UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF IOWA

In re:	)	Case No. 16-01823-als11
	)	
FANSTEEL, INC.	)	Chapter 11
	)	
Debtor and Debtor in Possession	)	Hon. Anita L. Shodeen
	)	
1746 Commerce Rd. Creston, IA 50801	)	**DEBTOR FANSTEEL, INC'S ~~FIRST~~SECOND AMENDED DISCLOSURE STATEMENT DATED ~~FEBRUARY 16~~MARCH 6, 2017**
EIN: 36-1058780	)	
	)	

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Debtor, Debtor in Possession and
Plan Proponent

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I. INTRODUCTION

Fansteel, Inc. (hereinafter referred to as "Fansteel" or "Debtor") is the Debtor and Debtor in Possession in its Chapter 11 Bankruptcy Case pending before this Court. Fansteel commenced its case by filing a voluntary petition for relief on September 13, 2016.

Chapter 11 allows the Debtor, and under some circumstances, Creditors and other parties, to propose a plan of reorganization. The Debtor is the Plan Proponent of the ~~First~~kSecond Amended Plan of Reorganization Dated ~~February 16~~March 6, 2017 (the "Plan"). A true and exact copy of the Plan is filed contemporaneously with this Disclosure Statement (the "Disclosure Statement").

A. The Purpose of this Disclosure Statement

Pursuant to Bankruptcy Code Section 1125, the Plan Proponent has prepared and filed this Disclosure Statement along with the Plan, for the Court's approval and submission to the holders of Claims and Interests. However, before acceptance or rejection of a plan may be solicited, the Court must find that this Disclosure Statement contains "adequate information."

"Adequate Information" is defined in Bankruptcy Code Section 1125(a)(1) to mean information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the Debtor and the condition of the Debtor's books and records, that would enable a hypothetical reasonable investor typical of the holders of Claims or Interests of the relevant Class to make an informed judgment about the plan. In re Dakota Rail, Inc., 104 B.R. 138 (Bankr. Minn. 1989); In re Metrocraft Publishing Serv., Inc., 39 B.R. 567 (Bankr. N.D. Ga. 1984).

READ THIS DISCLOSURE STATEMENT CAREFULLY TO FIND OUT THE FOLLOWING:

1. WHO CAN VOTE OR OBJECT;
2. WHAT THE TREATMENT OF YOUR CLAIM AND/OR INTEREST IS, (i.e., if your Claim and/or Interest is disputed, and what your Claim and/or Interest will receive if the Plan is confirmed);
3. THE HISTORY OF THE DEBTOR AND SIGNIFICANT EVENTS DURING ITS BANKRUPTCY CASE;
4. WHAT THINGS THE COURT WILL LOOK AT TO DECIDE WHETHER OR NOT TO CONFIRM THE PLAN; AND
5. WHAT IS THE EFFECT OF CONFIRMATION?

This Disclosure Statement cannot tell you everything about your rights. You should consider consulting your own lawyer to obtain more specific advice on how the Plan will affect you and what is the best course of action for you.

Be sure to read the Plan as well as the Disclosure Statement. If there are any inconsistencies between the Plan and Disclosure Statement, the Plan provisions will govern.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN SUBMITTED BY THE DEBTOR, UNLESS SPECIFICALLY STATED TO BE FROM OTHER SOURCES. THE DEBTOR HAS NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING IT OR ITS FINANCIAL AFFAIRS, OTHER THAN THOSE SET FORTH IN THIS DISCLOSURE STATEMENT.

YOU MAY NOT RELY UPON THIS DISCLOSURE STATEMENT FOR ANY PURPOSE OTHER THAN TO DECIDE HOW TO VOTE ON THE PLAN. NOTHING CONTAINED IN THE PLAN OR THE DISCLOSURE STATEMENT SHALL CONSTITUTE AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTOR OR ANY OTHER PARTY.

EXCEPT AS MAY BE SET FORTH IN THIS DISCLOSURE STATEMENT, THE BANKRUPTCY COURT HAS NOT APPROVED ANY REPRESENTATIONS CONCERNING THE DEBTOR OR THE VALUE OF ITS ASSETS. THE DEBTOR HAS NOT AUTHORIZED ANY REPRESENTATIONS OR INDUCEMENTS TO SECURE ACCEPTANCE OR REJECTION OF THE PLAN OTHER THAN AS CONTAINED HEREIN AND APPROVED BY THE BANKRUPTCY COURT.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF, UNLESS ANOTHER DATE IS SPECIFIED HEREIN. NEITHER DELIVERY OF THIS DISCLOSURE STATEMENT NOR ANY EXCHANGE OF RIGHTS MADE IN CONNECTION WITH THIS DISCLOSURE STATEMENT AND PLAN SHALL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE FACTS SET FORTH IN THE DISCLOSURE STATEMENT SINCE THE DATE THE DISCLOSURE STATEMENT WAS PREPARED.

ALTHOUGH THE DEBTOR BELIEVES THAT THE CONTENTS OF THIS DISCLOSURE STATEMENT ARE COMPLETE AND ACCURATE TO THE BEST OF ITS KNOWLEDGE, INFORMATION AND BELIEF, THE DEBTOR IS UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED THEREIN IS WITHOUT ANY INACCURACY. ANY STATEMENTS REGARDING PROJECTED AMOUNTS OF CLAIMS AND DIVIDENDS ARE ESTIMATES OF THE DEBTOR BASED UPON CURRENTLY AVAILABLE INFORMATION AND ARE NOT A REPRESENTATION THAT SUCH AMOUNTS WILL ULTIMATELY PROVE CORRECT.

THE DEBTOR BELIEVES THAT THE TREATMENT OF CREDITORS AND INTEREST HOLDERS UNDER THE PLAN WILL RESULT IN A GREATER RECOVERY FOR CREDITORS THAN THAT WHICH IS LIKELY TO BE ACHIEVED UNDER THE DIRECTION OF A TRUSTEE IN A CASE UNDER CHAPTER 7 OF THE BANKRUPTCY CODE. ACCORDINGLY, THE DEBTOR BELIEVES THAT CONFIRMATION OF THE PLAN IS IN THE BEST INTEREST OF CREDITORS AND INTEREST HOLDERS. THE DEBTOR RECOMMENDS THAT CREDITORS VOTE TO ACCEPT THE PLAN.

THE BANKRUPTCY COURT HAS NOT YET CONFIRMED THE PLAN DESCRIBED IN THIS DISCLOSURE STATEMENT. IN OTHER WORDS, THE TERMS OF THE PLAN ARE NOT YET BINDING ON ANYONE. HOWEVER, IF THE BANKRUPTCY COURT LATER CONFIRMS THE PLAN, THEN THE PLAN WILL BE BINDING ON ALL CREDITORS AND INTEREST HOLDERS IN THIS CASE.

THE PLAN IS INTENDED TO RESOLVE, COMPROMISE AND SETTLE ALL CLAIMS, DISPUTES, AND CAUSES OF ACTION BETWEEN AND AMONG ALL PARTICIPANTS AND AS TO ALL MATTERS RELATING TO THESE PROCEEDINGS, EXCEPT AS EXPRESSLY PROVIDED FOR IN THE PLAN. THEREFORE, APPROVAL OF THE PLAN SHALL AFFECT THE DISCHARGE AND RELEASE OF THE DEBTOR AND SETTLE ALL CLAIMS OF CREDITORS AND INTEREST HOLDERS, EXCEPT AS EXPRESSLY PROVIDED FOR IN THE PLAN.

IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, CREDITORS' CLAIMS, IF AND TO THE EXTENT ALLOWED, WILL BE PAID IN ACCORDANCE WITH THE TERMS OF, AND AT SUCH TIME(S) SPECIFIED IN, THE PLAN.

B. Defined Terms

For purposes of this Disclosure Statement, all capitalized terms used herein, and not otherwise defined, shall have the meanings set forth in the Plan. A term used, but not defined, in the Plan, but defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to it in the Bankruptcy Code or the Bankruptcy Rules, unless the context clearly requires otherwise. The rules of construction used in Bankruptcy Code Section 102 shall apply to construction of this Disclosure Statement and the Plan. Headings and captions are used in this Disclosure Statement for the convenience of reference only, and shall not constitute a part of this Disclosure Statement for any other purpose.

II. EXECUTIVE SUMMARY OF THE PLAN

The Debtor's Plan is an "operating" Plan and not a "liquidating" Plan. That means the Debtor intends reorganize its finances and business affairs, continue its business operations, and pay its Creditors from revenue generated by future operations.

The following chart provides a summary of the classification of Creditors and Interests under the Plan and the anticipated aggregate amounts that will be allowed within each Class (on the Effective Date). This summary chart is purely an estimate based on the information presently available to the Debtor; the actual Distributions to certain Classes under the Plan may vary from the projections.

Class	Constituency	# of Claims	Estimated Distribution	Treatment
Unclassified	§507(a)(2)-Administrative Expense Claims	13	$2,655,000	Paid in full on the Effective Date of the Plan, or such date as approved by the Court, unless creditor agrees to different/less favorable

				treatment
Unclassified	§507(a)(8) Priority Tax Claims	1	Undetermined	Payment in Cash of the Allowed Amount of the Claim on the later of the Effective Date or the date such Claim becomes an Allowed Claim or the Holder of the Claim will receive regular installment payments in Cash of a value equal to the allowed amount of such Claim, unless creditor agrees to different and/or less favorable treatment.
Class 1	§507(a)(1), (4), (5), (6) & (7) – Priority Non-Tax Claims		$0	Paid in full on the Effective Date of the Plan, or such date as approved by the Court, unless creditor agrees to different/less favorable treatment.
Class 2	Allowed Secured Claim of TCTM Financial FS LLC	1	$30,569,860.12	Paid in full on the Effective Date of the Plan on account of its Allowed Pre-Petition Claim, in Cash, less credits for the Disputed Unpaid Other Fees, the Interest Credit, the AST Credit, the Letters of Credit Credit and the Multi-Card Credit, as defined in the Plan.
Class 3	Allowed Secured Claim of 510 Ocean Drive Debt Acquisition, LLC	1	$6,139,713.83	On the Effective Date, $4,000,000 converted to equity in the Reorganized WDC Bankruptcy Case and balance secured by assets of the Reorganized WDC bankruptcy estate.
Class 4	Allowed Secured Lease Claim of Actuant Corporation	1	$60,085.00	Lease rejected pursuant to Stipulation.
Class 5a	Allowed Secured Lease Claim of AIM Nationalease (Freightliner Truck)	1	$1,245.00	Lease assumed by the Reorganized Debtor as of the Effective Date. Any unpaid sums due for pre- and post-petition charges and payments shall be paid in full, in Cash, on or before the Effective

				Date, unless the creditor agrees to different/less favorable treatment.
Class 5b	Allowed Secured Lease Claim of AIM Nationalease (International Truck)	1	$1,122.00	Lease assumed by the Reorganized Debtor as of the Effective Date. Any unpaid sums due for pre- and post-petition charges and payments shall be paid in full, in Cash, on or before the Effective Date, unless the creditor agrees to different/less favorable treatment.
Class 6	Allowed Secured Lease Claim of Fifth Third Leasing Co.	1	$0	Lease has matured and no amounts due and owing. Debtor will surrender the subject collateral to the creditor and creditor will not receive any dividend under the Plan.
Class 7	Allowed Secured Lease Claim of McAllen Foreign – Trade Zone	1	$2,650.00	Lease assumed by the Reorganized Debtor as of the Effective Date. Any unpaid sums due for pre- and post-petition charges and payments shall be paid in full, in Cash, on or before the Effective Date, unless the creditor agrees to different/less favorable treatment.
Class 8	Allowed Secured Lease Claim of Xerox Corporation	1	$122.74	Lease assumed by the Reorganized Debtor as of the Effective Date. Any unpaid sums due for pre- and post-petition charges and payments shall be paid in full, in Cash, on or before the Effective Date, unless the creditor agrees to different/less favorable treatment.
Class 9	Allowed Unsecured Administrative Convenience Class Claims	162	$290,845.00	Unless creditor agrees to different/less favorable treatment, in exchange for full satisfaction of claim, each creditor will receive a cash payment equal to 75% of the

				Allowed amount of its Claim, without interest, within thirty days of the Effective Date.
Class 10	Allowed General Unsecured Claims	66	$4,063,181.00	Each Claim holder to receive a dividend, in Cash, in deferred quarterly payments, with the first payment being on the Effective Date, and subsequent payments within ninety days thereafter, for a period not to exceed five years from and after the Effective Date, unless Claim holders elect to receive 30% of their Allowed Claim paid in Cash on the Effective Date in complete satisfaction of their Allowed Claim.
Class 11	Unsecured Claim of ~~the~~ FMRI ~~Decommissioning Trust~~, NRC and ODEQ	1	~~$0~~Undetermined	Commitment to ~~continue to~~ decommission and remediate the Muskogee, Oklahoma site, in exchange for complete satisfaction of the Class 11 Claim.
Class 12	Allowed Claims Filed by the Pension Benefit Guaranty Corporation Relating to the Wellman Dynamics Corporation Salaried Employees Retirement Plan	1	$6,995,929.89	The Class 12 Claim will be treated and paid through the WDC Plan of Reorganization. Should WDC fail to make any of the WDC Class 14 claims payments, ~~WMDA~~WDMA and, or, Fansteel shall pay the balance owed.
Class 13	General Unsecured Claim of Wellman Dynamics Corporation	1	$0	Satisfied by conversion of the Class 13 Claim debt into the equity interests to be given to WDC.
Class 14	Subordinated Unsecured Claims of Insiders	1	$0	Holder of Class 14 Claim to receive nothing under the Plan, unless the Debtor provides a 100% dividend to all holders of Allowed Claims in Classes 1 through 13.
Class 15	Equity Interests	1	$0	Cancelled on the Effective Date.

III. CONFIRMATION REQUIREMENTS: VOTE REQUIRED FOR APPROVAL OF THE PLAN

PERSONS OR ENTITIES CONCERNED WITH CONFIRMATION OF THE PLAN SHOULD CONSULT WITH THEIR OWN ATTORNEYS BECAUSE THE LAW ON CONFIRMING A PLAN OF REORGANIZATION IS VERY COMPLEX. The following discussion is intended solely for the purpose of alerting readers about basic confirmation issues, which they may wish to consider, as well as certain deadlines for filing Claims. The Plan Proponents CAN NOT and DO NOT represent that the discussion contained below is a complete summary of the law on this topic.

A. Who may Vote or Object

1. Who May Object to Confirmation of the Plan

Any party in interest may object to confirmation of the Plan, but as explained below not everyone is entitled to vote to accept or reject the Plan.

