

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW HAMPSHIRE**

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| In re:                                 | CHAPTER 11            |
| <b>Isaacson Steel, Inc.</b>            | Case No. 11-12415-JMD |
| <b>Isaacson Structural Steel, Inc.</b> | Case No. 11-12416-JMD |
| Debtors                                | Jointly Administered  |

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**STIPULATION FOR ENTRY OF ORDER  
RESOLVING MASSACHUSETTS DEPARTMENT OF REVENUE'S  
OBJECTIONS TO CONFIRMATION OF DEBTORS' FIRST AMENDED PLAN OF  
REORGANIZATION DATED SEPTEMBER 25, 2013, AS MODIFIED OCTOBER 18, 2013**

The Debtors in Possession, Isaacson Steel, Inc. and Isaacson Structural Steel, Inc. "ISSI", collectively, the "Debtors") and Massachusetts Department of Revenue (the "Objecting Party" or "MDR") respectfully stipulate and agree as follows (the "Stipulation") for the purpose of resolving finally and completely all of the objections made by Objecting Party to the confirmation of the Debtor's First Amended Plan of Reorganization dated September 25, 2013 As Modified on October 18, 2013 (the "Objection" and the "Plan"):

1. The parties to this Stipulation shall file immediately a joint motion requesting the Bankruptcy Court to approve this Stipulation so that it becomes an order of the Court and modifies the Plan as it pertains to the Administrative and Priority Claims held or asserted by MDR (the "Motion").
2. The term "GSA" shall mean the *Global Settlement Agreement and Stipulation* filed with the Bankruptcy Court as part of Doc. Nos. 1116 and 1183.
3. Proof of Claim No. 41 of Case Docket No. 11-12416-JMD filed by MDR for taxes that accrued prior to the Petition Date (the "Pre-petition Priority Tax Claim") shall be allowed in the amount of \$94,587.41 (the "Allowed MDR Priority Tax Claim").

4. In accordance with 11 U.S.C. 1129(a)(9), the MDR shall receive “different treatment” of the Allowed MDR Priority Tax Claim under the Plan. Under the Plan and in full and final satisfaction of the Allowed MDR Priority Tax Claim any pre-petition non-priority unsecured claim held by MDR, the MDR will receive the greater of either (i) \$75,000.00, or (ii) an amount equal to the part of the Allowed MDR Priority Tax Claim, if any, that is for sales taxes associated with the construction project located at 157 Berkeley Street, Boston, Massachusetts (the “157 Berkeley Pre-Petition Sale Taxes” and “157 Berkeley Project”). MDR assents to this treatment and materially relies upon the assurances and guarantees of performance by ISSI under this Stipulation and upon the obligations of Turner Construction Company, Inc. (“Turner”) under the GSA.

5. On or before the effective date of the Plan (the “Effective Date”), ISSI and/or the Trust created by the Plan shall pay MDR the sum of \$75,000.00 in full and complete satisfaction of the MDR Allowed Priority Claim against the Debtor by sending a check payable to the “Commonwealth of Massachusetts” to the following address: **Massachusetts Department of Revenue, Bankruptcy Unit, 100 Cambridge Street, P.O. Box 9564, Boston, MA 02114.**

6. As soon as practicable after the Effective Date, Turner and ISSI shall determine what part, if any, of the Allowed MDR Priority Tax Claim consists of 157 Berkeley Pre-Petition Sale Taxes. Turner shall reimburse the Debtor for that portion of the \$75,000 payment made to MDR by the Debtor pursuant hereto that is attributable to 157 Berkeley Pre-petition Sales Taxes and pay any amount in excess of \$75,000 should the Berkeley Pre-petition Sales Taxes exceeding that amount directly to MDR; provided that, nothing in this Stipulation shall expand or limit the amount Turner is obligated to pay on account of any tax claim under the GSA.

