

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

-----X	:	
In re	:	Chapter 11
	:	
WP Steel Venture LLC, <u>et al.</u> , <sup>1</sup>	:	Case No. 12-11661 (KJC)
	:	
Debtors.	:	(Jointly Administered)
-----X	:	<b>Re: D.I. 15, 71, 353</b>

**CERTIFICATION OF COUNSEL REGARDING ORDER APPROVING STIPULATION  
BY AND AMONG DEBTORS, OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS, POSTPETITION FINANCING AGENTS AND LENDERS**

I, Erin R. Fay, counsel for the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”), hereby certify as follows regarding the proposed Order Approving Stipulation By and Among Debtors, Official Committee of Unsecured Creditors and Postpetition Financing Agents and Lenders (the “**Proposed Order**”), attached hereto as **Exhibit A**:

1. On May 31, 2012 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

2. On the Petition Date, the Debtors filed the Debtors’ Motion for Interim and Final Orders: (a) Authorizing Debtors to Obtain Postpetition Financing and Grant Security Interests and Superpriority Administrative Expense Status Pursuant to 11 U.S.C. §§ 105 and 364(c); (b) Modifying the Automatic Stay Pursuant to 11 U.S.C. § 362; (c) Authorizing Debtors

---

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



to Enter into Agreements with Wells Fargo Capital Finance, LLC, as Agent; and (d) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001 [Docket No. 15] (the “**DIP Motion**”).<sup>2</sup>

3. On June 1, 2012, the Court entered an Order approving the DIP Motion on an interim basis [Docket No. 71].

4. On June 21, 2012, the Court entered an Order approving the DIP Motion on a final basis [Docket No. 353].

5. The outstanding principal amount of Advances (as defined in the DIP Credit Agreement) as of the date hereof have been repaid and the Remaining Letter of Credit has been cash collateralized in accordance with the terms of the DIP Credit Agreement; however, there remain certain contingent and continuing Obligations for which the parties have agreed, pursuant to the terms and conditions of the Stipulation, to satisfy and fully repay, and to grant Agents, Lenders and Bank Product Providers certain releases.

6. The Stipulation attached to the Proposed Order documents the parties’ agreements and has been circulated to all parties and the Office of the United States Trustee.

---

<sup>2</sup> Undefined capitalized terms used herein shall have the meanings ascribed to them in the DIP Motion.

WHEREFORE, the Debtors respectfully request that the Court (i) enter the Proposed Order attached hereto as **Exhibit A** and (ii) grant such other and further relief as may be just or proper.

Dated: Wilmington, Delaware  
October 10, 2012

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Erin R. Fay

---

Robert J. Dehney (No. 3578)  
Gregory W. Werkheiser (No. 3553)  
Erin R. Fay (No. 5268)  
1201 North Market Street, P.O. Box 1347  
Wilmington, Delaware 19801  
Telephone: (302) 658-9200  
Facsimile: (302) 658-3989

- and -

Matthew A. Feldman  
Shaunna D. Jones  
Andrew D. Sorkin  
WILLKIE FARR & GALLAGHER LLP  
787 Seventh Avenue  
New York, New York 10019  
Telephone: (212) 728-8000  
Facsimile: (212) 728-8111

*Co-counsel to the Debtors and Debtors in Possession*  
6501876.1

**EXHIBIT A**

**Proposed Order**

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

-----X  
In re : Chapter 11  
 :  
WP Steel Venture LLC, et al.,<sup>1</sup> : Case No. 12-11661 (KJC)  
 :  
 :  
Debtors. : (Jointly Administered)  
 :  
-----X **Re: D.I.** \_\_\_\_\_

**ORDER APPROVING STIPULATION BY AND AMONG DEBTORS,  
OFFICIAL COMMITTEE OF UNSECURED CREDITORS,  
POSTPETITION FINANCING AGENTS AND LENDERS**

Upon consideration of (i) the Certification of Counsel Regarding Order Approving Stipulation By and Among Debtors, Official Committee of Unsecured Creditors, Postpetition Financing Agents and Lenders (the “**Certification**”);<sup>2</sup> (ii) the Stipulation attached hereto as **Exhibit A** (the “**Stipulation**”); and (iii) the Final DIP Order; and the Court having jurisdiction over the Certification, the Stipulation, and the Final DIP Order; and it appearing that the relief granted herein is in the best interests of the Debtors and their estates and creditors; and after due deliberation and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED and DECREED that:**

1. The Stipulation is approved.

---

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

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Certification.