2. Who May Vote to Accept/Reject the Plan

A Creditor has a right to vote for or against the Plan if that Creditor has a Claim which is both (1) Allowed or Allowed for voting purposes and (2) classified in an Impaired Class.

a. What is an Allowed Claim

As noted above, a Creditor must first have an Allowed Claim to have the right to vote. Generally, any Proof of Claim will be allowed, unless a party in interest brings a motion objecting to the Claim. When an objection to a Claim is filed, the Creditor holding the Claim cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the Claim for voting purposes.

THE BAR DATE FOR FILING A NON-GOVERNMENTAL PROOF OF CLAIM IN THIS CASE WAS JANUARY 17, 2017 A Creditor may have an Allowed Claim even if a Proof of Claim is not timely filed. A Claim is deemed allowed if (1) it is scheduled on the Debtor's Schedules and such Claim is not scheduled as Disputed, Contingent, or Unliquidated, and (2) no party in interest has objected to the Claim.

b. What is an Impaired Claim

As noted above, an Allowed Claim only has the right to vote if it is in a Class that is Impaired under the Plan. A Class is Impaired if the Plan alters the legal, equitable, or contractual rights of the members of that Class. For example, a Class comprised of General Unsecured Claims is Impaired if the Plan fails to pay the members of that Class 100% of what they are owed.

In this case the Debtor believes that Classes 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, and 15 are Impaired, and that holders of Claims in these Classes are therefore entitled to vote to accept or reject the Plan. The Debtor believes that Classes 1 and 6 are Unimpaired and holders of Claims in these Classes do not have the right to vote to accept or reject the Plan. Parties who

dispute the Debtor's characterization of their Claim as being Impaired or Unimpaired may file an objection to the Plan contending that the Debtor has incorrectly characterized the Class.

3. Who is Not Entitled to Vote ?

The following four types of Claims are not entitled to vote: (1) Claims that have been disallowed; (2) Claims in Unimpaired Classes; (3) Claims entitled to priority pursuant to Bankruptcy Code Sections 507(a)(2), (a)(3) and (a)(8); and (4) Claims in Classes that do not receive or retain any value under the Plan. Claims in Unimpaired Classes are not entitled to vote because such Classes are deemed to have accepted the Plan. Claims entitled to priority pursuant to Bankruptcy Code Sections 507(a)(2), (a)(3), and (a)(8) are not entitled to vote because such Claims are not placed in Classes and they are required to receive certain treatment specified by the Bankruptcy Code. Claims in Classes that do not receive or retain any value under the Plan do not vote because such Classes are deemed to have rejected the Plan. EVEN IF YOUR CLAIM IS OF A TYPE DESCRIBED ABOVE, YOU MAY STILL HAVE A RIGHT TO OBJECT TO CONFIRMATION OF THE PLAN.

4. Who can Vote in More than One Class?

A Creditor who's Claim has been allowed in part as a Secured Claim and in part as an Unsecured Claim is entitled to accept or reject the Plan in both capacities, by casting one ballot for the secured part of the Claim and another ballot for the Unsecured Claim.

5. Votes Necessary to Confirm the Plan

Since Impaired Classes exist, the Court cannot confirm the Plan unless (1) at least one Impaired Class has accepted the Plan without counting the votes of any Insiders within that Class, and (2) all Impaired Classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cramdown" on non-accepting Classes, as discussed later in paragraph 7 of this Section.

6. Votes Necessary for a Class to Accept the Plan

A Class of Claims is considered to have accepted the Plan when more than one-half (1/2) in number and at least two-thirds (2/3) in dollar amount of the Claims which actually voted, voted in favor of the Plan. A Class of Interests is considered to have accepted the Plan when at least two-thirds (2/3) in amount of the Interest holders of such Class which actually voted, voted to accept the Plan.

7. Treatment of Non-accepting Classes: Absolute Priority Rule

As noted above, even if all Impaired Classes do not accept the Plan, the Court may confirm the Plan as long as the non-accepting Classes are treated in the manner required by the Bankruptcy Code. The process by which non-accepting Classes are forced to be bound by the terms of a plan is commonly referred to as "cramdown." The Bankruptcy Code allows a plan to be "crammed down" on non-accepting Classes of Claims if it meets all consensual requirements, except the voting requirements of Bankruptcy Code § 1129(a)(8), and if the plan does not "discriminate unfairly" and is "fair and equitable" toward each Impaired Class that has not voted to accept the plan, as referred to in Bankruptcy Code § 1129(b), and applicable case law.

a. Secured Claims

There are three ways to satisfy the fair and equitable standard with respect to a dissenting Class of Secured Claims. The first way is to provide that Class members retain their security interests (whether the collateral is kept or is transferred by the Debtor) to the extent of their allowed Secured Claims, and to give each Secured Creditor in the Class deferred Cash payments that aggregate to at least the amount of the allowed Secured Claim, and which have a present value equal to the value of the collateral. This method of satisfying the fair and equitable standard may be complicated by the application of the Bankruptcy Code § 1111(b)(2). The meaning of "Allowed Secured Claim" as used in this paragraph will depend on whether the Secured Class makes a Bankruptcy Code § 1111(b)(2) election to be treated as fully secured despite the fact that the collateral may be worth less than the amount of the Claim.

The Bankruptcy Code § 1111(b)(2) Election converts an Unsecured Deficiency Claim into a Claim secured by the collateral of the electing Creditor. If a Creditor so elects, the Debtor must treat the Creditor's entire Claim as a Secured Claim, and the Plan must provide for the Creditor to receive, (on account of its Claim) payments (either present or deferred), of a principal face amount equal to the amount of the Claim and of a present value equal to the value of the collateral.

A second alternative for complying with the fair and equitable standard with respect to a Class of dissenting Secured Creditors is for the Plan to provide for the realization of the "indubitable equivalent" of their Secured Claims.

The third alternative for satisfying the fair and equitable standard is for the Plan to provide for the sale of the collateral free and clear of liens, with the liens to attach to the sale proceeds.

b. Unsecured Claims:

There are two ways of satisfying the fair and equitable standard with respect to a dissenting Class of Unsecured Claims. The first way is for the Plan to provide for Distributions to the dissenting Class worth the full amount of their Allowed Claims. The Allowed Claims need not be paid in full on the Effective Date of the Plan. ~~If~~The Debtor maintains that if the Plan provides for deferred payments, an appropriate discount factor must be used so that the present value of deferred payments equals the full amount of the Allowed Unsecured Claims of the dissenting Class.

The second way to satisfy the fair and equitable test with respect to a dissenting Class of Unsecured Creditors, is for the Plan to provide that all Claims and/or Interests that are junior to the dissenting Class do not receive or retain any property on account of their Claims or Interests. Accordingly, if a dissenting Unsecured Creditor Class is to receive property worth only one-half of its Allowed Claims, the Plan may still be fair and equitable if all junior Classes are to receive or retain nothing, and if no senior Class is to receive more than 100% of its Allowed Claims.

8. Request for Confirmation Despite Non-acceptance by Impaired Class(es)

If any Impaired Class does not accept the Plan, the Debtor will seek confirmation by the cramdown provisions of Section 1129(b), provided that all of the applicable requirements of Section 1129(a), other than Section 1129(a)(8), have been met.

IV. DESCRIPTION OF THE PLAN

The following description of the Plan is qualified in its entirety by the terms of the Plan itself.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT INCLUDE SUMMARIES OF THE PROVISIONS CONTAINED IN THE PLAN. THE STATEMENTS CONTAINED HEREIN DO NOT PURPORT TO BE PRECISE OR COMPLETE STATEMENTS OF ALL THE TERMS AND PROVISIONS OF THE PLAN, AND REFERENCE IS MADE TO THE PLAN FOR THE FULL AND COMPLETE STATEMENT OF SUCH TERMS AND PROVISIONS.

THE PLAN ITSELF WILL BE FILED CONTEMPORANEOUSLY WITH THIS DISCLOSURE STATEMENT, AND WILL CONTROL THE TREATMENT OF CREDITORS AND INTEREST HOLDERS UNDER THE PLAN UPON THE EFFECTIVE DATE, AND WILL BE BINDING UPON CREDITORS, INTEREST HOLDERS AND OTHER PARTIES.

A. What Creditors and Interest Holders will Receive under the Plan

As required by the Bankruptcy Code, the Plan classifies Claims and Interests in various Classes according to their right to priority. The Plan states whether each Class of Claims or Interests is Impaired or Unimpaired. The Plan also provides the treatment Claims and Interests in each Class will receive.

B. Unclassified Claims

Certain types of Claims are not placed into voting Classes; instead they are Unclassified. They are not considered Impaired and will not vote on the Plan because they are automatically entitled to specific treatment provided for them in the Bankruptcy Code. As such, the Plan Proponents have not placed the following Claims in a Class.

1. Administrative Expense Claims

Administrative Expense Claims are Claims for costs and/or expenses of administering the Debtor's Bankruptcy Case which is allowed under Bankruptcy Code § 507(a)(2). The Bankruptcy Code requires that all Administrative Expense Claims be paid on the Effective Date of the Plan unless a particular claimant agrees to a different and/or less favorable treatment.

The Administrative Expense Claims will be paid proportionally by all three estates – the WDC Bankruptcy Case, Fansteel Bankruptcy Case, and WDMA Bankruptcy Case.

2. Court Approval of Fees Required

The Court must rule on all Professional Fees, except U.S. Trustee Quarterly Fees, before the fees will be paid. For all fees except the U.S. Trustee's fees, the professional or party seeking reimbursement must file and serve a properly noticed fee application and the Court must rule on the application. Only the amount of fees allowed by the Court will be paid under this Plan.

3. Priority Tax Claims

Priority Tax Claims include certain unsecured income, employment and other taxes described in Bankruptcy Code § 507(a)(8). The Bankruptcy Code requires that each holder of such a § 507(a)(8) Priority Tax Claim receive the present value of such Claim in deferred Cash payments, over a period not exceeding five (5) years from the Petition Date.

The Debtor is aware of two Priority Tax Claims -- (1) the Internal Revenue Service has filed a proof of claim with a priority claim in the amount of $160,884.80; and (2) Hidalgo County and the City of McAllen. The Debtor asserts that the IRS Claim is contingent as it is based on an unassessed liability.

The priority tax claim of Hidalgo County and the City of McAllen for the 2017 ad valorem property taxes shall be paid in the ordinary course of business and these taxing entities shall not be required to file a request for allowance and payment of its claims. To the extent any taxes due to Hidalgo County and the City of McAllen for the 2017 tax year are not timely paid as required by state statute, the taxing entities shall be at liberty to pursue its state court remedies to collect said taxes without further order of the Bankruptcy Court. The statutory liens now securing said claims shall be retained until said taxes are paid in full.

Except to the extent that the holder of a particular Allowed Priority Tax Claim has agreed to a different and/or less favorable treatment of its Claim, such holder will receive on account of such Claim either: (i) in the case of an Allowed Secured Priority Tax Claim, payment in Cash by the Reorganized Debtor the allowed amount of such Secured Priority Tax Claim on the later of the Effective Date or the date such Claim becomes an Allowed Claim; or (ii) the holder of such a Claim will receive on account of such Claim regular installment payments in Cash, of a value, as of the Effective Date of the Plan, equal to the allowed amount of such Claim. In the event the holder of such a Claim will receive deferred Cash payments, such Claim holder shall receive equal monthly installments of principal and interest beginning on the first day of the month following the Effective Date and amortized over a period equal to but not exceeding five (5) years after the Petition Date, with such equal monthly installments based on the allowed amount of such Claim with interest thereon calculated pursuant to Bankruptcy Code § 511. The treatment proposed for Priority Tax Claims as outlined above also applies to any claims that are secured by perfected tax liens. Secured tax creditors shall retain their liens until the claims are paid in full.

C. Classified Claims and Interests

1. Class 1 - Priority Non-Tax Claims

Class 1 includes certain Priority Non-Tax Claims that are referred to in Bankruptcy Code Sections 507(a)(1), (4), (5), (6), and (7) that are required to be placed in Classes. These are

generally for Domestic Support Obligations, Wages, and Contributions to Employee Benefit Plans, Grain Production and Purchase/Lease Deposits.

These types of Claims are entitled to priority treatment as follows: the Bankruptcy Code requires that each holder of such a Claim receive Cash on the Effective Date equal to the Allowed amount of such Claim. However, Priority Non-Tax Claim holders may vote to accept deferred Cash payments (of a value as of the Effective Date) equal to the Allowed amount of such Claim. These Claims are Unimpaired.

Except to the extent that the Holder of an Allowed Class 1 Claim has agreed to different and/or less favorable treatment of such Claim, each Holder of an Allowed Class 1 Claim shall be paid in Cash the Allowed amount of such Claim on the later of (i) the Effective Date or (ii) the entry of a Final Order approving such Claim.

2. Class 2– Allowed Secured Claim of TCTM Financial FS LLC

Class 2 consists of the Allowed Secured Claim of TCTM Financial FS LLC ("TCTM"), which includes obligations owing both before and after the Petition Date by the Debtor to TCTM. TCTM filed a Proof of Claim asserting a secured claim in the amount of $30,569,860.12 as of the Petition Date, based on certain promissory notes and security agreements referenced and itemized in its Proof of Claim, identified as Claim No. 39 of the Court's Claim Register in this Case. The promissory notes and security agreements were assigned to TCTM from Fifth Third Bank on or about September 1, 2016, as described in TCTM's Proof of Claim. The Class 2 Claim is Impaired.

The Debtor does not dispute the TCTM Proof of Claim, except for one issue: the Debtor disputes the full amount claimed for "Other Unpaid Fees". TCTM claims $357,530.02 for "Other Unpaid Fees" on its Proof of Claim. After review of additional documentation and information provided by Fifth Third Bank concerning this amount, the Debtor asserts that at least $292,364 of that $357,530.02 was included in the "Revolver Balance" on the Proof of Claim. As such, the Debtor believes the Proof of Claim is overstated by $292,364 (the "Disputed Unpaid Other Fees"), plus a credit for an amount of interest the Debtor asserts it has been paying interest twice on that amount (the "Interest Credit"). TCTM has agreed to withdraw the disputed portion in the amount of $292,364 from its Claim.

TCTM has included on its Proof of Claim a line item of $500,000 for the "Multi-Card" program on account of its credit backup to Fifth Third Bank which administered the Multi-Card program the Debtor Fansteel used. Subsequent to the Petition Date, the Debtor Fansteel's Multi-Card program with Fifth Third Bank was terminated and the Debtor Fansteel paid all outstanding amounts then due to Fifth Third Bank. The Debtor here is further informed that upon termination of the Debtor Fansteel's use of the Multi-Card program, TCTM was released of its credit backup obligation to Fifth Third Bank and $500,000 of TCTM's security for the credit backup was released by Fifth Third Bank to TCTM. The Debtor here therefore asserts it should be entitled to a reduction or other credit from TCTM for $500,000 from its Proof of Claim ("Multi-Card Credit").

