Old Copperweld who had retired under an Old Copperweld Pension Plan on or before the Effective Date and who is entitled to retiree welfare benefits from Old Copperweld; (ii) an Employee who is eligible as of the Effective Date to retire with an immediately-payable pension and who would be entitled to retiree welfare benefits from Old Copperweld as of the Effective Date; (iii) a "Surviving Spouse," as that term is defined in Section 1.30 of the VEBA Trust Agreement, and who is entitled to retiree welfare benefits from Old Copperweld; and (iv) a "Nonworking Employee," as that term is defined in Section 1.22 of the VEBA Trust Agreement.

It was further agreed that provisions effectuating the foregoing shall be included in the VEBA Trust Agreement and, in reliance thereon, the objections of the Joint Retirees' Committee have been withdrawn.

**14. Bankruptcy Rule 3016(b).**

The Plan is dated and identifies the entities submitting the Plan.

**15. Section 1129(b) -- Confirmation of the Plan Over the Nonacceptance of Certain Impaired Classes.**

Pursuant to section 1129(b)(1) of the Bankruptcy Code, the Plan is confirmed notwithstanding that (a) holders of Claims in Class 5A have voted to reject the Plan, and (b) holders of

Interests in Classes 6A through 6E are impaired and that such Classes are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. The Plan does not discriminate unfairly and is fair and equitable with respect to the holders of Claims in Class 5A and Interests in Classes 6A through 6E. No holder of Claims or Interests junior to the Claims in Class 5A will receive or retain any property under the Plan on account of such junior Claims or Interests, and no Class of Claims senior to Claims in Class 5A is receiving more than full payment on account of the Claims in such Class. No holder of Claims or Interests junior to the Interests classified in Classes and 6A through 6E will receive or retain any property under the Plan on account of such junior Claims or Interests, and no Class of Claims senior to Interests in Classes 6A through 6E is receiving more than full payment on account of the Claims in such Class.

**16. Section 1129(d).**

The primary purpose of the Plan is not avoidance of taxes or avoidance of the requirements of section 5 of the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa (the "Securities Act"), and there has been no objection filed by any governmental unit asserting such avoidance.

**C. SATISFACTION OF CONDITIONS TO CONFIRMATION.**

Each of the conditions precedent to the entry of this Confirmation Order, as set forth in Section IX.A of the Plan, has been satisfied.



**D. SUBSTANTIVE CONSOLIDATION.**

No creditor of the Debtors will be prejudiced by the Substantive Consolidation of the Debtors and the Estates since such consolidation will not affect or alter the amount or the nature of the distributions to be made to creditors under the Plan.

**E. GOOD FAITH ACTIONS.**

The Debtors are, and at all times relevant hereto have been, unrelated to Hamlin Holdings, Inc. and Newco, and neither Hamlin Holdings, Inc. nor Newco are or have been insiders of the Debtors or any of them. The Debtors and Hamlin negotiated and executed the Purchase Agreement and all amendments thereto at arm's-length and in good faith. Hamlin is paying full value for the assets, rights and properties to be transferred to it and will not be a successor in interest to the Debtors for any legal or equitable purpose with respect to any Claims on account of its consummation of the Purchase Agreement. Congress negotiated the postconfirmation loan documents with Hamlin at arm's-length and in good faith; Congress negotiated the Plan with the Debtors at arm's-length and in good faith; and the financing to be provided by Congress to Hamlin to consummate the Sale Transaction is in the best interests of and will benefit the Debtors, their Estates and their creditors.

**F. RELEASES.**

1. During the pendency of the Chapter 11 Cases, the Debtors, with the assistance of their investment bankers, NatCity

Investments, Inc. (formerly Raffensperger, Hughes & Co., Inc.) ("NatCity"), marketed the Debtors' assets by initially contacting over 100 potential purchasers and mailing offering materials to them. Over the course of a few months, the Debtors and NatCity met with approximately 10 strongly interested potential purchasers, permitted due diligence reviews by such purchasers and obtained final proposals from three interested parties. Such parties' offers were conditioned upon there being no successor liability with respect to the Debtors' employee and Retiree Benefit and welfare plans, among other things.

2. Unsecured Claims that have been Filed or otherwise asserted against the Estate aggregate approximately \$170 million; Unsecured Claims in respect of Retiree Benefits have been estimated by the Debtors to be \$60 million, and the PBGC has Filed Unsecured Claims against the Estate (as amended) in excess of \$50 million. After the Debtors' long and careful search for potential purchasers, no potential purchaser emerged that would enable the Debtors to pay in full all of the Claims against the Estate. The liquidation analysis provided by the Debtors in the Disclosure Statement reveals that, assuming Substantive Consolidation and a forced liquidation, a piecemeal sale of the Debtors' assets would generate approximately \$60 million in sale proceeds, which would not only be insufficient to satisfy all of the Claims in the Chapter 11 Cases in full, it would also be insufficient to pay Administrative Claims in the event that the Chapter 11 Cases were converted to chapter 7 cases. Accordingly, the liquidation value of the Debtors' assets would be

insufficient to provide any recovery at all for nonadministrative priority claimants and unsecured claimants.

3. Absent the provisions of the Plan that prohibit creditors of the Debtors from asserting ongoing rights against a purchaser of the Debtors' assets or against the assets to be sold themselves in respect of obligations or debts owed by the Debtors, Hamlin would not consummate the Sale Transaction. In this event, the likelihood of a resulting chapter 7 liquidation of the Debtors and their assets is great. In any such resulting chapter 7 liquidation of the Debtors and their assets, no nonadministrative priority claimant or unsecured claimant would receive any distribution on account of its Claims. Further, the Debtors' steelmaking operations would cease, resulting in the loss of over 1,200 jobs in the Mahoning Valley.

4. Accordingly, by allowing Hamlin to consummate the Sale Transaction, the releases in the Plan granted to Hamlin concerning relief from successor liability in respect of Claims against the Debtors and the Estate and in respect of the property being transferred to Hamlin pursuant to the Sale Transaction are an integral part of the Plan and the Debtors' reorganization. Such releases are in the best interests of the Debtors, the Estate and the Debtors' creditors and facilitate the overall objectives of the Plan -- the fair and equitable treatment, and final resolution, of Claims against and Interests in the Debtors.

## II. CONCLUSIONS OF LAW.

### A. JURISDICTION AND VENUE.

This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Debtors were and are qualified to be debtors under section 109 of the Bankruptcy Code. Venue of the Chapter 11 Cases in the Northern District of Ohio was proper as of the Petition Date, pursuant to 28 U.S.C. § 1408 and Local Bankruptcy Rule 4:0.3, and continues to be proper.

### B. MODIFICATIONS OF THE PLAN.

The notice provided by the Debtors of the Modifications to counsel for each of the Committees, Daido and the USWA and counsel to each party filing an objection to Confirmation was adequate and appropriate under the circumstances and, accordingly, shall be, and hereby is, approved. The Modifications: (1) comply in all respects with section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019 and all other provisions of the Bankruptcy Code; and (2) do not adversely change the treatment under the Plan of any Claims or Interests. In light of the technical or immaterial nature of each of the Modifications, no additional disclosure under section 1125 of the Bankruptcy Code is required with respect to the Modifications. Accordingly, pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all holders of Claims that have accepted or are conclusively presumed to have accepted the August 25 Plan are deemed to have accepted the Modifications and the Plan. Each term and provision of the Plan, as it may be modified and

interpreted pursuant to this Order, is valid and enforceable pursuant to its terms.

**C. EXEMPTIONS FROM SECURITIES LAWS.**

1. Pursuant to section 1125(e) of the Bankruptcy Code, the Debtors' transmittal of Plan solicitation packages, as described in the Mailing Declaration, their solicitation of acceptances of the Plan and their issuance and distribution of beneficial interests in the Liquidation Trust and the Special Trusts pursuant to the Plan are not and will not be governed by or subject to any otherwise applicable law, rule or regulation governing the solicitation or acceptance of a plan of reorganization or the offer, issuance, sale or purchase of securities.

2. Pursuant to section 1145(a)(1) of the Bankruptcy Code, the offering, issuance and distribution of beneficial interests in the Liquidation Trust and the Special Trusts shall be exempt from section 5 of the Securities Act and any state or local law requiring registration prior to the offering, issuance, distribution or sale of securities.

**D. EXEMPTIONS FROM TAXATION.**

Pursuant to section 1146(c) of the Bankruptcy Code, the creation or transfer of any property, mortgage, deed of trust or other security interest; the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with, the Plan, including any agreements or consolidations; deeds; bills of sale; assignments; assignments,

assumptions or delegations of any asset, property, right, liability, duty or obligation; or instruments of transfer executed in connection with any of the Restructuring Transactions, the assignment of Daido's Claims, liens, mortgages and other security interests to the Liquidation Trust pursuant to Section V.E of the Plan, or otherwise in connection with the Plan, shall not be subject to any stamp tax, real estate transfer tax or other similar tax, and the appropriate state or local governmental officials or agents shall be, and hereby are, directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

**E. COMPLIANCE WITH SECTION 1129 OF THE BANKRUPTCY CODE.**

As set forth in Section I.B of this Confirmation Order, the Plan complies in all respects with the applicable requirements of section 1129 of the Bankruptcy Code.

**F. APPROVAL OF THE SETTLEMENTS AND RELEASES PROVIDED UNDER THE PLAN AND CERTAIN OTHER MATTERS.**

1. Pursuant to section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), the settlements, compromises, releases, discharges and injunctions set forth in Sections III.A.5, IV.B.1, V.H.2, X.B and X.C of the Plan and implemented by this Confirmation Order shall be, and hereby are, approved as an integral part of the Plan and are fair, equitable, reasonable and in the best interests of the Debtors and the Estate and holders of Claims and Interests. In approving the

releases, settlements and compromises of and from such potential claims, the Court has considered: (a) the balance of the likelihood of success of claims asserted by the Debtors, the Creditors' Committee or other claimants against the likelihood of success of the defenses or counterclaims possessed by the Debtors, other claimants or other potential defendants; (b) the complexity, cost and delay of litigation that would result in the absence of these releases, settlements and compromises; (c) the limited nature of objections by any creditor or party in interest to the releases, settlements and compromises and the acceptance of the Plan by an overwhelming majority of the holders of Claims; and (d) that the Plan, which gives effect to the releases, settlements and compromises, is the product of extensive arm's-length negotiations among the Debtors, the Committees and numerous other parties in interest. See Protective Comm. Stockholders of TMT Trailer Ferry Inc. v. Anderson, 390 U.S. 414, 424 (1968) (citing factors such as those set forth above to be evaluated by courts in determining whether a settlement as a whole is fair and equitable).

2. All settlements, compromises, releases, discharges and injunctions of claims and causes of action against non-Debtor entities as set forth in the Plan, which are approved herein as an integral part of the Plan and are fair, equitable, reasonable and in the best interests of the Debtors and their respective Estates and Claim and Interest holders, shall be, and hereby are, effective and binding on all persons and entities who, prior to the Confirmation Date, may have had standing to assert such

claims or causes of action, and no person or entity will possess such standing to assert such claims or causes of action after the Effective Date. See St. Paul Fire & Marine Ins. Co. v. PepsiCo, Inc., 884 F.2d 688, 700-01 (2d Cir. 1989).

**G. AUTHORIZATION OF CORPORATE ACTIONS.**

Pursuant to Section 303 of the Delaware General Corporation Law and Section 1701.75 of the Ohio General Corporation Law (collectively, the "State Reorganization Effectuation Statutes") and other appropriate provisions of Delaware and Ohio state business corporation laws and section 1142(b) of the Bankruptcy Code, no action of the respective directors or stockholders of the Debtors shall be required to authorize any such Debtor to: (1) enter into, execute, deliver, file, adopt, amend or effectuate, as the case may be, (a) the Plan; (b) the Restructuring Transactions; (c) the Purchase Agreement; (d) the Luntz Purchase Agreement; (e) the Special Trust Agreements; or (f) any of the contracts, instruments, releases, and other agreements or documents to be entered into, executed, delivered, filed, or amended in consummating the foregoing (collectively, the "Plan Documents"), and following the Effective Date, each of the Plan Documents shall be a legal, valid and binding obligation of such Debtors as are parties thereto, enforceable against such Debtors in accordance with and subject to their respective terms and conditions; and (2) engage in any of the transactions or other actions contemplated by the Plan Documents or this Confirmation Order (the "Plan Transactions") or in furtherance thereof, and the Plan



Transactions shall be, and hereby are, deemed to have occurred and be effective as provided in the Plan, and such activities shall be, and hereby are, authorized and approved in all respects.

**H. NOTICE, SERVICE AND OPPORTUNITY FOR HEARING.**

The Court finds that Debtors have provided to all creditors, including all creditors having liens, claims or other encumbrances against the assets to be purchased pursuant to the Sale Transaction, adequate notice and service of, and opportunity for hearing on, the Plan and all transactions proposed thereunder.

**III. ORDER.**

ACCORDINGLY, THE COURT HEREBY ORDERS, ADJUDGES AND DECREES THAT:

**A. CONFIRMATION OF THE PLAN.**

The Plan and each of its provisions shall be, and hereby are, confirmed in each and every respect pursuant to section 1129 of the Bankruptcy Code; *provided, however,* that if there is any direct conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order will control. All objections and responses to, and statements and comments regarding, the Plan, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Confirmation Hearing, shall be, and hereby are, overruled.

**B. EFFECTS OF CONFIRMATION.**

**1. Immediate Effectiveness; Successors and Assigns.**

Immediately upon the entry of this Confirmation Order, the terms of the Plan shall be, and hereby are, deemed binding upon the Debtors, any and all holders of Claims or Interests (irrespective of whether such Claims or Interests are impaired under the Plan or whether the holders of such Claims or Interests accepted, rejected or are conclusively presumed to have accepted or deemed to have rejected the Plan), any and all non-Debtor parties to executory contracts and unexpired leases with any of the Debtors and any and all entities who are parties to or are subject to the settlements, compromises, releases, discharges and injunctions described in Section II.F above and the respective heirs, executors, administrators, successors or assigns, if any, of any of the foregoing.

**2. Substantive Consolidation.**

The Chapter 11 Cases and the Debtors' respective Estates shall be, and hereby are, substantively consolidated. Accordingly, (a) all Intercompany Claims between the Debtors shall be deemed eliminated, (b) all assets and liabilities of the Debtors shall be treated as though the Debtors had been merged into a single entity; (c) any Claim against or other obligation or liability of any Debtor, including any guaranty of any obligation or liability of the other Debtor, shall be deemed to be and treated as a single obligation of the Debtors; (d) any Claims Filed or to be Filed in connection with any such obligation or guaranty or guaranties shall be deemed one Claim

against the consolidated Debtors; (e) each and every proof of Claim or Interest Filed in the Chapter 11 Case of either Debtor shall be deemed Filed against the consolidated Debtors in the consolidated Chapter 11 Cases; and (f) all transfers, disbursements and distributions made by either Debtor shall be deemed to have been made by both of the Debtors.

**3. Sale of Assets Free and Clear of Liens and Encumbrances.**

a. Pursuant to sections 105, 363(b), 363(f), 363(m) (including such findings as may relate to Congress), 365, 1123, 1129 and 1141 of the Bankruptcy Code, the Debtors shall be, and hereby are, authorized to sell, convey, assign, transfer and deliver to Hamlin, and this Court hereby approves and orders such sale, conveyance, assignment, transfer and delivery to Hamlin of, all assets, rights and properties to be sold, conveyed, assigned, transferred and delivered to Hamlin pursuant to the Purchase Agreement, on terms consistent with the Purchase Agreement, free and clear of any lien, claim, encumbrance or other interest of any entity other than the liens, claims, encumbrances or interests in favor of Congress in respect of the postconfirmation financing provided to Hamlin by Congress, all to the full extent contemplated by the Purchase Agreement, effective upon the closing of the Sale Transaction.

b. Pursuant to sections 105, 363(b), 363(f), 363(m), 365, 1123, 1129 and 1141 of the Bankruptcy Code, the Debtors shall be, and hereby are, authorized to sell, convey, assign, transfer and deliver to Luntz all assets, rights and properties to be sold, conveyed, assigned, transferred and delivered to

Luntz pursuant to the Luntz Purchase Agreement, on terms consistent with the Luntz Purchase Agreement, free and clear of any lien, claim, encumbrance or other interest of any entity.

**4. Cancellation of Capital Stock and Debt Instruments.**

On the Effective Date, (a) each share of Capital Stock issued and outstanding or held in treasury or (b) each and every debt instrument to which any Debtor is an obligor (other than as provided in the Plan) shall be cancelled and of no further force and effect. No consideration shall be paid or delivered with respect to the shares of Capital Stock so cancelled. All of the foregoing shall be effective without any action on the part of the Debtors or the holders of such Capital Stock or debt instruments.

**C. CLAIMS BAR DATES.**

**1. Bar Dates for Administrative Claims.**

**a. General Bar Date Provisions.**

Except as provided below, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Liquidation Trust no later than 30 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Claims and that do not File and serve a request by the applicable bar date shall be forever barred from asserting such Claims, including such Claims against the Debtors, the Liquidation Trust or their respective property. Objections to such requests must be Filed and served on the Liquidation Trust as specified in Section XII.I of the Plan (if not filed by the Liquidation Trust)

and the requesting party by the later of: (i) 75 days after the Effective Date or (ii) 60 days after the filing of the applicable request for payment of Administrative Claims.

**b. Bar Dates for Certain Administrative Claims.**

**(i) Professional Compensation.**

Professionals or other entities requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) and 1103 of the Bankruptcy Code for services rendered before the Effective Date (including compensation requested pursuant to section 503(b)(3) and (4) of the Bankruptcy Code by any Professional or other entity for making a substantial contribution in any Chapter 11 Case) must File and serve on the Liquidation Trust and such other entities who are designated by the Bankruptcy Rules an application for final allowance of compensation and reimbursement of expenses no later than 45 days after the Effective Date; *provided, however,* that any Professional who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals' Order may continue to receive such compensation and reimbursement of expenses for services rendered before the Effective Date, without further Court review or approval, pursuant to the Ordinary Course Professionals' Order. Objections to applications of Professionals or other entities for compensation or reimbursement of expenses must be Filed and served on the Liquidation Trust (if not Filed by the Liquidation Trust) and the requesting party by the later of: (I) 65 days after the

Effective Date and (II) 20 days after the Filing of the applicable request for the payment of Administrative Claims.

**(ii) Ordinary Course Liabilities.**

Holders of Administrative Claims based on liabilities incurred by a Debtor in the ordinary course of its business (including Administrative Claims that are Trade Claims, Administrative Claims of governmental units for taxes and Administrative Claims arising from or under those executory contracts and unexpired leases of the kind described in Section IV.A of the Plan (other than Administrative Claims relating to cure amounts)) shall not be required to File or serve any request for payment of such Claims.

**(iii) Purchase Agreement Responsibilities.**

Purchase Agreement Responsibilities shall be satisfied by the Liquidation Trust, which shall assume them as of the Effective Time of the Sale Transaction, under the terms of the Purchase Agreement, and Hamlin shall not be required to File or serve any request for payment in respect of Purchase Agreement Responsibilities except to the extent of the requirements set out in the Purchase Agreement.

**(iv) Claims Under or Evidenced by the Postpetition Credit Agreement.**

Congress shall not be required to File or serve any request for payment in respect of Claims under or evidenced by the Postpetition Credit Agreement except to the extent required by the Postpetition Credit Agreement; *provided, however,* that the 30-day objection period referenced in the Postpetition Credit Agreement shall not be applicable, and payments made to Congress

pursuant to the Plan shall be final and shall not be subject to disgorgement.

**2. Bar Date for Rejection Damages Claims.**

If the rejection of an executory contract or unexpired lease pursuant to Section VI.A of the Plan gives rise to a Claim by the other party or parties to such contract or lease, such Claim shall be forever barred and shall not be enforceable against the Debtors, the Liquidation Trust or their respective property unless a proof of Claim is Filed and served on the Liquidation Trust no later than 30 days after the later of:

(a) the Effective Date and (b) delivery of a notice of amendment pursuant to Section VI.A.1 of the Plan providing for the rejection of the applicable executory contract or unexpired lease.

**D. MATTERS RELATING TO IMPLEMENTATION OF THE PLAN.**

**1. Certain Restructuring Transactions and Corporate Filings.**

**a. Consummation of the Sale Transaction.**

(i) The Debtors shall be, and hereby are, authorized to and shall take such actions as may be necessary or appropriate to effect the Sale Transaction. Such actions include: (I) the conveyance to Hamlin of the assets specified in the Purchase Agreement, including the 12" Mill, free and clear of any lien, claim, encumbrance or interest of any entity (other than liens, claims, encumbrances or interests in favor of Congress in respect of the postconfirmation financing provided to Hamlin by Congress), and all such actions necessary or

appropriate to effect such conveyance in accordance with the terms of the Purchase Agreement; (II) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, duty or obligation on terms consistent with the Purchase Agreement and the Plan and having such other terms to which the Debtors and Hamlin may agree; (III) the filing of appropriate certificates with the Secretary of State of the State of Ohio or State of Delaware, as applicable, or other governmental offices, pursuant to the applicable provisions of the laws of the State of Ohio or State of Delaware, as applicable, and the Purchase Agreement; and (IV) all other actions that the Debtors or Hamlin reasonably determine to be necessary or appropriate to effect the Sale Transaction.

(ii) On the Effective Date, the 12" Mill shall be deemed to be property of the Debtors, and Daido shall be, and hereby is, ordered to execute and deliver to the Debtors, or either of them, on the Effective Date, the documents attached collectively as Exhibit V.B.1.b to the Plan to evidence such ownership by the Debtors or either of them. Such transfer shall be exempt from transfer taxes as provided in Article V.J of the Plan and Section II.D of this Confirmation Order. Thereafter, but also on the Effective Date, the Debtors shall convey title to the 12" Mill to Hamlin pursuant to the terms of the Purchase Agreement.

(iii) The Debtors and, following the Effective Time of the Sale Transaction, the Liquidation Trust, will be



authorized and directed to make any payments and satisfy any obligations required by the terms of the Purchase Agreement.

**b. Consummation of the Luntz Transaction.**

The Debtors shall be, and hereby are, authorized to and shall take such actions as may be necessary or appropriate to effect the Luntz Transaction. Such actions include: (i) the execution and delivery of the Luntz Purchase Agreement, appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, duty or obligation on terms consistent with the terms of the Luntz Purchase Agreement and the Plan and having such other terms to which the Debtors and Luntz may agree; (ii) the filing of appropriate certificates with the Secretary of State of the State of Ohio or State of Delaware, as applicable, pursuant to the applicable provisions of the laws of the State of Ohio or State of Delaware, as applicable; and (iii) all other actions that the Debtors determine to be necessary or appropriate to effect the Luntz Transaction.

**c. Pooling the Debtors' Assets.**

**(i) Creation of the Liquidation Trust.**

Prior to the Effective Date, the Debtors shall establish the Liquidation Trust. After the Effective Time of the Sale Transaction, the Debtors shall transfer, convey or assign the Liquidation Trust Assets to the Liquidation Trust. The Liquidation Trust shall be a successor in interest to and representative of the Estate within the meaning of section 1123 (b) (3) (B) of the Bankruptcy Code. The Liquidation Trust

shall pay the Purchase Agreement Responsibilities, and, except as otherwise provided in Section III.A.4 of the Plan and the Liquidation Trust Agreement, the Liquidation Trust shall pay the charges incurred on or after the Effective Date for disbursements, expenses or related support services without application to the Bankruptcy Court, except for compensation or reimbursement of expenses for any services rendered after the Effective Date in connection with any applications for such compensation or reimbursement pending on the Effective Date or Filed and served after the Effective Date pursuant to Section III.A.6.b.i of the Plan.

**(ii) The Liquidation Trust's Obligations  
Under the Plan.**

From and after the Effective Time of the Sale Transaction, the Liquidation Trust shall perform the obligations of the Debtors under the Plan, including the obligations of the Debtors to pay or otherwise satisfy the Allowed Claims held against the Estate, including the Purchase Agreement Responsibilities. The Liquidation Trust Agreement shall provide that Disputed Claims can be satisfied (through a reserve or in accordance with Section IV.B.2.c of the Plan) in accordance with the treatment that such Disputed Claims would receive under the Plan if they were allowed in full.

**d. Dissolution of CSC and Copperweld.**

On the later of (i) the Effective Date or (ii) promptly following the Effective Time of the Sale Transaction, the Debtors shall be authorized, at their Boards' discretion, to take such

actions as may be necessary or appropriate to dissolve and terminate their corporate existence.

**2. The Environmental Escrow Account.**

Prior to the Effective Date, the Debtors shall be authorized to take any and all actions as may be necessary or appropriate to establish the Environmental Escrow Account, including the execution and delivery of the Environmental Escrow Account Agreement.

**3. The VEBA Trust; Modification of Retiree Benefits.**

Prior to the Effective Date, the Debtors shall take any and all actions as may be necessary or appropriate to establish the VEBA Trust, including the execution and delivery of the VEBA Trust Agreement. On the Effective Date, Retiree Benefits shall be modified with the consent of the authorized representatives (as such term is defined in section 1114(b) and (c) of the Bankruptcy Code) of the Retirees pursuant to section 1114(e) (1) (B) of the Bankruptcy Code, and holders of Claims on account of Retiree Benefits shall receive the treatment specified in Section IV.B.2.c of the Plan. From and after the Effective Date, the Retiree Benefits, as modified, shall be considered a new plan, fund or program of benefits (and not a continuation of, or a successor to, any of the Debtors' benefit plans) and shall be provided and administered exclusively by the VEBA Trust pursuant to the terms of the VEBA Trust Agreement. In addition, the VEBA Trust Agreement shall require the Board of Trustees of the VEBA Trust to cause the VEBA Trust to comply with all obligations under Section IV.B.2.c of the Plan.