7. On or before December 15, 2013, the Debtor, with the written approval and consent of Turner, shall file or amend any and all tax returns due to the MDR containing true and accurate figures for the period beginning on the Petition Date and ending on the date of the

Order confirming the Plan (collectively with any previously filed post-petition tax returns filed by the Debtors the "Post-petition MDR Tax Returns,"). Debtor shall file the Post-petition MDR Tax Returns by sending them to the following address: **Massachusetts Department of Revenue, Bankruptcy Unit, ATTN: John Giamettei, P.O. Box 9564, Boston, MA 02114-9564.**

8. MDR may review or audit the Post-petition MDR Tax Returns in accordance with its rules and regulations, but shall complete any such review or audit within one-hundred eighty (180) days of the date on which the Post-petition MDR Tax Returns are filed with MDR (the "MDR Audit Period"). MDR shall file an Amended Proof of Administrative Claim not later than ten (10) days from the last day of the Audit Period (the "Amended MDR Administrative Tax Claim"). The audit period may be extended: (i) for thirty (30) days by the written agreement of the Debtors and MDR, or (ii) for thirty (30) days if the Debtors have not responded in writing to any request by MDR within fifteen (15) days of such request. MDR shall, on the same day it files the Amended MDR Administrative Tax Claim, serve the Amended MDR Administrative Tax Claim on the Debtors, the Debtors' counsel, Turner and Turner's counsel.

9. The Debtors and/or Turner shall have thirty (30) days from service of the Amended MDR Administrative Tax Claim to object to the Amended MDR Administrative Tax Claim. All of the Debtors', Turner's and the MDR's rights, claims and defenses with respect to the Amended MDR Administrative Tax Claim are fully preserved, including the right to contest MDR's right or entitlement to any sales taxes assessed by MDR. MDR shall be allowed an Administrative Claim (the "Allowed MDR Administrative Claim") upon the earlier to occur of: (i) in the event that no objection to the Amended MDR Administrative Tax Claim is filed, on the thirty-first (31<sup>st</sup>) day following the service of the Amended MDR Administrative Tax Claim as provided in paragraph 9, (ii) in the event an objection to the Amended MDR Administrative Tax Claim is filed, upon the entry of a non-appealable order fixing the amount of the Amended MDR Administrative Tax Claim, or (iii) upon the execution of a written agreement between the

Debtors, Turner and MDR fixing the amount of the Amended MDR Administrative Tax Claim.

10. The provisions of the GSA relating to the payment of taxes due MDR are incorporated herein by reference.

11. In full and complete satisfaction of the Allowed MDR Administrative Claim, MDR shall receive payment from Turner to the extent provided in the GSA (the "Turner Funded Amount"); provided that, nothing in this Stipulation or order fixing the amount of the Amended MDR Administrative Tax Claim shall expand or limit the amount Turner is obligated to pay on account of any tax claim under the GSA. Payment of the Turner Funded Amount shall be made in full within thirty (30) days of the date of the allowance of the Amended MDR Administrative Tax Claim. Payment of the Turner Funded Amount shall be made by sending a check payable to the "Commonwealth of Massachusetts" to the following address: **Massachusetts Department of Revenue, Bankruptcy Unit, 100 Cambridge Street, P.O. Box 9564, Boston, MA 02114.**

12. The Debtors shall have no other financial liabilities or other obligations to MDR other than the payment of the Allowed MDR Priority Tax Claim as and to the extent provided for herein. Once the Debtor has paid the \$75,000 due on account of the Allowed MDR Pre-petition Tax Claim, the Debtor and/or the Trust created by the Plan may make the other distributions provided for in the Global Settlement Agreement and the Plan.

13. All Objections to the confirmation of the Plan shall be withdrawn simultaneously with the entry of a Bankruptcy Court which approves this Stipulation.

14. This Stipulation shall become effective and binding on the Parties when approved by a final Order entered by the Bankruptcy Court.

15. Nothing contained in this Stipulation shall be construed to limit MDR's powers under Massachusetts law to initiate an audit of the books and records of the Debtors in

connection with any of the pre-petition or post-petition tax periods referred to in this Stipulation and to assess such taxes as may be properly due in accordance with applicable non-bankruptcy law.

16. No statements or recitals contained herein shall be deemed an admission by any of the Parties, but are contained herein for settlement purposes only.

17. This Stipulation may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. Facsimile and portable document format copies of this Stipulation and the signatures hereto may be used with the same force and effect as the original.

18. The Parties consent to the jurisdiction of the Bankruptcy Court for any matter relating to or arising from this Stipulation.

Respectfully submitted,

Dated: **December 4, 2013**

/s/ William S. Gannon  
William S. Gannon, BNH 01222

Attorney for:

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ISAACSON STRUCTURAL STEEL, INC**

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