2. The Court shall retain jurisdiction over any matters arising from or related to the interpretation, implementation or enforcement of this Order or the Stipulation.

Dated: Wilmington, Delaware  
October \_\_\_\_, 2012

---

THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT A**

**Stipulation**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

WP STEEL VENTURE LLC, et al.,  
Debtors.

Chapter 11

Case No. 12-11661 (KJC)

Jointly Administered

STIPULATION

THIS STIPULATION (the "Stipulation") is entered into as of October 10th, 2012, by and among: (i) each of the Debtors and Debtors-in-Possession in the above-captioned cases (collectively, the "Debtors"); (ii) Wells Fargo Capital Finance, LLC ("WFCF"), in its capacity as administrative agent (in such capacity, "Administrative Agent") for itself and other financial institutions from time to time party to the DIP Credit Agreement (as defined below) as lenders (collectively, the "Lenders"); (iii) Ableco Finance LLC ("Ableco"), solely in its capacity as agent for the Revolving Loan B Lenders (as defined in the DIP Credit Agreement) (in such capacity, "Revolving Loan B Agent"), (iv) Ableco, Cerberus Levered Loan Opportunities Fund I, L.P. and Cerberus Offshore Levered I, L.P., solely in their respective capacities as Revolving Loan B Lenders, (v) WFCF and General Electric Capital Corporation, in their capacities as co-collateral agents to the Lenders (in such capacities, "Co-Collateral Agents"; and together with the Administrative Agent and the Revolving Loan B Agent, collectively, "Agents") and (vi) the Official Committee of Unsecured Creditors (the "Committee"; and together with the Debtors, the Agents, and the Revolving Loan B Lenders, collectively, the "Parties"), by and through their respective counsel. The Parties hereby stipulate as follows:



## RECITALS

WHEREAS, on May 31, 2012 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court");

WHEREAS, the Debtors continue in possession of their respective properties and the management of their respective businesses as Debtors-in-Possession pursuant to sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, on the Petition Date, the Debtors filed the Debtors' Motion for Interim and Final Orders: (a) Authorizing Debtors to Obtain Postpetition Financing and Grant Security Interests and Superpriority Administrative Expense Status Pursuant to 11 U.S.C. §§ 105 and 364(c); (b) Modifying the Automatic Stay Pursuant to 11 U.S.C. § 362; (c) Authorizing Debtors to Enter into Agreements with Wells Fargo Capital Finance, LLC, as Agent; and (d) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001 [Docket No. 15] (the "DIP Motion")<sup>1</sup>;

WHEREAS, on June 1, 2012, the Court entered the Interim Order approving the DIP Motion [Docket No. 71] (the "Interim Order") pursuant to which, inter alia, (a) the Debtors were authorized, on an interim basis, (i) to obtain post-petition loans, advances and other financial accommodations for a period through and including the date of the final hearing on the Motion pursuant to the DIP Credit Agreement, secured by security interests in and liens upon all of the Collateral, and (ii) to enter into, execute, deliver, perform and comply with all the terms, conditions and covenants of the DIP Credit Agreement and the other Loan Documents, (b)

---

<sup>1</sup> Defined terms used in this Stipulation and not otherwise defined herein shall have the meaning ascribed to such terms in the Final Order (as defined below).

Administrative Agent, for the benefit of itself, the other Lenders and the Bank Product Providers (as defined in the DIP Credit Agreement), was granted an allowed superpriority administrative claim pursuant to Section 364(c)(1) of the Bankruptcy Code against the Debtors for all Obligations (as defined in the DIP Credit Agreement) as and to the extent set forth in the Interim Order;

WHEREAS, on June 21, 2012, the Court entered the Final Order approving the DIP Motion [Docket No. 353] (the "Final Order") pursuant to which, inter alia, (a) the Debtors were authorized, on a final basis, (i) to obtain postpetition loans, advances and other financial accommodations pursuant to the DIP Credit Agreement, secured by security interests in and liens upon all of the Collateral, and (ii) to continue to perform and comply with all the terms, conditions and covenants of the DIP Credit Agreement and the other Loan Documents, (b) Administrative Agent, for the benefit of itself, the other Lenders and the Bank Product Providers, was granted an allowed superpriority administrative claim pursuant to Section 364(c)(1) of the Bankruptcy Code against the Debtors for all Obligations as and to the extent set forth in the Final Order;