Objections to the Plan of Reorganization were filed by the Joint Retirees' Committee. In an attempt to resolve these objections, it was agreed:

(a) The Retiree Account (as defined under the VEBA Trust Agreement) shall be funded with the amounts specified in Section IV.B.2.c of the Plan and with a contribution payable by Hamlin, no later than 30 days after the third anniversary of the Effective Date, in an amount not to exceed \$4,000,000, based on the number of members who retire from Hamlin before the third anniversary of the Effective Date, as more particularly set forth in the collective bargaining agreement between Hamlin and the USWA.

(b) There shall be no distinction between members of the VEBA who are non-USWA members and members who are USWA members based on their status as such with regard to the benefits funded by the Retiree Account, eligibility for such benefits and coverage thereunder, or with regard to any changes or modifications thereto.

(c) Pursuant to the VEBA Trust Agreement, a VEBA Advisory Committee shall be established. The Joint Retirees' Committee shall appoint two non-USWA members to serve as the VEBA Advisory Committee. A vacancy in the VEBA Advisory Committee shall be filled by a non-USWA member appointed by the remaining members of the VEBA Advisory Committee. The members of the VEBA Advisory Committee shall be entitled to attend all meetings of the VEBA board of trustees and express their views on all matters relevant to

C the VEBA Trust, ~~except where executive sessions are necessary to preserve the attorney-client privilege.~~ The reasonable administrative expenses of the members of the VEBA Advisory Committee shall be paid by New Copperweld (as defined in the VEBA Trust Agreement), to the extent not paid by Copperweld, in a manner consistent with the payment of the trustees' administrative expenses under Article 4 of the VEBA Trust Agreement. The members of the VEBA Advisory Committee will have access to all books and records of the transactions of the VEBA Trust and all written minutes of the board of trustees. These books, records and minutes shall be open to inspection by the VEBA Advisory Committee members upon reasonable notice and subject to the reasonable administrative convenience of the VEBA board of trustees and/or manager.

(d) A "member" of the VEBA Trust shall be defined (using the terms of the VEBA Trust Agreement) as:

- (i) a former Employee of Old Copperweld who had retired under an Old Copperweld Pension Plan on or before the Effective Date and who is entitled to retiree welfare benefits from Old Copperweld;
- (ii) an Employee who is eligible as of the Effective Date to retire with an immediately-payable pension and who would be entitled to retiree welfare benefits from Old Copperweld as of the Effective Date;
- (iii) a "Surviving Spouse," as that term is defined in Section 1.30 of the VEBA Trust Agreement, and who is entitled to retiree welfare benefits from Old Copperweld;

and (iv) a "Nonworking Employee," as that term is defined in Section 1.22 of the VEBA Trust Agreement.

It was further agreed that provisions effectuating the foregoing shall be included in the VEBA Trust Agreement and, in reliance thereon, the objections of the Joint Retirees' Committee have been withdrawn.

**4. Assignment of Daido's Claims.**

On the Effective Date, Daido shall transfer, convey and assign its Claims to the Liquidation Trust, and all of the liens, mortgages and other security interests arising under, related to or in connection with the Daido Loan Agreements shall be transferred to the Liquidation Trust for the benefit of the Debtors' general unsecured creditors and with the same effect as if this Court had ordered all liens, security interests, mortgages and/or encumbrances securing Daido's Claims transferred to the Estate or preserved for the benefit of the Estate pursuant to either section 510(c)(2) or section 551 of the Bankruptcy Code, pursuant to such transfer, conveyance and assignment. Upon the Effective Date of the Plan, Daido's Claims, and all liens, security interests, mortgages and/or encumbrances securing Daido's Claims shall be deemed transferred to the Liquidation Trust without (a) the necessity for further documents of transfer or assignment; and (b) the necessity for filing any notices, including UCC-3 forms or assignments of mortgage, of public record.

**5. Certain Property to be Transferred or Retained.**

On the Effective Date, the Debtors shall transfer the real estate retained by the Estate (other than the real estate to be sold to Luntz pursuant to the Luntz Purchase Agreement) that is subject to the Environmental Escrow Account and the Landfill Trust to an entity to be identified, or it will be retained by the Debtors.

**6. Preservation of Rights of Action; Releases by Recipients of Distributions.**

**a. Preservation of Rights of Action.**

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into in connection with the Plan, pursuant to section 1123(b) of the Bankruptcy Code, the Liquidation Trust and its successors shall retain and may enforce any claims, debts, rights or causes of action that the Debtors or the Estate may hold against any entity, including (i) Avoidance Actions and the Marubeni Avoidance Action, whether or not Filed prior to the Effective Date; and (ii) any claim, debt, right or cause of action, of any kind or nature, arising under state or federal law; *provided, however,* that the foregoing shall specifically exclude claims, debts, rights or causes of action, of any kind or nature, against Daido; IBJ; Tokai; the Director of Development of the State of Ohio; Sanwa Bank Limited, Chicago Branch; Sanwa Business Credit Corporation; Pitney Bowes Credit Corporation; and Marubeni; *provided, further, however,* that such exclusion of claims, debts, rights or causes of action against Marubeni shall apply solely to the extent that such claim, debt, right or cause

of action relates to transactions involving the Debtors' wastewater treatment facility. Neither the Debtors nor the Liquidation Trust shall be permitted to pursue any claims, debts, rights or causes of action against any of the entities listed in the preceding sentence to the extent therein provided. Such claims, debts, rights or causes of action shall be deemed released pursuant to Section V.H.1 of the Plan. The Liquidation Trust and its successors may pursue such retained claims, debts, rights or causes of action, as appropriate, on behalf of and in accordance with the best interests of the Estate.

**b. Releases by Recipients of Distributions.**

Except as otherwise provided in the Plan, and only to the extent permitted under applicable law, each entity receiving a distribution pursuant to the Plan on account of its Allowed Claim (including all entities acquiring rights under any Special Trust or the Liquidation Trust) shall be, and hereby is, deemed to forever release and waive all known and unknown claims, debts, rights and causes of action of any kind or nature that such entity has, had or may have against: (i) the Debtors' present and former directors, officers, employees, agents, attorneys, accountants, investment bankers and other representatives; (ii) Congress; and (iii) Hamlin. The foregoing does not include (i) claims, debts, rights and causes of action that Congress has, had or may have against Hamlin; (ii) claims, debts, rights or causes of action to enforce the terms of the Plan, including the provisions of Section IV.B.2.c.iii of the Plan; (iii) claims, debts, rights and causes of action that first arise after the



Effective Date; (iv) claims, debts, rights and causes of action that do not arise from a relationship of the applicable released entity to a Debtor; or (v) claims, debts, rights or causes of action of the Ohio EPA or the U.S. EPA against directors (other than Daido directors), officers, employees, agents or representatives of the Debtors. The prosecution, whether directly, derivatively or otherwise, of any claim, debt, right or cause of action released or to be released pursuant to the Plan is hereby enjoined. Notwithstanding any of the foregoing, with respect to the Ohio EPA and the U.S. EPA, this Confirmation Order is not a release of Hamlin, or any <sup>prior or</sup> subsequent owner or operator of the property purchased pursuant to the Sale Transaction, from any liability under environmental laws for the assessment, cleanup, remediation and correction of any conditions that exist on the property purchased pursuant to the Sale Transaction (whether such conditions were created before or after the Effective Time of the Sale Transaction), and nothing in this Confirmation Order shall release Hamlin or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction from complying with applicable environmental laws; *provided, however,* that neither Hamlin nor any subsequent owner or operator of the property purchased pursuant to the Sale Transaction shall be liable for penalties for violations that may have been committed by the Debtors on the property purchased pursuant to the Sale Transaction prior to the Effective Time of the Sale Transaction.

**7. Treatment of Liens.**

Except as otherwise provided in Sections IV.B.1 and V.E. of the Plan, and subject to the provisions of Section III.A.4 of the Plan or in any contract, instrument, release or other agreement or document created in connection with the Plan, on the Effective Date, all mortgages, deeds of trust, liens or other security interests against the property of any Estate shall attach to the proceeds of the Sale Transaction or the Luntz Transaction, as applicable, and shall not attach to the assets purchased by Hamlin pursuant to the Sale Transaction or to the assets purchased by Luntz pursuant to the Luntz Transaction.

**8. Distributions to Holders of Tort, Personal Injury, Workers' Compensation, Discrimination or Public Liability Claims.**

Notwithstanding any contrary provision of applicable nonbankruptcy law, including applicable nonbankruptcy law providing for the attachment of attorneys' liens to judgments in, or settlements of, tort, personal injury, workers' compensation, discrimination or public liability actions, the Liquidation Trust shall be, and hereby is, authorized and directed to make distributions under the Plan on account of any Allowed Claims arising out of or related to final judgments in, or settlements of, tort, personal injury, workers' compensation, discrimination or public liability actions directly to the holders of such Allowed Claims, rather than to any attorneys or other representatives of such holders, without incurring any liability whatsoever to any such attorneys or other representatives on account of such manner of distribution.

**9. Allowance of Certain USWA Claims.**

On the Effective Date, the USWA (on behalf of the entities it represents) shall be deemed to have an Allowed Administrative Claim in the amount of \$300,000 on account of grievances relating to or arising under the USWA Collective Bargaining Agreements as of the date of the Plan in full satisfaction of all of the USWA's Administrative Claims (except any grievance Claims arising after the date of the Plan). In addition, on the Effective Date, the USWA (on behalf of the entities it represents) shall be deemed to have an Allowed Class 5B Claim in the amount of \$200,000 on account of grievances relating to or arising under the USWA Collective Bargaining Agreements in full satisfaction of all of the USWA's Class 5B Claims. Such Allowed Administrative Claim, such Allowed Class 5B Claim, the Allowed Class 5C Claim of the USWA described in Section IV.B.2.c of the Plan and the payment to be made to the USWA pursuant to Section III.A.5.b of the Plan shall constitute the entire Allowed Claims of the USWA, its individual members and all Retirees of the USWA against the Debtors, the Estate and the Liquidation Trust, arising out of the USWA Collective Bargaining Agreements (except any grievance Claims arising after the Date of the Plan). Moreover, in accordance with the terms of the Purchase Agreement referenced in Section III.A.5.b of the Plan, Hamlin shall be, and hereby is, ordered and directed to pay the fees and expenses of the USWA professionals in the amounts shown by the documentation submitted to Hamlin (but in any event not to exceed \$650,000) as soon as practicable after (a) the Effective

Time of the Sale Transaction and (b) the submission of documentation to Hamlin.

**10. Assumptions and Assignments and Rejections of Executory Contracts and Unexpired Leases.**

The assumptions, assignments and rejections of executory contracts and unexpired leases described in Section VI.A of the Plan shall be, and hereby are, approved, pursuant to section 365 of the Bankruptcy Code, as of the Effective Date. Specifically, pursuant to Sections 1.1(e), 1.1(f) and 1.1(h) of the Purchase Agreement, Article V of the Plan and sections 105, 363(b), 363(f), 365, 1123 and 1129 of the Bankruptcy Code, and without the making of any payment to cure any prepetition default except as otherwise provided in Article VI of the Plan, the assumption and assignment to Hamlin, on the Effective Date, of each executory contract and unexpired lease identified on Exhibit VI.A to the Plan (including Permits as defined in the Purchase Agreement), shall be, and hereby is, approved. Unless Hamlin agrees otherwise or acts pursuant to Section VI.A.1.b of the Plan, the assumption and assignment of executory contracts and unexpired leases to Hamlin pursuant to Sections VI.A and VI.B of the Plan shall be free and clear of any claim and interest therein of any entity (other than liens, claims, encumbrances or interests in favor of Congress in respect of the postconfirmation financing provided to Hamlin by Congress), including: (a) any assignment, chattel mortgage, pledge or other security interest or any mortgage, deed of trust or other lien, including any federal, state or local tax lien; (b) any other charge or encumbrance or interest in or upon the property, or any

preferential arrangement with respect to the property that has the practical effect of constituting an encumbrance or lien; (c) any right to payment by the Debtors, whether or not that right was reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; and (d) any right to an equitable remedy against the Debtors for breach of performance if the breach gave rise to a right to payment, whether or not that right to an equitable remedy was reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

**11. Matters Concerning the PBGC.**

**a. Payment in Respect of Administrative Claim of the PBGC.**

On the Effective Date, the PBGC shall receive a distribution of \$3,000,000 in cash in respect of its estimated minimum funding Administrative Claim. In the event the PBGC's Administrative Claim is allowed by Final Order for less than \$3 million, the PBGC shall pay as soon as is reasonably practicable to the Liquidation Trust an amount equal to the result of subtracting the amount of PBGC's Administrative Claim as so allowed from \$3 million, plus interest on such amount at the earnings rate of the Liquidation Trust, without reducing such amount by any claim, counterclaim or defense of any kind or nature.

**b. Modification of Liquidation Trust Agreement.**

The Liquidation Trust Agreement shall be modified to provide for the following:

(i) A cash reserve in the Liquidation Trust shall be established in the maximum amount of the PBGC's priority Claim, based upon a Pension Plan termination date of September 30, 1995 (which the PBGC has represented will not exceed \$9.9 million), reduced by the amount paid to the PBGC in cash on the Effective Date. Such cash reserve shall be funded as soon as practicable after the Effective Date (and after the distribution, based upon a \$3 million PBGC priority Claim, required to be made to the VEBA Trust pursuant to Section IV.B.2.c of the Plan is made) by: (I) the proceeds of receivables retained by the Liquidation Trust or (II) the proceeds of Hamlin Notes.

(ii) A cash reserve in the Liquidation Trust shall be established consisting of a Pro Rata portion of any cash distributions made from time to time pursuant to the Liquidation Trust and a Pro Rata portion of any other assets, in respect of the Disputed PBGC Unsecured Claims.

(iii) No portion of the reserves established pursuant to (i) and (ii) above shall be distributed until the applicable PBGC Claim or PBGC Claims is (or are) subject to a Final Order, including a Final Order approving any settlement of such Claims.

(iv) To the extent necessary to pay Allowed Administrative Claims, the PBGC's cash reserve set forth in (ii) above shall be replaced by Hamlin Notes (and their proceeds).

c. **Termination of the Pension Plans.**

(i) Pursuant to agreement between the PBGC and Copperweld in its capacity as plan administrator, the PBGC shall participate in the dismissal or resolution of the PBGC Litigation, and thereby cause the Pension Plans to be terminated effective September 30, 1995, and the PBGC to become their trustee, in accordance with 29 U.S.C. §§ 1342 and 1348. Benefit payments under the Pension Plans shall continue at prior levels during October 1995. The PBGC shall not recoup for any overpayments made during October 1995. Effective for benefit payments made on and after November 1, 1995, participants shall be entitled to benefits only at the levels provided for by Title IV of the Employee Retirement Income Security Act of 1974, as amended.

(ii) Neither the Debtors nor the USWA shall declare that any actions that they have taken or will take shall constitute a shutdown of any of the operations of the Debtors or result or will result in the layoff or termination of employment of any participant in the Pension Plans or the Clerical Plan, for purposes of determining any liability or obligation: (I) of the PBGC with respect to the Pension Plans or (II) of the Pension Plan or the Clerical Pension Plan with respect to any plan participant. The Debtors and the USWA shall provide the PBGC with a letter dated as of the Effective Date confirming that no such events have occurred or are expected to occur.

d. **The Hamlin Comfort Letter; PBGC Security Interest.**

The PBGC shall be, and hereby is, directed to issue to Hamlin a "comfort letter" substantially identical to the form attached to this Confirmation Order as Exhibit C, regarding, among other matters, successor liability for the Pension Plans. Hamlin shall provide the PBGC with a second lien securing an amount not to exceed \$4,000,000 to secure the underfunding on a termination basis (29 U.S.C. §§ 1301(a)(18), 1362(b); 29 C.F.R. pt. 2619) and minimum funding contributions under Hamlin's assumed and replacement defined benefit pension plan(s), which second lien shall be junior and subordinate to the liens granted by Hamlin in favor of Congress and shall be subject to terms and conditions substantially the same as those terms and conditions in Congress' form of subordination and intercreditor agreement. Such junior security interest in favor of the PBGC shall remain in effect until October 11, 2000. Such security interest shall not attach to equipment acquired after the Effective Date, and nothing therein shall affect Hamlin's right to grant liens on such equipment. Other than Congress (and its successors and assigns), no party shall receive a consensual security interest senior to, or pari passu with, the PBGC's lien; *provided, however,* that the PBGC shall agree to subordinate its lien, on the same terms as its subordination to Congress, to any lender that provides refinancing of Hamlin's indebtedness to Congress (a "Refinance Lender") in an aggregate principal amount that does not exceed the greatest of the following amounts:



- (i) \$55,000,000;
- (ii) the amount necessary to pay in full and discharge all of Hamlin's Obligations (as defined in the Loan and Security Agreement between Hamlin and Congress); and
- (iii) \$55,000,000 plus such additional loans made by the Refinance Lender to the extent that such additional loans are based on values of inventory and accounts receivable.

In the event of a conflict between the terms and provisions of this Paragraph III.D.11.d and the subordination and intercreditor agreement between the PBGC and Congress, the subordination and intercreditor agreement shall govern and control.

**e. The PBGC Claims Litigation.**

The provisions of this Paragraph 11 shall be without prejudice to the PBGC, the Creditors' Committee and the Liquidation Trust in respect of the litigation regarding the allowance of PBGC's Claims. The USWA shall not participate in the PBGC claims litigation. The PBGC shall have 30 days from the date of this Confirmation Order to amend its proofs of Claim.

**E. ADDITIONAL ACTIONS IN FURTHERANCE OF THE PLAN.**

The approvals and authorizations specifically set forth in this Confirmation Order are nonexclusive and are not intended to limit the authority of the Debtors or the Chairman of the Board, President, Vice President, Secretary or Assistant Secretary of the Debtors (collectively, the "Responsible Officers"), and the Liquidation Trustee, as applicable, to take any and all actions necessary or appropriate to implement, effectuate and consummate the Plan Documents, the Plan

Transactions or this Confirmation Order. Without limiting the generality or effect of any other provision of this Confirmation Order, the appropriate Debtors shall be, and hereby are, authorized and empowered, without action of their respective boards of directors or stockholders, to take any and all such actions as any of their Responsible Officers may determine are necessary or appropriate to implement, effectuate and consummate the Plan Documents, the Plan Transactions or this Confirmation Order. Each of the Responsible Officers of each Debtor and the Liquidation Trustee, as applicable, shall be, and hereby is, authorized to execute, deliver, file or record such contracts, instruments, releases, mortgages, deeds, assignments, leases, applications, reports or other agreements or documents and take such other actions as such Responsible Officer or the Liquidation Trustee, as applicable, may determine are necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, this Confirmation Order and the Plan Transactions, all without further application to or order of this Court and whether or not such actions or documents are specifically referred to in the Plan, the Disclosure Statement, the Disclosure Statement Order, this Confirmation Order or the Exhibits to any of the foregoing, and the Secretary or any Assistant Secretary of each such Debtor or the Liquidation Trustee, as applicable, shall be, and hereby is, authorized to certify or attest to any of the foregoing actions. To the extent that, under applicable nonbankruptcy law, any of the foregoing actions would otherwise require the consent or approval of the

directors or stockholders of any Debtor, this Confirmation Order shall constitute such consent or approval, and such actions shall be, and hereby are, deemed to have been taken by unanimous action of the directors and stockholders of the appropriate Debtor.

**F. RESOLUTION OF CERTAIN OBJECTIONS TO CONFIRMATION.**

Certain of the objections to Confirmation shall be, and hereby are, withdrawn with prejudice on the terms and subject to the conditions of the stipulations attached hereto as Exhibit B and incorporated herein by reference (the "Stipulations"). The Debtors, pursuant to Bankruptcy Rule 9019, shall be, and hereby are, authorized to enter into each of the Stipulations. The compromises and settlements contemplated by each Stipulation are fair, equitable and reasonable and in the best interests of the Debtors and their respective Estates and creditors.

**G. DISCHARGE, RELEASE OF DAIDO, INJUNCTION AND LIMITATION OF LIABILITY.**

**1. No Discharge.**

Pursuant to section 1141(d)(3) of the Bankruptcy Code, this Confirmation Order does not discharge Claims or Interests. However, no holder of a Claim or Interest may, on account of such Claim or Interest, seek or receive any payment or distribution from, or seek recourse against, any assets of the Debtors, the Liquidation Trust, Hamlin or their respective property, except as provided in Section X.C of the Plan and Section III.G.3 of this Confirmation Order.

## 2. Release of Daido.

On the Effective Date, (a) each Plan Participant (other than (i) Daido and (ii) Hamlin solely to the extent that it may affect the technology agreement entered into between Daido and Hamlin), and (b) each holder of a Claim or Interest, for itself and its predecessors, successors, estates and assigns, shall be deemed to have released and forever discharged: (I) Daido, (II) the predecessors, successors and assigns of Daido; and (III) the respective present and former directors, officers, employees and agents, consultants and attorneys of the foregoing entities, acting in such capacity, from any claims, obligations, debts, rights or causes of action, whether known or unknown, existing or hereafter arising, directly or indirectly related to or in connection with the Debtors or property of the Estates, including the claims, debts, rights or causes of action asserted in the Creditors' Committee Litigation based upon any act, omission, transaction or other occurrence taking place on or prior to the Effective Date. In addition, on the Effective Date, the Debtors shall be deemed to have released and forever discharged: (a) IBJ, (b) Tokai, (c) Sanwa Bank Limited, Chicago Branch, (d) Sanwa Business Credit Corporation, (e) Pitney Bowes Credit Corporation and (f) Marubeni (solely in respect of Marubeni's transactions with the Debtors resulting from Marubeni's financing of the Debtors' wastewater treatment facility) from any and all claims, debts, rights or causes of action related to or in connection with the Debtors, including any Avoidance Action. Notwithstanding the foregoing, nothing in

Section X.B of the Plan or this Section III.G.2 will prevent the enforcement of the Plan, or of any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan (including documents of transfer of title), against any of the entities released by Section X.B of the Plan or this Section III.G.2. Notwithstanding anything to the contrary contained in the Plan or this Confirmation Order, if this Confirmation Order is vacated, reversed, amended or otherwise modified and, as a consequence, Congress again has a Claim against the Debtors, the Estates or the Liquidation Trust, the attorney stipulations dated December 14, 1993 and November 28, 1994, between counsel to Congress and counsel to Daido shall be in full force and effect as if this Confirmation Order had not been entered and shall be binding upon Daido and its successors and assigns.

**3. Injunction.**

All holders of Claims or Interests shall be, and hereby are, permanently enjoined from taking any of the following actions: (a) commencing or continuing in any manner or in any place, any action or other proceeding on account of such Claim or Interest against the Plan Participants or property that is to be distributed under the Plan, other than to enforce any right to receive property under the Plan; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against any property that is to be distributed to Claim holders under the Plan, other than as permitted under (a) above; (c) creating, perfecting or enforcing any lien or

encumbrance against any property that is to be distributed pursuant to the Plan or transferred or conveyed pursuant to the Sale Transaction or the Luntz Transaction, other than as permitted under (a) above; (d) commencing or continuing against Hamlin or against any person or entity as an alleged successor to a Debtor in any manner or in any place, any action or other proceeding on account of such Claim or Interest; (e) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to a Debtor, the Liquidation Trustee, the Special Trustees or Hamlin; and (f) commencing or continuing any action, in any manner or in any place, that does not comply with or is inconsistent with the provisions of the Plan; *provided, however,* that during the period from the Confirmation Date through and including the Effective Date, notwithstanding anything contained herein to the contrary, nothing in the Plan or this Confirmation Order shall in any way affect Congress' rights and remedies under the Postpetition Credit Agreement with respect to any Claim of Congress under the Postpetition Credit Agreement. Nothing in Section X.C of the Plan or this Section III.G.3 shall affect claims of Congress against Hamlin in respect of the postconfirmation secured financing to be provided to Hamlin by Congress. Notwithstanding the foregoing, nothing in Section X.C of the Plan or this Section III.G.3 shall prevent the enforcement of the Plan, or of any contract, instrument, release or other agreement or document created or entered into in connection with the Plan (including documents of transfer of title), against any of the entities

enjoined in Section X.C of the Plan or this Section III.G.3. Nothing in the Plan or this Confirmation Order shall impede or prevent, or be deemed to impede or prevent Congress from enforcing any of its rights and remedies against Hamlin (or its nominees, successors or assigns) under the postconfirmation loan documents, and nothing in the Plan or this Confirmation Order shall be deemed to modify Congress' commitment letter to Hamlin. Notwithstanding any of the foregoing, with respect to the Ohio EPA and the U.S. EPA, this Confirmation Order shall not enjoin the Ohio EPA or the U.S. EPA from asserting against Hamlin, or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction, any liability under environmental laws for the assessment, cleanup, remediation and correction of any conditions that exist on the property purchased pursuant to the Sale Transaction (whether such conditions were created before or after the Effective Time of the Sale Transaction), and nothing shall enjoin the Ohio EPA or the U.S. EPA from requiring Hamlin or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction to comply with applicable environmental laws; *provided, however,* that neither Hamlin nor any subsequent owner or operator of the property purchased pursuant to the Sale Transaction shall be liable for penalties for violations that may have been committed by the Debtors on property purchased pursuant to the Sale Transaction prior to the Effective Time of the Sale Transaction. In addition, notwithstanding any of the foregoing, with respect to the Ohio EPA and the U.S. EPA, this Confirmation Order shall

not enjoin the Ohio EPA or the U.S. EPA from asserting against Luntz, or any subsequent owner or operator of the property purchased pursuant to the Luntz Transaction, any liability under environmental laws for the assessment, cleanup, remediation and correction of any conditions that exist on the property purchased pursuant to the Luntz Transaction (whether such conditions were created before or after the Effective Time of the Luntz Transaction), and nothing shall enjoin the Ohio EPA or the U.S. EPA from requiring Luntz or any subsequent owner or operator of the property purchased pursuant to the Luntz Transaction to comply with applicable environmental laws. The application of this injunction to the PBGC is pursuant to the PBGC's express consent as part of a compromise among the PBGC, Hamlin, the USWA and the Creditors' Committee as reflected in this Plan and the Confirmation Order (as a result of which the PBGC has withdrawn its objection to confirmation) and has been arrived at without any hearing or adjudication of the PBGC's objection on the merits.