There is currently pending a motion by the Debtor Fansteel, proposing to sell its American Sintered Technologies ("AST") division, and TCTM will be receiving net sale proceeds and additional funds in connection with that sale on account of its security interests on those assets. The Debtor herein asserts that it will be entitled to a credit for the net sale proceeds and additional funds (the "AST Credit").

The Debtor is informed TCTM has and will continue to assert that its claim is subject to supplemental amounts for pre- and post-petition attorney fees and other reimbursable expenses provided for under its promissory notes and security documents. ~~The Class 2 Claim is Impaired.~~ TCTM also asserts that it is entitled to the payment of additional interest accrued pursuant to the terms of its promissory notes and loan documents given the default status of the notes. The Class 2 Claim is Impaired.

On the Effective Date, the Holder of the Class 2 Claim will be paid in full on account of its Allowed Pre-Petition Claim, in Cash, less the credits for the Disputed Unpaid Other Fees, the Interest Credit, the AST Credit and the Multi-Card Credit in the amount of $500,000.

TCTM's Allowed Secured Claim will further be adjusted pending resolution of TCTM's request for payment of professional fees under Bankruptcy Code Section 506. The Debtor will pay the full amount asserted by TCTM for professional fees into a separate escrow account until allowance and payment of TCTM's professional fees is authorized by either stipulation or Court order (the "Post-Confirmation Attorney Fee Reserve").

The Class 2 Claim shall be paid from a combination of the New Senior Secured Credit Facility, and the New Value Equity Investment Cash, in addition to the credits referenced above and the Letters of Credit ~~Credit~~. On the Effective Date, the Class 2 Claim Holder shall release all liens, claims and encumbrances on all the assets of the Fansteel, Wellman Dynamics Corporation ("WDC"), and Wellman Dynamics Machinery & Assembly Inc. ("WDMA") cases.

3. Class 3 - Allowed Secured Claim of 510 Ocean Drive Debt Acquisition, LLC

Class 3 consists of the Allowed Secured Claim of 510 Ocean Drive Debt Acquisition, LLC ("510 Ocean Drive"), which includes obligations owing both before and after the Petition Date by the Debtor to 510 Ocean Drive. The Debtor estimates that as of the Effective Date, the amount owed to 510 Ocean Drive will be approximately $6,139,713.83. The Class 3 Claim is Impaired.

On the Effective Date, $4,000,000 of the Class 3 Claim will be converted to equity in the Reorganized WDC Bankruptcy Case, and the balance of the Class 3 Claim will be secured by the assets of the Reorganized WDC bankruptcy estate and subordinate to the New Senior Secured Credit Facility, Bieber, and the interests of the Collateral Trust. The Class 3 Claim shall not receive any payments on account of the Class 3 Claim until the Allowed Claims in Classes 1-10 have been paid in full.

The Committee has informed the Debtor that the Committee disputes this Class 3 Claim.

4. Class 4 - Allowed Secured Lease Claim of Actuant Corporation

Class 4 consists of the Allowed Secured Lease Claim of Actuant Corporation ("Actuant") for the lease of commercial/industrial real estate and buildings at 1739 Commerce Road, Creston, Iowa (the "Actuant Lease"). Class 4 is Impaired.

Actuant and the Debtor entered into a Stipulation rejecting the Actuant Lease. Pursuant to the Stipulation and Consent Order at Docket Item 267, Actuant is entitled to a post-petition administrative expense claim for post-petition rent for the "Gits Building" between the Petition Date and the date the Debtor actually vacated the premises. The Debtor agreed to vacate the building by no later than November 15, 2016. The post-petition administrative expense rent claim for October was paid within 14 days after entry of the Consent Order and the balance for September and November shall be paid in full upon Confirmation of the Plan. The Class 4 Claim Holder shall be entitled to a Lease Rejection Damages Claim in the amount of $60,085.00.

5. Class 5a - Allowed Secured Lease Claim of AIM Nationalease (Freightliner Truck)

Class 5a consists of the Allowed Secured Claim of AIM Nationalease ("AIM") for the lease of a 2014 Freightliner Truck (the "AIM Freightliner Lease"). The Class 5a Claim is Impaired.

The Allowed amount of the Class 5a Claim shall be assumed by the Reorganized Debtor as of the Effective Date and assigned to Embassy Powered Metals, Inc. The Debtor and Reorganized Debtor will continue to make regular payments during the period after the Petition Date and prior to the Effective Date, and after the Effective Date. Any unpaid sums due for pre- and post-petition charges and payments shall be paid in full, in cash, on or before the Effective date, unless the Class 5a Claim Holder agrees to different and/or less favorable treatment. The Class 5a Claim shall be treated in accordance with all the terms and conditions of all previously executed documents respecting the Class 5a Claim, and the legal, equitable or contractual rights to which the Class 5a Claim Holder is entitled shall not be altered, except as expressly modified herein. The estimated cure amount is $1,245.00.

6. Class 5b - Allowed Secured Lease Claim of AIM Nationalease (International Truck)

Class 5b consists of the Allowed Secured Lease Claim of AIM Nationalease ("AIM") for the lease of a 2016 International Truck (the "AIM International Lease"). The Class 5b Claim is Impaired.

The Allowed amount of the Class 5b Claim shall be assumed by the Reorganized Debtor as of the Effective Date and assigned to Embassy Powered Metals, Inc. The Debtor and Reorganized Debtor will continue to make regular payments during the period after the Petition Date and prior to the Effective Date, and after the Effective Date. Any unpaid sums due for pre- and post-petition charges and payments shall be paid in full, in cash, on or before the Effective date, unless the Class 5b Claim Holder agrees to different and/or less favorable treatment. The Class 5b Claim shall be treated in accordance with all the terms and conditions of all previously executed documents respecting the Class 5b Claim, and the legal, equitable or contractual rights

to which the Class 5b Claim Holder is entitled shall not be altered, except as expressly modified herein. The estimated cure amount is $1,122.00.

7. Class 6 - Allowed Secured Lease Claim of Fifth Third Leasing Co.

Class 6 consists of the Allowed Secured Lease Claim of Fifth Third Leasing Co. ("Fifth Third Leasing") for the lease of a 200 ton upright sizing press (the "Fifth Third Leasing Lease"). As of the filing date of this Plan, Fifth Third Leasing has not filed a proof of claim. Based on the Debtor's books and records, the lease has matured and no amounts are due and owing on account of the Class 6 Claim. The Class 6 Claim is Unimpaired.

To the extent the Class 6 Claim Holder has not retrieved its collateral, the Debtor will cooperate in surrendering the subject collateral to the Class 6 Claim Holder or its agent. The Class 6 Claim shall not receive any dividend under this plan.

8. Class 7 - Allowed Secured Lease Claim of McAllen Foreign – Trade Zone

Class 7 consists of the Allowed Secured Real Estate Lease Claim of McAllen Foreign Trade Zone ("McAllen") for the lease of Warehouse Building "N" located at 3600 Formosa, McAllen, TX (the "McAllen Lease"). The Class 7 Claim is Impaired.

The McAllen Lease shall be assumed by the Reorganized Debtor as of the Effective Date. The Debtor and Reorganized Debtor will continue to make regular payments during the period after the Petition Date and prior to the Effective Date, and after the Effective Date. Any unpaid sums due for pre- and post-petition charges and payments shall be paid in full, in Cash, on or before the Effective Date, unless the Class 7 Claim Holder agrees to different and/or less favorable treatment. The Class 7 Claim shall be treated in accordance with all the terms and conditions of all previously executed documents respecting the Class 7 Claim, and the legal, equitable or contractual rights to which the Class 7 Claim Holder is entitled shall not be altered, except as expressly modified herein. The estimated cure amount is $2,650.00.

9. Class 8 - Allowed Secured Lease Claim of Xerox Corporation

Class 8 consists of the Allowed Secured Claim of Xerox Corporation ("Xerox") for the lease of a Kyocera KM-3035 (the "Xerox Lease"). The Class 8 Claim is Impaired.

The Xerox Lease shall be assumed by the Reorganized Debtor as of the Effective Date and assigned to Embassy Powered Metals, Inc. The Debtor and Reorganized Debtor will continue to make regular payments during the period after the Petition Date and prior to the Effective Date, and after the Effective Date. Any unpaid sums due for pre- and post-petition charges and payments shall be paid in full, in Cash, on or before the Effective Date, unless the Class 8 Claim Holder agrees to different and/or less favorable treatment. The Class 8 Claim shall be treated in accordance with all the terms and conditions of all previously executed documents respecting the Class 8 Claim, and the legal, equitable or contractual rights to which the Class 8 Claim Holder is entitled shall not be altered, except as expressly modified herein.

10. Class 9 - Allowed Unsecured Administrative Convenience Class Claims

Class 9 is an Administrative Convenience Class pursuant to Bankruptcy Code Section 1122(b). Class 9 consists of each Unsecured Claim against the Debtor that is not otherwise entitled to priority, that is not otherwise classified in this Plan, and that meets either of the following two requirements: (i) the Holder of such Claim asserts Unsecured Claims in the aggregate against the Debtor of $7,500.00 or less; or (ii) if the Unsecured Claims of a Creditor exceed $7,500.00, the Holder of such Claims irrevocably elects to limit the total of all Unsecured Claims held by such Holder against the Debtor to no more than $7,500.00. The Debtor believes that as of the Petition Date, there are approximately One Hundred Sixty Two (162) Class 9 Claims totaling approximately $290,845.00 (without regard to any Holders of Class 10 Claims that may elect Class 9 treatment). Class 9 is Impaired.

Except to the extent that a Holder of a particular Class 9 Claim agrees to different and/or less favorable treatment of its Claim, each Holder of an Allowed Class 9 Claim shall receive, in exchange for and in full satisfaction of such Claim, a Cash payment equal to 75% of the Allowed amount of such Claim, without interest, within Thirty (30) days of the Effective Date. Any Creditor asserting Unsecured Claims totaling more than $7,500.00 in amount that wishes to elect Class 4 treatment of its Unsecured Claim must make such election on the ballot accompanying this Plan.

11. Class 10 - Allowed General Unsecured Claims

Class 10 consists of all Allowed General Unsecured Claims that are: (i) against the Debtor and not otherwise entitled to priority; (ii) are not held by an insider of the Debtor, as that term is defined in the Bankruptcy Code, and (iii) not otherwise classified above. ~~The Creditors whose Claims are included in Class 10 are primarily trade Creditors who continue to do business with the Debtor, and whose Claims amount to less than the dollar volume (on a yearly basis) of their ongoing business with the Debtor.~~ There are approximately Sixty Six (66) Claims in Class 10, and the total amount of such Claims is approximately $4,063,181. Class 10 is Impaired.

Each holder of a Class 10 Claim shall receive, in exchange for and in full satisfaction of such Claim, a dividend, in Cash, in deferred quarterly payments, with the first payment being on the Effective Date, and subsequent payments within Ninety (90) days thereafter, for a period not to exceed Five (5) years from and after the Effective Date. The quarterly dividend shall be divided Pro-Rata among all Class 10 Claim Holders based on the amount of their respective Allowed General Unsecured Claims. The Debtor estimates that the minimum total amount of such dividends to be paid on all Allowed Class 10 Claims shall be equal to 100% of such Claims, plus interest at 3.0% per annum, as and from the Effective Date. The Class 10 Claims will be paid through the Debtor Fansteel's Bankruptcy Estate and not by the WDC Bankruptcy Estate or the WDMA Bankruptcy Estate.

~~Holders of Allowed Class 10 Claims may elect to receive Thirty Percent (30%) of their Allowed Claim paid in Cash on the Effective Date in complete satisfaction of their Allowed Claim.~~It is estimated that the unsecured creditors will receive full repayment from the Collateral Trust. Class 10 Claim Holders may elect one of two options. For the first option, the Class 10 Claim Holders may elect to receive one hundred percent (100%) of their Allowed Claim within

five (5) years plus annual amortized interest of 3% as follows: (a) the first four (4) quarters (Quarters 1-4) shall receive a payment of interest only and the first payment shall be made within thirty (30) days from the Effective Date; (b) the next fifteen (15) quarters (Quarters 5-19) shall receive a payment of principal and interest and payment shall be made in advance within ten (10) days from the first day of each quarterly payment; and (c) the one final payment (Quarter 20) of accrued interest and principal is due as a full settlement no later than the end of the final amortization day. Attached hereto as Exhibit "A" is a detailed amortization schedule in support of this first option. These payments are discretionary in only one instance – the New Senior Secured Credit Facility may require a minimum EBITDA in excess of fixed charge obligations. The Debtor anticipates a minimum of 1.1 ratio, which means that the Debtor needs 10% more cash flow than what it is obligated to pay to the bank, before the Debtor can make other debt payments. The Debtor's projections indicate that it will always exceed the minimum fixed charge coverage ratio and therefore the Debtor anticipates payments will not need to be discretionary and will be made as scheduled.

The second option for Holders of Class 10 Claims is to elect to receive thirty percent (30%) of their Allowed Claim paid in full on the Effective Date in complete satisfaction of their Allowed Claim. If Holders of Allowed Class 10 Claims wish to elect to receive payment of Thirty Percent (30%) of their Claim in full satisfaction of said Claim, they must clearly select such option on their Ballot and timely submit same by the Ballot Deadline.

Pursuant to Bankruptcy Code § 1111(a), a Proof of Claim is deemed filed under Bankruptcy Code § 501 for any Claim that appears in the Debtor's schedules, except for Claims that the Debtor specifically scheduled as disputed, contingent and/or unliquidated. In the case where the Debtor duly scheduled Claims as either disputed, contingent and/or unliquidated, and no Proof of Claim was timely filed by such Claim holder, such scheduled debt shall not be deemed a Claim, and shall not participate in this Plan or receive any dividend on account of such scheduled debt under Class 10 treatment.

The Reorganized Debtor shall be entitled and authorized to immediately pre-pay all the Class 10 Claim Holders in an amount equal to 100% of their respective Allowed Class 10 Claims, with interest, at the Debtor's sole discretion, and any such pre-payment shall be in full and complete satisfaction of its obligations under the Plan, and be a discharge of its obligations to pay any further dividend to Allowed Class 10 Claim holders.

All Allowed Class 10 Claims shall be deemed assigned to the Collateral Trust; in exchange, each Holder of an Allowed Class 10 Claim shall receive a Pro Rata beneficiary's interest in the Collateral Trust, such Pro Rata interest to be based on the Allowed amount of each Class 10 Claim. The payment obligation on account of the Class 10 Claims shall be evidenced by the Class 10 Promissory Note payable to the Collateral Trust and executed by the Reorganized Debtor, who shall be liable for payment of the Class 10 Promissory Note.