WHEREAS, pursuant to section 8.2 of the Ratification Agreement (as defined in the DIP Credit Agreement) and paragraph 4.7.1 of the Final Order, upon the repayment of all Obligations and termination of the rights and obligations arising under the Loan Documents, the Interim Order and the Final Order (which payment and termination shall be in accordance with the Loan Documents or otherwise on terms and conditions acceptable to Administrative Agent), Agents, Lenders and Bank Product Providers shall be released from any and all obligations, liabilities, actions, duties, responsibilities and causes of action arising or occurring in connection with or related to the Loan Documents, the Interim Order and the Final Order (including without

limitation any obligation or responsibility (whether direct or indirect, absolute or contingent, due or not due, primary or secondary, liquidated or unliquidated) to pay or otherwise fund the Carve-Out Expenses and/or the Incurred Non-Professional Administrative Expenses), on terms and conditions acceptable to Administrative Agent;

WHEREAS, pursuant to the Cash Collateral Pledge Agreement, dated as of July 15, 2011, made by The Renco Group, Inc. ("Renco") in favor of the Administrative Agent, Renco pledged \$50 million as cash collateral (the "Renco Cash Collateral") to secure its obligations under that certain Limited Guarantee, dated as of July 15, 2011, pursuant to which Renco guaranteed the Obligations, but limited to an amount equal to the Renco Cash Collateral. Since September 14, 2012 (the "Stated Maturity Date", as defined in the DIP Credit Agreement) through the date hereof, Administrative Agent has applied \$17 million of the Renco Cash Collateral with respect to the Obligations (including but not limited to cash collateralizing the Remaining Letter of Credit (as defined below) the "Applied Renco Cash Collateral");

WHEREAS, following (i) the Administrative Agent's receipt and application of the net proceeds from the liquidation and/or realization of the Collateral during the Debtors' Chapter 11 cases, and (ii) the application by Administrative Agent of the Applied Renco Cash Collateral, the outstanding principal amount of Advances (as defined in the DIP Credit Agreement) as of the date hereof have been repaid and the Remaining Letter of Credit has been cash collateralized in accordance with the terms of the DIP Credit Agreement; and

WHEREAS, there remain certain contingent and continuing Obligations for which the Parties have agreed, pursuant to the terms and conditions contained herein, to satisfy and fully repay, and to grant Agents, Lenders and Bank Product Providers a release in respect of all obligations, liabilities, actions, duties, responsibilities and causes of action arising or

occurring in connection with or related to the Obligations, the Loan Documents, the Interim Order and the Final Order .

NOW THEREFORE, in consideration of the foregoing and mutual promises set forth below, the Parties agree as follows:

#### AGREEMENT

1. The recitals set forth above are incorporated herein by reference.
2. Carve Out Expenses. Within three (3) business days following the Court's approval of this Stipulation, the Administrative Agent shall remit to the Debtors' account maintained at JP Morgan Chase Bank, N.A., under the account number ending in 3212 and under the name RG Steel Wheeling, LLC ("Professional Fee Carve Out Account"), Cash Collateral (as defined in Section 363 of the Bankruptcy Code) of the Lenders in the amount of \$1 million (which amount the Administrative Agent is holding in reserve as of the date hereof) in full and final satisfaction of all obligations, liabilities, actions, duties, responsibilities and causes of action arising or occurring in connection with or related to the Carve Out Expenses. Upon the deposit of such \$1 million in the Professional Fee Carve Out Account, Agents, Lenders and Bank Product Providers (and their respective officers, directors, agents and employees and their successors and assigns, collectively, the "Carve Out Releasees") shall be forever and irrevocably, released and discharged from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that any Professional (as defined in the Final Order) or any other party at any time had or has, or that its successors and assigns hereafter can or may have against any of the Carve-Out Releasees in connection with or related to the Carve Out Expenses or any fees and expenses of Professionals in the Debtors' bankruptcy cases,

including, without limitation, any professional fees and expenses subject to the “Additional Professional Fee Cap” as defined in the Interim Order (A) Authorizing Debtors to Use Cash Collateral Pursuant to 11 U.S.C. §§ 105 and 363(c)(2); (B) Granting Adequate Protection Pursuant to 11 U.S.C. § 361, and (C) Modifying the Automatic Stay Pursuant to 11 U.S.C. § 362, entered on September 27, 2012 [Docket No. 1260] (the “Cash Collateral Order”).