**4. Preservation of Injunction and Stay to Effective Date.**

Except as otherwise provided in Section III.G.3 above, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or otherwise extant shall remain in full force and effect until the Effective Date.



**5. Limitation of Liability in Connection with the Plan, Disclosure Statement and Related Documents.**

The Plan Participants and Congress shall neither have nor incur any liability to any entity for any act taken or omitted to be taken in connection with or related to the Chapter 11 Cases, including: (a) any act taken or omitted to be taken in connection with, related to or leading to the filing of the Chapter 11 Cases; (b) any act taken or omitted to be taken in connection with or related to the formulation, preparation, dissemination, implementation, Confirmation or consummation of the Plan, the Disclosure Statement, this Confirmation Order or any contract, instrument, release or other agreement or document created or entered into, or any other act taken or omitted to be taken in connection with, the Plan, the Disclosure Statement or the Confirmation Order; or (c) any act taken or omitted to be taken in connection with any estimation, projection, evaluation or investigation undertaken or prepared in connection with the formulation of the Plan, the Disclosure Statement or this Confirmation Order; *provided, however,* (i) that the foregoing shall have no effect on the liability of any Plan Participant that would otherwise result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct; and (ii) with respect to the Purchase Agreement, this provision shall not invalidate, limit or restrict any obligation of Copperweld or Hamlin under the Purchase Agreement or any agreements related to the Purchase Agreement.

**H. SUBSTANTIAL CONSUMMATION.**

The substantial consummation of the Plan, within the meaning of section 1127 of the Bankruptcy Code, shall be, and hereby is, deemed to have occurred on the Effective Date.

**I. RETENTION OF JURISDICTION.**

Notwithstanding the entry of this Confirmation Order or the occurrence of the Effective Date, the Court shall retain such jurisdiction over the Chapter 11 Cases as is legally permissible, including jurisdiction over the matters set forth in Article XI of the Plan.

**J. NOTICE OF ENTRY OF CONFIRMATION ORDER AND ESTABLISHMENT OF ADMINISTRATIVE CLAIM BAR DATES.**

1. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c), the Debtors shall be, and hereby are, directed to serve a notice of the entry of this Confirmation Order and the establishment of bar dates for certain Administrative Claims hereunder, substantially in the form of Exhibit D attached hereto and incorporated herein by reference (the "Confirmation Notice"), on all holders of Claims or Interests no later than 21 days after the Confirmation Date; *provided, however,* that the Debtors shall be obligated to serve the Confirmation Notice only on the record holders of such Claims or Interests.

2. The Debtors shall be, and hereby are, directed to publish the Confirmation Notice once in each of the National Edition of The Wall Street Journal, the Warren Tribune Chronicle, the Youngstown Vindicator, the Morning Edition of The Cleveland

Plain Dealer and the Pittsburgh Post-Gazette no later than  
21 days after the Confirmation Date.

IT IS SO ORDERED.

Dated: Youngstown, Ohio  
September 28, 1995  
at 2:13 p.m.

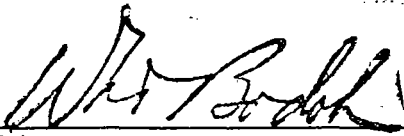
  
\_\_\_\_\_  
William T. Bodoh  
United States Bankruptcy Judge

EXHIBIT A

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

In re:	)	Case Nos. 93-41898
	)	and 93-41899
CSC INDUSTRIES, INC.	)	
and	)	Judge William T. Bodoh
COPPERWELD STEEL COMPANY,	)	
	)	Chapter 11
_____ Debtors.	)	

SECOND AMENDED JOINT PLAN OF REORGANIZATION OF  
CSC INDUSTRIES, INC. AND COPPERWELD STEEL COMPANY

DAVID G. HEMAN  
HEATHER LENNOX  
JONES, DAY, REAVIS & POGUE  
NORTH POINT  
901 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114  
(216) 586-3939

ATTORNEYS FOR CSC  
INDUSTRIES, INC. AND  
COPPERWELD STEEL COMPANY

SHAWN M. RILEY  
MCDONALD, HOPKINS, BURKE  
& HABER CO., L.P.A.  
2100 BANK ONE CENTER  
600 SUPERIOR AVENUE  
CLEVELAND, OHIO 44114  
(216) 348-5400

CO-COUNSEL FOR CSC  
INDUSTRIES, INC. AND  
COPPERWELD STEEL COMPANY

AUGUST 25, 1995

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## TABLE OF EXHIBITS

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I.A.2	12" Mill Lease Agreement
I.A.45	Environmental Closure Trust Agreement
I.A.50	Hamlin Notes
I.A.59	Landfill Trust Agreement
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V.B.2	Documents relating to the Luntz Transaction
VI.A	Executory Contracts and Unexpired Leases to be Assumed and Assigned

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

In re: ) Case Nos. 93-41898  
) and 93-41899  
CSC INDUSTRIES, INC. )  
and ) Judge William T. Bodoh  
COPPERWELD STEEL COMPANY, )  
) Chapter 11  
\_\_\_\_\_) Debtors. )

SECOND AMENDED JOINT PLAN OF REORGANIZATION OF  
CSC INDUSTRIES, INC. AND COPPERWELD STEEL COMPANY

Introduction

CSC Industries, Inc. and Copperweld Steel Company (collectively, the "Debtors") propose the following joint plan of reorganization (the "Plan") for the resolution of the outstanding creditor claims against and equity interests in the Debtors. Reference is made to the Debtors' disclosure statement, filed contemporaneously with the Plan (the "Disclosure Statement"), for a discussion of the Debtors' history, businesses, properties, results of operations and projections for future operations and for a summary and analysis of the Plan and certain related matters. The Debtors are proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. 11 U.S.C. § 1129. All holders of creditor claims against and equity interests in the Debtors are encouraged to read the Plan and the Disclosure Statement in their entirety before voting to accept or reject the

Plan. The Debtors reserve the right to alter, amend or modify the Plan pursuant to the terms of the Plan.

## ARTICLE I.

### DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME AND GOVERNING LAW

#### A. Defined Terms

As used in the Plan, capitalized terms have the meanings set forth below.

Any term used in the Plan that is not defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules.

1. "12" Mill" means, collectively, all equipment and other property described in schedule I to the 12" Mill Lease Agreement, purchased by Pitney Bowes Credit Corporation from Copperweld, all substitutions and replacement parts thereto and all Required Improvements and Nonseverable Improvements (as such terms are defined in the 12" Mill Lease Agreement).

2. "12" Mill Lease Agreement" means, collectively: (a) the Lease Agreement, dated as of April 1, 1991, between Sanwa Business Credit Corporation, as lessor, and Copperweld, as lessee, in the form of Exhibit I.A.2 to the Plan; and (b) all documents related thereto, including security agreements, mortgages and instruments related to the document described in (a) above.

3. "Administrative Claim" means a Claim for costs and expenses of administration allowed under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date of

preserving the respective Estates and operating the businesses of the Debtors (such as wages, salaries or commissions for services and payments for inventories, leased equipment and premises), including the Ohio Edison Claim and the Purchase Agreement Responsibilities; (b) compensation for legal, financial advisory, accounting and other services and reimbursement of expenses awarded or allowed under sections 330(a) or 331 of the Bankruptcy Code; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930; and (d) Allowed Reclamation Claims.

4. "Allowed Claim" or "Allowed Unsecured Claim" means:

- a. a Claim that has been listed by a Debtor in its schedules of liabilities as other than disputed, contingent or unliquidated, to the extent it is not otherwise a Disputed Claim;
- b. a Claim that is allowed: (i) pursuant to the Confirmation Order; (ii) in a Final Order; or (iii) pursuant to the terms of the Plan;
- c. a Claim for which a proof of Claim has been Filed by the Bar Date or has otherwise been deemed timely Filed under applicable law, to the extent that it is not otherwise a Disputed Claim.

5. "Allowed . . . Claim" means an Allowed Claim in the particular Class or category specified. Any reference herein to an Allowed Claim includes both Secured Claims and Unsecured Claims.

6. "Assumed Liabilities" has the meaning assigned to such term in Section 1.5 of the Purchase Agreement.



7. "Avoidance Action" means any claim or cause of action that is the subject of an adversary proceeding in the Bankruptcy Court, including claims and causes of action initiated pursuant to section 542, 543, 544, 545, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code.

8. "Bankruptcy Code" means title 11 of the United States Code, as now in effect or as hereafter amended to the extent applicable to the Chapter 11 Cases.

9. "Bankruptcy Court" means the United States District Court having jurisdiction over any of the Chapter 11 Cases and, to the extent of any reference pursuant to 28 U.S.C. § 157, the bankruptcy unit of such District Court.

10. "Bankruptcy Rules" means, collectively, the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or as hereafter amended to the extent applicable to the Chapter 11 Cases.

11. "Bar Date" means the applicable bar date by which a proof of Claim must be Filed, as established by the Bankruptcy Court, including the Bar Date Order and the Confirmation Order.

12. "Bar Date Order" means the Order Establishing Bar Date for Filing Proofs of Claim and Approving Form and Notice Thereof, entered by the Bankruptcy Court on January 18, 1994.

13. "Business Day" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

14. "Capital Stock" means, collectively: (a) the Old Common Stock of CSC, (b) the Old Common Stock of Copperweld, (c) the Old EIP Preferred Stock and (d) the Old Junior Preferred Stock.

15. "Chapter 11 Cases" means, collectively, the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors.

16. "Claim" means a claim (as defined in section 101(5) of the Bankruptcy Code) against any Debtor.

17. "Class" means a class of Claims or Interests, as described in Article II below.

18. "Clerical Pension Plan" means the Copperweld Steel Company Pension Plan for Clerical Employees, effective July 31, 1983, as amended.

19. "Committees" means, collectively, (a) the Creditors' Committee and (b) the Joint Retirees' Committee.

20. "Confirmation" means the entry of the Confirmation Order on the docket of the Bankruptcy Court.

21. "Confirmation Date" means the date on which the Bankruptcy Court enters the Confirmation Order on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

22. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

23. "Congress" means Congress Financial Corporation (Central).

24. "Contingent Avoidance Action Recovery" means the allocation of the proceeds, if any, received by the Liquidation Trust from the Marubeni Avoidance Action as follows:

a. With respect to Class 5B Claims: in the event that the recovery from the Marubeni Avoidance Action is less than or equal to \$1,000,000, such

recovery shall be allocated in full to the Liquidation Trust for distribution to the holders of Class 5B Claims, with the Liquidation Trust responsible for the expenses related to the prosecution of such action; and

b. With respect to Class 5C Claims: in the event that the recovery from the Marubeni Avoidance Action is in excess of \$1,000,000, any recovery amount in excess of \$1,000,000 shall be shared equally by the Liquidation Trust (which shall still retain the first \$1,000,000 of recovery pursuant to subsection (a) above) and the VEBA Trust, after the proportional allocation of expenses related to such recovery based upon the proportional allocation of such recovery received by the VEBA Trust and the Liquidation Trust pursuant to (a) above and this subsection (b).

25. "Copperweld" means Copperweld Steel Company, an Ohio corporation and the Debtor in Case No. 93-41899.

26. "Creditors' Committee" means the Official Committee of Unsecured Creditors in the Chapter 11 Cases appointed pursuant to section 1102 of the Bankruptcy Code.

27. "Creditors' Committee Litigation" means the adversary proceeding (No. 94-4128) Filed by the Creditors' Committee against Daido on December 30, 1994 seeking, among other things:

- a. disallowance of all of Daido's Claims;
- b. recharacterization of Daido's Claims as equity investments and/or their equitable subordination to the Claims of all other creditors of the Debtors;

c. recovery of certain alleged preferential payments made to Daido by the Debtors prior to the Petition Date;

d. avoidance of the Debtors' transfer of the 12" Mill to Daido as an alleged fraudulent conveyance;

e. transfer of all Daido's security interests in the Debtor's property to the Estate; and

f. "piercing of the corporate veil" between Daido and the Debtors and the entry of a judgment directing Daido to pay in full all Claims against the Debtors.

28. "CSC" means CSC Industries, Inc., a Delaware corporation and the Debtor in Case No. 93-41898.

29. "Daido" means Daido Steel Company, Ltd., a Japanese corporation, and its subsidiaries.

30. "Daido Loan Agreements" means, collectively: (a) the Promissory Note dated September 30, 1993 among the Debtors, as makers, and Daido, as lender; (b) the Letter of Guarantee dated on or about November 6, 1991, as amended and restated by a Maximum Guarantee Amount Revision of Letter of Guarantee dated February 28, 1992 in respect of certain obligations of CSC to Tokai; (c) the Continuing Guarantee (Limited Form) dated February 28, 1992 in respect of certain obligations of CSC to IBJ; (d) the Credit Facility dated April 20, 1992 among the Debtors and Daido; (e) the Agreement for Guarantee dated as of February 1992 in respect of the Debtors' obligations to IBJ and Tokai; (f) the Indemnity Agreement dated as of March 2, 1992 in respect of Debtors' obligations to IBJ and Tokai; (g) the Indemnity Agreement dated as of April 2, 1992 in respect of CSC's

obligations to IBJ and Tokai; (h) the letter of guaranty and Guaranty dated October 10, 1991 in respect of Copperweld's obligations to the Director of Development of the State of Ohio; (i) the letter of comfort dated November 6, 1991 and a Guarantee dated as of December 13, 1993 in respect of Copperweld's obligations to Marubeni regarding Copperweld's waste water treatment facility; (j) the Letter of Guarantee dated August 27, 1993 in respect of Copperweld's obligations to The Sanwa Bank, Limited, Chicago Branch and Sanwa Business Credit Corporation; and (k) all security agreements, pledge agreements, mortgages, instruments and assignments thereof related to the documents identified in (a) through (j) above.

31. "Debtors" means, collectively, CSC and Copperweld both prior to and following the Effective Date.

32. "Delaware General Corporation Law" means title 8 of the Delaware Code, as now in effect or hereafter amended.

33. "Disclosure Statement" means the disclosure statement (including all Exhibits and Schedules thereto or referenced therein) that relates to the Plan, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

34. "Disputed Claim" means:

a. if no proof of Claim has been Filed by the Bar Date or has otherwise been deemed timely Filed under applicable law: (i) a Claim that has been listed on a Debtor's schedule of liabilities as other than disputed, contingent or unliquidated, but as to which the applicable Debtor, the Liquidation Trust or, prior to the Effective Date, any other party in interest, has Filed an objection or (ii) a Claim

that has been listed on a Debtor's schedule of liabilities as disputed, contingent or unliquidated; or

b. if a proof of Claim or request for payment of an Administrative Claim has been Filed by the Bar Date or has otherwise been deemed timely Filed under applicable law: (i) a Claim that is listed on a Debtor's schedule of liabilities as other than disputed, contingent or unliquidated, but as to which the nature or amount of the Claim as asserted in the proof of Claim varies from the nature and amount of such Claim as it is listed on the schedule of liabilities; *provided, however*, that such Claim shall not be a Disputed Claim under such circumstances if a Debtor or the Liquidation Trustee determines that the allowable nature and amount of the Claim is as asserted in the proof of Claim; or (ii) a Claim as to which an objection has been Filed by the applicable Debtor, the Liquidation Trust or, prior to the Effective Date, any other party in interest, and such objection has not been withdrawn or denied by a Final Order.

c. Notwithstanding the foregoing, a Claim that is allowed in nature, amount, validity and priority: (i) pursuant to the Confirmation Order; (ii) in a Final Order; or (iii) pursuant to the terms of the Plan shall not be a Disputed Claim, and the Liquidation Trust shall be prohibited from Filing any objections to such Allowed Claims.

35. **"Disputed Insured Claim"** and **"Disputed Uninsured Claim"** means, respectively, an Insured Claim or Uninsured Claim that is also a Disputed Claim.

36. **"Distributable Proceeds"** means the Liquidation Trust Assets, less:  
(a) \$2,000,000 to be distributed to Daido pursuant to Section IV.B.1 of the Plan;

(b) Administrative Claims, Priority Tax Claims and Other Priority Claims, including any postpetition liabilities that constitute Administrative Claims and that are not Assumed Liabilities; and (c) Secured Claims, all of which deductions shall be estimated as of the Effective Time of the Sale Transaction. Distributable Proceeds shall not include any interest, dividend or other income earned on cash or the Hamlin Notes by the Liquidation Trust after the Effective Date, and shall not include any increase in value from investments made by the Liquidation Trust. Distributable Proceeds shall not be affected by any decrease in Class 2 or Class 5B Claims realized by the Liquidation Trust, including such decreases as may result from set-offs, recoupments or counterclaims.

37. "Distributable Proceeds Adjustments" means, collectively, adjustments to the Distributable Proceeds, calculated from time to time, but no less than on a monthly basis, after the Effective Time of the Sale Transaction, to reflect the following:

- (a) any reduction in the amount to be allocated to the Environmental Closure Trust;
- (b) recoveries in respect of any lawsuits, claims, debts, rights or causes of action, including Avoidance Actions (other than the Marubeni Avoidance Action), to the extent that such recoveries result in the receipt by the Estate or the Liquidation Trust of cash or notes;
- (c) any reduction or increase in the value of assets not acquired by Hamlin pursuant to the Sale Transaction, including a reduction in accounts receivable or prepaid assets to the extent that they are not actually collected by the Estate or the Liquidation Trust;
- (d) any increase or decrease in the amount of purchase price paid by Hamlin under Section 2.1(c) of the Purchase Agreement;
- (e) any other decrease resulting from the accrual of Purchase Agreement Responsibilities; and
- (f) any reduction or increase in Secured Claims,

Administrative Claims, Priority Tax Claims or Other Priority Claims, including any postpetition liabilities not assumed by Hamlin.

38. "Distribution Record Date" means the close of business on the Confirmation Date.

39. "Document Reviewing Center" means, collectively: (a) the offices of the Debtors located at 4000 Mahoning Avenue, N.W., Warren, Ohio 44483, and (b) any other location designated by the Debtors at which any party in interest may review all of the Exhibits and Schedules to the Plan and the Disclosure Statement.

40. "Effective Date" means a Business Day, as determined by the Debtors, that is at least 11 days after the Confirmation Date but no later than October 11, 1995 unless otherwise agreed by the Plan Participants, and on which: (a) no stay of the Confirmation Order is in effect, (b) the Confirmation Order has not been vacated and (c) all conditions to the Effective Date, as set forth below in Section IX.B of the Plan, have been satisfied or waived (if waivable) pursuant to Section IX.C below.

41. "Effective Time of the Luntz Transaction" means the time on the Effective Date at which the Luntz Transaction is consummated and becomes effective pursuant to the terms of the Luntz Transaction and applicable law.

42. "Effective Time of the Sale Transaction" means the time on the Effective Date at which the Sale Transaction is consummated and becomes effective pursuant to the terms of the Purchase Agreement and applicable law.

43. "Environmental Closure Claim" means, collectively: (a) the Claims of the Ohio EPA and the U.S. EPA arising out of the Landfills and such other environmental



closure obligations that remain with the Estate after the consummation of the Sale Transaction; and (b) any other Claim of the Ohio EPA or the U.S. EPA.

44. "Environmental Closure Trust" means the trust created pursuant to the Environmental Closure Trust Agreement.

45. "Environmental Closure Trust Agreement" means the trust agreement substantially in the form of Exhibit I.A.45 to the Plan.

46. "Estate" means, as to each Debtor, the estate created for that Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

47. "File," "Filed" or "Filing" means file, filed or filing with the Bankruptcy Court in the Chapter 11 Cases.

48. "Final Order" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in any Chapter 11 Case or the docket of any other court of competent jurisdiction, which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari has expired, and no appeal or petition for certiorari has been timely filed, or as to which any appeal that has been or may be taken or any petition for certiorari that has been timely filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought.

49. "Hamlin" means Hamlin Holdings, Inc., an Ohio corporation, and any successors to or assignees of, or nominees as to, any of its rights and obligations under the Purchase Agreement.

50. "Hamlin Notes" means the note or notes substantially in the form of Exhibit I.A.50 to the Plan, required under the terms of the Purchase Agreement.

51. "IBJ" means The Industrial Bank of Japan, Limited, Chicago Branch.

52. "Insured Claim" means any Claim arising from an incident or occurrence that is covered under a Debtor's insurance policy.

53. "Intercompany Claim" means, collectively: (a) any account reflecting intercompany book entries by one Debtor with respect to any other Debtor; and (b) any Claim not reflected in such book entries that is held by one Debtor against the other.

54. "Interests" means the rights of the holders of the Old Common Stock of CSC, the Old Common Stock of Copperweld, the Old EIP Preferred Stock or the Old Junior Preferred Stock, and the rights of any entity to purchase or demand the issuance of any of the foregoing, including: (a) redemption, conversion, exchange, voting, participation or dividend rights; (b) liquidation preferences; and (c) stock options and warrants.

55. "LC Claims" means Claims under or evidenced by the Postpetition Credit Agreement for Claims for (a) the aggregate face amount of outstanding letters of credit and (b) fees and expenses reasonably estimated by Congress to be incurred in connection therewith.

56. "Joint Retirees' Committee" means the official joint committee of non-USWA Retirees appointed in the Chapter 11 Cases pursuant to the Order Appointing a Committee of Certain Retired Employees to Serve as the Authorized Representative of the Nonunion and Certain Union Retirees Pursuant to Section 1114 of the Bankruptcy Code, entered by the Bankruptcy Court on June 23, 1994.

57. "Landfills" means the area of real property located on the Debtors' plant in Warren, Ohio on which certain landfills known as the Eastern Landfill and the EAF Dust Landfill have been closed pursuant to a Consent Decree entered into with the U.S. EPA

in Civil Action No. C86-4991Y filed in the United States District Court for the Northern District of Ohio, Eastern Division, as administered by the Ohio EPA.

58. "Landfill Trust" means the trust at PNC Bank, N.A. (No. 55357-4), which was established pursuant to the Landfill Trust Agreement.

59. "Landfill Trust Agreement" means the Trust Agreement, dated as of January 1990, by and between Copperweld, as grantor, and Pittsburgh National Bank, as trustee, for postclosure maintenance of the Landfills, a copy of which is attached as Exhibit I.A.59 to the Plan.

60. "Liquidation Trust" means the trust established pursuant to the Liquidation Trust Agreement.

61. "Liquidation Trust Agreement" means the trust agreement substantially in the form of Exhibit I.A.61 to the Plan, incorporated herein by reference.

62. "Liquidation Trust Assets" means, collectively, all property of any kind, nature or description and in any form, of the Debtors remaining after the Effective Time of the Sale Transaction, including: (a) all claims, debts, rights and causes of action and defenses, setoffs and recoupments in favor of the Debtors; (b) all cash and cash equivalents, including tax refunds and accounts receivable; (c) all Avoidance Actions and recoveries therefrom; (d) all proceeds from the Sale Transaction and the Luntz Transaction; (e) all proceeds, if any, realized by the sale, if any, of real property to be retained by the Debtors (other than the real property to be sold to Luntz); (f) all property acquired, received or earned by the Liquidation Trust; and (g) all legal and equitable interests in and to any of the foregoing; *provided, however*, that such property shall specifically exclude the real estate to

be retained by Copperweld pursuant to the Purchase Agreement and cash sufficient to make the payments required under Section III.A.4 of the Plan.

63. "Liquidation Trustee" means the trustee of the Liquidation Trust.

64. "Luntz" means Luntz Corporation, formerly known as Luntz Iron and Steel Company, a Delaware corporation.

65. "Luntz Purchase Agreement" means the Real Estate Purchase Agreement, dated August 23, 1995, between Copperweld and Luntz, substantially in the form of Exhibit I.A.65 to the Plan.

66. "Luntz Transaction" means the sale to Luntz of the real property located on the Debtors' plant in Warren, Ohio pursuant to the Luntz Purchase Agreement and section V.B.2 of the Plan.

67. "Marubeni" means Marubeni America Corporation, a New York corporation.

