

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

In re	:	
	:	Chapter 11
WP Steel Venture LLC, <u>et al.</u> ¹	:	
	:	Case No. 12-11661 (KJC)
Debtor.	:	(Jointly Administered)
RG Steel Warren, LLC, Debtor in Possession,	:	
	:	
Plaintiff,	:	
v.	:	
	:	Adv. Pro. No.: 13-50424 (KJC)
Lafarge North America, Inc.,	:	
	:	
Defendant.	:	

**STIPULATION BETWEEN RG STEEL WARREN, LLC AND
LAFARGE NORTH AMERICA, INC. RESOLVING
THE ADVERSARY PROCEEDING AND CLAIM NO. 1427**

This stipulation (the “Stipulation”) is entered into as of April 24, 2014 by and between RG Steel Warren, LLC (the “Debtor”) and Lafarge North America, Inc., (“Lafarge” and together with the Debtor, the “Parties”). In full settlement of the above-captioned Adversary Proceeding (as defined below) and Lafarge’s proof of claim filed in the above-captioned chapter 11 cases (“Claim No. 1427”), the Parties stipulate and agree as follows:

WHEREAS, on May 31, 2012, the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

¹ If applicable, the last four digits of the taxpayer identification numbers of the Debtors follow in parentheses: (i) WP Steel Venture LLC (7095); (ii) Metal Centers LLC; (iii) RG Steel, LLC (1806); (iv) RG Steel Railroad Holding, LLC (4154); (v) RG Steel Sparrows Point, LLC (3633); (vi) RG Steel Warren, LLC (0253); (vii) RG Steel Wheeling, LLC (3273); and (viii) RG Steel Wheeling Steel Group, LLC (9927). The Debtors’ executive address is 1430 Sparrows Point Blvd., Sparrows Point, MD 21219.

WHEREAS, on September 21, 2012, Lafarge filed a proof of claim ("Claim No. 1427") asserting a general unsecured claim in the amount of \$1,047,990.61;

WHEREAS, on November 19, 2012, the Bankruptcy Court entered an order pursuant to 11 U.S.C. §§ 105(a) and 363(b) and Rules 2002(a)(3) and 9019(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") establishing procedures to compromise and settle certain preference claims (the "Settlement Procedures Order") [D.I. 1551];

WHEREAS, on January 18, 2013, the Debtor initiated Adversary Proceeding No. 13-50424 (KJC) (the "Adversary Proceeding") against Lafarge by filing a complaint to avoid and recover preferential transfers;

WHEREAS, the Parties have agreed to settle the Adversary Proceeding in accordance with the Settlement Procedures Order; and

WHEREAS, pursuant to this Stipulation, the Parties seek to resolve Claim No. 1427 in connection with the settlement of the Adversary Proceeding.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE UNDERSIGNED PARTIES AS FOLLOWS:

1. Claim No. 1427 is reduced, reclassified, and allowed in the Debtor's main bankruptcy case, Case No. 12-11661, as an administrative claim under 11 U.S.C. § 503(b)(9) in the amount of \$74,270.14 in full and final satisfaction of any and all claims that Lafarge has or may have against the Debtor.

2. Upon execution of this Stipulation, the Debtor shall promptly request the Bankruptcy Court to enter a final order (the "Claim Order") (i) allowing Claim No. 1427 in accordance with paragraph 1 above, and (ii) authorizing and directing Kurtzman Carson Consultants, LLC, the Debtor's claims and noticing agent, to reflect such allowance and

treatment of Claim No. 1427 on the Debtor's official claims register. Within 10 days after the Claim Order becomes a final, non-appealable order,² Lafarge shall pay the Debtor the sum of \$110,000.00 (the "Settlement Payment") in full settlement of the above-captioned adversary proceeding and Claim No. 1427. In the event that the conditions set forth above are not fulfilled, the Parties shall have all of their claims, defenses, and other respective rights as they existed immediately prior to the execution of this Stipulation.

3. In consideration for the agreements and promises set forth in this Stipulation, and except as otherwise provided for herein, effective upon the clearance of the Settlement Payment, the Parties hereto each release and discharge all claims, causes of action, liabilities or obligations, and further agree to refrain from suing and instituting, pursuing, collecting, or in any way aiding or proceeding upon any and all claims, demands, judgments, debts, causes of action, suits or proceedings of any kind, nature or description, that each may assert against the other from the beginning of time to the consummation of this Stipulation; *provided, however*, that the foregoing shall not encompass, and is without prejudice, to Lafarge's rights with respect to Claim No. 1427 and the rights and obligations arising out of this Stipulation.³

4. This Stipulation is binding upon the Parties, and the resolution of Claim No. 1427 is subject to further Bankruptcy Court approval.

5. This Stipulation shall be binding upon any chapter 11 trustee, chapter 7 trustee, liquidating trustee, plan administrator, distribution agent, or any other responsible person appointed pursuant to any chapter 11 plan confirmed in this case.

² Pursuant to Rule 8002(a) of the Federal Rules of Bankruptcy Procedure, a party has a period of 14 days after entry of an order in which to object.

³ The releases herein pertain only to the Debtor and Lafarge and do not release any claims on behalf of RG Steel Sparrows Point, LLC or RG Steel Wheeling, LLC.

6. Lafarge hereby waives any right it may have to file a claim for the Settlement Payment.

7. The Parties each warrant that they have made no assignment, and hereafter will make no assignment of any claim, chose in action, right of action, or any other right released pursuant to this Stipulation.

8. The Parties will each bear their respective attorneys' fees and costs relating to the settlement negotiations and implementation of this Stipulation. However, if any action is commenced by any Party hereto to enforce the provisions of this Stipulation, the prevailing Party shall be entitled to an award, in addition to any other claims or damages, of its costs and expenses including attorneys' fees, in connection with that action.

9. The Parties hereto have read all of the foregoing and represent that this Stipulation has been explained to them by their respective legal counsel, and that each understands all of the provisions hereto.

10. The Parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures. This Stipulation may be executed in counterparts and all counterparts so executed shall constitute one Stipulation which shall be binding on the Parties hereto.

11. The Bankruptcy Court shall retain jurisdiction over the implementation and enforcement of this Stipulation.

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RG STEEL WARREN, LLC

Dated: April 25, 2014

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LAFARGE NORTH AMERICA, INC.

Dated: April 25, 2014

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