

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

IN RE:) Bankruptcy No. 5:03-BK-01802
)
WEIRTON STEEL CORPORATION,) Chapter 11
)
Debtor.) Honorable L. Edward Friend, II
) United States Bankruptcy Judge

**DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION
DATED NOVEMBER 13, 2003**

MCGUIREWOODS LLP

Robert G. Sable, Esquire
Mark E. Freedlander, Esquire
Sally E. Edison, Esquire
James H. Joseph, Esquire
Dominion Tower, 23rd Floor
625 Liberty Avenue
Pittsburgh, PA 15222
Telephone: (412) 667-6000
Facsimile: (412) 667-6050

-and-

BAILEY, RILEY, BUCH & HARMAN, LC

Arch W. Riley, Jr., Esquire
Riley Building
53 – 14th Street, Suite 900
Wheeling, WV 26003-0081
Telephone: (304) 232-6675
Facsimile: (304) 232-9897

Counsel to Weirton Steel Corporation

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS.....	1
1.1 1989 Pollution Control Bonds	1
1.2 1989 Pollution Control Indenture	1
1.3 2004 Senior Note	1
1.4 2004 Senior Note Claim.....	1
1.5 2004 Senior Note Indenture	1
1.6 2005 Senior Note	1
1.7 2005 Senior Note Claim.....	1
1.8 2005 Senior Note Indenture	2
1.9 Administrative Expense Claim	2
1.10 Administrative Bar Date	2
1.11 Allowed Claim or Allowed Interest.....	2
1.12 Assumption Schedule.....	2
1.13 Avoidance Actions.....	2
1.14 Avoidance Action Recoveries.....	2
1.15 Bankruptcy Code	2
1.16 Bankruptcy Court.....	2
1.17 Bankruptcy Rules.....	3
1.18 Business Day.....	3
1.19 Cash.....	3
1.20 Charging Lien	3
1.21 Claim.....	3
1.22 Claimant.....	3
1.23 Claims Agent	3
1.24 Claims Bar Date.....	3
1.25 Claims Register.....	3
1.26 Class.....	3
1.27 Collateral.....	3
1.28 Commission	3
1.29 Common Stock.....	3

TABLE OF CONTENTS
(continued)

	Page
1.30 Confirmation Date	3
1.31 Confirmation Order.....	3
1.32 Consummation Date.....	4
1.33 Court	4
1.34 Creditors' Committee.....	4
1.35 Debtor	4
1.36 Deutsche Bank	4
1.37 Disbursing Agent	4
1.38 Disclosure Statement	4
1.39 Disputed Claim or Disputed Interest.....	4
1.40 Distribution Record Date	4
1.41 Effective Date	4
1.42 ESLGB	4
1.43 ESLGB Guarantee	4
1.44 Equity Interest or Interest.....	4
1.45 Estate.....	5
1.46 Exit Facility.....	5
1.47 Exit Lenders	5
1.48 Final DIP Order.....	5
1.49 Final Order	5
1.50 Fleet.....	5
1.51 General Unsecured Claim	5
1.52 Governmental Unit.....	5
1.53 HSBC	5
1.54 Indentures.....	5
1.55 Indenture Notes.....	5
1.56 Indenture Note Claims	5
1.57 Indenture Trustees.....	5
1.58 Indenture Trustee Fees.....	5
1.59 Insurance Claim	5
1.60 Insurance Policy.....	6

TABLE OF CONTENTS
(continued)

	Page
1.61 Insurer	6
1.62 ISU	6
1.63 J.P. Morgan	6
1.64 Junior Secured Notes	6
1.65 KERP	6
1.66 Law	6
1.67 Lien	6
1.68 Mechanics' Lien Claims	6
1.69 Miscellaneous Secured Claims	6
1.70 New Weirton Common Stock	6
1.71 Petition Date	6
1.72 Person	6
1.73 Plan	7
1.74 Plan Supplement	7
1.75 Postpetition Credit Agreement	7
1.76 Postpetition Facility	7
1.77 Postpetition Lenders	7
1.78 Preferred Stock	7
1.79 Priority Claim	7
1.80 Priority Non-Tax Claim	7
1.81 Priority Tax Claim	7
1.82 Professional	7
1.83 Professional Fee Claim	7
1.84 Pro Rata Share	7
1.85 Reorganization Case	7
1.86 Reorganized Debtor	8
1.87 Reorganized Weirton	8
1.88 Retiree Benefits	8
1.89 Retiree Committee	8
1.90 SCFCU	8
1.91 Schedules	8

TABLE OF CONTENTS
(continued)

	Page
1.92 Section 1114 Termination Claims	8
1.93 Secured 2002 Exchange Indenture.....	8
1.94 Secured 2002 Exchange Notes.....	8
1.95 Secured 2002 Exchange Noteholder.....	8
1.96 Secured Claim.....	8
1.97 Secured Pollution Control Bonds.....	8
1.98 Secured Pollution Control Indenture	8
1.99 Secured Tax Claim.....	9
1.100 Securities Claim.....	9
1.101 Tax Code.....	9
1.102 Unsecured Claim.....	9
1.103 Undefined Terms	9
1.104 VEBA.....	9
1.105 VEBA Documents	9
1.106 Warrants.....	9
1.107 Weirton	9
1.108 INTERPRETATION; APPLICATION OF DEFINITIONS AND RULES OF CONSTRUCTION.....	9
ARTICLE II TREATMENT OF UNCLASSIFIED CLAIMS	9
2.1 Non-classification	9
2.2 Administrative Expense Claims.....	10
2.3 Bar Date For Administrative Expense Claims.....	10
2.4 Professional Fee Claims.....	10
2.5 Postpetition Lenders' Claims.....	11
2.6 U.S. Trustee	11
2.7 Priority Tax Claims.....	11
ARTICLE III CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS	12
3.1 Classes.....	12
ARTICLE IV TREATMENT OF CLAIMS AND EQUITY INTERESTS	12
4.1 Class 1: Priority Non-Tax Claims.....	12
4.2 Class 2: Secured Tax Claims	13

TABLE OF CONTENTS
(continued)

		Page
4.3	Class 3: Mechanics' Lien Claims	13
4.4	Class 4: Miscellaneous Secured Claims	13
4.5	Class 5: Secured 2002 Exchange Note and Secured Pollution Control Bond Claims.	14
4.6	Class 6: General Unsecured Claims.....	16
4.7	Class 7: Section 1114 Termination Claims.....	17
4.8	Class 8: Preferred Stock Interests.....	18
4.9	Class 9: Common Stock Interests	19
4.10	Class 10: Securities Claims.....	19
ARTICLE V	PROVISIONS REGARDING VOTING AND DISTRIBUTIONS UNDER THE PLAN AND TREATMENT OF DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS.....	19
5.1	Voting of Claims.....	19
5.2	Method of Distributions Under the Plan.....	19
5.3	Disputed Claims.....	23
5.4	Objections to and Resolution of Claims	24
ARTICLE VI	EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....	25
6.1	Assumption or Rejection of Executory Contracts and Unexpired Leases.....	25
6.2	Continuation of Officer, Director and Employee Indemnification.....	26
6.3	Compensation and Benefit Plans	27
ARTICLE VII	IMPLEMENTATION OF THE PLAN	27
7.1	Waiver of Subordination.....	27
7.2	Release of Liens.....	27
7.3	Authorization and Issuance of Stock	28
7.4	Authorization of Exit Facility	28
7.5	Authorization of ESLGB Guarantee.....	28
7.6	Authorization of VEBA Documents.....	28
7.7	Authorization of Junior Secured Notes and Attached Warrants.....	28
7.8	Management Incentive Plan.....	28
7.9	Plan Supplement Documents	29
7.10	Cancellation of Existing Securities and Agreements.....	29
7.11	U.S. Trustee	29

TABLE OF CONTENTS
(continued)