The initial principal amount of the Class 10 Promissory Note shall be equal to ~~(i)~~ the total of all Class 10 Claims against the Debtor, except such Class 10 Claims as have been disallowed or otherwise fixed in a lesser amount by a Final Order of the Bankruptcy Court entered before the Effective Date~~, or (ii) such lesser amount as the Bankruptcy Court may designate as a result of a proceeding to estimate Claims pursuant to Bankruptcy Code Section 502(c).~~. The principal

amount of the Class 10 Promissory Note shall be adjusted (the "Adjusted Principal Amount") to reflect (a) any Class 10 Claims that are increased, reduced, or disallowed by a Final Order of the Bankruptcy Court entered after the Effective Date, and (b) any Class 10 Claims the Holders of which elected to have their Class 10 Claims treated in accordance with Class 9 Claims. Likewise, the principal balance of the Class 10 Promissory Note shall be adjusted to reflect principal payments made pursuant to this Plan.

The Class 10 Promissory Note shall provide for interest at the rate of three percent (3.0%) per annum, and shall be paid in quarterly installments (the "Class 10 Quarterly Payments") as follows: (i) the first quarterly payment due date shall be made on the Effective Date, and (ii) each successive quarterly payment due date shall be exactly three months after the immediately preceding payment due date (each, a "Class 10 Quarterly Payment Date").

To the extent any Class 10 Quarterly Payment Date falls on a day that is not a Business Day, the payment to be made on such date shall be made on the next Business Day. The Class 10 Promissory Note may be prepaid without penalty. The Reorganized Debtor shall receive credit for any payments that are excess payments due to adjustments in the principal amount of the Class 10 Promissory Note, with any such credits being applied against the next due Class 10 Quarterly Payment.

The Reorganized Debtor shall satisfy its payment obligations under the Class 10 Promissory Note by making payments directly to holders of Allowed Class 10 Claims, each Claimant to receive a Pro Rata portion of the payment then due under the Class 10 Promissory Note based on the amount of such Claimant's Allowed Claim.

The Reorganized Debtor shall create a Contested Claims Reserve consisting of one hundred percent (100%) of the principal amount of (i) any Class 10 Claims that are, as of the Effective Date, Contested Claims; and (ii) Claims that become Contested Claims by the filing of an objection to such Claims. If a Contested Class 10 Claim becomes Allowed, the Holder of such Class 10 Claim shall be entitled to catch-up distributions from the Contested Claims Reserve beginning on the next Class 10 Quarterly Payment Date; provided, however, that if the Contested Class 10 Claim becomes Allowed after all Class 10 Quarterly Payments have been made, the Holder of such Class 10 Claim shall be entitled to a single catch-up distribution within ten (10) days of entry of a Final Order allowing the Class 10 Claim~~.~~ to be paid in full. If a Contested Class 10 Claim is disallowed (in part or in whole), an amount of the Contested Claims Reserve equal to the disallowed amount shall be released to the Reorganized Debtor.

~~To the extent that the principal amount of the Class 10 Promissory Note and the Contested Claim Reserve are insufficient to pay all Allowed Class 10 Claims, the Reorganized Debtor shall continue to be responsible for paying all Allowed Class 10 Claims.~~

To secure the Reorganized Debtor's obligations under the Class 10 Promissory Note, the Reorganized Debtor shall grant the Collateral Trust Security Interest to the Collateral Trust. The Collateral Trust Security Interest shall be a first priority security interest subordinate only to (a) the security interest held by the New Senior Secured Credit Facility lender; and (b) any purchase-money security interests in leased tangible personal property assets.

The Collateral Trust Security Interest is valid, perfected, enforceable and effective as of the Effective Date, in all of the Debtor's assets and interests except real estate, without any further action by the Collateral Trust and/or the Collateral Trustee and without the necessity of the execution, filing or recordation of any financing statements, security agreements or other documents. Notwithstanding the foregoing, the Collateral Trust and/or the Collateral Trustee shall be authorized, but not required, to file or record financing statements, trademark filings, notices of lien or similar instruments in any jurisdiction, or take any other action in order to validate and perfect such liens and security interests. The Collateral Trust Security Interest shall continue and remain perfected in any collateral that is the subject of any unauthorized transfer of property by the Debtor and/or Reorganized Debtor.

The Collateral Trust shall execute documentation reasonably necessary to effectuate any subordination of security interests authorized by this Plan, the Subordination Agreement, or ordered by the Bankruptcy Court.

An event of default shall occur if the Reorganized Debtor (a) fails to make any regular payment under the Class 10 Promissory Note when such payment is due; (b) fails to remit the proceeds of any of the Collateral Trust's collateral as required by this Plan and as set forth in the Collateral Trust Agreement and the Class 10 Promissory Note; (c) subordinates the Collateral Trust Security Interest in an amount exceeding $40,000,000 without the express written consent of the Collateral Trustee; or (d) sells, disposes of or otherwise compromises the collateral securing the Collateral Trust Security Interest outside the ordinary course of business without the express written consent of the Collateral Trustee. The Collateral Trustee is permitted, in his sole discretion, and subject to any restrictions in the Collateral Trust Agreement, to exercise default remedies in the event one of the above defaults is committed, pursuant to this Plan, the Collateral Trust Agreement or the Class 10 Promissory Note.

12. Class 11 - Unsecured Claim of ~~the~~ FMRI ~~Decommissioning Trust~~, NRC, and ODEQ

Class 11 consists of Debtor's obligation to decommission and remediate a former operations site in Muskogee, Oklahoma, which is contaminated with radiological materials and hazardous chemicals. ~~The site is owned by one of Debtor's wholly owned subsidiaries, FMRI.~~The 2003 Chapter 11 Plan provided for transfer of the Muskogee Site to FMRI, a wholly owned subsidiary of the Debtor. The Debtor just recently discovered an error defect in the Special Warranty Deed transferring the Site to FMRI. As a result, 79.38 acres of the Site is currently titled in the Debtor's name and 10.36 acres of the Site is titled in the name of FMRI. FMRI was created as part of Debtor's earlier 2003 Chapter 11 case, and FMRI holds Nuclear Regulatory Commission ("NRC") license SMB-911, which was originally issued to Fansteel. The license, issued pursuant to the Atomic Energy Act and NRC regulations, requires FMRI to decommission and remediate the site according to an NRC-approved decommissioning plan. The obligation to comply with the NRC license continues to exist.

As part of the 2003 Chapter 11 reorganization, Fansteel agreed through three promissory notes to fund the decommissioning and remediation of the FMRI site. A balloon payment of approximately $17,300,000 was due by December 31, 2013, but was not made. Fansteel currently owes $16,~~711,207~~509,657 on the primary note and $3,636,000 on the secondary note.

The third note is a contingent note that covers any costs above those amounts needed to remediate soils and groundwater.

In addition, a Decommissioning Trust was established. The 2003 Reorganization Plan required Fansteel to pay certain insurance proceeds to the Decommissioning Trust. In November 2010, Fansteel received an insurance settlement involving environmental claims related to the Muskogee Site in the amount of $1,238,680. These funds should have been deposited into the Decommissioning Trust but were instead used for the operation of Fansteel. Accordingly, Debtor continues to be liable to the Decommissioning Trust for $1,238,680.

In its Proof of Claim, the NRC asserts that the Debtor and any reorganized Debtor is liable to comply with mandatory injunctive requirements related to work and financial assurance obligations imposed under the Atomic Energy Act, applicable NRC regulations and the conditions of NRC license SMB-911 because such obligations are not claims under 11 U.S.C. §101(5). In the alternative, NRC's Proof of Claim asserts that the NRC holds a general unsecured claim as a third party beneficiary to the amounts owed by Fansteel to FMRI under the FMRI Primary Note, Secondary Note, Contingent Note, and the right to certain insurance proceeds required to be used to decommission and remediate the Muskogee Site. (Claim 76-1 Part 2).

FMRI also is subject to Oklahoma jurisdiction to remediate chemical contamination that includes ~~a separate TCE plume that has migrated off-site,~~chlorinated solvent as well as ~~the~~ commingled radiological and hazardous chemical contamination in soil and groundwater.~~–~~ In its Proof of Claim, ODEQ asserts that the Debtor and any reorganized Debtor is liable to comply with mandatory injunctive requirements related to work obligations imposed under Title 27A Oklahoma ~~jurisdiction applies even where radiological contamination is below levels required by the NRC License.~~ Statutes § 2-1-101 *et seq.*, because such obligations are not claims under 11 U.S.C. §101(5). In the alternative, ODEQ's Proof of Claim asserts that the ODEQ holds a general unsecured claim as a third party beneficiary to the amounts owed by Fansteel to FMRI under the FMRI Primary Note, Secondary Note, Contingent Note, and the right to certain insurance proceeds required to be used to decommission and remediate the Muskogee Site.

FMRI carries out health and safety activities necessary to ensure the security of the ~~site~~Site and to prevent migration or release of radiological or chemical contamination from the site. FMRI operates a groundwater collection interceptor trench around the down gradient perimeter of the site to capture and treat contaminated shallow groundwater migrating toward the Arkansas River, and a treatment system to treat it. In addition, FMRI discharges treated wastewater to the Arkansas River by authority of OPDES Permit OK0001643. Regular monitoring, reporting and maintenance is required to comply with the permit.~~-~~

The Debtor commits to continuing to decommission and remediate the Muskogee, Oklahoma site, in accordance with ~~a~~NRC licensing requirements and a revised decommissioning plan ~~&~~and protocol approved by those parties interested in decommissioning and remediation of the Muskogee, Oklahoma site, in exchange for complete satisfaction of the pre-petition Class 11 Claim. ~~The Debtor estimates that its immediate commitment will require monthly payments to~~

~~the Decommissioning Trust in the amount of $40,000.00; the same amount it has been paying post-petition.~~

The Debtor estimates that its immediate commitment will require monthly payments to the FMRI for health and safety expenses. In addition, Debtor will continue with the removal of the Work-In Progress on a schedule agreed to by the NRC and Debtor that will be partially funded by the Decommissioning Trust.

Finally, Debtor proposes a revised decommissioning plan and protocol which is anticipated to include three stages. The first stage involves preparing all of the required plans, including summarizing existing data, submitting them to the NRC and the ODEQ modifying the plans and obtaining approval from both the NRC and ODEQ. This first stage is anticipated to take approximately 12-18 months..

The second stage involves preparing a work plan for collecting additional data, and upon approval of the work plan by NRC and ODEQ collecting the necessary data from the field. Collection of the data, including soil, groundwater, radiological scans, etc., is anticipated to take approximately one year to complete once the NRC and OKDEQ has approved the work plan, which includes submission of the final report to the NRC and ODEQ.

The third stage involves developing remedial alternatives for radiological and non-radiological contamination and selection of a preferred remedy for both to be approved by both NRC and ODEQ.

This revised decommissioning plan and protocol assumes typical turnaround time, but does not include NRC or ODEQ costs to review. All three stages are anticipated to be completed by 2022.

13. Class 12 – Allowed Claims Filed by the Pension Benefit Guaranty Corporation Relating to the Wellman Dynamics Corporation Salaried Employees Retirement Plan

Class 12 consists of the Allowed Claims filed by the Pension Benefit Guaranty Corporation ("PBGC") relating to the Wellman Dynamics Corporation Salaried Employees Retirement Plan.

WDC sponsors and maintains a defined benefit pension plan known as the Wellman Dynamics Corporation Salaried Employees' Retirement Plan (the "Pension Plan"). The Pension Plan is covered by Title IV of the Employee Retirement Income Security Act of 1974, as amended 29 U.S.C. §§ 1301-1461 (2012, Supp. II 2014) ("ERISA").

The PBGC is the wholly-owned United States government corporation and agency of the United States created under Title IV of ERISA to administer the federal pension insurance programs and enforce compliance with the provisions of Title IV. PBGC guarantees the payment of certain pension benefits upon termination of a pension plan covered by Title IV.

WDC and all members of its controlled group are obligated to pay the contributions necessary to satisfy the minimum funding standards under sections 412 and 430 of the Internal

Revenue Code ("IRC") and sections 302 and 303 of ERISA. 26 U.S.C. § 412(c)(11), 29 U.S.C. § 1082(c)(11).

The Pension Plan may be terminated only if the statutory requirements of either ERISA section 4041, 29 U.S.C. § 1341 or ERISA section 4042, 29 U.S.C. § 1342, are met. In the event of a termination of the Pension Plan, WDC and all members of its controlled group are jointly and severally liable for the unfunded benefit liabilities of the Pension Plan. *See* 29 U.S.C. § 1362(a). WDC and all members of its controlled group are also jointly and severally liable to PBGC for all unpaid premium obligations owed by WDC on account of the Pension Plan. *See* 29 U.S.C. § 1307.

Class 12 is partially secured by a 2009 mortgage on certain assets of Intercast.

The Debtors have decided to continue and maintain the Pension Plan. They will fund the Pension Plan in accordance with the minimum funding standards under the Internal Revenue Code and ERISA, pay all required PBGC insurance premiums, and continue to administer and operate the Pension Plan in accordance with the terms of the Pension Plan and provisions of ERISA. ~~If~~Since the Pension Plan ~~remains~~will remain ongoing when the Debtors' reorganization plan becomes effective, the ~~Debtors anticipate the claims (or portions thereof)~~PBGC's contingent ~~on Pension Plan termination that were filed by PBGC~~Proof of Claim No. 66 in the ~~Debtors' bankruptcy cases~~amount of $5,538,828.00 will be deemed withdrawn ~~or rendered moot.~~.

The Class 12 Claim is Impaired.

No provision contained herein, the Plan of Reorganization, the Order Confirming the Plan of Reorganization, or section 1141 of the Bankruptcy Code, shall be construed as discharging, releasing or relieving any party, in any capacity, from any liability with respect to the Pension Plan under any law, government policy or regulatory provision. PBGC and the Pension Plan shall not be enjoined or precluded from enforcing such liability or responsibility against any party as a result of any of provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan of Reorganization, Confirmation Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases.

The Class 12 Claims will be treated and paid through the WDC Plan of Reorganization. Should WDC fail to make any of the WDC Class 14 Claim payments, ~~WMDA~~WDMA and, or, Fansteel shall pay the balance owed.

14. Class 13 - General Unsecured Claim of Wellman Dynamics Corporation

Class 13 consists of the General Unsecured Claim of Wellman Dynamics Corporation against the Debtor. The Debtor owes WDC approximately $32,106,036 in inter-company debt. The Class 13 Claim is Impaired.

The Class 13 Claim shall be satisfied in full by conversion of the Class 13 Claim debt into the equity interests to be given to WDC, resulting in WDC becoming the 100% owner of all the Equity Interest in Fansteel after the Effective Date. The Debtor Fansteel shall become a wholly-owned subsidiary of WDC after the Effective Date.

15. Class 14 - Subordinated Unsecured Claims of Insiders

Class 14 consists of all Allowed Subordinated Unsecured Claims held by an Insider of the Debtor against the Debtor. The Debtor believes IP 3 North America, LLC, Leonard Levie, and Black Advisors are Insiders of the Debtor. Class 14 Claims are Impaired.