3. Incurred Non-Professional Administrative Expenses. Within three (3) business days following the Court’s approval of this Stipulation, the Administrative Agent shall remit to the Debtors’ account maintained at PNC Bank, N.A., under the account number ending in 5532 and under the name RG Wheeling, LLC (the “Non-Professional Fee Carve Out Account”), Cash Collateral of the Lenders in the amount of \$1 million (which amount Administrative Agent is holding in reserve as of the date hereof) in full and final satisfaction of all obligations, liabilities, actions, duties, responsibilities and causes of action arising or occurring in connection with or related to the Incurred Non-Professional Fee Carve Out. Upon the deposit of such \$1 million in the Non-Professional Fee Carve Out Account, Agent, Lenders and Bank Product Providers (and their respective officers, directors, agents and employees and their successors and assigns, collectively, the “Non-Professional Fee Carve Out Releasees”) shall be forever and irrevocably, released and discharged from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that any administrative expense or priority claim holder or any other party at any time had or has, or that its successors and assigns hereafter can or may have against any of the Non-Professional Fee Carve-Out Releasees in connection with or related to the Incurred Non-Professional Fee Carve Out or any other administrative or priority expense claims in the Debtors’ bankruptcy cases, including, without

limitation, any claims covered under the Wage Carve Out (as defined in the Cash Collateral Order).

4. Continuing Obligations. Notwithstanding anything to the contrary contained herein, and in recognition of Administrative Agent's rights to the Retained Cash Collateral (as defined in Section 6 of this Stipulation) and other Collateral as provided for herein, Debtors are not released from, and hereby ratify and confirm their continuing liability to Agents, Lenders and Bank Product Providers for the indefeasible payment and satisfaction in full of the following (collectively, the "Continuing Obligations"):

- a. all obligations of Debtors arising pursuant to or in connection with that certain Letter of Credit bearing no. SM238926W in the face amount of \$16,835,000 issued for the benefit of National Union Fire Insurance Company of Pittsburgh and certain other beneficiaries identified there under (the "Remaining Letter of Credit"), including, without limitation, (i) the obligation to pay Agents and Lenders for amounts paid or payable by Agents and Lenders to the issuer in respect of amounts drawn under that Remaining Letter of Credit , which amounts shall be due and payable to Administrative Agent, without notice or demand, at the option of Administrative Agent immediately upon any such drawing under the Remaining Letter of Credit, (ii) interest (at the interest rate provided for in the DIP Credit Agreement) upon all amounts owed to Agents and Lenders in respect of the Remaining Letter of Credit, which interest shall accrue from the date that notice of the draw is received by the Administrative Agent of any drawing under the Remaining Letter of Credit, and (iii) all charges and expenses (including bank charges and expenses) accrued and accruing in respect of the Remaining Letter of

Credit, which charges and expenses owing to Agents and Lenders shall be payable at the rate set forth in DIP Credit Loan Agreement as in effect immediately prior to the effectiveness of this Stipulation, provided, that, Agents and Lenders shall promptly, and in any event within two (2) Business Days (as defined in the DIP Credit Agreement) after Administrative Agent's receipt of notice of any draw under the Remaining Letter of Credit, apply Retained Cash Collateral (as defined below) to any amounts owing in respect the Remaining Letter of Credit until such Retained Cash Collateral shall have been fully applied prior to seeking repayment from the Debtors in respect of any deficiency;

- b. interest (at the interest rate provided for in the DIP Credit Agreement) upon all amounts owed to Agents and Lenders in respect of the Continuing Obligations (subject to the provisions of Section 4a, above), which interest shall accrue from the date such amount is due under the terms of the Loan Documents as in effect immediately prior to the effectiveness hereof, until Agents and Lenders have received full and final payment thereof in immediately available funds;
- c. all obligations of Debtors to Agents and Lenders under this Stipulation, including, without limitation, the obligations set forth in Section 5 of this Stipulation;
- d. any costs and expenses incurred by Agents, Lenders or Bank Product Providers, including reasonable attorneys' fees and legal expenses in connection with the termination of the Loan Documents, subject to the terms of the DIP Credit Agreement, the other Loan Documents and the Final Order; and
- e. all indemnification obligations and other obligations in favor of Agents, Lenders and Bank Product Providers that, pursuant to the terms of the Financing

Agreements as in effect immediately prior to the effectiveness hereof, survive the termination thereof.