68. "Marubeni Avoidance Action" means any Avoidance Action commenced by the Debtors or the Liquidation Trust against Marubeni.

69. "Ohio Edison Claim" means the Allowed Administrative Claim against Copperweld in the amount of \$650,000 pursuant to the Order Approving Compromise and Settlement of Controversy with Ohio Edison Company Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, entered by the Bankruptcy Court on January 9, 1995.

70. "Ohio EPA" means the Ohio Environmental Protection Agency.

71. "Ohio General Corporation Law" means chapter 1701 of the Ohio Revised Code, as now in effect or hereafter amended.

72. "Old Common Stock of . . ." means, when used with reference to a particular Debtor, the common stock issued by such Debtor and outstanding immediately prior to the Effective Date.

73. "Old EIP Preferred Stock" means the convertible, exchangeable, preferred stock (Employee Stock Plan Series) of CSC issued pursuant to the Debtors' Employee Investment Program.

74. "Old Junior Preferred Stock" means the convertible junior preferred stock of CSC.

75. "Ordinary Course Professionals Order" means the Order Granting Motion of Debtors and Debtors in Possession for Authority to Retain and Employ Certain Professionals in the Ordinary Course of Business, entered by the Bankruptcy Court on January 28, 1994.

76. "Other Priority Claim" means a Claim that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code and that is not an Administrative Claim or a Priority Tax Claim.

77. "PBGC" means the Pension Benefit Guaranty Corporation.

78. "PBGC Litigation" means, collectively, the four separate lawsuits commenced on December 15, 1994, by the PBGC against Copperweld in the United States District Court for the Northern District of Ohio, Eastern Division, under Case Nos. 4:94CV2578, 4:94CV2579, 4:94CV2580 and 4:94CV2581, as subsequently consolidated, seeking to terminate the Pension Plans and the Clerical Pension Plan in accordance with 29 U.S.C. §§ 1342, 1348 and 1362.

79. **"PBGC Unsecured Claims"** means, collectively, the Unsecured Claims of the PBGC arising out of, in connection with or related to the Pension Plans and the Clerical Pension Plan, including contributions to such plans that become due and payable after the Petition Date to the extent not Allowed Administrative Claims, Allowed Priority Tax Claims or Allowed Other Priority Claims.

80. **"Pension Plans"** means, collectively: (a) the Copperweld Steel Company Pension Plan for Salaried Employees, effective July 1, 1986; (b) the Copperweld Steel Company Pension Plan for Plant Guards, effective July 31, 1983, as amended; and (c) the Copperweld Steel Company Pension Plan for Production and Maintenance Employees, effective July 31, 1983, as amended.

81. **"Petition Date"** means November 22, 1993.

82. **"Plan"** means this joint plan of reorganization for each of the Debtors and all Exhibits attached hereto or referenced herein, as the same may be amended, modified or supplemented.

83. **"Plan Participants"** means, collectively: (a) the Debtors, (b) the Creditors' Committee and its members; (c) the Joint Retirees' Committee and its members; (d) Daido; (e) the USWA; (f) Hamlin; (g) the Liquidation Trust; and (h) the respective directors, officers, employees and professionals, acting in such capacity, of any of the foregoing entities.

84. **"Postpetition Credit Agreement"** means, collectively, the following documents, as they may have been amended: (a) the Accounts Financing Agreement [Security Agreement], together with Rider No. 1 dated December 8, 1994 between Copperweld and Congress; (b) the Trade Financing Agreement dated December 8, 1994

between Copperweld and Congress; (c) the Corporate Guaranty and Waiver executed by CSC in favor of Congress; (d) the Subordination Agreement executed by CSC in favor of Congress; (e) the Orders Authorizing Debtors to Obtain Secured Credit entered by the Bankruptcy Court on December 3, 1993 and December 14, 1993; and (f) the Agreed Order Amending and Extending Final Order Authorizing Debtors to Obtain Secured Credit, entered on November 29, 1994.

85. "Priority Tax Claim" means a Claim that is entitled to priority in payment pursuant to section 507(a)(7) of the Bankruptcy Code.

86. "Pro Rata" means:

a. when used with reference to distributions of cash or payments in respect of the Hamlin Notes, proportionally so that with respect to an Allowed Claim, the ratio of (a)(i) the amount of property distributed on account of a particular Allowed Claim to (ii) the amount of the Allowed Claim, is the same as the ratio of (b)(i) the amount of property distributed on account of all Allowed Claims of the Class in which the particular Allowed Claim is included to (ii) the amount of all Allowed Claims in that Class; and

b. when used in any other instance, proportionally.

87. "Professional" means any professional retained in the Chapter 11 Cases pursuant to sections 327 or 1103 of the Bankruptcy Code or any professional seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

88. "Purchase Agreement" means the Asset Purchase Agreement between Copperweld and Hamlin, dated as of October 28, 1994, as amended, substantially in the form of Exhibit I.A.88 to the Plan, which is incorporated herein by reference.

89. "Purchase Agreement Responsibilities" means the obligations of Debtors to Hamlin arising under or in connection with the Purchase Agreement and related documents, including indemnification obligations and postclosing adjustments.

90. "Reclamation Claim" means a Claim for reclamation allowed in accordance with section 546(c) of the Bankruptcy Code.

91. "Restructuring Transactions" means, collectively: (a) the Sale Transaction; (b) the Luntz Transaction; (c) the transfer of the Debtors' property into the Liquidation Trust pursuant to Section V.B.3.a of the Plan; (d) the transfer of the 12" Mill by the Debtors to Hamlin pursuant to the Purchase Agreement and Section V.B.1.b of the Plan; and (e) the dissolution of CSC and Copperweld pursuant to Delaware General Corporation Law and Ohio General Corporation Law, respectively, and Section V.B.7 of the Plan.

92. "Retiree" means any current or former employee of the Debtors who has retired or is eligible to retire on or prior to the Effective Time of the Sale Transaction, and his or her eligible dependents (including spouses, ex-spouses, children and any other party holding Claims by, on behalf of or through a former employee).

93. "Retiree Benefits" means payments to any entity or person for the purpose of providing or reimbursing payments for retired employees and their spouses and dependents, for medical, surgical or hospital care benefits, or benefits in the event of sickness, accident, disability or death under any plan, fund or program (through the purchase of insurance or otherwise) made available, maintained or established in whole or in part by



the Debtors prior to the Petition Date. The foregoing specifically excludes payments in respect of the Pension Plans or the Clerical Pension Plan.

94. "Sale Transaction" means the sale of certain of the assets of Copperweld to Hamlin pursuant to the Purchase Agreement and Section V.B.1 of the Plan.

95. "Secured Claim" means a Claim that is secured by a lien on property in which an Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder's interest in the applicable Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code.

96. "Special Trusts" means, collectively: (a) the Environmental Closure Trust, (b) the Landfill Trust and (c) the VEBA Trust.

97. "Special Trust Agreements" means, collectively: (a) the Environmental Closure Trust Agreement, (b) the Landfill Trust Agreement and (c) the VEBA Trust Agreement.

98. "Special Trustees" means, collectively: (a) the trustee of the Environmental Closure Trust, (b) the trustee of the Landfill Trust and (c) the board of trustees of the VEBA Trust.

99. "Substantive Consolidation" means the consolidation of the Chapter 11 Cases and the combining of the Estates, for purposes of the Plan and the distributions therein, by aggregating their assets and liabilities and eliminating cross-corporate guaranties and inter-Estate debt pursuant to Section V.A of the Plan.

100. "Tokai" means The Tokai Bank, Limited, Chicago Branch.

101. **"Trade Claim"** means any Unsecured Claim arising from or with respect to the sale of goods or rendition of services prior to the Petition Date, in the ordinary course of the applicable Debtor's business, including any Claim of an employee that is not a Priority Claim.

102. **"Uninsured Claim"** means any Claim that is not an Insured Claim.

103. **"Unsecured Claim"** means any Claim that is not an Administrative Claim, Priority Tax Claim, Other Priority Claim, Secured Claim or Intercompany Claim.

104. **"U.S. EPA"** means the United States Environmental Protection Agency.

105. **"USWA"** means the United Steelworkers of America, AFL-CIO, CLC.

106. **"USWA Collective Bargaining Agreements"** means, collectively:  
(a) the Agreement between Copperweld and the USWA, Local No. 2243, Production and Maintenance Employees, dated October 1, 1989, as subsequently amended; (b) the Agreement between Copperweld and the USWA, Local No. 7691, Office and Clerical Employees, dated November 1, 1989, as subsequently amended; and (c) all documents related to either of the foregoing.

107. **"VEBA Trust"** means the Voluntary Employees' Beneficiary Association Trust established pursuant to the VEBA Trust Agreement.

108. **"VEBA Trust Agreement"** means the trust agreement substantially in the form of Exhibit I.A.108 to the Plan.

109. **"Voting Deadline"** means the deadline for submitting ballots to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, as specified in the Disclosure Statement.

**B. Rules of Interpretation, Computation of Time and Governing Law**

**1. Rules of Interpretation**

For purposes of the Plan: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (b) any reference in the Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) any reference in the Plan to an existing document or Exhibit Filed or to be Filed means such document or Exhibit, as it may have been or may be amended, modified or supplemented pursuant to the Plan; (d) unless otherwise specified herein, any reference to an entity as a holder of a Claim includes that entity's successors, assigns and affiliates; (e) unless otherwise specified, all references in the Plan to Articles, Sections and Exhibits are references to Articles, Sections and Exhibits of or to the Plan; (f) the words "herein" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; and (h) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply.

**2. Computation of Time**

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

**3. Governing Law**

Except to the extent that the Bankruptcy Code or Bankruptcy Rules are applicable, and subject to the provisions of any contract, instrument, release or other

agreement or document entered into in connection with the Plan, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without giving effect to the principles of conflicts of law thereof.

## ARTICLE II.

### CLASSES OF CLAIMS AND INTERESTS

#### A. In General

The Plan is premised on the Substantive Consolidation of the Chapter 11 Cases and the Estates for purposes of the Plan and distributions to be made pursuant to the Plan, as provided in Section V.A of the Plan. All Claims and Interests, except Administrative Claims and Priority Tax Claims, are placed in the Classes described below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims and Claims under or evidenced by the Postpetition Credit Agreement, as described below in Article III, have not been classified.

A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes only to the extent that any remainder of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released or otherwise satisfied prior to the Effective Date.

**B. Claims Against and Interests in the Debtors**

**1. Unimpaired Classes of Claims  
(Classes 1 through 3)**

a. **Class 1 Claims:** Other Priority Claims.

b. **Class 2 Claims:** Unsecured Claims against a Debtor of \$250 or less, and Unsecured Claims against a Debtor that the Claim holder elects by the Voting Deadline to reduce to \$250 on the ballot provided for voting on the Plan. A holder of a Claim that would have been classified in Class 5B, absent the existence of this Class 2, may make this election only as to all such holder's Claims in Classes 2 and 5B. Therefore, if a Claim holder makes an election to reduce any Class 5B Claim to \$250, all of such holder's Class 2 and 5B Claims shall be reduced to \$250 in the aggregate, and no Claims of the Claim holder shall remain in Class 5B. To obtain classification in Class 2 for multiple Unsecured Claims under \$250 that aggregate more than \$250 and would otherwise be classified in Class 5B absent the existence of this Class 2, the holder of such Claims must elect classification in Class 2 as if such Claims were, in the aggregate, one Claim, even if such Claims were purchased by or assigned to the holder making the election from different Claim holders.

c. **Class 3 Claims:** Secured Claims against a Debtor that are not classified in Class 4.

**2. Impaired Classes of Claims  
(Classes 4 through 5C)**

a. **Class 4 Claims:** Secured and Unsecured Claims of Daido against a Debtor under or evidenced by the Daido Loan Agreements.

b. **Class 5A Claims:** Environmental Closure Claims against a Debtor.

c. **Class 5B Claims:** Unsecured Claims against a Debtor that are not otherwise classified, including Trade Claims and the PBGC Unsecured Claims.

d. **Class 5C Claims:** Unsecured Claims of the USWA and the Retirees for, arising out of, in connection with or related to Retiree Benefits.

**3. Impaired Classes of Interests  
(Classes 6A through 6E)**

a. **Class 6A Interests:** Interests of the holders of Old Common Stock of CSC.

b. **Class 6B Interests:** Interests of the holders of Old Common Stock of Copperweld.

c. **Class 6C Interests:** Interests of the holders of Old Junior Preferred Stock.

d. **Class 6D Interests:** Interests of the holders of Old EIP Preferred Stock.

e. **Class 6E Interests:** Interests in a Debtor that are not otherwise classified in Classes 6A through 6D.

**ARTICLE III.**

**TREATMENT OF UNCLASSIFIED CLAIMS AND INTERESTS**

**A. Administrative Claims**

**1. In General**

Except as specified in this Section III.A, and subject to the Bar Date provisions herein, unless otherwise agreed by the holder of an Administrative Claim and the applicable Debtor or the Liquidation Trustee, each holder of an Administrative Claim shall

receive, in full satisfaction of its Claim, cash equal to the amount of such Administrative Claim on the Effective Date or, if the Administrative Claim is not allowed as of the Effective Date, 30 days after the date on which an order allowing such Claim becomes a Final Order.

**2. Statutory Fees**

On or before the Effective Date, Administrative Claims for fees payable pursuant to section 1930 of title 28 of the United States Code, 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the hearing on Confirmation, shall be paid in cash equal to the amount of such Administrative Claims.

**3. Ordinary Course Liabilities**

Administrative Claims based on liabilities incurred by a Debtor in the ordinary course of its business that are Assumed Liabilities (including, to the extent constituting Assumed Liabilities, Administrative Claims that are Trade Claims, Administrative Claims of governmental units for taxes and Administrative Claims arising from or under those executory contracts and unexpired leases of the kind described in Section VI.A) shall be assumed and paid by Hamlin in the ordinary course following the Effective Time of the Sale Transaction pursuant to the terms and conditions of (a) the particular transaction giving rise to such Administrative Claims and (b) the Purchase Agreement, without any further action by the holders of such Claims and to the extent that such Claims are supported by the Debtors' books and records. On the Effective Date, the Liquidation Trust shall pay Administrative Claims based on liabilities incurred by a Debtor in the ordinary course of its business that are not Assumed Liabilities (including, to the extent not constituting Assumed Liabilities, Administrative Claims that are Trade Claims, Administrative Claims of governmental units for taxes, Administrative Claims arising from or under those executory contracts and

unexpired leases of the kind described in Section VI.A and Administrative Claims relating to Debtors' obligations to pay royalties to Daido pursuant to the Bankruptcy Court order entered on March 22, 1995) pursuant to the terms and conditions of the particular transaction giving rise to such Administrative Claims, without any further action by the holders of such Claims and to the extent that such Claims are supported by the Debtors' books and records.

**4. Claims Under Postpetition Credit Agreement**

On the Effective Date, all Claims under or evidenced by the Postpetition Credit Agreement, including Claims for attorneys' fees, LC Claims and all other fees, costs and charges, shall be paid by the Debtors in cash equal to the amount of such Claims. Subsequent to the Effective Date, Congress shall remit all such cash, if any, received from the Debtors in respect of LC Claims pertaining to outstanding letters of credit in existence on the Effective Date, less any amounts paid or incurred by Congress in connection with such LC Claims, to the Liquidation Trust within 10 Business Days after the expiration of each such letter of credit. On the Effective Date and concurrently with payment in full of the Claims of Congress set forth in this Section III.A.4, the Debtors and Congress shall be deemed to have released any claims, obligations, debts, rights or causes of action that each of them hold, held or may hold against the other arising out of, related to or in connection with, or under or evidenced by, the Postpetition Credit Agreement; *provided, however*, that such release shall not apply to the obligations of Congress set forth in the preceding sentence to remit certain cash received from the Debtors in respect of LC Claims.

**5. Allowed Administrative Claim of the USWA**

a. On the Effective Date, the USWA (on behalf of the entities it represents) shall be deemed to have an Allowed Administrative Claim in the amount of



\$300,000 on account of grievances arising under the USWA Collective Bargaining Agreements as of the date of this Plan. The Confirmation Order shall constitute an order allowing such Claim in full satisfaction of all of the USWA's Administrative Claims, and on the Effective Date, the Liquidation Trust shall pay \$300,000 to the USWA or entities designated by the USWA. Except as stated above, the USWA's Allowed Administrative Claim described in the preceding sentences, the Allowed Class 5B Claim of the USWA described in Section IV.B.2.b below, the Allowed Class 5C Claim of the USWA described in Section IV.B.2.c below and the payment to be made to the USWA pursuant to subsection (b) below shall constitute the entire Claims of the USWA, its individual members and all Retirees of the USWA against the Debtors, the Estate and the Liquidation Trust, arising out of the USWA Collective Bargaining Agreements.

b. The Purchase Agreement, which is incorporated by reference in this Plan, provides that in recognition of services provided in the Chapter 11 Cases by the professionals retained by the USWA, including negotiating the Plan and provisions in relation to the VEBA Trust to be created under Section V.D of the Plan, pursuant to the Confirmation Order, Hamlin shall be ordered and directed to pay the fees and expenses of the USWA professionals in the amounts shown by the documentation submitted to Hamlin (but in any event not to exceed \$650,000) as soon as practicable after (i) the Effective Time of the Sale Transaction and (ii) the submission of documentation to Hamlin.

**6. Bar Dates for Administrative Claims**

**a. General Bar Date Provisions**

Except as otherwise provided in Section III.A.3 or Section III.A.6.b, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on

the Liquidation Trust, pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order, no later than 30 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Claims and that do not File and serve a request by the applicable Bar Date shall be forever barred from asserting such Claims, including such Claims against the Debtors, the Liquidation Trust or their respective property. Objections to such requests must be Filed and served on the Liquidation Trust (if not Filed by the Liquidation Trust) and the requesting party by the later of: (i) 75 days after the Effective Date or (ii) 60 days after the Filing of the applicable request for payment of Administrative Claims.

**b. Bar Dates for Certain Administrative Claims**

**(i) Professional Compensation**

Professionals or other entities requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code for services rendered before the Effective Date (including compensation requested pursuant to section 503(b)(3) and (4) of the Bankruptcy Code by any Professional or other entity for making a substantial contribution in any Chapter 11 Case) must File and serve on the Liquidation Trust and such other entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of compensation and reimbursement of expenses no later than 45 days after the Effective Date; *provided, however*, that any Professional who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses for services rendered before the Effective Date, without further Bankruptcy Court review or approval, pursuant to

the Ordinary Course Professionals Order. Objections to applications of Professionals or other entities for compensation or reimbursement of expenses must be Filed and served on the Liquidation Trust (if not Filed by the Liquidation Trust) and the requesting party by the later of: (a) 65 days after the Effective Date and (b) 20 days after the Filing of the applicable request for payment of Administrative Claims.

**(ii) Ordinary Course Liabilities**

Except as provided in Section III.A.3 above, holders of Administrative Claims based on liabilities incurred by a Debtor in the ordinary course of its business (including Administrative Claims that are Trade Claims, Administrative Claims of governmental units for taxes and Administrative Claims arising from or under those executory contracts and unexpired leases of the kind described in Section VI.A (other than Administrative Claims relating to cure amounts)) shall not be required to File or serve any request for payment of such Claims. Such Claims shall be satisfied pursuant to Section III.A.3 above.

**(iii) Purchase Agreement Responsibilities**

Purchase Agreement Responsibilities shall be satisfied by the Liquidation Trust, which shall assume them as of the Effective Time of the Sale Transaction, under the terms of the Purchase Agreement, and Hamlin shall not be required to File or serve any request for payment in respect of Purchase Agreement Responsibilities except to the extent of the requirements set out in the Purchase Agreement.

**(iv) Claims Under or Evidenced by the Postpetition Credit Agreement**

Claims under or evidenced by the Postpetition Credit Agreement shall be satisfied on the Effective Date by payment in full of such Claims by the Debtors pursuant to Section III.A.4 above. Congress shall not be required to File or serve any request for

payment in respect of Claims under or evidenced by the Postpetition Credit Agreement except to the extent required by the Postpetition Credit Agreement.

**B. Priority Tax Claims**

Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, each holder of an Allowed Priority Tax Claim shall be paid in full, in cash, together with simple interest accruing from the Effective Date at the rate of 8% per annum on the unpaid portion of such Claim, in equal quarterly installments of principal over a period not exceeding six years after the date of the assessment in full satisfaction of its Allowed Priority Tax Claim, unless such holder and the applicable Debtor or the Liquidation Trustee agree to other terms, or an order of the Bankruptcy Court provides for other terms. Payment of Allowed Priority Tax Claims made pursuant to this Section III.B shall be made from the Liquidation Trust established pursuant to Section V.B.3.a below. The first payment shall be payable on the latest of (1) 120 days after the Effective Date, (2) 30 days after the date on which an order allowing such Claim becomes a Final Order and (3) such other time as is agreed upon by the holder of such Claim and the Liquidation Trustee; *provided, however*, that the Liquidation Trustee shall have the right to prepay any Allowed Priority Tax Claim, or the remaining balance of such Claim, in full, at any time on or after the Effective Date, without premium or penalty.

## ARTICLE IV.

### TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

#### A. Treatment of Unimpaired Classes of Claims

##### 1. Class 1 Claims:

Pursuant to section 1129(a)(9)(B) of the Bankruptcy Code, on the Effective Date, holders of Allowed Class 1 Claims shall be paid in full, in cash, in full satisfaction of their Allowed Claims in Class 1.

##### 2. Class 2 Claims:

On the Effective Date, each holder of an Allowed Claim in Class 2 shall receive cash equal to the amount of such Claim (as reduced, if applicable, pursuant to an election by the holder thereof), in full satisfaction of such Claim.

##### 3. Class 3 Claims:

On the Effective Date, each holder of an Allowed Claim in Class 3 shall receive cash equal to the amount of such Claim, in full satisfaction of such Claim.

#### B. Treatment of Impaired Classes of Claims

##### 1. Class 4 Claims:

In full settlement of the Creditors' Committee Litigation and as consideration for (a) the transfer of the 12" Mill to the Debtors and (b) the conveyance and assignment to the Liquidation Trust of the Claims Filed by Daido and the liens and security interests securing its Claims, on the Effective Date: (x) the Liquidation Trust shall pay to Daido \$2,000,000 in cash to be allocated exclusively to Daido's Secured Claims; (y) the Creditors' Committee Litigation shall be deemed withdrawn, with prejudice by a Final Order of the

Bankruptcy Court; and (z) Daido shall be released from all claims, debts, rights and causes of action as provided in Section X.B below in respect of Class 4 Claims.

**2. Class 5 Claims:**

**a. Class 5A Claims:**

On the Effective Date, holders of Allowed Class 5A Claims shall receive a Pro Rata beneficial interest in the Environmental Closure Trust or in the Landfill Trust, ~~as applicable~~, in full satisfaction of their Allowed Claims. The Liquidation Trust shall fund: (i) the Environmental Closure Trust with sufficient funds, not in excess of \$3,884,375 in cash, to effect the closure of the real estate to be retained by the Estate to the extent required by law (other than the real estate to be purchased by Luntz pursuant to the Luntz Purchase Agreement) specified in the Environmental Closure Trust; and (ii) the Landfill Trust with \$423,000 in cash.

**b. Class 5B Claims:**

On the Effective Date, each holder of an Allowed Claim in Class 5B shall receive a Pro Rata beneficial interest in the Liquidation Trust in full satisfaction of such holder's Allowed Claims (except as against the Liquidation Trust). On and after the Effective Date, the Liquidation Trust shall retain for the benefit of the holders of Allowed Class 5B Claims, all of the Liquidation Trust Assets, less all distributions made or to be made by the Liquidation Trustee pursuant to Articles III and IV of the Plan. On the Effective Date, the USWA (on behalf of the entities it represents) shall be deemed to have an Allowed Class 5B Claim in the amount of \$200,000 on account of grievances relating to the USWA Collective Bargaining Agreements. The Confirmation Order shall constitute an order allowing such Claim in full satisfaction of all of the USWA's Class 5B Claims, and the

Liquidation Trust shall make a distribution in respect of the USWA's Allowed Class 5B Claims to the USWA or entities designated by the USWA.

c. **Class 5C Claims:**

(i) On the Effective Date, each holder of an Allowed Claim in Class 5C (except for the USWA) shall become a member of the VEBA Trust as provided therein in full satisfaction of such holder's Allowed Claim (except as against the VEBA Trust to the extent of the benefits provided by the VEBA Trust pursuant to the VEBA Trust Agreement). On the Effective Date, the VEBA Trust shall receive: (I) \$13,700,000 in cash (subject to the adjustment in accordance with Section IV.B.2.c.ii below); (II) \$5,300,000 in principal amount of Hamlin Notes; and (III) the Contingent Avoidance Action Recovery.

In the event that Distributable Proceeds do not include sufficient available cash to complete full funding of the VEBA Trust on the Effective Date, prior to making any distribution of cash on account of Class 5B Claims the Liquidation Trust shall promptly make distributions to the VEBA Trust upon receipt of additional cash realized by the Liquidation Trust from the collection of accounts receivable, prepaid assets and any other assets not purchased by Hamlin pursuant to the Sale Transaction until funding of the VEBA Trust pursuant to this Section IV.B.2.c is complete.