	Page
ARTICLE VIII PROVISIONS REGARDING CORPORATE GOVERNANCE AND MANAGEMENT OF THE REORGANIZED DEBTOR	29
8.1 General.....	29
8.2 Directors and Officers of the Reorganized Debtor	29
8.3 Amended and Restated By-laws and Certificate of Incorporation	30
8.4 Issuance of New Securities and Junior Secured Note and Attached Warrants.....	30
ARTICLE IX EFFECT OF CONFIRMATION OF THE PLAN	30
9.1 Term of Bankruptcy Injunction or Stays	30
9.2 Vesting of Assets	30
9.3 Claims Preserved	31
9.4 Discharge of Debtor.....	31
9.5 Discharge of Claims and Termination of Equity Interests.....	31
9.6 Release of Officers and Directors of the Debtor.....	32
9.7 Injunction	32
9.8 Injunction Against Interference with Plan	32
9.9 Continuing Obligations Under Insurance Policies.....	33
ARTICLE X EFFECTIVENESS OF THE PLAN	33
10.1 Conditions Precedent to Effectiveness.....	33
10.2 Effect of Failure of Conditions	34
10.3 Waiver of Conditions/Consummation	34
ARTICLE XI RETENTION OF JURISDICTION	34
ARTICLE XII MISCELLANEOUS PROVISIONS.....	36
12.1 Effectuating Documents and Further Transactions.....	36
12.2 Proof of Claim.....	36
12.3 Record Date	36
12.4 Corporate Action.....	36
12.5 Exemption From Transfer Taxes	36
12.6 Bankruptcy Court Approved Payments.	37
12.7 Cram Down.....	37
12.8 Confirmation Order.....	37

TABLE OF CONTENTS
(continued)

	Page
12.9 Time	37
12.10 Exculpation	37
12.11 Termination of the Committees	37
12.12 Post-Effective Date Fees and Expenses	37
12.13 Amendment or Modification of the Plan	38
12.14 Substantial Consummation	38
12.15 Severability	38
12.16 Revocation, Withdrawal or Amendment of the Plan	38
12.17 Binding Effect	38
12.18 Notices	38
12.19 Governing Law	40
12.20 Withholding and Reporting Requirements	40
12.21 Allocation of Plan Distributions Between Principal and Interest	40
12.22 Headings	40
12.23 Plan Supplement and Assumption Schedule	41

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

IN RE:) Bankruptcy No. 5:03-BK-01802
)
WEIRTON STEEL CORPORATION,) Chapter 11
)
Debtor.) Honorable L. Edward Friend, II
) United States Bankruptcy Judge
)
)
)

**DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION
DATED NOVEMBER 13, 2003**

Weirton Steel Corporation proposes the following plan of reorganization under section 1121(a) of title 11 of the United States Code:

ARTICLE I
DEFINITIONS

The following terms, when used herein, shall have the following meanings unless the context otherwise indicates (such meanings to be equally applicable to both the singular and plural):

1.1 1989 Pollution Control Bonds. The 8 5/8% Pollution Control Bonds due 2014, issued pursuant to and governed by the 1989 Pollution Control Indenture.

1.2 1989 Pollution Control Indenture. That certain Indenture of Trust dated as of November 1, 1989, together with the First Supplemental Indenture dated as of April 29, 2002, between HSBC and Weirton respecting the issuance of the 1989 Pollution Control Bonds.

1.3 2004 Senior Note. Means the Debtor's 11 3/8% Senior Notes Due 2004 in the original aggregate amount of \$125,000,000, issued pursuant to and governed by the 2004 Senior Note Indenture.

1.4 2004 Senior Note Claim. Means any Claim evidenced by or arising out of the 2004 Senior Notes, except for any Claims of Deutsche Bank, as Indenture Trustee, pursuant to section 5.6 of the 2004 Senior Note Indenture which are treated as Administrative Claims.

1.5 2004 Senior Note Indenture. Means that certain Indenture between Weirton and Bankers Trust Company, as Trustee, dated as of July 3, 1996 respecting the issuance of 11 3/8% Senior Notes Due 2004 in the amount of \$125,000,000.

1.6 2005 Senior Note. Means the Debtor's 10 3/4% Senior Notes Due 2005 in the original aggregate amount of \$125,000,000, issued pursuant to and governed by the 2005 Senior Note Indenture.

1.7 2005 Senior Note Claim. Means any Claim evidenced by or arising out of the 2005 Senior Notes, except for any Claims of Deutsche Bank, as Indenture Trustee, pursuant to section 5.6 of the 2005 Senior Note Indenture which are treated as Administrative Claims.

1.8 2005 Senior Note Indenture. Means that certain Indenture between Weirton and Bankers Trust Company, as Trustee, dated as of June 12, 1995 respecting the issuance of 10 ³/₄% Senior Notes Due 2005 in the amount of \$125,000,000.

1.9 Administrative Expense Claim. A Claim under section 503(b) of the Bankruptcy Code entitled to priority under section 507(a)(1), including, without limitation, any actual and necessary costs and expenses of preserving the Estate or administering this Reorganization Case as authorized by a Final Order; any actual and necessary costs and expenses incurred in the ordinary course of the Debtor's business; fees and expenses of Professionals under sections 328, 330, 331 or 503 of the Bankruptcy Code; and all fees and charges assessed against the Estate pursuant to 28 U.S.C. § 1930.

1.10 Administrative Bar Date. The date that is forty-five (45) days after the Effective Date.

1.11 Allowed Claim or Allowed Interest. As pertaining to any Claim or Interest, respectively, against the Debtor:

(A) to the extent that the filing of a proof of claim or interest is required, and a proof of claim or interest was:

(i) timely filed on or before the Claims Bar Date; or

(ii) deemed timely filed pursuant to section 1111(a) of the Bankruptcy Code or by reason of a Final Order; and

(B) it is not disputed, or is not a Disputed Claim or Interest; and

(C) it is allowed pursuant to section 502 of the Bankruptcy Code by a Final Order of the Bankruptcy Court or other court of competent jurisdiction or by stipulation; or

(D) it is allowed by operation of this Plan.

1.12 Assumption Schedule. The schedule of executory contracts and unexpired leases to be assumed pursuant to Section 6.1(A) hereof, as the same may be amended through the Effective Date.

1.13 Avoidance Actions. The assertion and/or exercise of all avoiding powers, all rights and remedies under, relating to, or similar to Bankruptcy Code sections 544, 545, 547, 548, 549, 550, 551 553, or any state-created fraudulent conveyance, fraudulent transfer or preference Laws, subject, however, to the right of Reorganized Weirton to designate certain critical vendors, at the reasonable discretion of Reorganized Weirton, who shall not be subject to Avoidance Actions.

1.14 Avoidance Action Recoveries. The proceeds realized from Avoidance Actions net of collection costs and expenses.

1.15 Bankruptcy Code. The Bankruptcy Reform Act of 1978, as amended, title 11 of the United States Code.

1.16 Bankruptcy Court. The United States Bankruptcy Court for the Northern District of West Virginia, the Court having jurisdiction over this Reorganization Case.

1.17 Bankruptcy Rules. The Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under 28 U.S.C. § 2075 and the local rules of the Bankruptcy Court applicable in this Reorganization Case.

1.18 Business Day. Any day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York are required or authorized to close by Law or executive order.

1.19 Cash. Lawful currency of the United States of America (including cashier's checks drawn on a bank insured by the Federal Deposit Insurance Corporation, certified checks, money order, and wire transfers).

1.20 Charging Lien. Any Lien or other priority in payment arising prior to the Effective Date to which any of the Indenture Trustees is entitled, pursuant to the applicable Indenture, against distributions to be made to holders of Indenture Note Claims for payment of any Indenture Trustee Fees.

1.21 Claim. A Claim has the meaning set forth in section 101(5) of the Bankruptcy Code.

1.22 Claimant. The holder of a Claim.

1.23 Claims Agent. Donlin, Recano & Company, Inc., the Professional appointed to maintain a Claims Register and interest register in this Reorganization Case.

1.24 Claims Bar Date. The bar dates established by the Bankruptcy Court for the filing of proofs of claim or interest (other than for Administrative Expense Claims), as follows: (i) November 17, 2003, for a Governmental Unit; and (ii) October 20, 2003, for all other holders of Claims and Equity Interests.