5. Indemnification for Returned Items and Related Expenses. Debtors agree to indemnify Agents, Lenders and Bank Product Providers from any and all loss, cost, damage or expense (including attorneys' fees and legal expenses) which Agents, Lenders and Bank Product Providers may suffer or incur at any time as a result of: (i) any non payment, claim, refund or dishonor of any checks or other similar items which have been credited by Agents, Lenders or Bank Product Providers to the account of any Debtor with Agents, Lenders or Bank Product Providers and (ii) any bookkeeping, accounting or other errors in calculation of any amount to be paid to Agents, Lenders and Bank Product Providers in respect of the Obligations an adjustment thereto, together with any expenses or other charges incident thereto and in addition, Debtors agree to pay Agents, Lenders and Bank Product Providers on demand all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred in connection with herewith and any instruments or documents contemplated hereunder, subject to the terms of the DIP Credit Agreement, the other Loan Documents and the Final Order.

6. Retained Cash Collateral. Without limiting any other rights, liens, claims and interests of Agents and Lenders, Administrative Agent shall retain, and Debtors hereby irrevocably assign, pledge, hypothecate, transfer, set over to Administrative Agent, for itself and on behalf of the Lenders, as additional collateral security for the prompt payment, performance and indefeasible payment in full of all Continuing Obligations, the amount of \$18,525,094 (the "Retained Cash Collateral"), which amount is in the possession of Administrative Agent as of the date hereof. Included in the Retained Cash Collateral Amount is Cash Collateral in an amount equal to 105% of the undrawn face amount of the Remaining Letter of Credit (i.e.,



\$17,676,750, and hereinafter referred to as the "L/C Retained Cash Collateral") in accordance with the terms of the DIP Credit Agreement. Administrative Agent, for itself and on behalf of the Lenders, shall hold such Retained Cash Collateral, without interest, as follows:

- a. Administrative Agent shall use Retained Cash Collateral in excess of the L/C Retained Cash Collateral to pay the outstanding reasonable attorney's fees and expenses of Administrative Agent's and Co-Collateral Agents' undersigned counsel and their respective Delaware co-counsel, the outstanding reasonable fees and expenses of the Administrative Agent's consultant, Carl Marks Advisory Group, and up to \$150,000 to pay the reasonable fees and expenses of counsel for the Revolving Loan B Agent;
- b. in the event that the Remaining Letter of Credit expires by its terms( i.e., on March 31, 2013 the "Expiration Date") without any draws being made thereon, Administrative Agent will return to the Debtors (i) on April 15, 2013 the L/C Retained Cash Collateral, less the sum of (A) any amounts thereof previously applied to Continuing Obligations directly relating to the Remaining Letter of Credit, and (B) \$250,000 of L/C Retained Cash Collateral less any amounts previously applied to Continuing Obligations other than those relating to the Remaining Letter of Credit, and (ii) on July 15<sup>th</sup> 2013 all remaining Retained Cash Collateral, less any amounts previously applied to the Continuing Obligations;
- c. in the event that one or more partial draws are made on the Remaining Letter of Credit prior to the Expiration Date (the date of any such draw, a "Partial L/C Draw Date"), and the aggregate amount of such draws do not result in the

Remaining Letter of Credit being fully and completely drawn prior to Expiration Date then (i) within two (2) Business days following the receipt by the Administrative Agent of notice of any such Partial L/C Draw Date, Administrative Agent, after applying the L/C Retained Cash Collateral to repay any such draw, shall then return to Debtors a portion of the L/C Retained Cash Collateral in an amount equal to five (5%) percent of each such draw; (ii) on April 15, 2013, Administrative Agent, after applying the then remaining L/C Retained Cash Collateral to Continuing Obligations directly relating to the Remaining Letter of Credit, shall then return to Debtors all remaining L/C Retained Cash Collateral less \$250,000, and (iii) on July 15, 2013 all remaining Retained Cash Collateral, less any amounts thereof previously applied to Continuing Obligations. Notwithstanding anything to the contrary set forth in this Section 6c, under no circumstance shall Administrative Agent return to Debtors L/C Retained Cash Collateral in respect of any such draw or upon the Expiration Date of the Remaining Letter of Credit if such return would result in the L/C Retained Cash Collateral being reduced below \$250,000 at any time prior to April 15, 2013;