(ii) In addition to the distribution described in Section IV.B.2.c.i above, if the Distributable Proceeds, as increased or decreased in accordance with the Distributable Proceeds Adjustments, are greater than \$30,000,000, the VEBA Trust shall receive a distribution equal to sixty percent (60%) of such increase over \$30,000,000. If Distributable Proceeds, as increased or decreased in accordance with the Distributable Proceeds Adjustments, are less than \$30,000,000, the VEBA Trust promptly shall pay to the

Liquidation Trust sixty percent (60%) of the amount that the Distributable Proceeds, as adjusted, are less than \$30,000,000.

(iii) In addition to the distributions described in Sections IV.B.2.c.i and IV.B.2.c.ii above, the VEBA Trust shall receive from Hamlin an additional annual distribution of \$150,000 in cash for five years for the benefit of non-USWA Retirees. The first such payment shall be made on March 15, 1996.

(iv) Notwithstanding any of the foregoing, to the extent that cash is not otherwise available to effect the cash distribution set forth in Section IV.B.2.c.i above, the Liquidation Trust may retain sufficient cash from Distributable Proceeds to effect the administration of the Liquidation Trust up to a maximum balance at any one time of \$10,000.

(v) The terms of the VEBA Trust and its governance are described in the VEBA Trust Agreement. The VEBA Trust shall succeed to and be decreed the assignee of all rights to Retiree Benefits and shall receive all distributions under the Plan on account of such Retiree Benefits. No holder of a right to receive Retiree Benefits shall receive any distribution under the Plan on account of such rights other than by or through the VEBA Trust. The VEBA Trust shall determine a plan of benefits, including any member contributions, and make all payments and distributions to holders of rights to Retiree Benefits, as modified.

## **C. Treatment of Impaired Classes of Interests**

### **1. Class 6A Interests:**

No property shall be distributed to or retained by the holders of Interests in Class 6A on account of such Interests.



**2. Class 6B Interests:**

No property shall be distributed to or retained by the holders of Interests in Class 6B on account of such Interests.

**3. Class 6C Interests:**

No property shall be distributed to or retained by the holders of Interests in Class 6C on account of such Interests.

**4. Class 6D Interests:**

No property shall be distributed to or retained by the holders of Interests in Class 6D on account of such Interests.

**5. Class 6E Interests:**

No property shall be distributed to or retained by the holders of Interests in Class 6E on account of such Interests.

**D. No Accrual of Postpetition Interest**

Except as otherwise provided in the Plan, no holder of an Allowed Unsecured Claim shall be entitled to the accrual of postpetition interest or the payment by the Debtors or the Liquidation Trustee or their successors of postpetition interest on account of such Claim for any purpose.

**ARTICLE V.**

**MEANS FOR IMPLEMENTING THE PLAN**

**A. Substantive Consolidation**

As of the Confirmation Date, the Chapter 11 Cases and the Debtors' respective Estates shall be substantively consolidated pursuant to this Section V.A.

C The Confirmation Order shall constitute an order of the Bankruptcy Court approving the Substantive Consolidation of the Debtors' respective Estates as described in this Section V.A. Accordingly, from and after the Confirmation Date, (1) all assets and liabilities of the Debtors shall be treated as though the Debtors had been merged into a single entity; (2) any Claim against or other obligation or liability of any Debtor, including any guaranty of any obligation or liability of the other Debtor, shall be treated as a single obligation of the Debtors; and (3) each and every proof of Claim Filed in the Chapter 11 Case of any Debtor shall be deemed Filed in a substantively consolidated case.

**B. Restructuring Transactions**

**1. Consummation of the Sale Transaction**

a. On the Effective Date, the Debtors shall be authorized to and shall take such actions as may be necessary or appropriate to effect the Sale Transaction. Such actions may include: (i) the conveyance to Hamlin of the assets specified in the Purchase Agreement, free and clear of any lien, claim, encumbrance or interest of any entity other than Congress (solely in respect of post-confirmation liens, claims, encumbrances or interests), and all such actions necessary or appropriate to effect such conveyance in accordance with the terms of the Purchase Agreement; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, duty or obligation on terms consistent with the Purchase Agreement and the Plan and having such other terms to which the Debtors and Hamlin may agree; (iii) the filing of appropriate certificates with the Secretary of State of the State of Ohio or State of Delaware, as applicable, or other governmental offices, pursuant to the applicable provisions of the laws of the State of Ohio or State of Delaware, as applicable, and the

Purchase Agreement; and (iv) all other actions that the Debtors or Hamlin reasonably determine to be necessary or appropriate to effect the Sale Transaction. All such instruments or certificates and any other material documents to be executed, delivered, filed or recorded in connection with the Sale Transaction shall be substantially in the form of Exhibit V.B.1.a to the Plan.

b. On the Effective Date and pursuant to the Confirmation Order, the 12" Mill shall be deemed to be property of the Debtors. The Confirmation Order shall require Daido to execute and deliver to the Debtors, or either of them, the documents attached hereto collectively as Exhibit V.B.1.b to evidence such ownership by the Debtors or either of them. Such transfer shall be exempt from transfer taxes as provided in Article V.J below. Thereafter, but also on the Effective Date, the Debtors shall convey title to the 12" Mill to Hamlin pursuant to the terms of the Purchase Agreement.

c. The Debtors and, following the Effective Time of the Sale Transaction, the Liquidation Trust, shall be authorized and directed to make any payments and satisfy any obligations required by the terms of the Purchase Agreement. Except as otherwise provided in the preceding sentence, to the extent that any provision of the Plan is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern. Notwithstanding any of the foregoing, Copperweld and Hamlin agree not to modify the Purchase Agreement without the Debtors' first complying with the Plan modification process pursuant to Section XII.C below if such modification would result in a material and substantive change to any particular Class distribution under the Plan.

d. Notwithstanding the allocation of the Hamlin Notes between the Liquidation Trust and the VEBA Trust pursuant to Sections IV.B.2.b and IV.B.2.c above,

the indebtedness under or evidenced by the Hamlin Notes shall be a single, nonseverable obligation of Hamlin. Hamlin may not prefer either the Liquidation Trust or the VEBA Trust with respect to payment of principal and interest on the Hamlin Notes. All payments of principal and interest, including any prepayments or payments made in respect of a restructuring of Hamlin's obligations, must be made to the Liquidation Trust and the VEBA Trust Pro Rata. Further, if Hamlin asserts any right to payment, setoff, recoupment or counterclaim in respect of the Purchase Agreement (other than with respect to the postclosing adjustments to the purchase price, if any, calculated in accordance with Section 2.1(c) of the Purchase Agreement) or otherwise, Hamlin shall agree to assert such right to payment, setoff, recoupment or counterclaim, Pro Rata, first against the Hamlin Notes and second, only after the obligations under or evidenced by the Hamlin Notes are exhausted, against cash. The right of payment, setoff, recoupment or counterclaim referred to in this Section V.B.1.d shall be available to all Hamlin entities regardless of which Hamlin entity directly or indirectly holds the right. To the extent that the Liquidation Trust or the VEBA Trust shall receive or shall have received, by reason of a payment, setoff, recoupment or counterclaim by Hamlin, more than it would otherwise be entitled to receive under this Section V.B.1.d, the Liquidation Trust or the VEBA Trust, as applicable, shall promptly deliver such excess to the other party in cash or in the form received, and until so delivered, the same shall be held in trust by the Liquidation Trust or the VEBA Trust, as applicable, as property of the other.

e. The Confirmation Order shall constitute an order of the Bankruptcy Court pursuant to sections 105, 363(b), 363(f), 363(m) (including such findings as may relate to Congress), 365, 1123, 1129 and 1141 of the Bankruptcy Code, approving and effectuating

the sale, conveyance, assignment, transfer and delivery to Hamlin of all assets, rights and properties to be sold, conveyed, assigned, transferred and delivered to Hamlin pursuant to the Purchase Agreement, on terms consistent with the Purchase Agreement, free and clear of any claim and of any interest therein of any entity other than Copperweld, to the full extent contemplated by the Purchase Agreement.

f. Pursuant to Article XI below, the Bankruptcy Court shall retain jurisdiction to resolve any disputes arising under, related to or in connection with Section V.B.1. To the extent necessary to effect relief in accordance with this Section V.B.1, the Bankruptcy Court may order turnover or recoupment of distributions made by the Liquidation Trust or the VEBA Trust and may entertain actions by the Liquidation Trustee or the VEBA Trust to enforce the terms of the Hamlin Notes.

## 2. Consummation of the Luntz Transaction

On the Effective Date, the Debtors shall be authorized to and shall take such actions as may be necessary or appropriate to effect the Luntz Transaction. Such actions may include: (a) the execution and delivery of the Luntz Purchase Agreement, appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, duty or obligation on terms consistent with the terms of the Luntz Purchase Agreement and the Plan and having such other terms to which the Debtors and Luntz may agree; (b) the filing of appropriate certificates with the Secretary of State of the State of Ohio or State of Delaware, as applicable, pursuant to the applicable provisions of the laws of the State of Ohio or State of Delaware, as applicable; and (c) all other actions that the Debtors determine to be necessary or appropriate to effect the Luntz Transaction. All such instruments or certificates and any other material documents to be executed, delivered, filed

or recorded in connection with the Luntz Transaction shall be substantially in the form of Exhibit V.B.2 to the Plan.

**3. Pooling the Debtors' Assets**

**a. Creation of the Liquidation Trust**

On the Effective Date, the Debtors shall establish the Liquidation Trust.

After the Effective Time of the Sales Transaction, the Debtors shall transfer, convey or assign the Liquidation Trust Assets to the Liquidation Trust. The Liquidation Trust shall be deemed to be appointed a successor in interest to and representative of the Estate within the meaning of section 1123(b)(3)(B) of the Bankruptcy Code. The Liquidation Trust shall pay the Purchase Agreement Responsibilities, and, except as otherwise provided in Section III.A.4 above and the Liquidation Trust Agreement, the Liquidation Trust shall pay the charges incurred on or after the Effective Date for disbursements, expenses or related support services without application to the Bankruptcy Court, except for compensation or reimbursement of expenses for any services rendered after the Effective Date in connection with any applications for such compensation or reimbursement pending on the Effective Date or Filed and served after the Effective Date pursuant to Section III.A.6.b.i above.

**b. The Liquidation Trust's Obligations Under the Plan**

From and after the Effective Time of the Sale Transaction, the Liquidation Trust shall perform the obligations of the Debtors under the Plan, including the obligations of the Debtors to pay or otherwise satisfy the Allowed Claims held against the Estate, including the Purchase Agreement Responsibilities.

#### **4. Cancellation of Capital Stock and Debt Instruments**

On the Effective Date, (a) each share of Capital Stock issued and outstanding or held in treasury and (b) each and every debt instrument to which any Debtor is an obligor (other than as provided in the Plan) shall be cancelled and of no further force and effect. No consideration shall be paid or delivered with respect to the shares of Capital Stock so cancelled. All of the foregoing shall be effective without any action on the part of the Debtors or the holders of such Capital Stock or debt instruments. Such further actions shall be taken consistent with the Plan as may be necessary or appropriate to result in there being no shares of Capital Stock from and after the later of (a) the Effective Time of the Sale Transaction and (b) the Effective Time of the Luntz Transaction. The holders of such cancelled securities shall have no rights arising from or related to such securities, except the rights provided pursuant to the Plan.

#### **5. Workers' Compensation Claims**

On the Effective Date, the Debtors shall abandon to the Bureau of Workers' Compensation and the Industrial Commission of the State of Ohio: (a) all obligations in respect of workers' compensation Claims and (b) any right, title or interest in and to surety bonds or other security instruments or deposits granted or made to the State of Ohio in connection with the Debtors' prior compliance with the workers' compensation laws set forth in chapter 4123 of the Ohio Revised Code.

#### **6. Pension Plans**

As of the Effective Date, (a) the Pension Plans shall be terminated in accordance with 29 U.S.C. § 1342; or (b) the termination of the Pension Plans shall be effected in accordance with otherwise applicable federal law, including the Employee

Retirement Income Security Act of 1974, as amended. In addition, as of the Effective Time of the Sale Transaction, Hamlin shall assume the Clerical Pension Plan and become responsible for such plan's funding obligations after that time. After such terminations and assumption and in consideration of the distributions to be received pursuant to Articles III and IV of the Plan, all obligations of the Debtors to, and all Claims of the PBGC, any other regulatory or governmental agency or any other person related to the Pension Plans, or relating to the Clerical Pension Plan prior to the Effective Date, shall be deemed to have been satisfied in full without further action on the part of the Debtors.

7. Dissolution of CSC and Copperweld

On the later of (a) the Effective Date or (b) promptly following the Effective Time of the Sale Transaction, the Debtors shall be authorized to take such actions as may be necessary or appropriate to dissolve and terminate their corporate existence. CSC shall execute and deliver a certificate of dissolution containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of the Delaware General Corporation Law, and Copperweld shall execute and deliver a certificate of dissolution containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of the Ohio General Corporation Law. The Debtors shall also each execute and deliver appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, duty or obligation on terms consistent with the terms of the Plan and take all other actions that such entities determine to be necessary or appropriate to effectuate the dissolution of CSC and Copperweld and terminate their corporate existence.



**C. The Environmental Closure Trust**

On the Effective Date, the Debtors shall take any and all actions as may be necessary or appropriate to establish the Environmental Closure Trust, including the execution and delivery of the Environmental Closure Trust Agreement.

**D. The VEBA Trust; Modification of Retiree Benefits**

Prior to the Effective Date, the Debtors shall take any and all actions as may be necessary or appropriate to establish the VEBA Trust, including the execution and delivery of the VEBA Trust Agreement. On the Effective Date, Retiree Benefits shall be modified with the consent of the authorized representatives (as such term is defined in section 1114(b) and (c) of the Bankruptcy Code) of the Retirees pursuant to section 1114(e)(1)(B) of the Bankruptcy Code, and holders of Claims on account of Retiree Benefits shall receive the treatment specified in Section IV.B.2.c above. From and after the Effective Date, the Retiree Benefits, as modified, shall be considered a new plan, fund or program of benefits (and not a continuation of any of the Debtors' benefit plans) and shall be provided and administered exclusively by the VEBA Trust pursuant to the terms of the VEBA Trust Agreement. The Confirmation Order shall constitute an order modifying Retiree Benefits pursuant to section 1114(e)(1)(B) of the Bankruptcy Code.

**E. Assignment of Daido's Claims**

On the Effective Date, Daido shall transfer, convey and assign its Claims to the Liquidation Trust, and all of the liens, mortgages and other security interests arising under, related to or in connection with the Daido Loan Agreements shall be transferred to the Liquidation Trust pursuant to such assignment, subject to such defenses or rights that may

otherwise exist and that are not inconsistent with the terms of the Plan, including the dismissal of the Creditors' Committee Litigation referenced herein.

**F. Certain Property to be Transferred**

On the Effective Date, the Debtors shall transfer the real estate retained by the Estate (other than the real estate to be sold to Luntz pursuant to the Luntz Purchase Agreement) that is subject to the Environmental Closure Trust and the Landfill Trust to an entity to be identified in a notice to be Filed on or before September 22, 1995. As of the Effective Time of the Sale Transaction or the Effective Time of the Luntz Transaction, as applicable, Hamlin and Luntz shall have any and all applicable Ohio environmental permits or other authorization necessary to operate their respective purchased assets in a lawful manner. Nothing in the Plan shall relieve Hamlin or Luntz from the obligation of obtaining such permits.

**G. Limitations on Amounts to Be Distributed to Holders of Allowed Insured Claims**

Distributions under the Plan to each holder of an Allowed Insured Claim shall be in accordance with the treatment provided under the Plan for the Class in which such Allowed Insured Claim is classified, but solely to the extent that such Allowed Insured Claim is not satisfied from proceeds payable to the holder thereof under any pertinent insurance policies and applicable law. Nothing in this Section V.G shall constitute a waiver of any claim, debt, right or cause of action that any entity may hold against any other entity, including the Debtors' insurance carriers. From and after the Effective Date, the Liquidation Trust shall be authorized to enforce any right of the Debtors or the Estate under any of the Debtors' insurance policies.

## **H. Preservation of Rights of Action; Releases by Recipients of Distributions**

### **1. Preservation of Rights of Action**

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into in connection with the Plan, pursuant to section 1123(b) of the Bankruptcy Code, the Liquidation Trust and its successors shall retain and may enforce any claims, debts, rights or causes of action that the Debtors or the Estate may hold against any entity, including (a) Avoidance Actions and the Marubeni Avoidance Action, whether or not Filed prior to the Effective Date; and (b) any claim, debt, right or cause of action, of any kind or nature, arising under state or federal law; *provided, however*, that the foregoing shall specifically exclude claims, debts, rights or causes of action, of any kind or nature, against Daido; IBJ; Tokai; the Director of Development of the State of Ohio; Sanwa Bank Limited, Chicago Branch; Sanwa Business Credit Corporation; Pitney Bowes Credit Corporation; and Marubeni; *provided, further, however*, that such exclusion of claims, debts, rights or causes of action against Marubeni shall apply solely to the extent that such claim, debt, right or cause of action relates to transactions involving the Debtors' waste water treatment facility. Neither the Debtors nor the Liquidation Trust shall be permitted to pursue any claims, debts, rights or causes of action against any of the entities listed in the preceding sentence to the extent therein provided. Such claims, debts, rights or causes of action shall be deemed released pursuant to this Section V.H.1. The Liquidation Trust and its successors may pursue such retained claims, debts, rights or causes of action, as appropriate, on behalf of and in accordance with the best interests of the Estate. On the Effective Date, the Liquidation Trust shall be deemed to have been appointed as the

representative of the Estate within the meaning of section 1123(b)(3)(B) of the Bankruptcy Code.

## 2. Releases by Recipients of Distributions

Except as otherwise provided in the Plan, each entity receiving a distribution pursuant to the Plan on account of its Allowed Claim (including all entities acquiring rights under any Special Trust or the Liquidation Trust) shall be deemed to forever release and waive all known and unknown claims, debts, rights and causes of action of any nature that such entity has, had or may have against: (a) the Debtors' present and former directors, officers, employees, agents, attorneys, accountants, investment bankers and other representatives; (b) Congress; and (c) Hamlin. The foregoing does not include (i) claims, debts, rights and causes of action that Congress has, had or may have against Hamlin; (ii) claims, debts, rights or causes of action to enforce the terms of the Plan, including the provisions of Section IV.B.2.c.iii above; (iii) claims, debts, rights and causes of action that first arise after the Effective Date; or (iv) claims, debts, rights and causes of action that do not arise from a relationship of the applicable released entity to a Debtor, to the fullest extent permitted under applicable law. The Confirmation Order shall enjoin the prosecution, whether directly, derivatively or otherwise, of any claim, debt, right or cause of action released or to be released pursuant to the Plan. Notwithstanding any of the foregoing, with respect to the Ohio EPA, the Confirmation Order shall not release Hamlin, or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction, from any liability under environmental laws for the assessment, cleanup, remediation and correction of any conditions that exist on the property purchased pursuant to the Sale Transaction (whether such conditions were created before or after the Effective Time of the

Sale Transaction), and nothing shall release Hamlin or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction from complying with applicable environmental laws; *provided, however*, that neither Hamlin nor any subsequent owner or operator of the property purchased pursuant to the Sale Transaction shall be liable for penalties for violations that may have been committed by the Debtors on the property purchased pursuant to the Sale Transaction prior to the Effective Time of the Sale Transaction.

**I. Treatment of Liens**

Except as otherwise provided in Sections IV.B.1 and V.E, and subject to the provisions of Section III.A.4, of the Plan or in any contract, instrument, release or other agreement or document created in connection with the Plan, on the Effective Date, all mortgages, deeds of trust, liens or other security interests against the property of any Estate shall attach to the proceeds of the Sale Transaction or the Luntz Transaction, as applicable, and shall not attach to the assets purchased by Hamlin pursuant to the Sale Transaction or to the assets purchased by Luntz pursuant to the Luntz Transaction.

**J. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes**

The Chairman of the Board, President, Chief Financial Officer or any Vice President of each Debtor shall be authorized to (1) execute, deliver, file or record such contracts, instruments, releases and other agreements or documents contemplated by or entered into in connection with the Plan and (2) take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

The Secretary of each Debtor shall be authorized to certify or attest to any of the foregoing

actions. Pursuant to section 1146(c) of the Bankruptcy Code, the creation or transfer of any mortgage, deed of trust or other security interest; the making or assignment of any lease or sublease; or the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including any agreements of consolidation; deeds; bills of sale; assignments; assignments, assumptions or delegations of any asset, property, right, liability, duty or obligation; or instruments of transfer executed in connection with any of the Restructuring Transactions consummated pursuant to Section V.B above, shall not be subject to any stamp tax, real estate transfer tax or similar tax.

## ARTICLE VI.

### EXECUTORY CONTRACTS AND UNEXPIRED LEASES

#### A. Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned

##### I. Assumptions, Assumptions and Assignments and Rejections Generally

a. Except as otherwise provided in the Plan or the Confirmation Order or a Final Order, on the Effective Date, pursuant to section 365 of the Bankruptcy Code, the Debtors shall assume, or assume and assign, as indicated, each of the executory contracts and unexpired leases on Exhibit VI.A to the Plan. Executory contracts and unexpired leases that are not assumed or assumed and assigned as provided in the preceding sentence shall be deemed rejected as of the Effective Date. The Debtors or the Liquidation Trustee, as applicable, shall provide notice of any amendments to Exhibit VI.A to the parties to the executory contracts or unexpired leases affected thereby and to the parties on the then current Service List No. 1 in the Chapter 11 Cases; *provided, however*, that Exhibit VI.A shall not be amended after the Effective Date without the written consent of both Hamlin and the

Liquidation Trustee. Each contract and lease listed on Exhibit VI.A shall be assumed and assigned only to the extent that any such contract or lease constitutes an executory contract or unexpired lease. Listing a contract or lease on Exhibit VI.A shall not constitute an admission by the applicable Debtor or the Liquidation Trustee that such contract or lease is an executory contract or unexpired lease (including related agreements as described below in Section VI.B) or that such Debtor or the Liquidation Trustee has any liability thereunder.

b. If a party to a contract or lease listed on Exhibit VI.A asserts the right to a cure payment in excess of the amount set forth in the notice contemplated by Section VI.A.4 below, then upon the Bankruptcy Court's determination by a Final Order that a cure payment is required to assume or assume and assign such contract or lease, the contract or lease automatically shall be deemed rejected, unless prior to the date on which such order becomes a Final Order, Hamlin Files a written notice with the Bankruptcy Court of its willingness to pay a cure amount equal to the amount determined to be owed in the Final Order.

**2. Assumptions of Executory Contracts and Unexpired Leases  
Related to Real Property**

Except as otherwise provided in the Purchase Agreement, each executory contract and unexpired lease to be assumed or assumed and assigned pursuant to the Plan that relates to the use or occupancy of real property shall include: (a) modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such executory contract or unexpired lease, irrespective of whether such agreement, instrument or other document is listed on Exhibit VI.A; and (b) executory contracts or unexpired leases appurtenant to the premises listed on Exhibit VI.A, including all easements; licenses;

permits; rights; privileges; immunities; options; rights of first refusal; powers; uses; usufructs; reciprocal easement agreements; vault, tunnel or bridge agreements or franchises; and any other interests in real estate or rights *in rem* related to such premises, unless any of the foregoing agreements are rejected pursuant to Section VI.A.1 above.

**3. Assignments Related to the Restructuring Transactions**

As of the effective time of any Restructuring Transaction consummated pursuant to Section V.B above, any executory contract or unexpired lease (including any related agreements) to be held by a surviving, resulting or acquiring entity in such Restructuring Transaction shall be deemed assigned to the applicable entity pursuant to section 365 of the Bankruptcy Code.

**4. Approval of Assumptions, Assignments and Rejections**

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions, assignments and rejections described in this Section VI.A pursuant to section 365 of the Bankruptcy Code, as of the Effective Date. The order of the Bankruptcy Court approving the Disclosure Statement, the Confirmation Order or another order of the Bankruptcy Court entered on or prior to the Confirmation Date shall specify the procedures for providing notice to each party whose executory contract or unexpired lease is being assumed or assumed and assigned pursuant to the Plan of: (a) the contract or lease being assumed or assumed and assigned; (b) the amount of the cure payment, if any, that the applicable Debtor believes is required to be paid in connection with such assumption; and (c) the procedures for such party to object to the assumption, assignment or amount of the proposed cure payment.



**B. Payments Related to Assumptions of Executory Contracts and Unexpired Leases**

Any monetary amounts by which each executory contract and unexpired lease to be assumed and assigned pursuant to the Plan is in default shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code: (1) by payment of the default amount in cash on the Effective Date or (2) on such other terms as are agreed to by the parties to such executory contract or unexpired lease. If there is a dispute regarding: (1) the amount of any default amount or cure payment; (2) the ability of the entity assuming such contract or lease to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed and assigned; or (3) any other matter pertaining to assumption and assignment of such contract or lease, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving the assumption or assumption and assignment.

**C. Claims Arising From Rejection; Bar Date For Rejection Damages**

If the rejection of an executory contract or unexpired lease pursuant to Section VI.A gives rise to a Claim by the other party or parties to such contract or lease, such Claim shall be forever barred and shall not be enforceable against the Debtors, the Liquidation Trust or their respective property unless a proof of Claim is Filed and served on the Liquidation Trust, pursuant to the procedures specified in the Confirmation Order and the notice of the entry of the Confirmation Order or another order of the Bankruptcy Court, no later than 30 days after the later of: (1) the Effective Date and (2) delivery of a notice of

amendment pursuant to Section VI.A.1 providing for the rejection of the applicable executory contract or unexpired lease.