1.25 Claims Register. The list maintained by the Claims Agent listing all claims as scheduled and/or filed in the Reorganization Case.

1.26 Class. A category of persons holding Claims or Equity Interests that are substantially similar in nature to the Claims or Equity Interests of other holders in such Class, as designated in Article III of this Plan.

1.27 Collateral. Any property or interest in property of the Estate subject to a Lien, charge or other encumbrance to secure the payment or performance of a Claim, which Lien, charge or other encumbrance is not subject to avoidance under the Bankruptcy Code.

1.28 Commission. West Virginia Workers' Compensation Commission.

1.29 Common Stock. Common stock of the Debtor authorized to be issued as of the Petition Date pursuant to the Debtor's certificate of incorporation.

1.30 Confirmation Date. The date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket.

1.31 Confirmation Order. The Order of Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.32 Consummation Date. The first Business Day on which distributions are made by the Reorganized Debtor pursuant to the terms of a confirmed Plan, which will occur on the Effective Date, or as soon thereafter as practicable.

1.33 Court. The United States Bankruptcy Court for the Northern District of West Virginia, having jurisdiction over the Reorganization Case, and to the extent of any reference under 28 U.S.C. § 157, the unit of such District Court under 28 U.S.C. § 151.

1.34 Creditors' Committee. The Official Committee of Unsecured Creditors appointed by the U.S. Trustee in this Reorganization Case pursuant to section 1102(a)(1) of the Bankruptcy Code, as the same has been or may be modified by the addition or removal of members from time to time.

1.35 Debtor. Weirton Steel Corporation.

1.36 Deutsche Bank. Deutsche Bank Trust Company Americas, as successor indenture trustee under the Indenture for the 10 3/4% Senior Notes Due 2005 and the Indenture for the 11 3/8% Senior Notes Due 2004.

1.37 Disbursing Agent. Any entity designated by the Reorganized Debtor (including the Reorganized Debtor if it acts in such capacity) in its capacity as disbursing agent.

1.38 Disclosure Statement. The disclosure statement as the same may be amended, relating to the Plan, including, without limitation, all exhibits and schedules thereto, in the form approved by the Court pursuant to section 1125 of the Bankruptcy Code, and by Order of Court dated November [___], 2003.

1.39 Disputed Claim or Disputed Interest. As to a Claim or Interest, any such Claim or Interest that is not an Allowed Claim or an Allowed Interest as of the relevant date or that is the subject of an objection filed pursuant to this Plan or otherwise.

1.40 Distribution Record Date. The Date that is five (5) Business Days from and after the Confirmation Date.

1.41 Effective Date. The first Business Day on or after the Confirmation Date specified by the Debtor on which (i) no stay of the Confirmation Order is in effect and (ii) all conditions precedent to the effectiveness of the Plan specified in section 10.1 hereof have been satisfied or waived.

1.42 ESLGB. Emergency Steel Loan Guarantee Board.

1.43 ESLGB Guarantee. The guarantee by the ESLGB of Reorganized Weirton's obligations with respect to \$145 million of the term debt piece of the Exit Facility, which guarantee has been conditionally approved by the ESLGB.

1.44 Equity Interest or Interest. The rights and interests of the holder of any equity security, including options or warrants to purchase equity securities, stock appreciation rights or other rights to purchase or deliver in exchange for equity securities, with respect to the Debtor, and including the Debtor's common stock and convertible and other preferred stock, options or warrants to purchase or otherwise acquire the same, and claims arising out of purchases and sales of the same, and including rights under voting rights agreements, registration rights agreements and similar agreements.

1.45 Estate. The bankruptcy estate of Weirton Steel Corporation created in this Reorganization Case pursuant to section 541 of the Bankruptcy Code.

1.46 Exit Facility. The senior secured revolving credit and term debt facility to be obtained by the Reorganized Debtor from the Exit Lenders in accordance with the provisions of this Plan.

1.47 Exit Lenders. Fleet Capital Corporation, as lender and agent in connection with the Exit Facility, together with a syndicate of revolving and term debt lenders.

1.48 Final DIP Order. That certain order of the Bankruptcy Court dated June 16, 2003, Authorizing Debtor to Obtain Postpetition Secured and Superpriority Financing, Modifying Cash Collateral Order and Granting Related Relief.

1.49 Final Order. Order or judgment of a court as entered on the docket that (i) has not been reversed, stayed, modified or amended, and as to which the time to appeal from or seek review or rehearing of, shall have expired, and as to which no appeal, petition for review, rehearing or certiorari is pending, or (ii) if appealed from, has been affirmed (or the appeal dismissed) and the time to appeal from such affirmation or to seek review or rehearing thereof has expired, or no further hearing, appeal or petition for certiorari can be taken or granted.

1.50 Fleet. Fleet Capital Corporation, as Agent and lender under the Postpetition Credit Agreement.

1.51 General Unsecured Claim. An Unsecured Claim that is not a Section 1114 Termination Claim.

1.52 Governmental Unit. Governmental Unit has the meaning set forth in section 101(27) of the Bankruptcy Code.

1.53 HSBC. HSBC Bank USA, as successor indenture trustee under the 1989 Pollution Control Indenture.

1.54 Indentures. The 2004 Senior Note Indenture, 2005 Senior Note Indenture, 1989 Pollution Control Indenture, Secured 2002 Exchange Indenture, and Secured Pollution Control Indenture, collectively.

1.55 Indenture Notes. The Secured 2002 Exchange Notes, Secured 2002 Pollution Control Bonds, 2004 Senior Notes, 2005 Senior Notes and 1989 Pollution Control Bonds, collectively.

1.56 Indenture Note Claims. Any Claim arising from the Indenture Notes.

1.57 Indenture Trustees. HSBC, Deutsche Bank and J.P. Morgan.

1.58 Indenture Trustee Fees. Any reasonable compensation, fees, indemnity claims and reasonable documented out-of-pocket costs and expenses incurred by the Indenture Trustee under the Indenture whether prior to or after the Petition Date and whether to or after consummation of the Plan. Such amounts shall include, without limitation, the reasonable documented out-of-pocket costs and expenses and reasonable fees of legal counsel and agents to the Indenture Trustee.

1.59 Insurance Claim. Any claim against the Debtor to the extent it may be covered and payable under any Insurance Policy of the Debtor including workers' compensation claims, which are not

self-insured; provided, however, all Insurance Claims shall be considered Disputed Claims until such time as any such Insurance Claim becomes an Allowed Claim.

1.60 Insurance Policy. Any policy of insurance and agreements relating thereto covering any of the Debtor or that may be available to provide coverage for claims against the Debtor.

1.61 Insurer. Any entity that has issued an Insurance Policy to the Debtor.

1.62 ISU. Independent Steelworkers Union.

1.63 J.P. Morgan. J.P. Morgan Trust Company, N.A., as indenture trustee under the Secured 2002 Exchange Indenture and the Secured Pollution Control Indenture.

1.64 Junior Secured Notes. The notes to be issued in the aggregate principal amount of \$35,000,000 to holders of Secured 2002 Exchange Notes and Secured Pollution Control Bonds on account of their Allowed Secured Claims, as described in Section 4.5 of the Plan.

1.65 KERF. The Key Employee Retention Plan that was approved by the Bankruptcy Court by order dated August 7, 2003, as subsequently modified by Order of the Bankruptcy Court dated August 25, 2003.

1.66 Law. Any law, rule, regulation, order, decree or other requirement having the force of law and, where applicable, any interpretation thereof by an authority having jurisdiction with respect thereto or charged with the administration thereof.

1.67 Lien. A judicial lien as defined in section 101(36) of the Bankruptcy Code; a lien as defined in section 101(37) of the Bankruptcy Code; a security interest as defined in section 101(51) of the Bankruptcy Code; a statutory lien defined in section 101(53) of the Bankruptcy Code; and any other lien, interest, charge or encumbrance, except a Lien that has been avoided in accordance with any of sections 544 through and including 554 of the Bankruptcy Code.