The Holders of Class 14 Claims shall receive nothing under the Plan, unless the Debtor provides a 100% dividend to all Holders of Allowed Claims in Classes 1 through 13 inclusive. Notwithstanding the foregoing payment provisions, in the event (1) the Debtor pays a 100% dividend plus interest to all Class 10 Claim holders; and (2) the Debtor has the ability to pay a Dividend to the Holders of Allowed Class 14 Claims, such Dividend shall be subordinated to the Allowed Claims of Classes 1 through 13 under the Plan, such that no payment shall be made on account of any Allowed Class 14 Claim unless and until: (1) the Allowed Claims of Class 10 have been paid in full; and (2) the Debtor is current with respect to its payment obligations to holders of Allowed Claims in Classes 1 through 13.

Subordination of Insider Claims is not required under the Bankruptcy Code; however, the Plan's subordination of such Claims reflects the Debtor's belief that the Claims of other Creditors of the Debtor generally should be paid before the Debtor pays Insiders.

16. Class 15 – Equity Interests

Class 15 consists of the equity interests in the corporate Debtor represented by all of the issued and outstanding shares in the Debtor, as of the Petition Date. The majority of shares of the corporate Debtor are owned by 510 Ocean Drive and Leonard Levie. Class 15 is Impaired. The Class 15 Equity Interests shall be cancelled on the Effective Date. The 100% of Equity Interests in the Reorganized Debtor Fansteel will be held and owned by WDC.

17. Reservation of Rights on Classification Disputes

In the event any Creditor challenges its classification under the Plan, the Debtor reserves the right to seek Court determination of the appropriate classification. Such determination shall not be a condition precedent to confirmation of the Plan and may be effected through the Claims Objection process. Should the Creditor prevail in its classification challenge, such Creditor shall be treated under the Plan as if such Creditor were classified as so determined. In addition, the classification of Claims in specific classes is not an admission of the ultimate validity, enforceability, perfection, or liability of such Claims and the Debtor expressly reserve all rights with respect to any objections to or other litigation on such Claims.

V. SUMMARY OF THE MEANS FOR EFFECTUATING THE PLAN

A. General Overview

After confirmation of the Debtor's Plan, the Reorganized Debtor will continue the same general business activities the Debtor was engaged in both pre- and post-petition, primarily that of operation of an investment casting foundry producing castings primarily for the energy, automotive and other similar markets, with the Reorganized Debtor maintaining its existing business form. The Reorganized Debtor will remain current on all of its post-Confirmation Date

obligations while using profits, retained earnings, liquid estate property, and the proceeds from business operations to treat and retire Creditors' Claims as described above and as they may arise in the future.

The principal vehicle for implementation of the Plan shall be retirement of the TCTM Credit Facility, with it being replaced by the New Senior Secured Credit Facility, secured by the assets of Fansteel, WDC and WDMA. Additionally, the Debtor's exit financing strategy will include New Value Equity Investment Cash for the benefit of all three bankruptcy estates.

Any Unclassified Claims or Classified Claims that are not Allowed as of the Effective Date, but become Allowed Claims pursuant to a Final Order after the Effective Date, shall be promptly paid after the Effective Date and after they have become Allowed Claims by Final Order of the Court as set forth in this Plan.

B. Fansteel Debt Converted to Equity in Wellman Dynamics

Fansteel's inter-company debt of $32,106,036 owed to WDC shall be converted into WDC's 100% equity ownership of Fansteel. All prior equity interests in Fansteel shall be cancelled on the Effective Date.

C. Fansteel Debt to 510 Ocean Drive Converted to Equity in Wellman Dynamics

$4,000,000 of the Class 3 Claim of 510 Ocean Drive shall be converted into a corresponding amount of Equity in Reorganized WDC. The remaining debt of Fansteel owed to the Class 3 Claim Holder shall be subordinated.

D. New Senior Secured Credit Facility

The Debtor shall receive a corresponding share of the New Senior Secured Credit Facility to facilitate meeting its payment obligations under the Plan on the Effective Date. The Debtors have identified The Huntington National Bank ("Huntington Bank") to provide its New Senior Secured Credit Facility. Huntington Bank will provide the Debtors with $30,000,000 in exit financing and for working capital and other general corporate purposes including letters of credit on or before the Effective Date. Attached hereto as Exhibit "AB" and incorporated by reference herein is the February 1523, 2017 ABL Proposed StructureProposal Letter from Huntington Bank (the "Proposal Letter") and Preliminary Term Sheet Digest (the "Term Sheet"). The Debtor maintains that the Proposal Letter and Term Sheet reflectsreflect a bona fide offer already approved by Huntington Bank's loan committee and the Term Sheet will be memorialized in a commitment letter the weekincludes the signature of February 20, 2017 which will include signatures of the Debtor and bank representatives and Mr. Larry Swinney, Huntington Bank's Senior Vice President. The Proposal Letter contemplates payment by the Debtors of an initial payment deposit of $60,000.00 to beginconduct a credit and due diligence. investigation of the Debtors. The Debtors will provide such initial deposit upon execution of the Proposal Letter, but no later than March 3, 2017, as contemplated by the Proposal Letter. The Debtors anticipate that a fully-executed commitment letter from Huntington Bank will be provided prior to the Confirmation Date.

The Term Sheet requires, in addition to the New Value Equity Investment Cash from 510 Ocean Drive, an additional $5 million infusion of cash collateral to secure the New Senior Secured Credit Facility. The Debtor anticipates that this additional $5 million of cash collateral will be provided by 510 Ocean Drive. The Term Sheet further includes a provision for Huntington Bank to recapture 25% of the Debtors' excess cash flow to pay down the real estate loans.

The Term Sheet also incorporates the following fees:

1) Letter of Credit Fees equivalent to the revolving credit interest rate for LIBOR Rate loans plus Huntington Bank's issuance fees;

2) Upfront Fees equal to 1% of the aggregate proposed credit facility, which will be due and payable at closing, unless Huntington Bank issues a commitment letter prior to closing, in which case, 50% of the Upfront Fees will be due upon the issuance of the commitment letter with the remainder due at closing;

3) Unused Facility Fee accruing on the revolving credit facility at .375% per annum on the daily average unused portion of the revolving credit facility, payable monthly in arrears and on the maturity date;

4) Collateral Management and Collateral Evaluation Fee equal to $9,750 per calendar month; and

5) Prepayment Fee of 3% of the aggregate commitment if prepaid within one year from the closing date; 1.5% of the aggregate commitment if prepaid in year two and .75% in year three and 0% thereafter; there is no Prepayment Fee if the Debtors refinance during this period with Huntington Bank.

E. New Value Equity Investment Cash

The Debtor shall receive a corresponding share of the New Value Equity Investment Cash to facilitate meeting its payment obligations under the Plan on the Effective Date.
~~510 Ocean Drive has committed to providing the~~
510 Ocean Drive has executed an Acknowledgment and Agreement to provide the New Value Equity Investment Cash. The Acknowledgment and Agreement provides an acknowledgment by 510 Ocean Drive of its intent and ability to materially support the Plan, including the Bankruptcy Rule 3020(a) Plan provision for a Special Deposit Account prior to confirmation. It further provides that 510 Ocean Drive consents to provide the New Value Equity Investment Cash in an amount no less than $7 million, subject to Huntington Bank's issued commitment to loan the Debtor $30 million, and an absence of material adverse change in the finances and business of the Debtor in the 30 days preceding the funding date.

~~New Value Equity Investment Cash.~~ 510 Ocean Drive is an entity in which Leonard Levie ("Levie") and Brian Cassady used to purchase a debt obligation from the PBGC from the Debtors' first bankruptcy in 2003. The PBGC had a lien against all of the property, plant, and equipment of Intercast. The debt note had a face value that was in excess of the property, plant,

and equipment at Intercast. When the debt note that was purchased by 510 Ocean Drive became due, Fansteel was unable to pay it. As forbearance for the owners of the note not foreclosing the debt on Intercast, 510 Ocean Drive asked for improved security and at that time, a lien was placed against the property in Creston, Iowa~~. Because~~ recorded on April 7, 2014. On September 8, 2015, 510 Ocean Drive subordinated its security interest in all assets of all three Debtors to Fifth Third Bank ~~did not perfect its lien~~including a collateral assignment of 510 Ocean Drive's mortgage interest on the Creston property~~, 510 Ocean Drive became the first and senior secured lien holder on the Creston property.~~ recorded on September 21, 2015. Shortly after 510 Ocean Drive perfected its lien on the Creston property, William ~~Beiber~~Bieber domesticated his lien interest on the Creston property. WDC granted to Fifth Third Bank a mortgage on the Creston property on September 8, 2015, that was recorded on September 21, 2015, the same day as the recording of the subordination agreement and the collateral assignment of mortgage executed by 510 Ocean Drive in favor of Fifth Third Bank. On September 1, 2016, Fifth Third Bank assigned all of its security interests in and ~~became the second secured lien holder on~~liens on the assets of the Debtors, including the Creston property, ~~followed by Fifth Third Bank's interest~~to TCTM.

The Debtors maintain that 510 Ocean Drive is a secured creditor of the Debtors, holding a secured claim in the amount of $6,153,485.23 as of September 13, 2016, with interest accruing at the rate of 8% per annum~~. The~~; and that the debt obligation owed by the Debtors to 510 Ocean Drive is secured by personal property of all three Debtors and a mortgage on certain real estate owned by WDC in Creston, Iowa~~.~~, subject to the subordination in favor of Fifth Third Bank, now TCTM, described in the paragraph above. The Committee disputes these assertions by the Debtors.

The Plan provides for $4,000,000 of 510 Ocean Drive's secured claim to be cancelled and converted into equity in Reorganized Debtor WDC. WDC will hold the equity in Reorganized Debtor Fansteel. The remaining portion of 510 Ocean Drive's secured claim, in the approximate amount of $2,139,713.83, will continue accruing interest at 8% and will be subordinated to the New Senior Secured Credit Facility, Bieber, and the interests of the Collateral Trust and no payments will be made until all of the other Classes are satisfied. Further, Levie's equity interest in Fansteel will be cancelled as of the Effective Date without any payment. The equity of Fansteel is currently owned by Levie, personally and through various trusts by Levie, holding a super-majority. The remaining equity of Fansteel is currently owned by Brian Cassady and unidentified shareholders totaling less than 8% of the total shares outstanding. Attached as Exhibit "~~B~~C" is a list detailing the current shareholders of Fansteel.

In partial consideration of 510 Ocean Drive's ~~commitment~~agreement to provide no less than $7,000,000 in ~~new cash~~New Value Equity Investment Cash to the Reorganized Debtors and agreement to cancellation and subordination of its secured claim and cancellation of its existing equity interests, the Plan provides for a transfer to 510 Ocean Drive of all of the Debtors' rights and interests in certain causes of action against TerraMar Capital and its officers, directors and affiliates related to or in connection with the Non-Disclosure Agreement executed by Fansteel and TerraMar Capital pre-petition, as described in Section "O" below. This assignment of the causes of action against TerraMar to 510 Ocean Drive is beneficial to 510 Ocean Drive as it believes that its members have been harmed by TerraMar~~ and Josh Phillips.~~. TCTM's position

is that neither the Debtors, nor their successors and assigns, are entitled to bring any such causes of action against TerraMar Capital and its officers, directors and affiliates, including TCTM, by virtue of the proposed Order After Hearing Approving Debtor's First Amended Motion for Order Authorizing Final Use of Cash Collateral and Providing Post-Petition Liens (Docket Item No. 238) and the Court's Order dated November 4, 2016 (Docket Item No. 251). The Debtor disagrees with TCTM's position and has filed a Motion for Clarification as to Paragraph 19 of the Cash Collateral Order or in the Alternative Reformation of Paragraph 19 in the Fansteel Bankruptcy Case (Docket No. 609).

~~On~~

Prior to the ~~Effective~~Confirmation Date, 510 Ocean Drive shall deposit the New Value Equity Investment Cash ~~with~~into a Special Deposit Account pursuant to the ~~Reorganized Debtor WDC~~Bankruptcy Rule 3020(a) Plan provision to enable all three Reorganized Debtors to make those Distributions required under each respective Plan. ~~The Cash deposited shall be kept in a special account established for the exclusive purpose of making those Distributions required under all three respective Plans.~~

After the organizational restructuring, 510 Ocean Drive will be the majority shareholder of Reorganized Debtor WDC and Levie will be the majority member of 510 Ocean Drive.

Attached as Exhibit "~~C~~D" is a copy of the 510 Ocean Drive ~~commitment letter~~Acknowledgment and Agreement.

~~E.~~F. Satisfaction of Class 2 TCTM Allowed Secured Claim

The TCTM Allowed Secured Claim shall be paid in full on the Effective Date, pursuant to the treatment provided for Class 2 under the Plan. Upon satisfaction of the TCTM Allowed Secured Claim pursuant to the treatment accorded such Class 2 Claim, all of TCTM's liens, claims and encumbrances shall be released and satisfied.

~~F.~~G. Reorganization of the Debtor's Business Operations

The Debtor has made and is making changes to its business operations that have resulted and will result in substantially more efficient business operations and lower overhead costs. Such changes have caused and will cause reductions in operating expenses, and the Debtor believes that such changes will increase cash flow in the long term. The business projections accompanying the Disclosure Statement and/or this Plan are based on the Debtor's reorganized business operations and further detail the Reorganized Debtor's means for implementation of the Plan.

As discussed in Section "B" above, Fansteel will become a subsidiary of WDC upon the conversion of its inter-company debt owed to WDC into equity. A reasoned analysis of the cause of the company's bankruptcy in 2003 and the current bankruptcy case is that the company performance was not sufficient to meet the financial and funding obligations of FMRI. ~~As such~~With Fansteel as the parent company, it previously relied upon its subsidiaries, including WDC, if it had insufficient funds to meet its costs of operation or to meet its obligations to FMRI, which is why there is inter-company debt owed by Fansteel to WDC.

To prevent this risk of Fansteel obtaining money from its subsidiaries to meet its obligations, the Debtors are reorganizing the business organizational structure with a debt to equity conversion of inter-company debt owed by Fansteel to WDC and moving WDC to the top of the organizational structure, with WDC as the consolidating parent entity. FMRI will ~~become the~~remain a wholly-owned subsidiary of Fansteel and FMRI funding will be provided from a subset of Fansteel EBITDA~~.~~ and not from WDC. With this structure, future WDC earnings will not ~~be required or compelled to~~ leave WDC for the benefit of subsidiary entities relative to FMRI and the continuing environmental cleanup costs to Fansteel.