- d. in the event that the Remaining Letter of Credit is fully and completely drawn down on or prior to the Expiration Date(the "Full L/C Draw Date"), then Administrative Agent shall return to Debtors (i) within two (2) Business Days after the Administrative Agent receives notice of the Full L/C Draw Date the L/C Retained Cash Collateral, less the sum of (A) any amounts thereof (1) previously used to repay any and all draws under the Remaining Letter of Credit and (2) any amounts previously applied to Continuing Obligations directly relating to the

Remaining Letter of Credit, and (B) \$250,000 of Retained Cash Collateral less any amounts previously applied to the Continuing Obligations, and (ii) on the ninetieth (90th) day following the receipt of notice by the Administrative Agent of the Full L/C Draw Date all remaining Retained Cash Collateral, less any amounts thereof previously applied to Continuing Obligations.

Without limiting the rights of Agents and Lenders elsewhere in this Stipulation or under the Loan Documents in respect of the Continuing Obligations, Administrative Agent, for itself and on behalf of Lenders, may immediately apply the Retained Cash Collateral from time to time against the Continuing Obligations when due or owing in accordance with the terms of this Stipulation, and Debtors are and shall remain liable to pay any deficiency on demand; provided, that, only \$250,000 of the L/C Retained Cash Collateral may be applied against Continuing Obligations that do not relate to the Remaining Letter of Credit. For the avoidance of doubt, nothing contained herein or otherwise shall or shall be deemed to release, discharge or in any way terminate any of Agents' and Lenders' liens upon or security interests in any of the Collateral or rights against the Debtors to secure the prompt payment, performance and indefeasible payment in full of all Continuing Obligations; provided, that, upon this Stipulation being approved by the Court, none of Agents or Lenders shall object to the Debtors' use of Cash Collateral that does not constitute Retained Cash Collateral, or the sale, transfer or other disposition of the Collateral that does not constitute Retained Cash Collateral, except in the event that any due or owing Continuing Obligations are not fully secured by the Retained Cash Collateral, in which event, all of Agents' and Lenders' rights under the Loan Documents and the Final Order are fully preserved and in full force and effect.

7. Release. Each Debtor hereby releases, discharges and acquits Agents, Lenders (including, without limitation, Revolving Loan B Lenders) and Bank Product Providers, their respective officers, directors, agents and employees and its and their respective successors and assigns, from all obligations to each Debtor (and its or their respective successors and assigns) and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that any Debtor at any time had or has, or that its successors and assigns hereafter can or may have against Agents, Lenders (including, without limitation, Revolving Loan B Lenders) and Bank Product Providers, their officers, directors, agents or employees and its and their respective successors and assigns, which arise from the beginning of the world to the day and date of this Stipulation, in connection with, arising from or related to the Loan Documents, the Final Order and the transactions contemplated thereunder or approved thereby. For the avoidance of doubt, the releases provided for in this Section 7 do not release the Agents and Lenders from any of their obligations that are specifically provided for in this Stipulation.

8. The Parties hereby acknowledge and agree that Administrative Agent has applied the Applied Renco Cash Collateral with respect to the Obligations including but not limited to cash collateralizing the Remaining Letter of Credit and Administrative Agent shall therefore not return to Renco (or its successors or assigns), and shall not have any obligation, liability or responsibility whatsoever to return to Renco (or its successors or assigns) any portion of the Applied Renco Cash Collateral.

9. Each of Revolving Loan B Agent and Revolving Loan B Lenders hereby acknowledge and agree that, in recognition of Administrative Agent's agreement to utilize up to \$150,000 of the Retained Cash Collateral to pay the reasonable fees and expenses of Revolving

Loan B Agent's undersigned counsel, in addition to utilizing a portion of the Retained Cash Collateral to pay other fees and expenses as set forth in Sec. 6a above and for other good and valuable consideration provided for herein and otherwise, the receipt and sufficiency of which are hereby acknowledged, each of Revolving Loan B Agent and Revolving Loan B Lenders hereby releases discharges and acquits Administrative Agent, Co-Collateral Agents and Revolving Loan A Lenders (as defined in the DIP Credit Agreement) and their respective officers, directors, agents and employees and their respective successors and assigns from all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that Revolving Loan B Agent or any Revolving Loan B Lender at any time had or has, or that its successors and assigns hereafter can or may have against Administrative Agent, Co-Collateral Agents and Revolving Loan A Lenders, their officers, directors, agents or employees and its and their respective successors and assigns, which arise from the beginning of the world to the day and date of this Stipulation, in connection with, arising from or related to the Loan Documents, the Final Order and the transactions contemplated there under or approved thereby. For the avoidance of doubt, the releases provided for in this Section 9 do not release the Administrative Agent, Co-Collateral Agents and Revolving Loan A Lenders from any of their obligations that are specifically provided for in this Stipulation.