1.68 Mechanics' Lien Claims. Any Secured Claim asserted pursuant to applicable nonbankruptcy Law, including, but not limited to, Article 2 of Chapter 38 of the West Virginia Code, resulting from amounts alleged to be due by the Debtor to the Claimant prior to the Petition Date for the erection, building, construction, alteration, removal or repair of any building or any other structure or other improvement appurtenant to any such building or other structure, or the alteration or improvement of the real property on which the same stands, or to which the same may have been removed, or for services for any of the foregoing.

1.69 Miscellaneous Secured Claims. Secured Claims against the Debtor other than the Secured 2002 Exchange Note Claims, Secured Pollution Control Bond Claims, Mechanics' Liens Claims and Secured Tax Claims.

1.70 New Weirton Common Stock. The common stock of Reorganized Weirton, par value \$0.01 per share, to be authorized under the Amended and Restated Certificate of Incorporation of Reorganized Weirton.

1.71 Petition Date. May 19, 2003, the date on which the Debtor filed its Reorganization Case with the Court under chapter 11 of the Bankruptcy Code.

1.72 Person. Person has the meaning set forth in section 101(41) of the Bankruptcy Code.

1.73 Plan. The Debtor's First Amended Plan of Reorganization dated November 13, 2003, as the same may be amended, modified or supplemented from time to time, and including the Plan Supplement.

1.74 Plan Supplement. The Plan Supplement as defined in Article VII hereof.

1.75 Postpetition Credit Agreement. The \$225 million Debtor-In-Possession Loan and Security Agreement between the Debtor and the Postpetition Lenders dated as of May 20, 2003, as amended from time to time with Court approval, which agreement was approved by the Final DIP Order.

1.76 Postpetition Facility. The debtor-in-possession credit facility under the Postpetition Credit Agreement originally consisting of (i) a revolving loan of up to \$200 million and (ii) a term loan of \$25 million, which was approved by the Final DIP Order.

1.77 Postpetition Lenders. Fleet, Manchester Securities Corp., Foothill Capital Corporation n/k/a Wells Fargo Foothill, Inc., The CIT Group/Business Credit, Inc., GMAC Commercial Finance, LLC, and Transamerica Business Capital Corporation, each in their capacity as lenders in connection with the Postpetition Facility.

1.78 Preferred Stock. All preferred stock of the Debtor authorized to be issued as of the Petition Date pursuant to the Debtor's certificate of incorporation.

1.79 Priority Claim. Claim or portion thereof that is entitled to priority status under sections 507(a)(2) through (9) of the Bankruptcy Code.

1.80 Priority Non-Tax Claim. Any Claim against the Debtor entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code, other than an Administrative Expense Claim or a Priority Tax Claim.

1.81 Priority Tax Claim. Any Claim of a Governmental Unit against the Debtor of the kind entitled to priority in payment under section 507(a)(8) of the Bankruptcy Code, other than Secured Tax Claims, but including any Claim asserted by the Commission that is determined to be entitled to priority status under section 507(a)(8) of the Bankruptcy Code.

1.82 Professional. Any Person (a) employed pursuant to a specific order of the Bankruptcy Court or general order of the Bankruptcy Court relating to ordinary course of business retentions, in accordance with sections 327, 328 or 1103 of the Bankruptcy Code, or (b) for whom compensation and reimbursement is allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

1.83 Professional Fee Claim. A Claim for compensation, indemnification or reimbursement of expenses pursuant to sections 327, 328, 330, 331 or 503(b) of the Bankruptcy Code in connection with the Reorganization Case.

1.84 Pro Rata Share. A proportionate share, so that the ratio for consideration distributed on account of an Allowed Claim in a Class to the amount of such Allowed Claim is the same as the ratio of the amount of the consideration distributed on account of all Allowed Claims in such Class to the amount of all Allowed Claims in such Class.

1.85 Reorganization Case. The case for the reorganization of the Debtor commenced by a voluntary petition under chapter 11 of title 11 of the United States Code, on May 19, 2003, and now pending in this Court and captioned "*In re Weirton Steel Corporation*, Ch. 11 Case No. 5:03-BK-01802".

1.86 Reorganized Debtor. The Debtor, as reorganized pursuant to the Plan, on and after the Effective Date.

1.87 Reorganized Weirton. Weirton, as reorganized pursuant to the Plan on and after the Effective Date.

1.88 Retiree Benefits. Payments to a Person for the purpose of providing or reimbursing payments for retired employees of the Debtor and of any other entities as to which the Debtor is obligated to provide retiree benefits and the eligible spouses and eligible dependents of such retired employees, for, among other things, life insurance, medical, surgical or hospital care benefits, or in the event of death of a retiree under any plan, fund or program (through the purchase of insurance or otherwise) maintained or established by the Debtor prior to the Petition Date, as such plan, fund or program was then in effect, or as heretofore or hereafter amended and including all Retiree Benefits as defined by section 1114 of the Bankruptcy Code.

1.89 Retiree Committee. The official committee of exempt salaried retirees appointed in the Reorganization Case pursuant to section 1114(d) of the Bankruptcy Code by Order of the Bankruptcy Court dated August 4, 2003.

1.90 SCFCU. Steelworks Community Federal Credit Union.

1.91 Schedules. The schedules of assets and liabilities filed by the Debtor with the Bankruptcy Court in accordance with the Bankruptcy Rules, as such schedules have been or may be supplemented or amended through the Confirmation Date.

1.92 Section 1114 Termination Claims. Claims for Retiree Benefits arising out of the Debtor's modification of Retiree Benefits pursuant to section 1114 of the Bankruptcy Code.

1.93 Secured 2002 Exchange Indenture. That certain trust indenture dated as of June 18, 2002, between Weirton and J.P. Morgan Trust Company, N.A. for the benefit of the Secured 2002 Exchange Noteholders.

1.94 Secured 2002 Exchange Notes. \$118,242,300 in principal amount of 10% senior secured notes due 2008 pursuant to the Secured 2002 Exchange Indenture.

1.95 Secured 2002 Exchange Noteholder. Holder of a Secured 2002 Exchange Note.

1.96 Secured Claim. A Claim, including interest, fees, costs and other charges to the extent provided for pursuant to section 506(b) of the Bankruptcy Code, that is secured by a valid, perfected lien as defined under section 101(37) of the Bankruptcy Code on property of the Debtor equal to the value of such secured creditor's interest in the Debtor's interest in such property as provided for under section 506(a) of the Bankruptcy Code.

1.97 Secured Pollution Control Bonds. \$27.3 million in principal amount of Series 2002 Secured Pollution Control Revenue Refunding Bonds issued pursuant to the Secured Pollution Control Indenture.

1.98 Secured Pollution Control Indenture. That certain trust indenture dated as of June 18, 2002, between Weirton and J.P. Morgan Trust Company, N.A. for the benefit of the holders of Secured Pollution Control Bonds.

1.99 Secured Tax Claim. A Secured Claim owed on account of taxes due and payable prior to the Petition Date.

1.100 Securities Claim. A Claim against the Debtor that is subject to subordination under section 510(b) of the Bankruptcy Code.

1.101 Tax Code. The Internal Revenue Code of 1986, title 26 of the United States Code, as amended.

1.102 Unsecured Claim. A Claim that is unsecured and neither an Administrative Claim, a Priority Claim nor a Secured Claim.

1.103 Undefined Terms. A term used in the Plan, whether or not capitalized, that is not defined in the Plan, but that is used or defined in the Bankruptcy Code, Bankruptcy Rules or the Disclosure Statement has the meaning used or defined in the Bankruptcy Code, the Bankruptcy Rules, or the Disclosure Statement, in that order.

1.104 VEBA. Voluntary Employees' Beneficiary Association created for the benefit of holders of Section 1114 Termination Claims pursuant to Section 4.7 of the Plan.

1.105 VEBA Documents. The documents that will create and govern the maintenance and operation of the VEBA.

1.106 Warrants. The warrants attached to the Junior Secured Notes in accordance with the terms of Section 4.5 of the Plan.