## ARTICLE VII.

### PROVISIONS GOVERNING DISTRIBUTIONS

#### A. Distributions for Claims Allowed as of the Effective Date

1. On the Effective Date and except as provided in Section III.A.4 above, the Liquidation Trust shall effect the distributions required to be made pursuant to Articles III and IV above, including distributions to (a) Daido, (b) the Environmental Closure Trust and the Landfill Trust, pursuant to Section IV.B.2.a above, and (c) to the VEBA Trust, pursuant to Section IV.B.2.c above. After such distributions to Daido and the Special Trusts from the Liquidation Trust are effected, (y) the Special Trustees of the Environmental Closure Trust and the Landfill Trust, as applicable, shall be obligated to provide to the holders of Allowed Claims in Class 5A the treatment specified in the Environmental Closure Trust Agreement and the Landfill Trust Agreement, respectively; and (z) the VEBA Trust, pursuant to the terms of the VEBA Trust Agreement, shall determine and make all payments and distributions to the holders of rights to receive Retiree Benefits, as modified pursuant to section 1114(e)(1)(B) of the Bankruptcy Code and Section V.D above.

2. Except as otherwise provided in this Article VII and except for distributions to be made to Congress pursuant to Section III.A.4 above and Daido pursuant to Section IV.B.1 above, distributions to be made on the Effective Date to holders of Claims that are allowed as of the Effective Date shall be deemed made on the Effective Date if made in accordance with the terms of Article IV of the Liquidation Trust Agreement.

**B. Delivery of Distributions and Undeliverable or Unclaimed Distributions**

**1. Delivery of Distributions in General**

Distributions to holders of Allowed Claims in Classes other than Classes 5A and 5C shall be made: (a) at the addresses set forth on the respective proofs of Claim Filed by such holders, (b) at the addresses set forth in any written notices of address change delivered to the Liquidation Trust after the date of Filing of any related proof of Claim or (c) at the addresses reflected in the applicable Debtor's schedule of liabilities if no proof of Claim has been Filed and the Liquidation Trust has not received a written notice of a change of address. Distributions to holders of Allowed Claims in Classes 5A and 5C shall be made by the Special Trustees in accordance with the terms of the applicable Special Trust Agreement. From and after the Effective Date, holders of Allowed Claims in Classes 5A and 5C shall have no recourse against the Debtors, the Liquidation Trust or their respective property; however, the VEBA Trust and the USWA shall have standing to enforce the provisions of the Plan relating to Class 5C Claims or the VEBA Trust.

**2. Undeliverable Distributions**

**a. In General**

Except for distributions to be made by the Special Trusts on account of Class 5A and 5C Claims, which distributions shall be governed by the applicable Special Trust Agreement, the procedures governing undeliverable distributions shall be those set forth in Article IV of the Liquidation Trust Agreement.

**b. Failure to Claim Undeliverable Distributions**

Any holder of an Allowed Claim in Classes other than Classes 5A and 5C that does not assert a claim pursuant to the Plan for an undeliverable distribution within one year

after the Effective Date or such other date as may be ordered by the Bankruptcy Court shall have its claim for such undeliverable distribution discharged and shall be forever barred from asserting any such claim against the Debtors, the Liquidation Trust or their respective property, and the funds shall become part of the Liquidation Trust Assets available for further distribution. Nothing contained in the Plan shall require the Liquidation Trust to attempt to locate any holder of an Allowed Claim.

**C. Distribution Record Date**

Except as provided in Bankruptcy Rule 3019(a), as of the close of business on the Distribution Record Date, the Liquidation Trust shall have no obligation to recognize the transfer of any Claim occurring after the close of business on the Distribution Record Date and shall be entitled for all purposes herein to recognize and deal only with those holders of record as of the close of business on the Distribution Record Date.

**D. Means of Cash Payments**

Cash payments made pursuant to the Plan by the Liquidation Trust shall be in U.S. dollars by checks drawn on a domestic bank selected by the Liquidation Trust or by wire transfer from a domestic bank, at the option of the Liquidation Trust. The payment to Daido specified in Section IV.B.1 above shall be made in U.S. dollars by wire transfer.

**E. De Minimis Distributions**

If the amount in the Liquidation Trust on the Effective Date would result in a distribution of less than \$25.00 to any holder of an Allowed Claim in a Class other than Classes 5A and 5C and subject to the provisions of Section 4.7 of the Liquidation Trust Agreement, the holder of such Allowed Claim shall not receive such distribution, shall have

its claim for such distribution discharged and shall be forever barred from asserting any Claim against the Debtors, the Liquidation Trust and their respective property.

**F. Compliance with Tax Requirements**

1. In connection with the Plan, to the extent applicable, the Liquidation Trustee shall comply with all tax withholding and reporting requirements imposed on it by any governmental unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements, and the Liquidation Trustee shall be authorized to pay excise or other employer-related taxes. The Liquidation Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements.

2. Notwithstanding any other provision of the Plan, each entity receiving a distribution of cash pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such distribution.

**G. Setoffs**

The Liquidation Trustee may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Claim (before any distribution is made on account of such Claim), the claims, debts, rights and causes of action of any nature that the Liquidation Trust may hold against the holder of such Allowed Claim (including the claims, debts, rights and causes of action previously held by a Debtor and conveyed to the Liquidation Trust pursuant to Section V.B.3.a of the Plan); *provided, however*, that neither

the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Liquidation Trust of any such claims, debts, rights and causes of action that the applicable Debtor or the Liquidation Trust may possess against such holder.

#### **H. Special Provisions Related to Secured Claims**

Except with respect to the distribution to be received by Daido pursuant to Section IV.B.1 above and except as described in Section III.A.4 above, as a condition precedent to receiving distributions pursuant to the Plan on account of Secured Claims, each Claim holder that is to receive such distributions in satisfaction of Secured Claims shall have transferred to the Liquidation Trust, on or as of the Effective Date, of all mortgages, deeds of trust, liens or other security interests on any property of the Debtors, in recordable form if appropriate, and delivered the same to the Liquidation Trustee. Any Claim holder that fails to execute such transfer document shall not be entitled to receive distributions pursuant to the Plan. In such cases, any cash that would have been distributed to the applicable holder of a Secured Claim shall be held as an undeliverable distribution by the Liquidation Trustee pursuant to the provisions set forth above in Section VII.B.

#### **I. Surrender of Cancelled Instruments or Securities**

Except with respect to the distribution to be received by Daido pursuant to Section IV.B.1 above, as a condition precedent to receiving any distribution pursuant to the Plan on account of an Allowed Claim evidenced by the instruments, securities or other documentation cancelled pursuant to Section V.B.4 above, the holder of such Claim shall tender the applicable instruments, securities or other documentation evidencing such Claim to the Liquidation Trustee. Any consideration to be distributed pursuant to the Plan on account

of any such Claim shall, pending such surrender, be treated as an undeliverable distribution pursuant to Section VII.B above.

## **ARTICLE VIII.**

### **PROCEDURES FOR RESOLVING DISPUTED CLAIMS**

#### **A. Treatment of Disputed Claims**

Except for Disputed Claims in Classes 5A and 5C, which Disputed Claims shall be resolved in accordance with the applicable Special Trust Agreement, procedures governing Disputed Claims shall be those set forth or referred to in Article IV of the Liquidation Trust Agreement.

#### **B. Authority to Prosecute Objections**

After the Effective Date, only the Liquidation Trustee shall have the authority to File objections, settle, compromise, withdraw or litigate to judgment objections to Claims, all as set forth more specifically in the Liquidation Trust Agreement. Notwithstanding any of the foregoing and in recognition that the recovery for holders of Class 5C Claims is affected by the disposition of Administrative Claims, Secured Claims, Priority Tax Claims and Other Priority Claims, any proposed settlement or compromise of a Disputed Claim in a Class other than Classes 5A and 5C by the Liquidation Trustee that results in there being an Allowed Administrative Claim, Allowed Secured Claim, Allowed Priority Tax Claim or Allowed Other Priority Claim in an amount greater than \$50,000 shall be subject to the prior approval of the Bankruptcy Court, after notice and a hearing pursuant to Bankruptcy Rule 9019, and the prior consent of the USWA, which consent shall not be unreasonably withheld. The Liquidation Trustee shall keep the USWA informed as to settlement discussions that may

result in Allowed Administrative Claims, Allowed Secured Claims, Allowed Priority Tax Claims or Allowed Other Priority Claims in an amount greater than \$50,000 and shall provide the USWA with sufficient information for a reasonable evaluation of such Claims. If the USWA withholds such approval, the Liquidation Trustee shall have the right to seek approval of such proposed compromise or settlement from the Bankruptcy Court after notice and a hearing. Any such compromise or settlement shall not be approved if the Bankruptcy Court determines that the USWA reasonably withheld its consent.

## ARTICLE IX.

### CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

#### A. Conditions to Confirmation

The Bankruptcy Court shall not enter the Confirmation Order unless and until each of the following conditions has been satisfied or duly waived (if waivable) pursuant to Section IX.C below:

1. Prior to or concurrent with Confirmation, the Bankruptcy Court shall have entered an order substantively consolidating the Chapter 11 Cases and providing that for purposes of the Plan and the distributions thereunder: (a) all Intercompany Claims between the Debtors shall be deemed eliminated; (b) all assets and liabilities of the Debtors shall be merged or treated as though they were merged; (c) any obligations of either Debtor and all guaranties thereof executed by either Debtor shall be deemed to be one obligation; (d) any Claims Filed or to be Filed in connection with any such obligation and guaranties shall be deemed one Claim against the consolidated Debtors; (e) each Claim or Interest Filed in the Chapter 11 Case of



either Debtor shall be deemed Filed against the consolidated Debtors in the consolidated Chapter 11 Cases; and (f) all transfers, disbursements and distributions made by either Debtor shall be deemed to have been made by both of the Debtors.

2. The Bankruptcy Court shall have entered an order approving the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code.

3. The Confirmation Date shall have occurred on or prior to September 29, 1995.

4. The Confirmation Order shall be acceptable in form and substance to the Debtors, Daido, the Committees, the USWA and Hamlin in the exercise of their good faith discretion.

5. The Creditors' Committee Litigation shall have been withdrawn, with prejudice, pursuant to an order of the Bankruptcy Court.

#### **B. Conditions to Effective Date**

The Plan shall not be consummated, and the Effective Date shall not occur, unless and until each of the following conditions has been satisfied or duly waived (if waivable) pursuant to Section IX.C below:

1. The Bankruptcy Court has entered the Confirmation Order approving and authorizing all actions contemplated under the Plan.

2. The waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, to the extent applicable, shall have expired.

3. In accordance with the terms of the collective bargaining agreement between Hamlin and the USWA, Hamlin shall have adopted and assumed the Clerical Pension Plan, and Copperweld shall have consented to such adoption and assumption.

4. All conditions precedent to the obligations of Copperweld or Hamlin under the Purchase Agreement shall have occurred or shall have been waived in writing by Copperweld or Hamlin, as applicable.

5. The Effective Date shall have occurred on or prior to October 11, 1995.

6. The order providing for the dismissal of the Creditors' Committee Litigation shall have become a Final Order.

### C. Waiver of Conditions

1. The condition to Confirmation specified in Section IX.A.4 of the Plan may not be waived by any party identified in Section IX.A.4 of the Plan without a signed waiver by such party. The condition to Confirmation specified in Section IX.A.5 above may not be waived. The condition to the Effective Date specified in Section IX.B.4 above may not be waived without a signed waiver by Copperweld and Hamlin. The condition to the Effective Date specified in Section IX.B.6 above may not be waived without the written consent of Daido.

2. Except as provided in Section IX.C.1 above, the conditions to Confirmation and the Effective Date may be waived in whole or in part by the Debtors at any time, without notice, an order of the Bankruptcy Court or any further action other than proceeding to Confirmation and consummation of the Plan. The failure to satisfy or waive any condition may be asserted by the Debtors regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by the Debtors). The failure of the Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any

other rights, and each such right shall be deemed an ongoing right that may be asserted at any time.

**D. Effect of Occurrence or Nonoccurrence of Conditions to the Effective Date**

Each of the conditions to the Effective Date and the consummation of the Plan must be satisfied or duly waived as provided in Section IX.C above by October 11, 1995, or by such later date as is proposed by the Debtors and is acceptable to Hamlin and Daido. If each condition to the Effective Date has not been satisfied or duly waived pursuant to Section IX.C above, then upon motion by the Debtors made before the time that each of such conditions has been satisfied or duly waived and upon notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order shall be vacated by the Bankruptcy Court; *provided, however,* that, notwithstanding the filing of such motion, the Confirmation Order may not be vacated if each of the conditions to the Effective Date is either satisfied or duly waived before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated pursuant to this Section IX.D, the Plan shall be deemed null and void in all respects, including the assumptions and assignments or rejections of executory contracts and unexpired leases pursuant to Section VI.A above, and nothing contained in the Plan shall (1) constitute a waiver or release of any claims by or against, or any Interests in, the Debtors or (2) prejudice in any manner the rights of the Plan Participants or Congress.

## ARTICLE X.

### DISCHARGE, RELEASE OF DAIDO AND INJUNCTION

#### A. No Discharge

Pursuant to section 1141(d)(3) of the Bankruptcy Code, the Confirmation Order shall not discharge Claims or Interests. However, no holder of a Claim or Interest may, on account of such Claim or Interest, seek or receive any payment or distribution from, or seek recourse against, any assets of the Debtor, the Liquidation Trust, Hamlin or their respective property, except as provided in Section X.C below.

#### B. Release of Daido

On the Effective Date, (1) each Plan Participant (other than (a) Daido and (b) Hamlin solely to the extent that it may affect the technology agreement entered into between Daido and Hamlin), and (2) each holder of a Claim or Interest, for itself and its predecessors, successors, estates and assigns, shall be deemed to have released and forever discharged: (i) Daido, (ii) the predecessors, successors and assigns of Daido; and (iii) the respective present and former directors, officers, employees and agents, consultants and attorneys of the foregoing entities, acting in such capacity, from any claims, obligations, debts, rights or causes of action, whether known or unknown, existing or hereafter arising, directly or indirectly related to or in connection with the Debtors or property of the Estates, including the claims, debts, rights or causes of action asserted in the Creditors' Committee Litigation based upon any act, omission, transaction or other occurrence taking place on or prior to the Effective Date. In addition, on the Effective Date, the Debtors shall be deemed to have released and forever discharged: (1) IBJ, (2) Tokai, (3) Sanwa Bank Limited, Chicago Branch, (4) Sanwa Business Credit Corporation, (5) Pitney Bowes Credit

Corporation and (6) Marubeni (solely in respect of Marubeni's transactions with the Debtors resulting from Marubeni's financing of the Debtors' wastewater treatment facility) from any and all claims, debts, rights or causes of action related to or in connection with the Debtors, including any Avoidance Action. Notwithstanding the foregoing, nothing in this Section X.B shall prevent the enforcement of the Plan, or of any contract, instrument, release or other agreement or document created or entered into in connection with the Plan (including documents of transfer of title), against any of the entities released in this Section X.B.

### C. Injunction

All holders of Claims or Interests shall be, as of the Confirmation Date, permanently enjoined from taking any of the following actions: (1) commencing or continuing in any manner or in any place, any action or other proceeding on account of such Claim or Interest against the Plan Participants or property that is to be distributed under the Plan, other than to enforce any right to receive property under the Plan; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against any property that is to be distributed to Claim holders under the Plan, other than as permitted under (1) above; (3) creating, perfecting or enforcing any lien or encumbrance against any property that is to be distributed pursuant to the Plan or transferred or conveyed pursuant to the Sale Transaction, other than as permitted under (1) above; (4) commencing or continuing against Hamlin or against any person or entity as an alleged successor to a Debtor in any manner or in any place, any action or other proceeding on account of such Claim or Interest; (5) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to a Debtor, the Liquidation Trustee, the Special Trustees or Hamlin; and (6) commencing or continuing any action, in any manner or in any place, that

does not comply with or is inconsistent with the provisions of the Plan. Nothing in this Section X.C shall affect claims of Congress against Hamlin in respect of the postconfirmation secured financing to be provided to Hamlin by Congress. Notwithstanding the foregoing, nothing in this Section X.C shall prevent the enforcement of the Plan, or of any contract, instrument, release or other agreement or document created or entered into in connection with the Plan (including documents of transfer of title), against any of the entities enjoined in this Section X.C. Nothing in the Plan shall impede or prevent, or be deemed to impede or prevent Congress from enforcing any of its rights and remedies against Hamlin (or its nominees, successors or assigns) under the postconfirmation loan documents, and nothing in the Plan shall be deemed to modify Congress' commitment letter to Hamlin.

## ARTICLE XI.

### RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, after the Effective Date, the Bankruptcy Court shall retain (a) such jurisdiction as is legally permissible over the Chapter 11 Cases and (b) exclusive jurisdiction over the Liquidation Trust, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the allowance or priority of Claims;
2. Grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Effective Date;

3. Resolve any matters related to the assumption, assumption and assignment or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which a Debtor may be liable, and to hear, determine and, if necessary, liquidate any Claims arising therefrom, including those matters related to the amendment of Exhibit VI.A to the Plan after the Effective Date pursuant to Section VI.A above to add or delete any executory contract or unexpired lease from the list of executory contracts and unexpired leases to be assumed and assigned;

4. Ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

5. Decide or resolve any motions, adversary proceedings, contested or litigated matters (including Avoidance Actions) and any other matters and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. Enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents created in connection with the Plan, the Disclosure Statement or the Confirmation Order;

7. Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan, the Confirmation Order, the Purchase Agreement, the Sale Transaction (including the rights of payment, setoff, recoupment and counterclaim set forth in Section V.B.1 above) or the Luntz Purchase Agreement, including the release and injunction provisions set forth in and contemplated by the Plan and the Confirmation Order and

the enforcement of such provisions, or any entity's rights arising under or obligations incurred in connection with the Plan or the Confirmation Order; *provided, however,* that this provision shall not apply to any cases, controversies, suits or disputes between Hamlin and Congress in respect of the postconfirmation financing to be provided to Hamlin by Congress.

8. Modify the Plan before the Confirmation Date pursuant to section 1127 of the Bankruptcy Code or modify any contract, instrument, release or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order; or, after Confirmation, remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan, to the extent authorized by the Bankruptcy Code;

9. Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain (a) interference by any entity with consummation, implementation or enforcement of the Plan or the Confirmation Order; or (b) attempts by any entity to hold Hamlin liable for obligations of a Debtor (including any funding or other obligations arising out of, related to or in connection with the Pension Plans, or any of them) not expressly assumed by Hamlin under the Purchase Agreement, or otherwise in writing;

10. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;



11. Determine any other matters that may arise in connection with or relating to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order;

12. Oversee the Liquidation Trust, the Liquidation Trustee and the Liquidation Trust Assets, including the determination of all controversies and disputes arising under, related to or in connection with the Liquidation Trust Agreement; and

13. Enter a final decree closing the Chapter 11 Cases.

## ARTICLE XII.

### MISCELLANEOUS PROVISIONS

#### A. Cramdown

The Debtors request Confirmation under section 1129(b) of the Bankruptcy Code if any impaired Class does not accept the Plan pursuant to section 1126 of the Bankruptcy Code. In that event, the Debtors reserve the right to modify the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification of the Plan.

#### B. Dissolution of Committees

On the Effective Date, the Committees shall dissolve, and the members of the Committees shall be released and discharged from all rights and duties arising from or related to the Chapter 11 Cases. The Professionals retained by the Committees and the members thereof shall not be entitled to compensation or reimbursement of expenses for any services rendered after the Effective Date, except for services rendered and expenses

incurred in connection with any applications for allowance of compensation and reimbursement of expenses pending on the Effective Date or Filed and served after the Effective Date pursuant to Section III.A.6.b.i above.

**C. Modification of the Plan**

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code and to the extent not inconsistent with the Purchase Agreement, the Debtors reserve the right to alter, amend or modify the Plan before its substantial consummation.

**D. Revocation of the Plan**

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan, or if Confirmation or the consummation of the Sale Transaction does not occur, then the Plan shall be null and void in all respects, and nothing contained in the Plan shall: (1) constitute a waiver or release of any claims by or against, or any Interests in, the Debtors; or (2) prejudice in any manner the rights of the Debtors, the Plan Participants or Congress.

**E. Severability of Plan Provisions**

If, prior to the Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided, however*, that if the Bankruptcy Court alters or deems to

be invalid, void or unenforceable the provisions of Section X.B above, then Daido shall not be required to transfer the 12" Mill to the Debtors or comply with Section V.E above.

Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

**F. Limitation of Liability in Connection with the Plan, Disclosure Statement and Related Documents**

The Plan Participants and Congress shall neither have nor incur any liability to any entity for any act taken or omitted to be taken in connection with or related to the Chapter 11 Cases, including: (1) any act taken or omitted to be taken in connection with, related to or leading to the filing of the Chapter 11 Cases; (2) any act taken or omitted to be taken in connection with or related to the formulation, preparation, dissemination, implementation, Confirmation or consummation of the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created or entered into, or any other act taken or omitted to be taken in connection with, the Plan, the Disclosure Statement or the Confirmation Order; or (3) any act taken or omitted to be taken in connection with any estimation, projection, evaluation or investigation undertaken or prepared in connection with the formulation of the Plan, the Disclosure Statement or the Confirmation Order; *provided, however,* (a) that the foregoing provisions of this Section XII.F shall have no effect on the liability of any Plan Participant that would otherwise result

from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct; and (b) with respect to the Purchase Agreement, this provision shall not invalidate, limit or restrict any obligation of Copperweld or Hamlin under the Purchase Agreement or any agreements related to the Purchase Agreement.

**G. Successors and Assigns**

The rights, benefits and obligations of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

**H. Service of Certain Plan and Disclosure Statement Exhibits**

Because certain of the Exhibits referred to in the Plan or the Disclosure Statement are extremely voluminous, the Plan Exhibits are not being served with copies of the Plan and the Disclosure Statement. Any party in interest may review the Plan Exhibits and Disclosure Statement Exhibits during normal business hours (9:00 a.m. to 4:00 p.m.) in the Document Reviewing Center. In addition, any party in interest may request a copy of the Plan Exhibits from Mill Creek Supply Company at the expense of the Debtors by requesting the same in writing addressed to:

Mill Creek Supply Company  
Ross Industrial Park  
1234 Albert Street  
Youngstown, Ohio 44505  
Attention: Joseph D'Angelo

I. Service of Documents on the Debtors

Any pleading, notice or other document required by the Plan or Confirmation

Order to be served on or delivered to the Debtors shall be sent by first class U.S. mail,

postage prepaid, to:

Kathryn A. Belfance, Esq.  
Liquidation Trustee for  
CSC Industries, Inc. and  
Copperweld Steel Company  
One Cascade Plaza  
20th Floor  
Akron, Ohio 44308-1122

with a copy to:

Jones, Day, Reavis & Pogue  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
Attention: David G. Heiman, Esq.

-- and --

McDonald, Hopkins, Burke & Haber Co., L.P.A.  
2100 Bank One Center  
600 Superior Avenue  
Cleveland, Ohio 44114  
Attention: Shawn M. Riley, Esq.

Dated: August 25, 1995  
Cleveland, Ohio

CSC INDUSTRIES, INC.

By: Donald J. Caiazza / *with cover letter*  
Donald J. Caiazza *Lennox;*  
President and Chief Executive Officer *see attached*

**I. Service of Documents on the Debtors**

Any pleading, notice or other document required by the Plan or Confirmation Order to be served on or delivered to the Debtors shall be sent by first class U.S. mail, postage prepaid, to:

Kathryn A. Bellance, Esq.  
Liquidation Trustee for  
CSC Industries, Inc. and  
Copperweld Steel Company  
One Cascade Plaza  
20th Floor  
Akron, Ohio 44308-1122

with a copy to:


Jones, Day, Reavis & Pogue  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
Attention: David G. Heiman, Esq.

-- and --

McDonald, Hopkins, Burke & Haber Co., L.P.A.  
2100 Bank One Center  
600 Superior Avenue  
Cleveland, Ohio 44114  
Attention: Shawn M. Riley, Esq.

Dated: August 25, 1995  
Cleveland, Ohio

CSC INDUSTRIES, INC.