~~With WDC as the consolidating entity, it has no obligation to fund its subsidiaries. If it did fund its subsidiaries, though, the organizational structure provides that WDC would fund Fansteel and then Fansteel would fund FMRI.~~ As such, this distances FMRI from where the money is being generated through WDC and limits FMRI to ~~a diet of~~payment from Fansteel's EBITDA. Therefore, there is no risk to WDC and rather a reduction of risk instead. The whole reorganization concept is being done to ~~reduce~~eliminate the risk that earnings are drawn from WDC for environmental obligations of Fansteel or otherwise at a rate that would risk another bankruptcy. The Debtors maintain that the benefit of reorganizing the business organizational structure to have WDC on top as the consolidating parent entity is that earnings can stay with WDC, which will benefit from badly needed capital investment that will improve product quality and company profitability.

The potential tax implications of this reorganized business organizational structure are explained in the Tax Analysis below.

The Plans provide for the reorganization of WDMA as part of the reorganization of the Debtors' business operations, even though WDMA has in the past had a negative cash flow. WDMA has under-performed from a lack of attention from the parent company. WDMA holds a substantial portion of TCTM collateral and the Debtors do not intend to sell WDMA until after performance has been improved, a track record of profitability has been established, and the Debtors locate a strategic buyer. Once performance has improved and a track record for profitability has been established, the Debtor believes it is reasonable to assume that a strategic buyer will pay at least the book value of the business, which is approximately $1.5 million in accounts receivable, $4.5 million in inventory, and $1 million in machinery at an orderly liquidation value. It is not feasible to sell WDMA presently as there is too much debt owed to TCTM. The Debtor believes that WDMA has the potential to be high-performing. ~~It~~The Debtor believes it does not need more capital investment, it merely needs management attention. Therefore, the Debtor intends to use the collateral in WDMA as collateral for the New Senior Secured Credit Facility loan to pay off the amount owed to TCTM.

Attached as Exhibit "~~D~~E" is an organizational chart explaining the reorganized business structure.

~~G.~~H. Collateral Trust

Prior to the Effective Date, the Class 10 Promissory Note and the Collateral Trust Agreement shall be (a) executed and delivered to the Collateral Trust, and (b) recorded or filed as deemed necessary to perfect liens. The Collateral Trustee shall have the powers set forth in

the Collateral Trust Agreement and shall hold and administer the Class 10 Promissory Note and the Collateral Trust Security Interest for the benefit of Holders of the Class 10 Claims. The Collateral Trust, through the actions of the Collateral Trustee, shall have the power to (i) execute all appropriate documents and to take legal action on behalf of the Holders of the Class 10 Claims, including actions to enforce the Reorganized Debtor's obligations under the Class 10 Promissory Note, (ii) to distribute proceeds from any liquidation of collateral on a Pro Rata basis to the Holders of the Class 10 Claims based upon the unpaid Allowed Amount of each such Holder's Claim, and (iii) exercise default remedies in accordance with the Plan and any document related to the Plan, including without limitation the Class 10 Promissory Note. The Collateral Trustee shall take actions in accordance with the Collateral Trust Agreement, and the Collateral Trust, through the actions of the Collateral Trustee, shall have the power to execute all appropriate documents and to take legal action on behalf of the Collateral Trust, including actions to enforce the Reorganized Debtor's obligations under the Class 10 Promissory Note and to distribute proceeds from any liquidation of collateral on a Pro Rata basis to Holders of Allowed Class 10 Claims based upon the unpaid Allowed Amount of each such Holders' Claims.

The Reorganized Debtor shall pay reasonable administrative costs incurred by the Collateral Trustee in taking action(s) on behalf of the Holders of the Class 10 Claims, and shall provide the Collateral Trustee with initial capital of $5,000.00 (the "Capital Reserve"). The Capital Reserve may be increased in a reasonable amount upon request by the Collateral Trustee made to the Reorganized Debtor. In the event of a dispute regarding payment of administrative costs incurred by the Collateral Trust or regarding the amount of the Capital Reserve, the dispute shall be resolved by the Bankruptcy Court after notice and a hearing.

~~It is estimated that the unsecured creditors will receive full repayment from the Collateral Trust. The payments from the Collateral Trust are based on a five-year repayment term of 100% of the debt plus 3% per annum of interest. The Debtor will furnish a detailed amortization schedule, which shows that the first four quarterly payments are interest only followed by quarterly payments based on a straight line amortization. The last payment is a balloon payment to pay the balance of principal plus interest. These payments are discretionary in only one instance – the New Senior Secured Credit Facility may require a minimum EBITDA in excess of fixed charge obligations. The Debtor anticipates a minimum of 1.2 ratio, which means that the Debtor needs 20% more cash flow than what it is obligated to pay to the bank, before the Debtor can make other debt payments. The Debtor's projections indicate that it will always exceed the minimum fixed charge coverage ratio and therefore the Debtor anticipates payments will not need to be discretionary and will be made as scheduled.~~

A copy of the proposed Collateral Trust Agreement is attached hereto as Exhibit "~~E~~F".

~~H.~~I. Compliance with Projections

The Reorganized Debtor shall operate its business in material compliance with: (i) the cash expenditures set forth in the projections attached to the Debtor's Court-approved Disclosure Statement; and/or (ii) updates to such projections, which updates shall be implemented as described below. The Reorganized Debtor shall be deemed to be in material compliance with the projections or the updates thereto so long as it neither makes nor suffers a change in its business

as presented in the projections (or in the updates thereto) so as to materially increase the risk to Class 10 Creditors hereunder.

~~I.~~J. Use of Excess Cash

Subject to the foregoing provisions of this Article, and except as otherwise provided by this Plan, any excess Cash in the possession of the Reorganized Debtor will be held in accordance with the Plan and may be used by the Reorganized Debtor in the ordinary course of its business or, in the Reorganized Debtor's discretion, may be used to pre-pay future installments to Holders of Allowed Class 10 Claims.

~~J.~~K. Prepayments

Any prepayment(s) made under this Plan to any Creditor(s) shall satisfy the obligation(s) to make such payment(s) on the date(s) such payment(s) would otherwise be due, shall constitute full performance hereunder to the extent of any such prepayment(s), and may be made without penalty unless otherwise stated herein.

~~K.~~L. Sale, Refinance or Other Disposition of Property

Subject to the Plan's provisions, the Reorganized Debtor shall be authorized to refinance its assets to pay and/or otherwise satisfy in full any and all Allowed Secured or Unsecured Claims, and to enable it to make Plan payments or to enable it to obtain sufficient capital to operate its business. Such authorization extends to, among other property of the Reorganized Debtor, property securing the Reorganized Debtor's obligations to Holders of Claims in Class 10 (subject to the limitations set forth in this Plan and in the Collateral Trust Agreement and the Class 10 Promissory Note). The Plan generally provides that if the Reorganized Debtor sells or refinances assets that secure its obligations to claimants in Classes 10 outside the ordinary course of business, without the express written consent of the Collateral Trustee, then the net proceeds from such sale or refinance will be distributed to such Claim Holders in accordance with the priority of their respective liens, and such liens thereupon shall be released, subject to those subordination provisions incorporated in the Collateral Trust Agreement. Notwithstanding the above, the Reorganized Debtor shall be authorized to borrow money and incur debt in the future with a future senior secured lender, which may provide for the subordination of the Collateral Trust Security Interests in an amount not to exceed $40,000,000.00 to the security interests of the future senior secured lender, to enable it to obtain sufficient capital to operate its business, without distributing the proceeds from such refinance to Holders of Claims in Class 10.

~~L.~~M. Assignment of Causes of Action

In partial consideration for the New Value Equity Investment Cash, to the extent the Debtor has any actual, potential, contingent, unliquidated and/or disputed claims, Causes of Action and/or Choses in Action, against any party that may be liable to the Debtor, or its parent, or any of its affiliates, related to or in connection with that certain Non-Disclosure Agreement executed by and between the Debtor, its parent, and/or any of its affiliates, with TerraMar Capital or its officers, directors, agents, employees, legal or financial advisors, accountants,

financing sources or other professionals, said claims, Causes of Action and/or Choses in Action shall be transferred and assigned to 510 Ocean Drive, as of the Effective Date.

TCTM's position is that neither the Debtors, nor their successors and assigns, are entitled to bring any such causes of action against TerraMar Capital and its officers, directors, agents, employees, legal or financial advisors, accountants, financing sources or other professionals and affiliates, including TCTM, by virtue of the proposed Order After Hearing Approving Debtor's First Amended Motion for Order Authorizing Final Use of Cash Collateral and Providing Post-Petition Liens (Docket Item No. 238) and the Court's Order dated November 4, 2016 (Docket Item No. 251). The Debtor disagrees with TCTM's position and has filed a Motion for Clarification as to Paragraph 19 of the Cash Collateral Order or in the Alternative Reformation of Paragraph 19 in the Fansteel Bankruptcy Case (Docket No. 609).

~~M.~~N. Avoidance Actions

Since the ~~plan~~Plan will be providing for a 100% dividend on all allowed unsecured claims from the New Senior Secured Credit Facility, the New Value Equity Investment Cash and future earnings and profits, the ~~debtor~~Debtor does not believe it will be necessary to pursue Avoidance Actions. The Committee believes there are claims for avoidance of the 510 Ocean Drive liens and reserves its right to bring such claims and other actions under Chapter 5 of the Code and which are otherwise available.

~~N.~~O. Conditions Precedent to Confirmation

~~The~~Among other conditions set forth in the Plan, the Collateral Trust Agreement, the Class 10 Promissory Note, and the Subordination Agreement are all completed and approved as to form and content by the Debtor, the Official Committee and the Collateral Trustee at least seven (7) days before the Confirmation Hearing.

~~O.~~P. Conditions Precedent to Consummation of the Plan

1. Deposit of New Value Equity Investment Cash: In lieu of application of Bankruptcy Rule 3020(a), on or before the Effective Date, 510 Ocean Drive shall deposit the New Value Equity Investment Cash with the Reorganized Debtor WDC to enable all three Reorganized Debtors to make those Distributions required under each respective Plan. The Cash deposited shall be kept in a special account established for the exclusive purpose of making those Distributions required under all three respective Plans.

2. Execution of Ancillary Plan Documents by All Signatories: To the extent any of the three Debtors, Reorganized Debtors, ~~or~~ the Collateral Trustee, or the New Senior Secured Credit Facility are parties to a document that is a condition precedent to confirmation of any of the three Plans, including without limitation the Collateral Trust Agreement, the Class ~~5~~10 Promissory Note, and the Subordination Agreement, they shall all be prepared to execute and exchange the same ~~upon receipt of The New Value Investment Cash, said payment and exchange of executed documents among the parties shall occur simultaneously~~ at or upon the closing on the Effective Date.

~~P.~~Q. Effective Date of the Plan

The Effective Date of the Plan shall be the earlier of (a) the date on which all conditions precedent to consummation of the Plan have been satisfied, as provided for in Section V.P above, or (b) within ten (10) days of the Confirmation Order becoming a Final Order.

VI. BACKGROUND ON DEBTOR AND EVENTS LEADING TO FILING OF THE BANKRUPTCY CASE

-The Debtor maintains as follows:

Fansteel, the parent of WDC and WDMA, is headquartered in Creston Iowa, and between the three companies, employs over 600 people globally. The primary business of Fansteel and its several divisions and wholly-owned subsidiaries, is as a manufacturer of precision-engineered products for the global aerospace, defense, and industrial markets. On a consolidated basis, Fansteel generated approximately $87.4M in annual revenue in FY2015. Fansteel serves its customers through four business units at four locations in the USA and one in Mexico.

Fansteel's profitability is driven by demand for helicopter production and replacement parts. The 2013 US military drawdown in Afghanistan followed by the precipitous drop in oil prices in 2015 caused two sharp declines in demand for helicopter parts. In early 2015, Fansteel's commercial lender, Fifth Third Bank, placed its Fansteel loan agreement in "workout," indicating it did not want to renew the loan following its expiration in June 2016. The previous management team first sought to sell Fansteel and secured a tentative sale agreement for the WDC division to a direct competitor. In 4Q 2015, oil fell to $35 per barrel and the prospective buyer abandoned its purchase offer. At that point, the previous Fansteel management sought a comprehensive refinancing from a consortium of banks. Given comparatively poor financial performance, Fansteel ~~was required to pay substantial due diligence fees to some of the prospective lenders including~~entered into a ~~credit fund named~~letter agreement with TerraMar Capital LLC ("TerraMar"), based in Los Angeles, California~~.~~, pursuant to which TerraMar agreed to assist Fansteel with due diligence for debt financing and Fansteel, in return, agreed to pay TerraMar certain fees and expenses associated with the due diligence work performed by TerraMar. TerraMar signed a Non-Disclosure Agreement~~, and, pursuant to the terms of the letter agreement, performed the due diligence work for Fansteel~~ and invoiced approximately $400,000 of due diligence fees to Fansteel in preparation to offer a loan. In May 2016, the Fansteel Board of Directors rejected the terms of the loan and replaced the Fansteel CEO and COO with a seasoned team of turnaround professionals. The team went to work assessing the business and quickly developed a business plan that projected rapid improvement over six months from a June – July break even (excluding non-reoccurring losses) to a projected $8M cash flow for 2017. On top of the profit improvement created through shared sacrifice by clients, unions, management and the shareholders, the plan proposed to substantially improve liquidity by selling AST in October for $4 million against a collateralized borrowing of $1.5 million. On August 15, 2016, this plan was presented to Fifth Third Bank, who expressed appreciation for the plan, recognizing that the same management team had recently performed similarly for another Fifth Third loan. After the meeting, it was indicated by Fifth Third Bank that a long term forbearance would be considered with the intention of providing the new Fansteel management team sufficient time to implement their turnaround plan and, once proven, to use the demonstrated

higher profitability to secure a new loan agreement from another bank or even perhaps Fifth Third Bank under conventional Asset Based Loan terms and rates.

Fansteel has used Fifth Third Bank to provide asset-based lending since 2005. The most recent agreement was secured against collateral of accounts receivable, and inventory subject to defined borrowing base formula constraints. The existing loan agreement has been modified occasionally. In fact, Fifth Third Bank and Fansteel were negotiating in good faith to settle a 29th amendment to the 2005 loan agreement, providing a 16-month forbearance period designed to provide the new Fansteel management team time to fully implement their defined turnaround plan and to use the improved performance as a basis to seek a new lender.