1.107 Weirton. Weirton Steel Corporation.

1.108 INTERPRETATION; APPLICATION OF DEFINITIONS AND RULES OF CONSTRUCTION. Unless the context of this Plan clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to Person include such Person's successors and assigns, (iii) references to one gender include all genders; (iv) "including" is not limiting; (v) "or" has the inclusive meaning represented by the phrase "and/or"; (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Plan refer to this Plan as a whole and not to any particular provision of this Plan; (vii) section and clause references are to this Plan unless otherwise specified; (viii) reference to any agreement (including this Plan), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; and (ix) general or specific references to any Law mean such Law as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time.

ARTICLE II

TREATMENT OF UNCLASSIFIED CLAIMS

2.1 Non-classification.

As provided in section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims against the Debtor are not classified for the purposes of voting on or receiving distributions under the Plan. All such claims are instead treated separately on terms set forth in this Article II.

2.2 Administrative Expense Claims.

Except to the extent that any entity entitled to payment of any Allowed Administrative Expense Claim agrees, in writing, to a less favorable treatment or has been paid by Weirton prior to the Effective Date, and except as specifically set forth herein to the contrary, each holder of an Allowed Administrative Expense Claim shall receive, in full and complete settlement, discharge and satisfaction of its Allowed Administrative Expense Claim, Cash in an amount equal to such Allowed Administrative Expense Claim on the later of the Effective Date and the date on which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is practicable; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred by Weirton in the ordinary course of business as a debtor-in-possession, or liabilities arising under advances to or other obligations incurred by Weirton as a debtor-in-possession shall be paid in full and performed by Reorganized Weirton in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing or other documents relating to such transactions.

2.3 Bar Date For Administrative Expense Claims.

PROOFS OF ADMINISTRATIVE EXPENSE CLAIMS AND REQUESTS FOR PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS THAT HAVE ARISEN ON OR AFTER THE PETITION DATE MUST BE FILED AND SERVED PURSUANT TO THE PROCEDURES SET FORTH IN THE CONFIRMATION ORDER OR NOTICE OF ENTRY OF CONFIRMATION ORDER, NO LATER THAN FORTY-FIVE (45) DAYS AFTER THE EFFECTIVE DATE, WHICH DATE SHALL BE THE ADMINISTRATIVE BAR DATE. Notwithstanding anything to the contrary herein, no proof of Administrative Expense Claim or application for payment of an Administrative Expense Claim need be filed for the allowance of any: (i) expense or liability incurred in the ordinary course of the Reorganized Debtor's businesses on or after the Effective Date; (ii) Administrative Expense Claim held by a trade vendor, which administrative liability was incurred in the ordinary course of business of the Debtor and such creditor after the Petition Date; (iii) Professional Fee Claims; or (iv) fees of the U.S. Trustee arising under 28 U.S.C. § 1930. All Claims described in clause (i), (ii) and (iv) of the immediately preceding sentence shall be paid by the Reorganized Debtor in the ordinary course of business. Professional Fee Claims shall be paid as provided in Section 2.4 hereunder.

Any Persons that fail to file a proof of Administrative Expense Claim or request for payment thereof on or before the Administrative Bar Date as required herein shall be forever barred from asserting such Claim against any of the Debtor, the Estate, the Reorganized Debtor or its property and the holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset or recover such Administrative Expense Claim.

2.4 Professional Fee Claims.

All Persons seeking an award by the Bankruptcy Court of a Professional Fee Claim, or of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code: (a) shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred through the Confirmation Date within forty five (45) days after the Confirmation Date; and (b) if granted, such an award by the Bankruptcy Court, shall be paid in full in such amounts as are allowed by the Bankruptcy Court (i) on the later of the Effective Date or the date such Professional Fee Claim becomes an Allowed Professional Fee Claim, or as soon thereafter as practicable, (ii) upon such other terms as may be mutually agreed upon between such holder of an Allowed Professional Fee Claim and Weirton, or, on and after the Effective Date, Reorganized Weirton, or (iii) in

accordance with the administrative procedures order entered by the Bankruptcy Court. All Professional Fee Claims for services rendered in connection with the Bankruptcy Case and the Plan after the Confirmation Date, excluding Professional Fee Claims incurred in connection with the Creditors' Committee's prosecution of Avoidance Actions, shall be paid by Reorganized Weirton upon receipt of an invoice therefor, or on such other terms and conditions as Reorganized Weirton may agree, without the need for further Bankruptcy Court authorization or entry of a Final Order.

2.5 Postpetition Lenders' Claims.

Unless otherwise agreed by the Postpetition Lenders, in writing, the Administrative Claims of the Postpetition Lenders (as well as the allowed secured and superpriority claims granted to the Postpetition Lenders under the Postpetition Credit Agreement) and Weirton's obligations under or evidenced by the Postpetition Credit Agreement, will be paid in Cash and fully and finally satisfied on the Effective Date.

2.6 U.S. Trustee.

Pursuant to 28 U.S.C. § 1930(a)(6), a reorganized debtor is obligated to continue paying statutory quarterly fees to the U.S. Trustee post confirmation of a plan of reorganization until the case is closed, dismissed or converted. Reorganized Weirton will continue to be responsible for making such statutory quarterly payments and submitting appropriate financial reports to the U.S. Trustee until the Bankruptcy Case is closed.

2.7 Priority Tax Claims.

Except to the extent that a holder of an Allowed Priority Tax Claim has been paid by Weirton prior to the Effective Date or agrees, in writing, to a different treatment, each holder of an Allowed Priority Tax Claim shall receive, in full settlement, discharge and satisfaction of its Allowed Priority Tax Claim, at the sole option of Reorganized Weirton, (a) Cash in an amount equal to such Allowed Priority Tax Claim on the later of the Effective Date and the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as is practicable, (b) equal annual Cash payments in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at a fixed annual rate equal to 5.5% through the sixth anniversary date of assessment of such Allowed Priority Tax Claim or (c) upon such other terms determined by the Bankruptcy Court to provide the holder of such Allowed Priority Tax Claim deferred cash payments having a value, as of the Effective Date, equal to such Allowed Priority Tax Claim.

ARTICLE III
CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

3.1 Classes.

The following table designates the Classes of Claims against and Equity Interests in the Debtor, and specifies which Classes are (i) impaired or unimpaired by the Plan, (ii) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code and (iii) deemed to accept or reject the Plan.

<i>Class</i>	<i>Designation</i>	<i>Impairment</i>	<i>Entitled to Vote</i>
Class 1	Priority Non-Tax Claims	Unimpaired	No (deemed to accept)
Class 2	Secured Tax Claims	Unimpaired	No (deemed to accept)
Class 3	Mechanics' Lien Claims	Unimpaired	No (deemed to accept)
Class 4	Miscellaneous Secured Claims	Unimpaired	No (deemed to accept)
Class 5	Secured 2002 Exchange Note and Secured Pollution Control Bond Claims	Impaired	Yes
Class 6	General Unsecured Claims	Impaired	Yes
Class 7	Section 1114 Termination Claims	Impaired	Yes
Class 8	Preferred Stock Interests	Impaired	No (deemed to reject)
Class 9	Common Stock Interests	Impaired	No (deemed to reject)
Class 10	Securities Claims	Impaired	No (deemed to reject)

3.2

ARTICLE IV
TREATMENT OF CLAIMS AND EQUITY INTERESTS

In full and complete satisfaction of the Allowed Claims and Allowed Interests classified under Article III, the holders of such Allowed Claims and Allowed Interests will receive the treatment set forth below.

4.1 Class 1: Priority Non-Tax Claims.

Distribution: Except to the extent that a holder of an Allowed Class 1 Claim has been paid by Weirton prior to the Effective Date or agrees, in writing, to a different treatment, each holder of an Allowed Class 1 Claim as of the Record Date shall receive, on the later of (i) the Effective Date, (ii) the date on which such Class 1 Claim becomes an Allowed Class 1 Claim, or (iii) the date on which such Allowed Class 1 Claim becomes due and owing in the ordinary course of Weirton's business, in full and complete settlement, discharge and satisfaction of its Allowed Class 1 Claim, Cash in an amount equal to such Allowed Class 1 Claim, or such other treatment that will not impair the holder of such Allowed Class 1 Claim in accordance with section 1124 of the Bankruptcy Code.