10. The Debtors hereby covenant and agree that, upon their undersigned counsel's receipt of executed counterpart signature pages from each of the Parties, Debtors shall immediately arrange to seek the Court's approval of this Stipulation on an expedited basis, as timing is of the essence with respect to the transactions contemplated hereby; provided, however, that if all of the Parties have executed this Stipulation the Agents shall not terminate the cash

collateral use under the Interim Cash Collateral Order unless the Court denies approval of this Stipulation.

11. The Parties acknowledge and agree that this Stipulation is fully and adequately supported by consideration and is fair and reasonable. The Parties further acknowledge and agree that: (i) each party has had the opportunity to consult with, and has in fact consulted with, such professionals, experts, and legal counsel of its choice as such party may have desired with respect to all matters settled and resolved herein; (ii) each party has participated fully in the negotiation and preparation of this Stipulation; and (iii) each party has carefully reviewed this Stipulation and is entering into same freely. Accordingly, this Stipulation shall not be more strictly construed against any Party.

12. The Parties represent that they have read, and been advised by counsel regarding, this Stipulation, that they understand its provisions and legal effect, and that they are voluntarily entering into this Stipulation of their own accord and without duress or coercion by any other party. The Parties further represent that, in executing this Stipulation, they do not rely on any inducements, promises or representations by any other party other than those expressly set forth in this Stipulation.

13. From and after the date hereof, this Stipulation and all of the terms, conditions and provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective employees, agents, representatives, successors, heirs and assigns, including, without limitation, the Debtors, their estates, and any other trustee, responsible person, estate administrator, representative or similar person appointed for a Debtor in a case under any chapter of the Bankruptcy Code.

14. This Stipulation constitutes the entire agreement between the Parties with respect to the subject matter hereof, and except as otherwise expressly provided herein, is not intended to confer upon any other person or entity any rights or remedies hereunder. No representations have been made or relied upon by the parties with respect to the subject matters hereof, except as set forth herein.

15. The Parties represent and warrant to each other that they are authorized to execute this Stipulation; that each has full power and authority to enter into and (subject to Court approval in the case of the Debtors) perform in accordance with the terms of this Stipulation; that this Stipulation is duly executed and delivered and (subject to Court approval in the case of the Debtors) constitutes a valid and binding agreement in accordance with its terms.

16. This Stipulation, and any subsequent modifications hereto, is subject to approval of the Bankruptcy Court.

17. This Stipulation may be executed in any number of counterparts, and each such counterpart is to be deemed an original for all purposes, but all counterparts shall collectively constitute one agreement. Further, electronic signatures or transmissions of an originally signed document by facsimile or Adobe.pdf shall be as fully binding on the Parties as an original document.

18. This Stipulation shall be governed in all respects, including its validity, interpretation and effect, by the Bankruptcy Code and the laws of the State of New York, without giving effect to the principles of conflicts of law thereof. The Parties agree to submit for determination by the Court any disputes as to the interpretation or construction of this Stipulation.

19. This Stipulation cannot be amended, modified or superseded except upon written consent of the Parties hereto.

20. The Bankruptcy Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Stipulation, and all Parties submit to the jurisdiction of the Bankruptcy Court for purposes of implementing and enforcing this Stipulation.

21. All consideration payable to the Debtors under this Agreement are to be paid to the Lenders in accordance with the Final Order.



WILLKIE FARR & GALLAGHER LLP

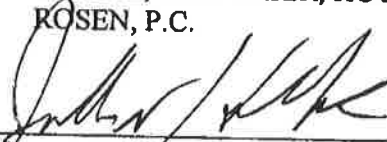


---

Matthew A. Feldman  
Shaunna D. Jones  
787 Seventh Avenue  
New York, New York 10019  
Telephone: (212) 728-8000  
Facsimile: (212) 728-8111

Counsel to the Debtors

OTTERBOURG, STEINDLER, HOUSTON &  
ROSEN, P.C.