From August 16, 2016 until September 1, 2016, the Fansteel management team awaited a new term sheet from Fifth Third Bank outlining mutual commitments as a condition to extend the existing loan until the end of 2017. On September 1, 2016, ~~TerraMar contacted Fansteel via email explaining that an entity owned and controlled by TerraMar,~~ Fifth Third Bank and TCTM Financial FS, LLC~~,~~ notified Fansteel, WDC, WDMA and 510 Ocean Drive that Fifth Third Bank had ~~purchased~~assigned all of its rights under the loan ~~note from Fifth Third Bank and were requesting Fansteel to sign a series of~~ agreements ~~permitting TerraMar access to collections of paid invoices~~to TCTM. Fifth Third Bank and TCTM also advised Debtors that a replacement Deposit Account Control Agreement, as required under the existing loan agreements, must be signed with Fifth Third Bank, as the depository bank, and TCTM, as the secured party, in order to facilitate any credit extensions to ~~control future disbursements for working capital requirements~~the Debtors. Concurrently, the independent Chief Restructuring Officer (CRO) hired by Fansteel at the request of Fifth Third Bank also emailed ~~an emphatic message advising~~ Fansteel ~~to~~requesting that it recognize the new owner of the loan and ~~to~~ sign the ~~proposed new agreements.~~Deposit Account Control Agreement. Subsequently, Fansteel's CEO received a phone call from ~~Joshua Philips, Managing Partner~~a representative of ~~TerraMar~~TCTM. During the call, ~~Mr. Philips~~a proposal to provide financing to the business on an interim basis was outlined ~~a sequence of events whereby he wished~~. A few days later, TCTM submitted a proposed 29th amendment to ~~see Fansteel agree to a two-week forbearance~~the loan agreement, in a form very similar to the prior amendments entered into between Fifth Third Bank and Fansteel. Given each of the notes under the existing loan agreement was scheduled to mature in accordance with ~~the new owner of the debt note.~~their terms on September 9, 2016, it was necessary to amend and extend them promptly. Under ~~his plan, that two-week period~~the proposed amendment, the Debtors would be ~~used~~able to hire both ~~bankruptcy~~legal counsel and a new CRO in preparation to enter ~~bankruptcy in Delaware with the intention to request a quick auction~~a reorganization proceeding and TCTM would consider debtor-in-possession financing and possibly serve as a stalking horse bidder in a sale pursuant to Bankruptcy Code Section 363~~. That way, at the auction, TerraMar would have the option to "credit bid" the value of its recently purchased debt note in order to buy all the assets of Fansteel, leaving all other liabilities behind. Mr. Philips concluded by saying he expected the clients of Fansteel would be impressed to see a "before" and "after" list of liabilities because it would indicate a financially stable supplier~~.

The Debtors did not sign the replacement Deposit Account Control Agreement, as required under the existing loan agreement, nor did they sign the 29th amendment to the loan agreement. Each of the notes matured on September 9, 2016 and was in default. The Board of

Directors of Fansteel had serious objections to the ~~plan~~proposal outlined by ~~TerraMar~~TCTM. Given their confidence in the new management's already defined, initiated, and largely implemented turnaround plan, the Board did not ~~see justice, or the necessity in wiping out creditors as a precondition to company survival. Cognizant of this perspective and aware of the CEO's duty to represent the interests of all creditors during this zone of insolvency, the~~agree with TCTM's loan documents. The Board of Directors directed and authorized the CEO to retain the well-respected expertise of Ronald Reuter as Chief Restructuring Officer to complement and accelerate Fansteel's performance improvement plan. With this preparation in place, Fansteel, WDC and WDMA filed bankruptcy cases for relief under Chapter 11 ~~so that it can~~on September 13, 2016, with the hope they could propose an "earn-out" plan of reorganization that will pay a 100% dividend to all unsecured creditors and give the equity security holders an opportunity to retain their investments ~~in the company~~.

VII. DEBTOR'S PRIOR ATTEMPTS TO OBTAIN FINANCING

The Debtor maintains as follows:

In May 2016, Leonard Levie purchased the minority shares held by Kurt Zamec in order to achieve supermajority control of Fansteel. At that juncture Mr. Levie was able to assume the role of activist investor; he appointed a new CEO and commissioned a cross functional team to rapidly assess every aspect of the business in order to define a restructuring plan outside of bankruptcy. One important precondition of these actions was the expiration of Fansteel's general line of credit issued by Fifth Third Bank. The line was initiated in 2005 and expired in June 2016. Fansteel had been unsuccessful in renewing its line of credit with Fifth Third Bank or in establishing a replacement line of credit with any other conventional bank. Among the many reasons for this difficulty was a trend of diminishing EBITDA generation within Fansteel and the accumulation of total debt. Over the course of 2015- 2016, Fansteel had employed professional banking advisors (Concorde Financial Advisors LLC) to solicit loans from prospective new banks. Over 50 prospective lenders were solicited and in the end, few deemed the risk acceptable and none of the tentative offers proposed were viewed as commercially reasonable by the board of Fansteel.

VIII. ASSETS, LIABILITIES & FINANCIAL STATUS OF THE DEBTOR

When the Bankruptcy Case was filed, the Debtor filed extensive and comprehensive schedules of its assets and debts, some of which were amended post-petition, along with detailed statements of the Debtor's financial affairs. The Debtor's petition, schedules and statements, and the amendments thereto, are public records and available for examination through the Court's CM/ECF and PACER systems. True and exact copies will also be provided at no cost by fax, email or hard copy by contacting the Debtor's General Reorganization Counsel and requesting same.

After the Petition Date, the Debtor also prepared and filed initial financial statements and records for various pre-petition periods, and has also filed detailed and comprehensive monthly reports of operations. The monthly reports of operations included balance sheets, profit and loss statements, cash receipts and disbursements, check registers and bank statements. These too are public records and available for examination through the Court's CM/ECF and PACER systems.

True and exact copies will also be provided at no cost by fax, email or hard copy by contacting the Debtor's General Reorganization Counsel and requesting same.

YOU ARE ADVISED TO CONSULT WITH YOUR ACCOUNTANT OR FINANCIAL ADVISOR IF YOU HAVE ANY QUESTIONS PERTAINING TO THE FINANCIAL STATEMENTS OR MONTHLY REPORTS OF OPERATION.

IX. LABOR/UNION

The Debtor is in a contract with the GMP that is open for re-negotiation with new terms in effect April 1, 2017. The Debtor is in constructive dialogue with the union and it is management's intention to secure an agreement where labor shares 20% of actual healthcare expense versus current 10% and where future pay increases are funded by formula driven gain sharing rather than a fixed hourly wage increase. Although the outcome of upcoming negotiations are uncertain, management believes the workforce will work constructively to reset an agreement to more closely align worker interest with the long term economic health of the business.

X. LIQUIDATION ANALYSIS

Another confirmation requirement is the "Best Interest Test," which requires a liquidation analysis. Under the Best Interest Test, if a Creditor holds an Allowed Claim in an Impaired Class, and that Creditor does not vote to accept the Plan, then that Creditor must receive or retain under the Plan property of a value not less than the amount that such holder would receive or retain if the Debtor was liquidated under Chapter 7 of the Bankruptcy Code.

In a Chapter 7 case, the Debtor's assets are usually sold by a Chapter 7 Trustee. Secured Creditors are paid first from the sales proceeds of property and assets in which the Secured Creditor has a lien. Administrative Expense Claims are paid next. Unsecured Creditors are paid from any remaining sales proceeds, according to their rights to priority. Unsecured Creditors with the same priority share in proportion to the amount of their Allowed Unsecured Claims. Finally, Interest Holders receive the balance that remains after all Creditors are paid, if any.

For the Court to be able to confirm this Plan, the Court must find that all Creditors who do not accept the Plan will receive at least as much under the Plan as such holders would receive under a hypothetical Chapter 7 liquidation. The arguments the Debtor would make that the Debtor's Plan meets the best interest test, is premised primarily on one fact: Creditors will be paid in full over time, whereas in a hypothetical Chapter 7 case, unsecured creditors would receive little to no Distribution. Based on this fact, the Plan Proponents maintain that this requirement is met for the following reasons.

On the Effective Date, there will be sufficient Cash on hand from the new Senior Secured Credit Facility and the New Value Equity Investment Cash to pay those Claims that must be paid on the Effective Date. ~~The~~The Debtor maintains that the projections of future income and expenses show that the Reorganized Debtor will have sufficient income from operations to pay those additional Claims provided for under the Plan.

Based on the above, the Debtor believes the proposed Plan is more likely to result in more money for Unsecured Creditors, and faster, compared to a similar Chapter 7 liquidation at this time. Attached hereto as Exhibit "~~F~~G" and incorporated by reference herein, is the Debtor's liquidation analysis.

XI. FEASIBILITY

Another requirement for confirmation involves the feasibility of the Plan. This means that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successors to the Debtor under the Plan, unless such liquidation or reorganization is proposed in the Plan.

There are at least two important aspects of a feasibility analysis. The first aspect considers whether the Debtor will have enough Cash on Hand on or about the Effective Date of the Plan to pay all the Allowed Claims which are entitled to be paid on such date. The Plan Proponents maintain that this aspect of feasibility will be satisfied. Based on the actual amount of Cash on hand, the Debtor believes there will be enough to pay all Allowed Unclassified and Classified Claims which are entitled to be paid on the Effective Date.

The second aspect of feasibility considers whether the Proponent will have enough Cash over the life of the Plan to make the required Plan payments. Attached hereto as Exhibit "~~G~~H" and incorporated by reference herein are the Debtor's projections of future income and expenses in support of the feasibility of the Debtor's Plan.

XII. MANAGEMENT AND COMPENSATION AND POST-CONFIRMATION GOVERNANCE

After the Effective Date, management of the Reorganized Debtor will be conducted by substantially the same officers and managers as before the Effective Date, which is substantially the same as it was on the Petition Date, with substantially the same compensation arrangements as before the Effective Date.

Below are the current directors and officers of the Debtor WDC:

Name	Position	Authorized Shares	Issued	Par	Directors	Current Salary
Jim Mahoney	CEO				Brian Cassady	
Robert Compernolle	Secretary				Leonard M. Levie	

The directors of Reorganized Debtor WDC will be Leonard Levie and Brian Cassady. It is anticipated that Leonard Levie will control at least 90% of the Reorganized Debtor WDC on the Effective Date and Brian Cassady will control less than 10% on the Effective Date. The officers will be as follows: Jim Mahoney as CEO; Robert Compernolle as Controller; and Danette Grim as President.

The directors and officers of Reorganized Fansteel will be Jim Mahoney and Robert Compernolle.

XIII. UNITED STATES TRUSTEE SYSTEM FUND FEES

A fee is required by the provisions of Title 28 United States Code § 1930(a)(6), to be paid quarterly to the United States Trustee by any Debtor in a Chapter 11 Case. The amount of the fee is based on a Debtor's disbursements for the preceding quarter. A Debtor's obligation to pay the fee continues after confirmation and until the Chapter 11 Case is fully administered and closed.

On the Effective Date of the Plan, the Debtor shall be current with all quarterly fees due as of that date. Any delinquent fees will be paid in full within ten (10) days of the Effective Date of the Plan. Quarterly fees will be paid every calendar quarter thereafter, as a first priority under the Plan until the case is closed.

XIV. TAX ANALYSIS

The Debtor will not seek a ruling from the Internal Revenue Service prior to the Effective Date with respect to any of the tax aspects of the Plan.

ANY PERSON CONCERNED WITH THE TAX CONSEQUENCES OF THE PLAN IS STRONGLY URGED TO CONSULT WITH THEIR OWN ACCOUNTANTS, ATTORNEYS, AND/OR ADVISORS TO DETERMINE HOW THE PLAN MAY AFFECT THEIR FEDERAL, STATE, LOCAL AND FOREIGN TAX LIABILITY. The following disclosure of possible tax consequences is intended solely for the purpose of alerting readers about possible tax issues the Plan may present to the Debtor. The Plan Proponents CAN NOT and DO NOT represent that the tax consequences contained below are the only tax consequences of the Plan, because the tax code embodies many complicated rules which make it difficult to completely and accurately state all of the tax implications of any action or transaction.

A. Tax Impact on the Debtor

The Debtor's parent, Fansteel, has incurred Net Operating Losses ("NOL") of $8,660,681. Fansteel anticipates that the NOL will increase as a result of calendar year 2016 losses. The Debtor believes that the reorganization concept will preserve the NOL because the ultimate beneficial owner of the consolidated company will not change. This view has been confirmed by independent advisors and is currently the subject of a detailed study by the Debtor's duly-employed tax advisor. The Debtor's feasibility projections take into account an NOL benefit, however, dispute of the NOL is not expected to prevent the Debtor from meeting fixed charge debt obligations to the New Senior Secured Credit Facility nor to creditors.

B. Tax Impact on Creditors

The Debtor is unaware of any adverse tax consequences of the Plan to Creditors. It is not necessary or practical to present a detailed explanation of the federal income tax aspects of the Plan or the related bankruptcy tax matters involved in Bankruptcy Cases. The tax consequences resulting from the Plan to each individual Creditor should not vary significantly from the past tax consequences realized by each individual Creditor. To the extent that the tax consequences do

vary for individual Creditors, each one is urged to seek advice from their own counsel or tax advisor with respect to the federal income tax consequences resulting from Confirmation of the Plan.

The Debtor will withhold all amounts required by law to be withheld from payments to holders of Allowed Claims. In addition, such holders may be required to provide certain tax information to the Debtor as a condition of receiving Distributions under the Plan. The Debtor will comply with all applicable reporting requirements of the Internal Revenue Code of 1986, as amended.

XV. RISKS TO CREDITORS UNDER THE PLAN

Creditors will be paid under the Plan from the Cash on hand, -and revenue generated from future operations.

There ~~is one major risk~~are risks to creditors not being paid. ~~The~~One risk is that the Reorganized Debtor's future operations and corresponding income and expenses will not substantially match the Debtor's projections of future income and expenses, due to, among other risks, market conditions outside of the Debtor's control. The Debtor is confident that the risk above is manageable and that the Debtor and Reorganized Debtor will be able to consummate the Plan and pay Creditors in full.

~~There are two principal risks to the feasibility of the Plan, the first~~

Other risks include there being sufficient commercial bank lending and the second being enough fresh investment capital to supplement a new bank loan. With respect to a new commercial bank, the Debtor has received a detailed term sheet from Huntington Bank that outlines sufficient lending to effectuate the plan. ~~The term sheet will be followed the week of February 20, 2017 with an executed commitment letter. The second major risk is investment capital. 510 Ocean Drive is willing to invest a fresh $7 million of investment capital~~ However, the term sheet is not a binding commitment to lend and there is a potential risk that the Debtor will not receive a binding commitment. The Debtors do, however, anticipate a fully-executed commitment letter from Huntington Bank will be provided prior to the Confirmation Date. If the Debtors do not receive such commitment by the Confirmation Date or cannot fulfill the terms of the commitment received, this could render the Debtors' Plans un-confirmable or constitute a material impediment to the Debtors confirming their Plans. In addition, there is a potential risk to creditors that the amount stated on the Huntington Bank Term Sheet will not be the actual amount loaned to the Debtors. Insufficient financing could materially impact the feasibility of the Plan. Among other things, the Huntington Bank term sheet requires an additional infusion of $5 million of cash collateral. This cash collateral provides the necessary liquidity and security for Huntington Bank to lend at an amount required under the Plan. The Debtor anticipates that 510 Ocean Drive will provide the $5 million cash collateral infusion. Further, the term sheet's provision regarding recapture of 25% of the Debtors' excess cash flow could impact the Debtors' ability to make quarterly payments to unsecured creditors under the Plan.