Class 1 is unimpaired under the Plan. Each holder of an Allowed Class 1 Claim is conclusively presumed to have accepted the Plan, and, consequently, is not entitled to vote to accept or reject the Plan.

4.2 Class 2: Secured Tax Claims.

Distribution: Except to the extent that a holder of an Allowed Class 2 Claim has been paid by Weirton prior to the Effective Date or agrees, in writing, to a different treatment, each holder of an Allowed Class 2 Claim as of the Record Date shall receive, in full and complete settlement, discharge and satisfaction of its Allowed Class 2 Claim, at the sole option of Reorganized Weirton, (i) Cash in an amount equal to such Allowed Class 2 Claim, including any interest on such Allowed Class 2 Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code, if any, on the later of the Effective Date and the date such Class 2 Claim becomes an Allowed Class 2 Claim, or as soon thereafter as is practicable, or (ii) equal annual Cash payments in an aggregate amount equal to such Allowed Class 2 Claim, together with interest at a fixed annual rate equal to 5.5% over a period through the sixth anniversary date of assessment of such Allowed Class 2 Claim, or upon such other terms determined by the Bankruptcy Court to provide the holder of such Allowed Class 2 Claim deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Class 2 Claim.

Retention of Liens: Each holder of an Allowed Class 2 Claim shall retain the Liens (or replacement Liens as may be contemplated under applicable nonbankruptcy Law) securing its Allowed Class 2 Claim as of the Effective Date until full and final payment of such Allowed Class 2 Claim is made as provided herein, and upon such full and final payment, such Liens shall be deemed null and void, and shall be unenforceable for all purposes (all without further act or action).

Class 2 is unimpaired under the Plan. Each holder of an Allowed Class 2 Claim is conclusively presumed to have accepted the Plan, and, consequently, is not entitled to vote to accept or reject the Plan.

4.3 Class 3: Mechanics' Lien Claims.

Distribution: Except to the extent that a holder of an Allowed Class 3 Claim has been paid by Weirton prior to the Effective Date or agrees, in writing, to a different treatment, each holder of an Allowed Class 3 Claim as of the Record Date shall, in full and complete settlement, discharge and satisfaction of its Allowed Class 3 Claim, at the sole option of Reorganized Weirton (i) receive Cash in an amount equal to such Allowed Class 3 Claim, including any interest on such Allowed Class 3 Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code and in accordance with applicable nonbankruptcy Law, if any, on the Effective Date or as soon thereafter as is practicable, or (ii) receive the Collateral securing its Allowed Class 3 Claim and any interest on such Allowed Class 3 Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code, if any, on the Effective Date or as soon thereafter as is practicable.

Class 3 is unimpaired under the Plan. Each holder of an Allowed Class 3 Claim is conclusively presumed to have accepted the Plan, and, consequently, is not entitled to vote to accept or reject the Plan.

4.4 Class 4: Miscellaneous Secured Claims.

Distribution: Except to the extent that a holder of an Allowed Class 4 Claim has been paid by Weirton prior to the Effective Date or agrees, in writing, to a different treatment, each holder of an Allowed Class 4 Claim as of the Record Date shall, in full and complete settlement, discharge and satisfaction of its Allowed Class 4 Claim, at the sole option of Reorganized Weirton (i) be reinstated and rendered unimpaired in accordance with section 1124 of the Bankruptcy Code, (ii) receive Cash in an amount equal to such Allowed Class 4 Claim, including any interest on such Allowed Class 4 Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code, if any, on the Effective Date or as

soon thereafter as is practicable, or (iii) receive the Collateral securing its Allowed Class 4 Claim and any interest on such Allowed Class 4 Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code, if any, on the Effective Date or as soon thereafter as is practicable.

Retention of Liens: Each holder of an Allowed Class 4 Claim reinstated pursuant to this Section shall retain the Liens securing its Allowed Class 4 Claim as of the Effective Date until full and final payment of such Allowed Class 4 Claim is made as provided herein, and upon such full and final payment of any Allowed Class 4 Claim, the Lien securing such Allowed Class 4 Claim shall be deemed null and void, and shall be unenforceable for all purposes (all without further act or action).

Class 4 is unimpaired under the Plan. Each holder of an Allowed Class 4 Claim is conclusively presumed to have accepted the Plan, and, consequently, is not entitled to vote to accept or reject the Plan.

4.5 Class 5: Secured 2002 Exchange Note and Secured Pollution Control Bond Claims.

Valuation of Secured 2002 Exchange Note and Secured Pollution Control Bond Claims: The Claims of holders of Secured 2002 Exchange Note and Secured Pollution Control Bond Claims, which have an aggregate face amount of \$145.59 million, have been bifurcated into Secured and Unsecured Claims pursuant to section 506(a) of the Bankruptcy Code according to the value of the Collateral that secures these Claims. The appropriate measurement of Collateral value under section 506(a) for the purposes of cramdown under section 1129(b)(2)(A) of the Bankruptcy Code is the replacement value of the Collateral. As set forth in greater detail below, Weirton determined the replacement value of the Collateral to be \$35 million based on an analysis of the prices recently paid for comparable assets, taking into account the condition and location of the assets. Accordingly, on the Effective Date, holders of Secured 2002 Exchange Note and Secured Pollution Control Bond Claims shall be deemed to hold Allowed Secured Claims in the aggregate amount of \$35 million on account such notes, which Allowed Secured Claims will be treated as Class 5 Claims under the Plan. The Debtor's valuation of the Allowed Secured Claims of the holders of the Secured 2002 Exchange Notes and Secured Pollution Control Bonds assumes that they are not entitled to a claim for diminution in the value of their Collateral. The balance of the Claims on account of these notes will be treated as Class 6 General Unsecured Claims.

Allowance of Secured 2002 Exchange Note and Secured Pollution Control Bond Claims: On the Effective Date, Secured 2002 Exchange Note and Secured Pollution Control Bond Claims shall be deemed allowed on a bifurcated basis as set forth above in the aggregate amount of \$145.59 million plus accrued and unpaid interest relating to the period up to but not including the Petition Date.

<u>Face Amount</u>	\$35,000,000, to be allocated <i>pro rata</i> between the Secured 2002 Exchange Notes and Secured Pollution Control Bond Claims.
<u>Distribution</u>	Holders of record of the Secured 2002 Exchange Notes and the Secured Pollution Control Bonds would ratably receive junior notes.
<u>Rank</u>	Junior Secured
<u>Collateral/Covenants/Subordination</u>	Subject to final approval of the Exit Lenders, the collateral for the Junior Secured Notes would be comprised of a third priority lien in the inventory, accounts receivable and the tangible assets of Weirton together with a pledge of and a first lien on the Debtor's equity interest in FW Holdings. The indenture governing the Junior Secured Notes would contain covenants with respect to limitations on indebtedness, limitations on restricted payments and limitations on liens that are substantially similar to the indenture governing the existing Secured 2002 Exchange Notes and Secured Pollution Control Bond Claims. The Junior Secured Notes would be subject to an intercreditor agreement pursuant to which the Exit Lenders, as holders of the first

and second priority liens will, at all times control all remedies and other actions enforcing security interests against the collateral.

Maturity
Interest

Twelve years from the date of issue.

Interest would accrue on the unpaid principal amount of the Junior Secured Notes at the rate of 9.5% per annum and would be paid as follows:

Year	Cash	Payment in kind
1	0.5%	9.0%
2	1.0%	8.5%
3	1.5%	8.0%
4	2.0%	7.5%
5	2.5%	7.0%
6	5.0%	4.5%
7	7.5%	2.0%
8-12	9.5%	0.0%

PIK interest would be accrued and added to the principal sum of the Junior Secured Notes.

Prepayment
Optional

Subject to applicable provisions of the Exit Facility, the Junior Secured Notes together with any accrued but unpaid interest thereon may be prepaid at any time and from time to time for cash.