By:   
Donald J. Caiazza  
President and Chief Executive Officer

COPPERWELD STEEL COMPANY

By: Donald J. Caiata / Heather Lennox *with consent*  
Donald J. Caiata *Lennox;*  
President and Chief Executive Officer *see*  
*attached*

COUNSEL:

Heather Lennox  
David G. Heiman  
Heather Lennox  
JONES, DAY, REAVIS & POGUE  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
(216) 586-3939

Shawn M. Riley / Heather Lennox *with consent*  
Shawn M. Riley *see attached*  
McDONALD, HOPKINS, BURKE  
& HABER CO., L.P.A.  
2100 Bank One Center  
600 Superior Avenue  
Cleveland, Ohio 44114  
(216) 348-5400

COPPERWELD STEEL COMPANY

By:

  
Donald J. Caizza  
President and Chief Executive Officer

COUNSEL:

---

David G. Heiman  
Heather Lennox  
JONES, DAY, REAVIS & POGUE  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
(216) 586-3939

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Shawn M. Riley  
MCDONALD, HOPKINS, BURKE  
& HABER CO., L.P.A.  
2100 Bank One Center  
600 Superior Avenue  
Cleveland, Ohio 44114  
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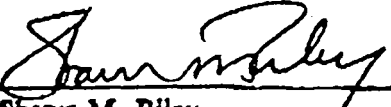


## COPPERWELD STEEL COMPANY

By: \_\_\_\_\_  
Donald J. Caiazza  
President and Chief Executive Officer

COUNSEL:

\_\_\_\_\_  
David G. Helman  
Heather Lennox  
JONES, DAY, REAVIS & POGUE  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
(216) 586-3939

  
\_\_\_\_\_  
Shawn M. Riley  
McDONALD, HOPKINS, BURKE  
& HABER CO., L.P.A.  
2100 Bank One Center  
600 Superior Avenue  
Cleveland, Ohio 44114  
(216) 348-5400

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

In re: ) Case Nos. 93-41898  
          ) and 93-41899  
CSC INDUSTRIES, INC. )  
and ) Judge William T. Bodoh  
COPPERWELD STEEL COMPANY, ) Chapter 11  
                                  ) )  
Debtors. )

MODIFICATIONS TO SECOND AMENDED JOINT  
PLAN OF REORGANIZATION OF CSC INDUSTRIES, INC.  
AND COPPERWELD STEEL COMPANY

CSC Industries, Inc. ("CSC") and Copperweld Steel Company ("Copperweld" and collectively with CSC, the "Debtors") hereby make the following Modifications (these "Modifications") to the Second Amended Joint Plan of Reorganization of CSC Industries, Inc. and Copperweld Steel Company (the "Plan"),<sup>1</sup> filed on August 25, 1995, pursuant to section 1127 of the Bankruptcy Code and Section XII.C of the Plan:

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<sup>1</sup> Unless otherwise defined in these Modifications, all capitalized terms and phrases used herein shall have the meanings ascribed to them in the Plan.

I. Modifications to Provisions Concerning Congress

- A. THE LAST SENTENCE OF SECTION III.A.6.b.iv OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:<sup>2</sup>

Congress shall not be required to File or serve any request for payment in respect of Claims under or evidenced by the Postpetition Credit Agreement except to the extent required by the Postpetition Credit Agreement; provided, however, that the 30-day objection period referenced in the Postpetition Credit Agreement shall not be applicable, and payments made to Congress pursuant to this Section III.A.6.b.iv shall not be subject to disgorgement.

- B. THE SECOND SENTENCE OF SECTION V.B.1.a OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

Such actions may include: (i) the conveyance to Hamlin of the assets specified in the Purchase Agreement, free and clear of any lien, claim, encumbrance or interest of any entity (other than liens, claims, encumbrances or interests in favor of Congress in respect of the postconfirmation financing provided to Hamlin by Congress) ^, and all such actions necessary or appropriate to effect such conveyance in accordance with the terms of the Purchase Agreement; . . .

- C. THE FOLLOWING SENTENCE SHALL BE ADDED AT THE END OF SECTION X.B OF THE PLAN:

Notwithstanding anything to the contrary contained in the Plan or the Confirmation Order, if the Confirmation Order is vacated, reversed, amended or otherwise modified and, as a consequence, Congress again has a Claim against the Debtors, the Estates or the Liquidation Trust, the attorney stipulations dated December 14, 1993 and November 28, 1994, between counsel to Congress and counsel to Daido shall be in full force and effect as if the Confirmation Order had not been entered and shall be binding upon Daido and its successors and assigns.

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<sup>2</sup> All modified or restated Plan terms are blacklined to indicate all changes thereto.

D. THE FIRST SENTENCE OF SECTION X.C OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

All holders of Claims or Interests shall be, as of the Confirmation Date, permanently enjoined from taking any of the following actions: (1) commencing or continuing in any manner or on any place, any action or other proceeding on account of such Claim or Interest against the Plan Participants or property that is to be distributed under the Plan, other than to enforce any right to receive property under the Plan; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against any property that is to be distributed to Claim holders under the Plan, other than as permitted under (1) above; (3) creating, perfecting or enforcing any lien or encumbrance against any property that is to be distributed pursuant to the Plan or transferred or conveyed pursuant to the Sale Transaction or the Luntz Transaction, other than as permitted under (1) above; (4) commencing or continuing against Hamlin or against any person or entity as an alleged successor to a Debtor in any manner or in any place, any action or other proceeding on account of such Claim or Interest; (5) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to a Debtor, the Liquidation Trustee, the Special Trustees or Hamlin; and (6) commencing or continuing any action, in any manner or in any place, that does not comply with or is inconsistent with the provisions of the Plan; provided, however, that during the period from the Confirmation Date through and including the Effective Date, notwithstanding anything contained in this provision to the contrary, nothing in the Plan shall in any way affect Congress' rights and remedies under the Postpetition Credit Agreement with respect to any Claim of Congress under the Postpetition Credit Agreement.

II. Modifications to Provisions Concerning the Ohio EPA or the U.S. EPA

A. SECTION I.A.43 OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

"Environmental Closure Claim" means, collectively, (a) the Claims of the Ohio EPA and the U.S. EPA arising out of the Landfills and such other environmental closure obligations that remain with the Estate after the consummation of the Sale Transaction; and (b) any other Claim of the Ohio EPA or the U.S. EPA (other than Administrative Claims of the U.S. EPA).

B. THE SECOND SENTENCE OF SECTION IV.B.2.a OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

The Liquidation Trust shall fund: (i) the Environmental Closure Trust with sufficient funds, not in excess of \$3,884,375 in cash, to effect the closure of the real estate to be retained by the Estate to the extent required by law (other than the real estate to be purchased by Luntz pursuant to the Luntz Purchase Agreement) specified in the Environmental Closure Trust; and (ii) the Landfill Trust with \$<sup>^</sup> 462,260 in cash.

III. Modifications in Respect of Releases or Injunctions

A. THE FIRST SENTENCE OF SECTION V.H.2 OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

Except as otherwise provided in the Plan, and only to the extent permitted under applicable law, each entity receiving a distribution pursuant to the Plan on account of its Allowed Claim (including all entities acquiring rights under any Special Trust or the Liquidation Trust) shall be deemed to forever release and waive all known and unknown claims, debts, rights and causes of action of any nature that such entity has, had or may have against: (a) the Debtors' present and former directors, officers, employees, agents, attorneys, accountants, investment bankers and other representatives; (b) Congress; and (c) Hamlin.

B. THE LAST SENTENCE OF SECTION V.H.2 OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

Notwithstanding any of the foregoing, with respect to the Ohio EPA and the U.S. EPA, the Confirmation Order shall not release Hamlin, or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction, from any liability under environmental laws for the assessment, cleanup, remediation and correction of any conditions that exist on the property purchased pursuant to the Sale Transaction (whether such conditions were created before or after the Effective Time of the Sale Transaction), and nothing shall release Hamlin or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction from complying with applicable environmental laws; *provided, however*, that neither Hamlin nor any subsequent owner or operator of the property purchased pursuant to the Sale Transaction shall be liable for penalties for violations that may have been committed by the Debtors on property purchased pursuant to the Sale Transaction prior to the Effective Time of the Sale Transaction.

C. THE FOLLOWING SENTENCES SHALL BE ADDED AT THE END OF SECTION X.C OF THE PLAN:

Notwithstanding any of the foregoing, with respect to the Ohio EPA and the U.S. EPA, the Confirmation Order shall not enjoin the Ohio EPA or the U.S. EPA from asserting against Hamlin, or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction, any liability under environmental laws for the assessment, cleanup, remediation and correction of any conditions that exist on the property purchased pursuant to the Sale Transaction (whether such conditions were created before or after the Effective Time of the Sale Transaction), and nothing shall enjoin the Ohio EPA or the U.S. EPA from requiring Hamlin or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction to comply with applicable environmental laws; provided, however, that neither Hamlin nor any subsequent owner or operator of the property purchased pursuant to the Sale Transaction shall be liable for penalties for violations that may have been committed by the Debtors on property purchased pursuant to the Sale Transaction prior to the Effective Time of the Sale Transaction. In addition, notwithstanding any of the foregoing, with respect to the Ohio EPA and the U.S. EPA, the Confirmation Order shall not enjoin the Ohio EPA or the U.S. EPA from asserting against Luntz, or any subsequent owner or operator of the property purchased pursuant to the Luntz Transaction, any liability under environmental laws for the assessment, cleanup, remediation and correction of any conditions that exist on the property purchased pursuant to the Luntz Transaction (whether such conditions were created before or after the Effective Time of the Luntz Transaction), and nothing shall enjoin the Ohio EPA or the U.S. EPA from requiring Luntz or any subsequent owner or operator of the property purchased pursuant to the Luntz Transaction to comply with applicable environmental laws.

IV. Modifications in Respect of Assignment of Daido's Claims

A. SECTION V.E of THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

On the Effective Date, Daido shall transfer, convey and assign its Claims to the Liquidation Trust, and all of the liens, mortgages and other security interest arising under, related to or in connection with the Daido Loan Agreements shall be transferred to the Liquidation Trust pursuant to such assignment ^.

Upon the Effective Date, Daido's Claims, and all liens, security interests, mortgages and/or encumbrances securing the Daido Claims shall be deemed transferred to the Liquidation trust without (1) the necessity for further documents of transfer or assignment; and (2) the necessity for filing any notices, including UCC-3 forms or assignments of mortgage, of public record.

V. Clarifying Modifications

- A. THE SECOND SENTENCE OF SECTION III.A.5.a OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

The Confirmation Order shall constitute an order allowing such Claim in full satisfaction of all of the USWA's Administrative Claims (except any grievance Claims arising after the date of this Plan), and on the Effective Date, the Liquidation Trust shall pay \$300,000 to the USWA or entities designated by the USWA.

- B. THE SECOND SENTENCE OF ARTICLE X.A OF THE PLAN IS AMENDED AND RESTATED AS FOLLOWS:

However, no holder of a Claim or Interest may, on account of such Claim or Interest, seek or receive any payment or distribution from, or seek recourse against, any assets of the Debtors, the Liquidation Trust, Hamlin or their respective property, except as provided in Section X.C below.

VI. Other Modifications

To the extent not specifically set forth in these Modifications, the Plan is modified to the extent necessary to be consistent with the terms of these Modifications.

Dated: September 25, 1995

CSC INDUSTRIES, INC.

*See Attached*  
Donald J. Caiazza  
President and Chief Executive  
Officer

COPPERWELD STEEL COMPANY

*See Attached*  
Donald J. Caiazza  
President and Chief Executive  
Officer

V. Clarifying Modifications

- A. THE SECOND SENTENCE OF SECTION III.A.5.a OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

The Confirmation Order shall constitute an order allowing such Claim in full satisfaction of all of the USWA's Administrative Claims (except any grievance claims arising after the date of this Plan), and on the Effective Date, the Liquidation Trust shall pay \$300,000 to the USWA or entities designated by the USWA.

- B. THE SECOND SENTENCE OF ARTICLE X.A OF THE PLAN IS AMENDED AND RESTATED AS FOLLOWS:


However, no holder of a Claim or Interest may, on account of such Claim or Interest, seek or receive any payment or distribution from, or seek recourse against, any assets of the Debtors, the Liquidation Trust, Hamlin or their respective property, except as provided in Section X.C below.

VI. Other Modifications


To the extent not specifically set forth in these Modifications, the Plan is modified to the extent necessary to be consistent with the terms of these Modifications.

Dated: September 25, 1995

CSC INDUSTRIES, INC.

  
Donald J. Calazza  
President and Chief Executive  
Officer

COPPERWELD STEEL COMPANY

  
Donald J. Calazza  
President and Chief Executive  
Officer





UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

In re: ) Case Nos. 93-41898  
 ) and 93-41899  
 )  
CSC INDUSTRIES, INC. ) Judge William T. Bodoh  
 and )  
COPPERWELD STEEL COMPANY, ) Chapter 11  
 )  
 )  
\_\_\_\_\_ Debtors. )

SUPPLEMENTAL MODIFICATIONS TO SECOND AMENDED  
JOINT PLAN OF REORGANIZATION OF  
CSC INDUSTRIES, INC. AND COPPERWELD STEEL COMPANY

CSC Industries, Inc. ("CSC") and Copperweld Steel Company ("Copperweld" and collectively with CSC, the "Debtors") hereby make the following Supplemental Modifications (these "Supplemental Modifications") to the Second Amended Joint Plan of Reorganization of CSC Industries, Inc. and Copperweld Steel Company,<sup>1</sup> filed on August 25, 1995 (the "August 25 Plan"), pursuant to section 1127 of the Bankruptcy Code and Section XII.C of the Plan:<sup>2</sup>

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<sup>1</sup> Unless otherwise defined in these Supplemental Modifications, all capitalized terms and phrases used herein shall have the meanings ascribed to them in the Plan.

<sup>2</sup> On September 26, 1995, the Debtors Filed their Modifications (the "First Modifications") to the August 25 Plan (collectively with the First Modifications, the "Plan"). Since that time, parties in interest in the Chapter 11 Cases have reached a consensus on certain open items that relate to the Plan. Accordingly, the Debtors submit these Supplemental Modifications to reflect such consensus.

## I. Modifications to Provisions Concerning the PBGC Settlement

- A. THERE SHALL BE ADDED A NEW SECTION I.A.110 TO THE PLAN AS FOLLOWS:

110. "Hamlin Reserve Note" means a promissory note payable to the VEBA Trust (either directly or, with the consent of the VEBA Trustees, not to be unreasonably withheld, by assignment) to provide for partial funding of the VEBA Trust and possible payments to the Liquidation Trust under Section IV.B.2.c.ii.II of the Plan, backed by a letter of credit from Congress or its affiliate (or other acceptable financial institution), with monthly interest payments on the unpaid principal balance payable by Hamlin to the VEBA Trust at a rate determined by Congress' secured loans to Hamlin, taking into account the interest rate and letter of credit fees set forth in the agreements contemplated in Exhibit C to the Disclosure Statement. The final maturity date on the Hamlin Reserve Note shall be the later of: (a) entry of a Final Order settling or adjudicating the PBGC's Administrative Claim; (b) entry of Final Order or Orders allowing or disallowing all other Secured, Administrative, Tax Priority Claims and Other Priority Claims; (c) three years after the Effective Date; or (d) any such later date to which the board of trustees of the VEBA Trust, the Liquidation Trust and Hamlin may consent. Payment of the principal balance, or partial principal payment from time to time, shall be made within 30 days after demand, and such demand shall be made only by (i) joint written instruction of the VEBA Trustees and the Liquidation Trustee, or (ii) unstayed court order, in either case specifying the amount to be paid and identifying the payee or payees. Any principal payment by Hamlin on the Hamlin Reserve Note in response to such a demand, whether made to the VEBA Trustee, the Liquidation Trustee or any other payee, shall reduce the principal amount thereof in the full amount of such payment. The letter of credit securing the Hamlin Reserve Note shall be payable on sight draft, together with either (i) a certificate executed by both the Liquidation Trustee and the VEBA Trustee stating that a principal payment has been demanded and not paid within the applicable time period or (ii) an unstayed court order. Any payment made under such letter of credit in respect of principal shall automatically reduce the outstanding principal payment of the Hamlin Reserve Note in the amount of such payment. The Liquidation Trustee and the VEBA Trustee shall demand principal payments in such amounts and at such times as may be necessary to effect the provisions of the Plan with respect to the funding of the VEBA Trust and adjustments thereto. Upon joint written instructions from the board of trustees of the VEBA Trust and the Liquidation Trustee, Hamlin shall pay the outstanding principal balance of the Hamlin Reserve Note directly into an escrow account established by the board of trustees of the VEBA Trust for the same purposes for which the Hamlin Reserve Note is being created and from which payments shall be made under Section IV.B.2.c.ii.II. The

Liquidation Trustee shall not unreasonably refuse to join in such instructions.

B. THERE SHALL BE ADDED A NEW SECTION III.A.7 TO THE PLAN AS FOLLOWS:

7. Administrative Claim of the PBGC

On the Effective Date, the PBGC shall receive a distribution of \$3,000,000 in cash in respect of its estimated minimum funding Administrative Claim. In the event the PBGC's Administrative Claim is allowed by Final Order for less than \$3,000,000, the PBGC shall pay as soon as is reasonably practicable to the Liquidation Trust an amount equal to the result of subtracting the amount of PBGC's Administrative Claim as so allowed from \$3,000,000, plus interest on such amount at the earnings rate of the Liquidation Trust, without reducing such amount by any claim, counterclaim or defense of any kind or nature.

C. THE SECOND SENTENCE OF SECTION IV.B.2.c.i OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

On the Effective Date, the VEBA Trust shall receive:

(I) \$ ^ 9,500,000 in cash (subject to the adjustment in accordance with Section IV.B.2.c.ii(I) below); (II) \$5,300,000 in principal amount of Hamlin Notes; and (III) the Contingent Avoidance Action Recovery. On the date (after the Effective Date) that the Liquidation Trustee makes the cash payment to Hamlin contemplated by Section V.B.1.g, Hamlin shall execute and deliver to the VEBA Trust the Hamlin Reserve Note in the principal amount equal to the amount of said cash payment and shall cause the letter of credit to be delivered to the VEBA Trustees.

D. THE SECOND SENTENCE OF SECTION IV.B.2.c.ii OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

(I) Within the first 12 months after the Effective Date, ^if, because of a mistake of fact in the calculation of Distributable Proceeds based on the Distributable Proceeds Adjustment, Distributable Proceeds, as increased or decreased in accordance with the Distributable Proceeds Adjustment, are less than \$30,000,000, the VEBA Trust promptly shall pay to the Liquidation Trust sixty percent (60%) of the amount that the Distributable Proceeds, as adjusted, are less than \$30,000,000.

E. THE FOLLOWING SENTENCE SHALL BE ADDED AT THE END OF SECTION IV.B.2.c.ii OF THE PLAN AS FOLLOWS:

(II) After the first 12 months after the Effective Date, if Distributable Proceeds, as increased or decreased in accordance with the Distributable Proceeds Adjustments, are less than \$30,000,000, the VEBA Trust and the Liquidation Trust shall jointly demand payment to the Liquidation Trust of a portion of the principal of the Hamlin Reserve Note (not to exceed in the aggregate the outstanding principal balance) equal to sixty percent (60%) of the amount that the Distributable Proceeds, as adjusted, are less than \$30,000,000.

F. THERE SHALL BE ADDED A NEW SECTION V.B.1.g TO THE PLAN AS FOLLOWS:

g. After payment of \$9,500,000 to the VEBA Trust pursuant to Section IV.B.2.c.i above, and as soon as cash is available after the Effective Time of the Sales Transaction, the Liquidation Trust shall pay \$4,200,000 to Hamlin at the time that Hamlin issues the Hamlin Reserve Note.

G. THE FIRST SENTENCE OF SECTION V.B.6 OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:<sup>3</sup>

Pursuant to agreement between the PBGC and Copperweld in its capacity as plan administrator, the PBGC shall participate in or stipulate to a resolution of the PBGC Litigation, which causes the Pension Plans to be terminated effective ^ September 30, 1995, ^ and causes the PBGC to become their trustee, in accordance with 29 U.S.C. §§ 1342 and 1348 ^. Benefit payments under the Pension Plans shall continue at prior levels during October 1995. The PBGC shall not recoup for any overpayments made during October 1995. Effective for benefit payments made on and after November 1, 1995, participants shall be entitled to benefits only at the levels provided for by Title IV of the Employee Retirement Income Security Act of 1974, as amended.

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<sup>3</sup> All modified or restated Plan terms are blacklined to indicate all changes thereto.

II. Modifications in Respect of Releases or Injunctions

- A. THE SECOND SENTENCE OF SECTION V.H.2 OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

The foregoing does not include (i) claims, debts, rights and causes of action that Congress has, had or may have against Hamlin; (ii) claims, debts, rights or causes of action to enforce the terms of the Plan, including the provisions of Section IV.B.2.c.iii above; (iii) claims, debts, rights and causes of action that first arise after the Effective Date; <sup>^</sup>(iv) claims, debts, rights and causes of action that do not arise from a relationship of the applicable released entity to a Debtor<sup>^</sup>; or (v) claims, debts, rights or causes of action of the Ohio EPA or the U.S. EPA against directors (other than Daido directors), officers, employees, agents or representatives of the Debtors.

- B. THE FOLLOWING SENTENCE SHALL BE ADDED AT THE END OF SECTION X.C OF THE PLAN:

The application of this injunction to the PBGC is pursuant to the PBGC's express consent as part of a compromise among the PBGC, Hamlin, the USWA and the Creditors' Committee as reflected in this Plan and the Confirmation Order (as a result of which the PBGC has withdrawn its objection to Confirmation) and has been arrived at without any hearing on or adjudication of the PBGC's objection on the merits.

III. Modifications to Provisions Concerning the Ohio EPA and the U.S. EPA

- A. SECTION I.A.44 OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

"Environmental <sup>^</sup> Escrow Account" means the <sup>^</sup> escrow account created pursuant to the Environmental <sup>^</sup> Escrow Agreement."

- B. SECTION I.A.45 OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

"Environmental <sup>^</sup> Escrow Agreement" means the <sup>^</sup> escrow agreement <sup>^</sup> created to effect the distributions contemplated by Section IV.B.2.a of the Plan, pursuant to which Donald McNeil, the Fiscal Agent of the Ohio EPA will serve as escrow agent.

- C. SECTION I.A.96 OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

"Special Trusts" means, collectively: (a) the Environmental ^ Escrow Account, (b) the Landfill Trust and (c) the VEBA Trust.

- D. SECTION I.A.97 OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

"Special Trust Agreements" means, collectively: (a) the Environmental ^ Escrow Agreement, (b) the Landfill Trust Agreement and (c) the VEBA Trust Agreement.

- E. SECTION I.A.98 OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

"Special Trustees" means, collectively: (a) the ^ escrow agent of the Environmental ^ Escrow Account, (b) the trustees of the Landfill Trust and (c) the board of trustees of the VEBA Trust.

- F. SECTION IV.B.2.a OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

On the Effective Date, holders of Allowed Class 5A Claims shall receive a Pro Rata beneficial interest in the Environmental ^ Escrow Account or in the Landfill Trust, as applicable, in full satisfaction of their Allowed Claims. Following the distribution to the VEBA Trust pursuant to Section IV.B.2.c.i of the Plan, The Liquidation Trust shall fund: (i) the Environmental ^ Escrow Account with sufficient funds, not in excess of \$3,884,375 in cash, to effect the closure of the real estate to be retained by the Estate to the extent required by law (other than the real estate to be purchased by Luntz pursuant to the Luntz Purchase Agreement) ^; and (ii) the Landfill Trust with \$462,260 in cash.

- G. SECTION V.C OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

Prior to ^ the Effective Date, the Debtors shall take any and all actions as may be necessary or appropriate to establish the Environmental ^ Escrow Account, including the execution and deliver of the Environmental ^ Escrow Agreement, if necessary.

- H. THE CAPTION AND THE FIRST SENTENCE OF SECTION V.F OF THE PLAN ARE MODIFIED AND RESTATED AS FOLLOWS:

F. Certain Property to be Transferred or Retained

On the Effective Date, the Debtors shall transfer the real estate retained by the Estate (other than the real estate to be sold to Luntz pursuant to the Luntz Purchase Agreement) that is subject to the Environmental ^ Escrow Account and the Landfill Trust to an entity to be identified ^, or it will be retained by the Debtors.

- I. SECTION VII.A.1 OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

On the Effective Date and except as provided in Section III.A.4 above, the Liquidation Trust shall effect the distributions required to be made pursuant to Articles III and IV above, including distributions to (a) Daido, (b) the Environmental ^ Escrow Account and the Landfill Trust, pursuant to Section IV.B.2.a above, and (c) to the VEBA Trust, pursuant to Section IV.B.2.c above. After such distributions to Daido and the Special Trusts from the Liquidation Trust are effected, (y) the Special Trustees of the Environmental ^ Escrow Account and the Landfill Trust, as applicable, shall be obligated to provide to the holders of Allowed Claims in Class 5A the treatment specified ^ by the ^ Ohio EPA and in the Landfill Trust Agreement, respectively; . . .

IV. Clarifying Modifications

- A. SECTION I.A.91 OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

"Restructuring Transactions" means, collectively: (a) the Sale Transaction; (b) the Luntz Transaction; (c) the transfer of the Debtors' property into the Liquidation Trust pursuant to Section V.B.3.a of the Plan; (d) the transfer of the 12" Mill by the Debtors to Hamlin pursuant to the Purchase Agreement and Section V.B.1.b of the Plan; and (e) the potential dissolution of CSC and Copperweld, at their Board of Directors' sole discretion, pursuant to Delaware General Corporation Law and Ohio General Corporation Law, respectively, and Section V.B.7 of the Plan.