The second major risk is investment capital. 510 Ocean Drive has agreed to invest no less than $7 million of New Value Equity Investment Cash, as stated in its Objection to Joint Motion for Order Approving Stipulation Relating to "Challenge Rights" at Docket Item 466 in the Fansteel Bankruptcy Case. ~~If~~ and in the Acknowledgment and Agreement attached hereto as Exhibit D. There is a potential risk to creditors that 510 Ocean Drive may not provide the

necessary amount above the $7,000,000 to allow the Debtors to fully fund their Plans. However, if 510 Ocean Drive determines more capital is required or that it prefers to invest less, it has a number of junior investors available to participate as additional members in 510 Ocean Drive.

Additional risks associated with feasibility of the Plan relate to whether the Debtor is able to reach consensual treatment of debts for the following major creditors/interested parties: (1) NRC and the state of Oklahoma; (2) William Bieber; (3) Unsecured Creditors; (4) PBGC; and (5) each of the three active union pension funds. Each of these obligations are being addressed by a good faith active engagement focused on providing the best available treatment that would be feasible in context of management's Plan.

XVI. DEFAULT PROVISIONS

The following shall be events of default under the Plan:

a) The failure to make a Distribution on account of an Allowed Claim under the Plan; provided, however, that no default shall be deemed to have occurred if such missed payment is made within thirty (30) days of the date of the missed payment.

b) Provided no agreement exists to extend or modify the terms of any agreement between the Reorganized Debtor and third party vendors or creditors, failure of the Reorganized Debtor to pay any post-confirmation expenses, including but not limited to, taxes, fees, expenses to whom the Reorganized Debtor becomes obligated after the Effective Date.

c) The Reorganized Debtor's failure to perform any provision of the Plan resulting in nonmonetary defaults under the Plan; provided, however, that no nonmonetary default shall be deemed to have occurred if such default is cured within forty-five (45) days after written notice of such nonmonetary default has been provided the Reorganized Debtor and its General Reorganization Counsel. All such notices hereunder shall be made both by facsimile and U.S. Mail, first class postage prepaid. Notice shall be deemed complete when transmission of the facsimile is completed.

As of the Confirmation Date, any defaults by the Debtor under any non-bankruptcy law or agreement, shall be deemed cured, and notice of default or sale recorded by any Creditor prior to the Confirmation Date shall be deemed null, void and have no further force or effect.

XVII. EFFECT OF CONFIRMATION OF THE PLAN

A. Discharge and Release of Claims

The Debtor maintains as follows:

Upon the Effective Date of the Plan, the Debtor shall receive the broadest discharge possible under Bankruptcy Code Section 1141(d)(1), limited as applicable by the provisions of Bankruptcy Code Section 1141(d)(6). More particularly, and subject to the preceding sentence, Confirmation of the Plan shall discharge the Debtor from any Claim or debt that arose before the Confirmation Date and any debt of a kind specified in Bankruptcy Code Sections 502(g), (h) or

(i), whether or not (i) a Proof of Claim based on such debt is filed or deemed filed under Bankruptcy Code Section 501, (ii) such Claim is allowed under Bankruptcy Code Section 502, or (iii) the holder of such Claim has accepted the Plan.

Pursuant to Bankruptcy Code Section 524, the discharge (i) voids any judgment at any time obtained to the extent that such judgment is a determination of the personal or corporate liability of the Debtor with respect to any debt discharged under Bankruptcy Code Section 1141, whether or not discharge of such debt is waived, and (ii) operates as an injunction against the commencement or continuation of an action, employment of process, or an act to collect, recover or offset any such debt as a personal liability of the Debtor, whether or not discharge of such debt is waived.

Notwithstanding the foregoing, confirmation of the Plan will not discharge the Reorganized Debtor (a) from any debt of a kind specified in Bankruptcy Code Sections 523(a)(2)(A) or (2)(B) that is owed to a domestic governmental unit; (b) from a debt for a tax or customs duty with respect to which the Reorganized Debtor made a fraudulent return, or (c) willfully attempted in any manner to evade or to defeat such tax or such customs duty; or (d) from its obligations under the Plan, Confirmation Order or documents executed or entered into in relation to the Plan or Confirmation Order.

B. Injunction

The Debtor maintains as follows:

Except as otherwise expressly provided for in the Plan or the Confirmation Order, all persons who have held, hold, or may hold Claims against the Debtor, are permanently enjoined (a) from commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim against the Debtor and the Reorganized Debtor; (b) from the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtor and the Reorganized Debtor, and its property; (c) from creating, perfecting, or enforcing any encumbrance of any kind against the Debtor and the Reorganized Debtor, or its property with respect to such Claim, and (d) from asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Debtor, or its property with respect to any such Claim; provided, however, that such injunction shall not enjoin the Collateral Trustee (or the beneficiaries of the Collateral Trust) from exercising their respective rights and remedies under the Plan, Collateral Trust Agreement, as applicable.

C. Exoneration and Reliance

The Debtor maintains as follows:

Provided that the respective affiliates, officers, directors, shareholders, members, partners, representatives, attorneys, financial advisors, and agents of the Debtor, and the Official Committee act in good faith, they shall not be liable to any claimant, Interest Holder, or other party with respect to any action, forbearance from action, decision, or exercise of discretion taken during the period from the Petition Date to the Effective Date in connection with: (a) the operation of the Debtor; (b) the proposal or implementation of any of the transactions provided

for, or contemplated in this Plan; or (c) the administration of this Plan or the assets and property to be distributed pursuant to this Plan, other than for willful misconduct or gross negligence. The Debtor, and the Official Committee and their respective affiliates, officers, directors, shareholders, members, partners, representatives, attorneys, financial advisors, and agents may rely upon the opinions of counsel, certified public accountants and other experts or professionals employed by the Debtor, and such reliance shall conclusively establish good faith. In any action, suit or proceeding by any Creditor or other party in interest contesting any action by, or non-action of, the Debtor, or its respective affiliates, officers, directors, shareholders, members, partners, representatives, attorneys, financial advisors, and agents as not being in good faith, the reasonable attorneys' fees and costs of the prevailing party shall be paid by the losing party.

D. Binding Effect

The provisions of the Plan, the Confirmation Order and any associated findings of fact or conclusions of law shall bind the Debtor, any entity acquiring property under the Plan and any Creditor of the Debtor, whether or not the Claim of such Creditor is Impaired under the Plan and whether or not such Creditor has accepted the Plan.

E. Vesting of Property

Confirmation of the Plan, vests all of the property of the Debtor's Estate, including Causes of Action, in the Reorganized Debtor. As of the Effective Date, the assets of the Debtor dealt with under the Plan shall be free and clear from any and all Claims or the Holders of Claims, except as specifically provided otherwise in the Plan or the Confirmation Order. On the Confirmation Date, the Reorganized Debtor shall be entitled to operate and conduct its affairs without further order of the Court and to use, acquire and distribute any of its property free of any restrictions of the Bankruptcy Code or the Court, except as specifically provided otherwise in the Plan or Confirmation Order. The terms of the Plan shall supersede the terms of all prior orders entered by the Court in the Bankruptcy Case and the terms of all prior stipulations and other agreements entered into by the Debtor with other parties in interest, except as specifically recognized in the Plan or the Confirmation Order.

F. Modification and/or Amendment of the Plan

The Plan Proponents may modify the Plan at any time before Confirmation. However, the Court may require a new Disclosure Statement and/or re-voting on the Plan.

The Plan may be modified by the Reorganized Debtor at any time after the Confirmation Date, provided that such modification meets the requirements of the Bankruptcy Code and is not inconsistent with the provisions of the Plan. The Plan may be modified or amended after Confirmation only if (1) the Plan has not been substantially consummated and (2) the Court authorizes the proposed modifications after notice and a hearing.

The Debtor and the Reorganized Debtor may, with the approval of the Court, and so long as it does not materially or adversely affect the interests of Creditors, remedy any defect or omission, or reconcile any inconsistencies in the Plan, or in the Confirmation Order, in such manner as may be necessary to carry out the purposes and intent of the Plan.

G. Revocation of an Order Confirming the Plan
~~G.~~

Pursuant to Bankruptcy Code Section 1144, on request of a party in interest at any time before 180 days after the Confirmation Order becomes a Final Order, and after notice and a hearing, the Court may revoke the Confirmation Order only if such order was procured by fraud.

H. Post-Confirmation Status Report

Within ninety (90) days of the Confirmation Order, the Reorganized Debtor shall file a status report with the Court substantially in the form of the U.S. Trustee's Chapter 11 Post Confirmation Quarterly Report (UST-3 Post Confirmation Report), explaining what progress has been made toward consummation of the Plan. The status report shall be served on the United States Trustee and those parties who have requested special notice. Further status reports shall be filed every ninety (90) days and served on the same entities, until entry of a Final Decree.

I. Final Decree

Within thirty (30) days after Confirmation, or once the bankruptcy estate of Fansteel has been fully administered pursuant to Bankruptcy Rule 3022 and applicable case law, the Plan Proponents, or such other parties as the Court may designate in the Confirmation Order, shall file a final report and motion with the Court to obtain a final decree to close the case.

J. Effect on Claims and Interests

A Creditor that has previously accepted or rejected the Plan shall be deemed to have accepted or rejected, as the case may be, the Plan, as modified, unless, within the time fixed by the Court, such Creditor elects in writing to change his/her/its previous acceptance or rejection.

K. Termination of the Official Committee

On the Effective Date, the Official Committee shall dissolve and the members of the Official Committee shall be released and discharged from all rights and duties arising from or related to the Bankruptcy Case. On the Effective Date, all Claims or Causes of Action, if any, of the Debtor or Reorganized Debtor against any member of the Official Committee, and any officer, director, employee, or agent of an Official Committee member shall be compromised, settled, and released in consideration of the terms of this Plan. As of the date hereof, the Debtor is not aware of any such claims.

L. Bar Date for Administrative Expense Claims.

All Non-Governmental Administrative Expense Claimants, including Professional Persons, shall file motions for allowance of their Administrative Expense Claims not later than 30 days after the Confirmation Date or such Administrative Expense Claims shall be disallowed and forever barred.

Any Creditor or party in interest having any Claim or Cause of Action against the Debtor, or against any Professional Persons relating to any actions or inactions in regard to the Bankruptcy Case, must pursue such Claim or Cause of Action by the commencement of an adversary proceeding within 30 days after Confirmation of the Plan, or such Claim or Cause of Action shall be forever barred and released. Nothing in this Section shall be construed to affect the Bar Date for filing pre-petition Claims against the Debtor.

The Office of the United States Trustee shall not be obligated to file any Proof of Claim for either pre-confirmation or post-confirmation fees owed by the Debtor for and on account of the U.S. Trustee Quarterly Fees.

M. Retained Bankruptcy Court Jurisdiction

The Court shall retain jurisdiction over the Bankruptcy Case subsequent to the Confirmation Date to the fullest extent permitted under Section 1334 of Title 28 of the United States Code, including but not limited to, the following:

1) To determine any requests for subordination pursuant to the Plan and Bankruptcy Code Section 510, whether as part of an objection to Claim or otherwise;

2) To determine any motion for the sale of the Debtor's property or to compel reconveyance of a lien against or interest in the Debtor's property upon the payment, in full, of a Claim secured under the Plan;

3) To determine any and all objections to the allowance of Claims, including the objections to the classification of any Claim, and including, on an appropriate motion pursuant to Bankruptcy Rule 3008, reconsidering Claims that have been allowed or disallowed prior to the Confirmation Date;

4) To determine any and all applications of Professional Persons, and any other fees and expenses authorized to be paid or reimbursed in accordance with the Bankruptcy Code or the Plan;

5) To determine any and all pending applications for the assumption or rejection of executory contracts, or for the rejection or assumption and assignment, as the case may be, of unexpired leases and executory contracts to which the Debtor is a party, or with respect to which it may be liable, and to hear and determine, and if need be, to liquidate any and all Claims arising therefrom;

6) To hear and determine any and all actions initiated by the Debtor or the Reorganized Debtor to collect, realize upon, reduce to judgment, or otherwise liquidate any Causes of Action of the Debtor or the Reorganized Debtor;

7) To determine any and all applications, motions, adversary proceedings and contested or litigated matters, whether pending before the Court on the Confirmation Date, or filed or instituted after the Confirmation Date, including, without limitation, proceedings under the Bankruptcy Code or other applicable law, seeking to avoid and recover any transfer of an interest of the Debtor, and property or obligations incurred

by the Debtor, or to exercise any rights pursuant to Bankruptcy Code Sections 544-550;

8) To modify the Plan or Disclosure Statement, to remedy any defect or omission, or reconcile any inconsistency in an the order of the Court, including the Confirmation Order, the Plan or the Disclosure Statement, in such manner as may be necessary to carry out the purposes and effects of the Plan;

9) To determine disputes regarding title of the property claimed to be property of the Debtor whether as Debtor or Debtor in Possession;

10) To ensure that the Distributions to holders of Claims are accomplished in accordance with the provisions of the Plan;

11) To hear and determine any enforcement actions brought by the Collateral Trustee (or a beneficiary of the Collateral Trust) pursuant to the Collateral Trust Agreement;

12) To liquidate or estimate any undetermined Claim or Interest;

13) To enter such orders as may be necessary to consummate and effectuate the operative provisions of the Plan, including actions to enjoin enforcement of Claims inconsistent with the terms of the Plan;

14) To hear any other matter not inconsistent with Chapter 11 of the Bankruptcy Code;

15) To enter a final decree closing the Bankruptcy Case;

16) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked or vacated; and

17) To determine such other matters as may arise in connection with the Plan, the Disclosure Statement or the Confirmation Order.

If the Court abstains from exercising or declines to exercise jurisdiction or is otherwise without jurisdiction over any matter arising out of the Bankruptcy Case, this post-confirmation jurisdiction section shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

XVIII. CONCLUSION AND RECOMMENDATION

This Disclosure Statement has been presented for the purpose of enabling Creditors to make an informed judgment to accept or reject the Plan. Creditors are urged to read the Plan in full and consult with their counsel if questions arise.

Notwithstanding any inconsistencies between this Disclosure Statement and the Plan, the terms and conditions of the Plan shall control the treatment of Creditors and the amounts of any Distributions under the Plan.

The Debtor believes that the text of this Disclosure Statement, its Exhibits, and the Plan itself, as incorporated herein, demonstrate that the Plan will provide the greatest amount of funds for the payment of the legitimate Claims of Creditors.

The Debtor strongly urges all Creditors to vote to accept the Plan. You are urged to complete the enclosed ballot and return it immediately in accordance with the instructions above.

DATED: March 6, 2017

Respectfully submitted,

Fansteel, Inc.

By: */s/ James Mahoney*
It's Chief Executive Officer

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