Mandatory

Subject to applicable provisions of the Exit Facility, the Junior Secured Notes together with any accrued but unpaid interest thereon would be subject to a mandatory prepayment in full upon a Change of Control.

Change of Control

After emergence from bankruptcy, a Change of Control would be deemed to occur upon a “person” or “group” within the meaning of the Securities Exchange Act of 1934 becoming the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) of capital stock of Reorganized Weirton representing more than 50% of the voting power of such capital stock.

Board Representation

As long as any of the Junior Secured Notes remain outstanding, holders of the Junior Secured Notes would be entitled designate up to 4 members of the Board of Directors, as follows:

Unpaid Principal	Designees to the Board
Up to \$8.75 million	1 member
More than \$8.75 million, up to \$17.50 million	2 members
More than \$17.50 million, up to \$26.25 million	3 members
More than \$26.25 million,	4 members

Warrants

The Junior Secured Notes would contain an attached warrant to acquire, in the aggregate, five percent (5%) of the fully diluted common stock of Reorganized Weirton (the “Warrants”). For example, if the initial capital structure of Reorganized Weirton consists of 10,000,000 issued shares of common stock, then each \$1,000 Junior Secured Note would include Warrants to acquire 14 shares of common stock of Reorganized Weirton. The Warrants would be issued with an exercise price equal to par value (\$.01 per share). The Warrants would contain customary anti-dilution protection. The Warrants would be repurchased by Reorganized Weirton upon the payment in full of a Junior Secured Note, at maturity or an earlier prepayment event, with the purchase price of such Warrants to be determined by reference to the then market price of a share of common stock of Reorganized Weirton, or if the common stock of Reorganized Weirton is not publicly traded, by the fair market value of a share of common stock as determined by an independent appraiser selected by the Board of Directors. The

purchase price of the Warrants would be payable, at the option of Reorganized Weirton, in cash or shares of common stock of Reorganized Weirton.

Amortization Schedule for Junior Secured Notes

<u>Year Ending</u>	<u>Note Balance</u>	<u>Cash Interest</u>		<u>Payment in Kind</u>	
		<i>Rate</i>	<i>Amount</i>	<i>Rate</i>	<i>Amount</i>
Beginning	\$35,000,000				
12/04	\$38,150,000	0.5%	\$175,000	9.0%	\$3,150,000
12/05	\$41,392,750	1.0%	\$381,500	8.5%	\$3,242,750
12/06	\$44,704,170	1.5%	\$620,891	8.0%	\$3,311,420
12/07	\$48,056,983	2.0%	\$894,083	7.5%	\$3,352,813
12/08	\$51,420,971	2.5%	\$1,201,425	7.0%	\$3,363,989
12/09	\$53,477,810	5.0%	\$2,571,049	4.0%	\$2,056,839
12/10	\$54,547,367	7.5%	\$4,010,836	2.0%	\$1,069,556
12/11	\$54,547,367	9.5%	\$5,182,000	0.0%	-----
12/12	\$54,547,367	9.5%	\$5,182,000	0.0%	-----
12/13	\$54,547,367	9.5%	\$5,182,000	0.0%	-----
12/14	\$54,547,367	9.5%	\$5,182,000	0.0%	-----
12/15	\$54,547,367	9.5%	<u>\$5,182,000</u>	<u>0.0%</u>	-----
Totals			\$35,764,784		\$19,547,367

Cancellation of Secured 2002 Exchange Notes, Secured Pollution Control Bonds and Related Instruments: As of the Effective Date, all Secured 2002 Exchange Notes, Secured Pollution Control Bonds and all indentures, agreements, instruments and other documents evidencing the Secured 2002 Exchange Note and Secured Pollution Control Bond Claims and the rights of holders thereof, shall be cancelled and deemed null and void and of no further force and effect (all without further act or action), and all obligations of any Person (including, without limitation, the indenture trustees to the Secured 2002 Exchange Notes and Secured Pollution Control Bonds) under such instruments and agreements shall be fully satisfied and released. Notwithstanding the foregoing, such cancellation shall not impair the rights and duties under the Secured 2002 Exchange Indenture and Secured Pollution Control Indenture as among the respective indenture trustees to the Secured 2002 Exchange Notes, the Secured Pollution Control Bonds and the beneficiaries of the trusts created thereby.

Notwithstanding the foregoing, such cancellation shall not impair the rights and duties under the 2002 Exchange Indenture and Secured Pollution Control Indenture as among the respective indenture trustees to the Secured 2002 Exchange Notes and Secured Pollution Control Bonds and the beneficiaries of the trusts created thereby.

Class 5 is impaired under the Plan. Holders of Allowed Class 5 Claims are entitled to vote to accept or reject the Plan.

4.6 Class 6: General Unsecured Claims.

Distributions: Except to the extent that a holder of a General Unsecured Claim has been paid by Weirton prior to the Effective Date or agrees to a different treatment, each holder of an Allowed General Unsecured Claim as of the Record Date, other than General Unsecured Claims otherwise treated in accordance with the Plan, shall receive, in full and complete settlement, discharge and satisfaction of such Allowed Class 6 Claims, on the Effective Date or as soon thereafter as is practicable (i) a *pro rata* share of

5.1 million shares of New Weirton Common Stock constituting 51% of New Weirton Common Stock to be issued and outstanding on the Effective Date, and (ii) a *pro rata* interest in the net proceeds of the Avoidance Actions, which Avoidance Actions shall be assigned by Weirton to the Creditors' Committee for the benefit of Allowed Class 6 Claims, subject, however, to the right of Reorganized Weirton to designate, at the reasonable discretion of Reorganized Weirton, certain critical vendors that shall not be subject to Avoidance Actions.

Class 6 is impaired under the Plan. Holders of Allowed Class 6 Claims are entitled to vote to accept or reject the Plan.

4.7 Class 7: Section 1114 Termination Claims.

Distributions: In full and complete settlement, discharge and satisfaction of Allowed Class 7 Claims, on the Effective Date, Weirton or Reorganized Weirton, as the case may be, shall endeavor using best efforts, and to the extent not already accomplished, to In full and complete settlement, discharge and satisfaction of Allowed Class 7 Claims, on the Effective Date, Weirton or Reorganized Weirton, as the case may be, will to the extent not already accomplished:

(a) provide Retirees who are not Medicare eligible the opportunity to elect to receive either through the VEBA (as defined below) or through the Reorganized Debtor continuation coverage benefits consistent with Part 6 of Title I of ERISA and Internal Revenue Code Section 4980B ("COBRA") group health plan coverage that is the same or substantially similar to health plan coverage provided to similarly situated non-COBRA beneficiaries;

(b) establish premium costs for COBRA in accordance with applicable law and regulations, to include the 2% administrative fee by law, with 100% of such premiums to be paid by Retirees. It is contemplated by Weirton that COBRA programs will, as a matter of law, be eligible for Health Care Tax Credit ("HCTC") and the Reorganized Debtor will facilitate premium reimbursement under HCTC on an advance basis for those COBRA participants who are HCTC eligible and who elect to do so;

(c) for those Retirees between the ages of 55 and 65 who are or will be receiving a benefit from the Pension Benefit Guaranty Corporation (the "PBGC") and are not Medicare eligible, and do not elect COBRA coverage, use best efforts to assist such Retirees' participation in a state-of-residence HCTC qualified medical plan;

(d) establish the VEBA in accordance with Section 501(c)(9) of the Internal Revenue Code to sponsor retiree-pay-all (in excess of any Weirton subsidiary provided herein) group medical benefits to the following individuals and/or families: (1) current Retirees who are or will be non-HCTC eligible (e.g., under age 55) under the age of 55 and their dependents; (2) spouses of current Retirees who were receiving retiree medical coverage with their Retiree spouse, which Retiree spouse is non-HCTC eligible (the "Left-Behind Spouses"); and (3) current Medicare eligible Retirees and their dependents. The VEBA will be established by the Reorganized Debtor as a trust to be administered by the Reorganized Debtor with reasonable input from the individual Retirees nominated by Retirees (the "Administration Retirees"). The Administration Retirees will participate in selecting a group insured medical policy and a supplemental group life insurance policy that the Administration Retirees deem to be in the best interest of Retirees and which Administration Retirees will monitor the Reorganized Debtor's management of the group health and supplemental group life plans