---

Jonathan N. Helfat  
Daniel F. Fiorillo  
230 Park Avenue  
New York, New York 10169  
Telephone: (212) 661-9100  
Facsimile: (212) 682-6104

Counsel to Wells Fargo Capital Finance, LLC, in its  
capacity as Administrative Agent and Co-Collateral  
Agent

PAUL HASTINGS LLP

---

Jesse H. Austin, III  
1170 Peachtree Street, N.E.  
Suite 100  
Atlanta, GA 30309  
Telephone: (404) 815-2400  
Facsimile (404) 815-2424

Counsel to General Electric Capital Corporation, in  
its capacity as Co-Collateral Agent

WILLKIE FARR & GALLAGHER LLP

---

Matthew A. Feldman  
Shaunna D. Jones  
787 Seventh Avenue  
New York, New York 10019  
Telephone: (212) 728-8000  
Facsimile: (212) 728-8111

Counsel to the Debtors

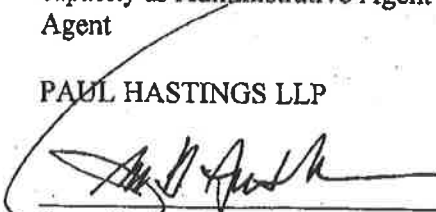
OTTERBOURG, STEINDLER, HOUSTON &  
ROSEN, P.C.

---

Jonathan N. Helfat  
Daniel F. Fiorillo  
230 Park Avenue  
New York, New York 10169  
Telephone: (212) 661-9100  
Facsimile: (212) 682-6104

Counsel to Wells Fargo Capital Finance, LLC, in its  
capacity as Administrative Agent and Co-Collateral  
Agent

PAUL HASTINGS LLP

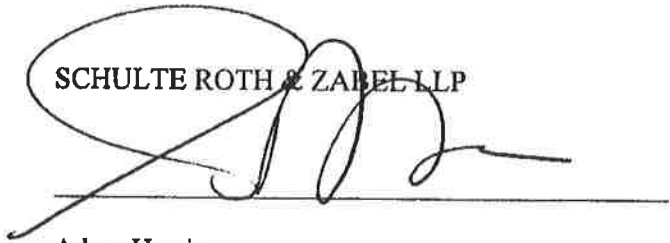


---

Jesse H. Austin, III  
1170 Peachtree Street, N.E.  
Suite 100  
Atlanta, GA 30309  
Telephone: (404) 815-2400  
Facsimile (404) 815-2424

Counsel to General Electric Capital Corporation, in  
its capacity as Co-Collateral Agent

SCHULTE ROTH & ZABEL LLP

A handwritten signature in black ink, appearing to read 'Adam Harris', is written over a horizontal line. The signature is stylized and loops back to the left.

Adam Harris  
919 Third Avenue  
New York, NY 10022  
Telephone: (212) 756.2253  
Facsimile: (212) 593-5955

Counsel for Ableco Finance LLC, in its capacity as  
Revolving Loan B Agent, and each of the  
Revolving Loan B Lenders

SAUL EWING LLP

---

Teresa K.D. Currier  
222 Delaware Avenue, Suite 1200  
Wilmington, DE 19899  
Telephone: (302) 421-6826  
Facsimile: (302) 421-5861

Counsel for the Official Committee of Unsecured  
Creditors

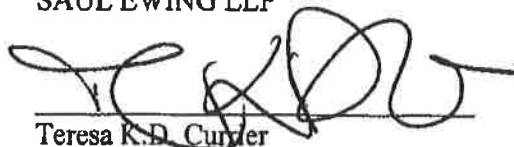
SCHULTE ROTH & ZABEL LLP

---

Adam Harris  
919 Third Avenue  
New York, NY 10022  
Telephone: (212) 756.2253  
Facsimile: (212) 593-5955

Counsel for Ableco Finance LLC, in its capacity as  
Revolving Loan B Agent, and each of the  
Revolving Loan B Lenders

SAUL EWING LLP



Teresa K.D. Currier  
222 Delaware Avenue, Suite 1200  
Wilmington, DE 19899  
Telephone: (302) 421-6826  
Facsimile: (302) 421-5861

Counsel for the Official Committee of Unsecured  
Creditors