- B. SECTION V.B.7 OF THE PLAN IS MODIFIED AND RESTATED AS FOLLOWS:

On the later of (a) the Effective Date or (b) promptly following the Effective Time of the Sale Transaction, the Debtors shall be authorized, in their Board of Directors' sole



discretion, to take such actions as may be necessary or appropriate to dissolve and terminate their corporate existence. CSC shall be authorized to, in its Board of Directors' sole discretion, execute and deliver a certificate of dissolution containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of the Delaware General Corporation Law, and Copperweld shall be authorized to, in its Board of Directors' sole discretion, execute and deliver a certificate of dissolution containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of the Ohio General Corporation Law. In their Board of Directors' sole discretion, in the event of dissolution, the Debtors shall also each execute and deliver appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, duty or obligation on terms consistent with the terms of the Plan and take all other actions that such entities determine to be necessary or appropriate to effectuate the dissolution of CSC and Copperweld and terminate their corporate existence.

#### V. Other Modifications

To the extent not specifically set forth in these Supplemental Modifications, the Plan is modified to the extent necessary to be consistent with the terms of these Supplemental Modifications.

Dated: September 27, 1995

CSC INDUSTRIES, INC.

*See attached*

Donald J. Caiazza  
President and Chief Executive  
Officer

COPPERWELD STEEL COMPANY

*See attached*

Donald J. Caiazza  
President and Chief Executive  
Officer

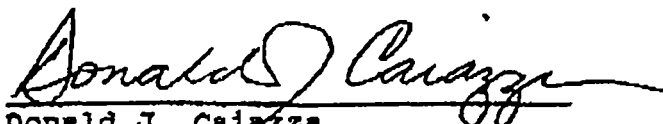
discretion, to take such actions as may be necessary or appropriate to dissolve and terminate their corporate existence. CSC shall be authorized to, in its Board of Directors' sole discretion, execute and deliver a certificate of dissolution containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of the Delaware General Corporation Law, and Copperweld shall be authorized to, in its Board of Directors' sole discretion, execute and deliver a certificate of dissolution containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of the Ohio General Corporation Law. In their Board of Directors' sole discretion, in the event of dissolution, the Debtors shall also each execute and deliver appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, duty or obligation on terms consistent with the terms of the Plan and take all other actions that such entities determine to be necessary or appropriate to effectuate the dissolution of CSC and Copperweld and terminate their corporate existence.

#### V. Other Modifications

To the extent not specifically set forth in these Supplemental Modifications, the Plan is modified to the extent necessary to be consistent with the terms of these Supplemental Modifications.

Dated: September 27, 1995

CSC INDUSTRIES, INC.




Donald J. Calazza  
President and Chief Executive  
Officer

COPPERWELD STEEL COMPANY



Donald J. Calazza  
President and Chief Executive  
Officer

C  
COUNSEL:

  
\_\_\_\_\_  
David G. Heiman (0038281)  
Heather Lennox (0059649)  
JONES, DAY, REAVIS & POGUE  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
(216) 586-3939

ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

EXHIBIT B

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

In re: ) Case Nos. 93-41898  
) and 93-41899  
)  
CSC INDUSTRIES, INC. ) Judge William T. Bodoh  
and )  
COPPERWELD STEEL COMPANY, ) Chapter 11  
)  
\_\_\_\_\_ Debtors. )

STIPULATION RESOLVING OBJECTION OF  
EDWIN H. BREYFOGLE, TRUSTEE FOR FAGEL'S CORPORATION, INC.,  
FKA T & W FORGE COMPANY, INC. TO  
CONFIRMATION OF SECOND AMENDED JOINT PLAN OF REORGANIZATION

This Stipulation, dated as of September 25, 1995, is made by and between the Debtors<sup>1</sup> and Edwin H. Breyfogle, Trustee for Fagel's Corporation, fka T & W Forge Company, Inc. ("Breyfogle").

RECITALS

A. In the objection (the "Objection") filed by Breyfogle to the Plan, Breyfogle objects to the language in Section VII.G of the Plan concerning the setoff rights of the Liquidation Trustee under section 553 of the Bankruptcy Code. Specifically, Breyfogle objects to the insertion of the descriptive phrase "or applicable nonbankruptcy law" following "pursuant to section 553 of the Bankruptcy Code" as an attempt to expand the Debtors' or their successors' setoff rights beyond

<sup>1</sup> Unless otherwise defined herein, capitalized terms used herein have the meaning ascribed to them in the Plan

than those rights granted under the Bankruptcy Code.

B. The Debtors believe that the Plan, as drafted, does not effect an expansion of their or their successors' rights.

C. The Debtors and Breyfogle have reached a resolution of the Objection on the terms and subject to the conditions set forth below. This resolution is in the best interests of the Debtors and their respective Estates and creditors.

#### TERMS AND CONDITIONS

1. Breyfogle hereby withdraws the Objection with prejudice.

2. Section VII.G of the Plan shall not, and is not intended to, expand the Debtors', the Liquidation Trustee's or their successors' rights of setoff under section 553 of the Bankruptcy Code. The language referenced in Section VII.G of the Plan is merely intended to clarify that fact that the right of setoff under section 553 of the Bankruptcy Code incorporates state law setoff rights and remedies. Such language is not intended to, and shall not, expand the Debtors', the Liquidation Trustee's or their successors' rights or remedies under section 553 of the Bankruptcy Code.

3. The Bankruptcy Court shall retain jurisdiction to hear and resolve any disputes arising from or in connection with this Stipulation.

4. Each undersigned representative of the respective parties to this Stipulation represents and warrants that he or

she is fully authorized to enter into, execute and deliver this stipulation on behalf of the party represented and to bind legally that party.

Dated: September 25, 1995

Respectfully submitted,

*see attached*

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Sharon M. Sell (0063010)  
921 Lincoln Way East  
Massillon, Ohio 44646  
(216) 837-9735

ATTORNEYS FOR EDWIN H.  
BREYFOGLE, TRUSTEE FOR FAGEL'S  
CORPORATION, fka T & W FORGE  
COMPANY, INC.

*Heather Lennox*

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David G. Heiman (0038281)  
Heather Lennox (0059649)  
JONES, DAY, REAVIS & POGUE  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
(216) 586-3939

ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

IT IS SO ORDERED.


---

Honorable William T. Bodoh  
United States Bankruptcy Judge

she is fully authorized to enter into, execute and deliver this stipulation on behalf of the party represented and to bind legally that party.

Dated: September \_\_, 1995

Respectfully submitted,



---

Sharon M. Bell (0063010)  
921 Lincoln Way East  
Massillon, Ohio 44646  
(216) 837-9735

ATTORNEYS FOR EDWIN H.  
BREYFOGLE, TRUSTEE FOR PAGEL'S  
CORPORATION, fka T & W FORGE  
COMPANY, INC.

---

David G. Heiman (0038281)  
Heather Lennox (0059649)  
JONES, DAY, REAVIS & POGUE  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
(216) 586-3939

ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

IT IS SO ORDERED.

---

Honorable William T. Bodoh  
United States Bankruptcy Judge



CERTIFICATE OF SERVICE

I hereby certify that, on September 25, 1995, a copy of the foregoing Stipulation was served, by regular U.S. mail, postage prepaid, on each of the parties identified on the attached Service List Nos. 1 and 3.

Heather Lennox  
An Attorney for Debtors and  
Debtors in Possession

95 SEP 27 PM 2:34  
NORTHERN DISTRICT  
YOUNGSTOWN

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

In re:	)	Case Nos. 93-41898
	)	and 93-41899
	)	
CSC INDUSTRIES, INC.	)	Judge William T. Bodoh
and	)	
COPPERWELD STEEL COMPANY,	)	Chapter 11
	)	
_____ Debtors.	)	

STIPULATION RESOLVING OBJECTION OF  
UNITED STATES TO CONFIRMATION OF  
SECOND AMENDED JOINT PLAN OF REORGANIZATION

This Stipulation, dated as of September 27, 1995, is made by and between the Debtors<sup>1</sup> and the United States of America (on behalf of the U.S. EPA) (the "United States").

RECITALS

A. In the objection (the "Objection") filed by the United States to the Plan, the United States objects to, among other things, the classification and treatment of their Claims, the compliance by the Debtors with a certain Consent Decree and the third party release provisions in the Plan.

B. The Debtors and the United States have reached a resolution (the "Resolution") of the United States' objection to the Plan, and the Debtors have incorporated such resolutions as are properly modifications to the Plan into their Modifications

<sup>1</sup> Unless otherwise defined herein, capitalized terms used herein have the meaning ascribed to them in the Plan.

to Second Amended Joint Plan of Reorganization of CSC Industries, Inc. and Copperweld Steel Company, filed with the Court on September 27, 1995, and in the Supplemental Modifications to Second Amended Joint Plan of Reorganization of CSC Industries, Inc. and Copperweld Steel Company, which will be presented to the Court at the September 27, 1995 Confirmation hearing and filed appropriately.

C. The Resolution is in the best interests of the Debtors and their respective Estates and creditors.

NOW, THEREFORE, THE DEBTORS AND THE UNITED STATES HEREBY AGREE AND STIPULATE AS FOLLOWS:

1. United States hereby withdraws the Objection with prejudice.
2. Pursuant to Federal Rule of Bankruptcy Procedure 3018(a), United States hereby withdraws its vote, cast in Class 5A, to reject the Plan.
3. The Bankruptcy Court shall retain jurisdiction to hear and resolve any disputes arising from or in connection with this Stipulation.
4. Each undersigned representative of the respective parties to this Stipulation represents and warrants that he or

she is fully authorized to enter into, execute and deliver this  
Stipulation on behalf of the party represented and to bind  
legally that party.

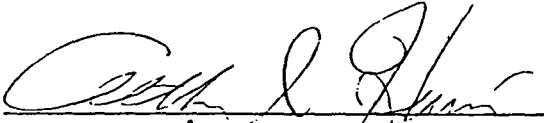
Dated: September 27, 1995

Respectfully submitted,

Lois J. Schiffer  
Assistant Attorney General  
Environment and Natural  
Resources Division  
U.S. Department of Justice

Alan S. Tenenbaum  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
P. O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044  
(202) 514-5409

Emily M. Sweeney  
United States Attorney  
Northern District of Ohio

By:   
Arthur I. Harris (0027128)  
Assistant United States Attorney  
1800 Bank One Center  
600 Superior Avenue, East  
Cleveland, Ohio 44114-2600  
(216) 622-3711

ATTORNEYS FOR UNITED STATES OF  
AMERICA

*Heather Lennox*

David G. Heiman (0038281)  
Heather Lennox (0059649)  
JONES, DAY, REAVIS & POGUE  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
(216) 586-3939

ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

IT IS SO ORDERED.

*William T. Bodoh*

Honorable William T. Bodoh  
United States Bankruptcy Judge

EXHIBIT C

[On PBGC Letterhead]

September \_\_, 1995

John S. Steinhauer, Esq.  
159 South Main Street  
Akron, Ohio 44308

**RE: Assurances Regarding Certain Successorship and Plan Termination Matters, Provided In Connection With The Implementation of the Second Amended Joint Plan of Reorganization of CSC Industries, Inc. And Copperweld Steel Company, Case Nos. 93-41898 and 93-41899 (the "Plan of Reorganization")**

Dear Mr. Steinhauer:

On behalf of the Pension Benefit Guaranty Corporation ("PBGC"), this letter confirms as correct your understanding that the purchase of certain inventory and fixed assets of CSC Industries, Inc. and Copperweld Steel Company (collectively, "Copperweld") by Hamlin Holdings, Inc., an Ohio corporation, or any successor(s) to or assignee(s) of, or nominee(s) as to, its rights and obligations under its purchase agreement with Copperweld (for purposes of this letter, "Hamlin") in accordance with the captioned Plan of Reorganization, and Hamlin's subsequent commencement of operations as described below and in the final Disclosure Statement published in connection with the Plan of Reorganization, will not, in light of all the facts and circumstances, cause the PBGC to treat or consider Hamlin or any related or affiliated companies or persons as Copperweld's successor for any purpose under Title IV of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). This letter is issued in consideration of Hamlin's agreement to provide PBGC with a second security interest to secure the underfunding on a termination basis and minimum funding contributions under the defined benefit pension plans described below.

In connection with the foregoing, the PBGC acknowledges those matters described in the final Disclosure Statement to the Plan of Reorganization, including specifically Hamlin's stated intention of assuming and adopting the Copperweld Steel Company Pension Plan for Clerical Employees, Hamlin's employment of significant numbers of organized and non-organized individuals formerly employed by Copperweld, and Hamlin's expected establishment of a new defined benefit pension plan for those employees represented by Local 2243 of the United Steelworkers of America, patterned after the Copperweld Steel Company Pension Plan for Production and Maintenance Employees (the "P&M Plan") and taking into account employment service with Copperweld (subject to certain related pension offsets).

John S. Steinhauer, Esq.  
September \_\_, 1995  
Page 2

The PBGC confirms as correct your understanding that the PBGC will stipulate or consent to an involuntary termination of the P&M Plan, using a September 30, 1995 plan termination date. PBGC agrees that, in accordance with PBGC policy and based on the facts known, former Copperweld employees who are employed by Hamlin may begin to receive or continue to receive early retirement benefits to which they are otherwise entitled, without regard to whether those individuals commence participating in a new defined contribution plan to be sponsored by Hamlin.

Finally, the PBGC confirms and acknowledges that certain information to be provided by Hamlin in connection with the issuance of this letter may constitute privileged and/or confidential trade secrets and/or commercial or financial information protected from disclosure under the Freedom of Information Act ("FOIA"). 5 U.S.C. § 552(b)(4). The parties will execute an appropriate confidentiality agreement consistent with FOIA, and make other provisions to protect their respective interests with respect to any such information.

PENSION BENEFIT GUARANTY CORPORATION

Ellen A. Hennessy  
Deputy Executive Director  
and Chief Negotiator

cc: John J. McGowan, Jr, Esq.  
Baker & Hostetler  
3200 National City Center  
Cleveland Ohio 44114



EXHIBIT D



will be in exchange for and in complete satisfaction and release of all Claims and termination of all Interests. Except as otherwise provided in the Plan or the Confirmation Order, no holder of Claim or Interest may, on account of such Claim or Interest, seek or receive any payment or distribution from, or seek recourse against, any assets of the Debtors, the Liquidation Trust, Hamlin or their respective property, except as provided in Section X.C of the Plan. In addition, except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date all Interests and other rights of equity security holders in the Debtors shall be cancelled and of no further force and effect.

#### RELEASES BY RECIPIENTS OF DISTRIBUTIONS

Except as otherwise provided in the Plan, and only to the extent permitted under applicable law each entity receiving a distribution pursuant to the Plan on account of its Allowed Claim (including all entities acquiring rights under any Special Trust or the Liquidation Trust) shall be deemed to forever release and waive all known and unknown claims, debts, rights and causes of action of any nature that such entity has, had or may have against: (a) the Debtors' present and former directors, officers, employees, agents, attorneys, accountants, investment bankers and other representatives; (b) Congress; and (c) Hamlin. The foregoing does not include (i) claims, debts, rights and causes of action that Congress has, had or may have against Hamlin; (ii) claims, debts, rights or causes of action to enforce the terms of the Plan, including the provisions of Section IV.B.2.c.iii of the Plan; (iii) claims, debts, rights and causes of action that first arise after the Effective Date; (iv) claims, debts, rights and causes of action that do not arise from a relationship of the applicable released entity to a Debtor; or (v) claims, debts, rights or causes of action of the Ohio EPA or the U.S. EPA against directors (other than Daido directors), officers, employees, agents or representatives of the Debtors. The Confirmation Order shall enjoin the prosecution, whether directly, derivately or otherwise, of any claim, debt, right or cause of action released or to be released pursuant to the Plan. Notwithstanding any of the foregoing, with respect to the Ohio EPA or the U.S. EPA, the Confirmation Order shall not release Hamlin, or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction, from any liability under environmental laws for the assessment, cleanup, remediation and correction of any conditions that exist on the property purchased pursuant to the Sale Transaction (whether such conditions were created before or after the Effective Time of the Sale Transaction), and nothing shall release Hamlin or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction from complying with applicable environmental laws; *provided, however*, that neither Hamlin nor any subsequent owner or operator of the property purchased pursuant to the Sale Transaction shall be liable for penalties for violations that may have been committed by the Debtors on the property purchased pursuant to the Sale Transaction prior to the Effective Time of the Sale Transaction.

## RELEASE OF DAIDO

On the Effective Date, (1) each Plan Participant (other than (a) Daido and (b) Hamlin solely to the extent that it may affect the technology agreement entered into between Daido and Hamlin), and (2) each holder of a Claim or Interest, for itself and its predecessors, successors, estates and assigns, shall be deemed to have released and forever discharged: (i) Daido, (ii) the predecessors, successors and assigns of Daido; and (iii) the respective present and former directors, officers, employees and agents, consultants and attorneys of the foregoing entities, acting in such capacity, from any claims, obligations, debts, rights or causes of action, whether known or unknown, existing or hereafter arising, directly or indirectly related to or in connection with the Debtors or property of the Estates, including the claims, debts, rights or causes of action asserted in the Creditors' Committee Litigation based upon any act, omission, transaction or other occurrence taking place on or prior to the Effective Date. In addition, on the Effective Date, the Debtors shall be deemed to have released and forever discharged: (1) IBJ, (2) Tokai, (3) Sanwa Bank Limited, Chicago Branch, (4) Sanwa Business Credit Corporation, (5) Pitney Bowes Credit Corporation and (6) Marubeni (solely in respect of Marubeni's transactions with the Debtors resulting from Marubeni's financing of the Debtors' wastewater treatment facility) from any and all claims, debts, rights or causes of action related to or in connection with the Debtors, including any Avoidance Action. Notwithstanding the foregoing, nothing in Section X.B of the Plan shall prevent the enforcement of the Plan, or of any contract, instrument, release or other agreement or document created or entered into in connection with the Plan (including documents of transfer of title), against any of the entities released in Section X.B of the Plan. Notwithstanding anything to the contrary contained in the Plan or the Confirmation Order, if the Confirmation Order is vacated, reversed, amended or otherwise modified and, as a consequence, Congress again has a Claim against the Debtors, the Estates or the Liquidation Trust, the attorney stipulations dated December 14, 1993 and November 28, 1994, between counsel to Congress and counsel to Daido shall be in full force and effect as if the Confirmation Order had not been entered and shall be binding upon Daido and its successors and assigns.

## INJUNCTION

As of the Confirmation Date, all holders of Claims or Interests are permanently enjoined from taking any of the following actions: (i) commencing or continuing in any manner or in any place, any action or other proceeding on account of such Claim or Interest against the Plan Participants or property that is to be distributed under the Plan, other than to enforce any right to receive property under the Plan; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against any property that is to be distributed to Claim holders under the Plan, other than as permitted under (i) above; (iii) creating, perfecting or enforcing any lien or encumbrance against any property that is to be distributed pursuant to the Plan or transferred or conveyed pursuant to the Sale Transaction or the Luntz Transaction, other than as permitted under (i) above; (iv) commencing or continuing against Hamlin

or against any person or entity as an alleged successor to a Debtor in any manner or in any place, any action or other proceeding on account of such Claim or Interest; (v) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to a Debtor, the Liquidation Trustee, the Special Trustees or Hamlin; and (vi) commencing or continuing any action, in any manner or in any place, that does not comply with or is inconsistent with the provisions of the Plan; *provided, however,* that during the period from the Confirmation Date through and including the Effective Date, notwithstanding anything contained herein to the contrary, nothing in the Plan or the Confirmation Order shall in any way affect Congress' rights and remedies under the Postpetition Credit Agreement with respect to any Claim of Congress under the Postpetition Credit Agreement. Nothing in Section X.C of the Plan shall affect claims of Congress against Hamlin in respect of the postconfirmation secured financing to be provided to Hamlin by Congress. Notwithstanding the foregoing, nothing in Section X.C of the Plan shall prevent the enforcement of the Plan, or of any contract, instrument, release or other agreement or document created or entered into in connection with the Plan (including documents of transfer of title), against any of the entities enjoined in Section X.C of the Plan. Nothing in the Plan or the Confirmation Order shall impede or prevent, or be deemed to impede or prevent Congress from enforcing any of its rights and remedies against Hamlin (or its nominees, successors or assigns) under the postconfirmation loan documents, and nothing in the Plan or this Confirmation Order shall be deemed to modify Congress' commitment letter to Hamlin. Notwithstanding any of the foregoing, with respect to the Ohio EPA and the U.S. EPA, the Confirmation Order shall not enjoin the Ohio EPA or the U.S. EPA from asserting against Hamlin, or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction, any liability under environmental laws for the assessment, cleanup, remediation and correction of any conditions that exist on the property purchased pursuant to the Sale Transaction (whether such conditions were created before or after the Effective Time of the Sale Transaction), and nothing shall enjoin the Ohio EPA or the U.S. EPA from requiring Hamlin or any subsequent owner or operator of the property purchased pursuant to the Sale Transaction to comply with applicable environmental laws; *provided, however,* that neither Hamlin nor any subsequent owner or operator of the property purchased pursuant to the Sale Transaction shall be liable for penalties for violations that may have been committed by the Debtors on property purchased pursuant to the Sale Transaction prior to the Effective Time of the Sale Transaction. In addition, notwithstanding any of the foregoing, with respect to the Ohio EPA and the U.S. EPA, the Confirmation Order shall not enjoin the Ohio EPA or the U.S. EPA from asserting against Luntz, or any subsequent owner or operator of the property purchased pursuant to the Luntz Transaction, any liability under environmental laws for the assessment, cleanup, remediation and correction of any conditions that exist on the property purchased pursuant to the Luntz Transaction (whether such conditions were created before or after the Effective Time of the Luntz Transaction), and nothing shall enjoin the Ohio EPA or the U.S. EPA from requiring Luntz or any subsequent owner or operator of the property purchased pursuant to the Luntz Transaction to comply with applicable environmental laws.

Except as otherwise provided in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or otherwise extant will remain in full force and effect until the Effective Date.

### EXEMPTIONS FROM TAXATION

Pursuant to section 1146(c) of the Bankruptcy Code: (i) the creation or transfer of any mortgage, deed of trust, or other security interest; (ii) the making or assignment of any lease or sublease; or (iii) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including any agreements of consolidation; deed; bills of sale; assignments; assignments, assumptions or delegations of any asset, property, right, liability, duty or obligation; or instruments of transfer executed in connection with any of the Restructuring Transactions consummated pursuant to Section V.B of the Plan, shall not be subject to any stamp tax, real estate transfer tax or similar tax.

### BAR DATES FOR ASSERTING CERTAIN CLAIMS

Except as set forth below, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Liquidation Trust no later than 30 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Claims and that do not File and serve a request by the applicable Bar Date shall be forever barred from asserting such Claims, including such Claims against the Debtors, the Liquidation Trust or their respective property. Objections to such requests must be Filed and served on the Liquidation Trust (if not Filed by the Liquidation Trust) and the requesting party by the later of: (i) 75 days after the Effective Date or (ii) 60 days after the Filing of the applicable request for payment of Administrative Claims.

Professionals or other entities requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) and 1103 of the Bankruptcy Code for services rendered before the Effective Date (including compensation requested pursuant to section 503(b)(3) and (4) of the Bankruptcy Code by any Professional or other entity for making a substantial contribution in any Chapter 11 Case) must File and serve on the Liquidation Trust and such other entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of compensation and reimbursement of expenses no later than 45 days after the Effective Date; *provided, however*, that any Professional who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses for services rendered before the Effective Date, without further Court review or approval, pursuant to the Ordinary Course Professionals Order. Objections to applications of Professionals or other entities for compensation or reimbursement of

expenses must be Filed and served on the Liquidation Trust (if not Filed by the Liquidation Trust) and the requesting party by the later of: (i) 65 days after the Effective Date and (ii) 20 days after the Filing of the applicable request for the payment of Administrative Claims.

Holders of Administrative Claims based on liabilities incurred by a Debtor in the ordinary course of its business (including Administrative Claims that are Trade Claims, Administrative Claims of governmental units for taxes and Administrative Claims arising from or under those executory contracts and unexpired leases of the kind described in Section VI.A of the Plan (other than Administrative Claims relating to cure amounts)) will not be required to File or serve any request for payment of such Claims.

Holders of Administrative Claims under or evidenced by the Postpetition Credit Agreement will not be required to File or serve any request for payment of such Claims. Hamlin shall not be required to File or serve any request for payment in respect of Purchase Agreement Responsibilities except to the extent of the requirements set out in the Purchase Agreement.

If the rejection of an executory contract or unexpired lease pursuant to Section VI.A of the Plan gives rise to a Claim by the other party or parties to such contract or lease, such Claim shall be forever barred and will not be enforceable against the Debtors, the Liquidation Trust or their respective property unless a proof of Claim is Filed and served on the Liquidation Trust no later than 30 days after the later of: (i) the Effective Date, (ii) delivery of a notice of amendment pursuant to Section VI.A.1 of the Plan providing for the rejection of the applicable executory contract or unexpired lease.

Copies of the Confirmation Order may be obtained by telephoning Mr. Joseph D'Angelo at Mill Creek Supply Company (216) 747-7447.

Dated: Youngstown, Ohio  
September \_\_, 1995

BY ORDER OF THE UNITED  
STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF  
OHIO, EASTERN DIVISION

**COUNSEL:**

David G. Heiman  
Heather Lennox  
JONES, DAY, REAVIS & POGUE  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
(216) 586-3939

Shawn M. Riley  
McDONALD, HOPKINS, BURKE &  
HABER CO., L.P.A.  
2100 Bank One Building  
600 Superior Avenue, East  
Cleveland, Ohio 44114  
(216) 348-5400