(e) fund all costs of administration and administer the VEBA during the first sixty months of its existence, subject to review and negotiations among the Reorganized Debtor and the Administration Retirees for the period following the first sixty months;

(f) initially fund the VEBA in the first three months following the effective date of Weirton's plan of reorganization with three equal cash installments aggregating \$2,500,000, and a cash payment of \$500,000 in months 4, 7 and 10 following the Effective Date of Weirton's Plan;

(g) fund the VEBA in the second year of its existence with a fixed sum payment of \$2,500,000 in twelve (12) equal monthly installments, and fund the VEBA in the 3rd, 4th and 5th years of its existence, with a fixed sum payment of \$1,000,000 per year (payable in quarterly installments), plus a range of 10% to 25% of free cashflow, where free cashflow is measured by taking EBITDA less (1) interest paid, (2) unlevered capital expenditures, and (3) principal repayments, including cash sweeps required under the ESLGB term debt financing. The VEBA, in calendar years 2005, 2006, 2007 and 2008 will be paid (1) 10% of free cashflow per ton shipped in excess of \$6 and up to and including \$18 per ton of steel shipped, (2) 20% of free cashflow per ton shipped in excess of \$18 and up to and including \$36 per ton of steel shipped, (3) 25% of free cashflow per ton shipped in excess of \$36 per ton of steel shipped. Thereafter, the Reorganized Debtor and Retirees will review and negotiate in good faith, terms and conditions of continued funding by the Reorganized Debtor of the VEBA;

(h) modify the Term Life Program such that the Reorganized Debtor will pay all premiums on term life insurance coverage in the amount of \$15,000 per Retiree for a period of five years, after which time the Reorganized Debtor and Retirees will review and negotiate in good faith, terms and conditions of extending such coverage. Additionally, the VEBA or the Reorganized Debtor will establish a voluntary supplemental life insurance program for the benefit of Retirees who desire to participate, where all such premiums will be paid solely by the participating Retirees, and which supplemental group life insurance program will establish premiums utilizing a group rate of a census larger than Retirees;

(i) assign to the VEBA the Debtor's and the Reorganized Debtor's interests in notes receivable from the City of Weirton in the approximate principal amount of \$2,000,000 and the West Virginia Department of Economic Development in the approximate principal amount of \$1,200,000;

(j) issue to the VEBA for the benefit of Retirees, on the effective date of its plan of reorganization, common equity in the Reorganized Debtor in an amount to be negotiated among the Independent Steelworkers Union, Retirees, and general unsecured creditors. The Reorganized Debtor will use its good faith best efforts to assist Retirees and the VEBA in "monetizing" the common equity.

Class 7 is impaired under the Plan. Holders of Allowed Class 7 Claims are entitled to vote to accept or reject the Plan.

4.8 Class 8: Preferred Stock Interests.

Distributions. Class 8 interests and the rights of any person to purchase or demand the issuance of Preferred Stock, including without limitation (a) conversion, exchange, voting, participation and dividend rights; (b) liquidation preferences; and (c) stock options, warrants and put rights, will receive no distribution under the Plan. On the Effective Date, share certificates and other instruments evidencing Allowed Class 8 Interests will be cancelled and deemed null and void and of no further force and effect

(all without further act or action) and all obligations of Weirton to the holders of Allowed Class 8 Interests will be discharged and released.

Class 8 is impaired under the Plan, and the holders of Allowed Class 8 Preferred Stock Interests are deemed to reject the Plan. Consequently, holders of an Allowed Class 8 Preferred Stock Interest are not entitled to vote to accept or reject the Plan.

4.9 Class 9: Common Stock Interests.

Distributions. Class 9 interests will not receive any distribution or retain any interests under the Plan. On the Effective Date, share certificates and other instruments evidencing Allowed Class 9 Interests will be cancelled and deemed null and void and of no further force and effect (all without further act or action), and all obligations of Weirton to the holders of Allowed Class 9 Interests will be discharged and released.

Class 9 is impaired under the Plan, and the holders of Allowed Class 9 Interests are deemed to reject the Plan. Consequently, holders of Allowed Class 9 Interests are not entitled to vote to accept or reject the Plan.

4.10 Class 10: Securities Claims.

Distributions. No holder of a Securities Claim shall receive any distribution under the Plan, and all such claims or interests shall be released and discharged on the Effective Date.

Class 10 is impaired under the Plan, and the holders of Allowed Class 10 Interests are deemed to reject the Plan. Consequently, holders of Allowed Class 10 Interests are not entitled to vote to accept or reject the Plan.

ARTICLE V PROVISIONS REGARDING VOTING AND DISTRIBUTIONS UNDER THE PLAN AND TREATMENT OF DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS

5.1 Voting of Claims.

Each holder of an Allowed Claim in an impaired Class of Claims pursuant to Article IV of the Plan shall be entitled to vote separately to accept or reject the Plan as provided in such order as is entered by the Bankruptcy Court establishing procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, or any other applicable order or orders of the Bankruptcy Court.

5.2 Method of Distributions Under the Plan.

(A) Disbursing Agent. All distributions under the Plan will be made by the Disbursing Agent. The Disbursing Agent will not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court, and in the event that the Disbursing Agent is otherwise so ordered, all costs and expenses of procuring any such bond or surety will be borne by the Reorganized Debtor. The Disbursing Agent shall be empowered to (i) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan, (ii) make all distributions contemplated in the Plan, (iii) employ professionals to represent it with respect to its responsibilities under the Plan and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing

Agent to be necessary and proper to implement the provisions of the Plan. Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including without limitation, taxes) and any reasonable compensation and expense reimbursement claims (including, without limitation, reasonable attorneys' fees and other professional fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtor.

(B) Surrender of Instruments. As a condition to receiving any distribution under the Plan, each holder of Claim or Equity Interest, represented by an instrument, including notes and certificates, must surrender such instrument held by it to the Disbursing Agent or its designee accompanied by a letter of transmittal substantially in the form set forth in the Plan Supplement, if any. Any holder that fails to (i) surrender such instrument or (ii) execute and deliver an affidavit of loss and/or indemnity reasonably satisfactory to the Disbursing Agent and furnish a bond in form, substance, and amount reasonably satisfactory to the Disbursing Agent before the first anniversary of the Effective Date shall be deemed to have forfeited all rights and Claims and may not participate in any distribution under the Plan in respect of such Claim. Any distribution so forfeited shall become the sole and exclusive property of Reorganized Weirton.

(C) Delivery of Distributions. Subject to Bankruptcy Rule 9010, unless otherwise provided in the Plan, all distributions to any holder of an Allowed Claim will be made to the holder of each Allowed Claim at the address of such holder as listed in the Schedules, or on the books and records of the Debtor or its agents unless the Debtor has been notified, in advance, in writing of a change of address, including, without limitation, by the timely filing of a proof of claim or interest by such holder that provides an address for such holder different from the address reflected in the Schedules or in the Debtor's books and records. All distributions to the Postpetition Lenders will be made to Fleet as Agent. Distributions of New Weirton Common Stock may be made via distribution of certificates representing the New Weirton Common Stock. In the event that any distribution to any holder is returned as undeliverable, no distribution to such holder will be made unless and until the Disbursing Agent has been notified of the then current address of such holder, at which time or as soon as reasonably practicable thereafter, such distribution will be made to such holder without interest; provided, however, that, such undeliverable distributions will be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of 365 days after the date of distribution in accordance with the section on Unclaimed Distributions below. The Reorganized Debtor and the Disbursing Agent will have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Schedules and its books and records (including any proofs of claim filed against the Debtor).

(D) Delivery of Distributions of Indenture Note Claims. On the Effective Date, or as soon thereafter as is practicable, the distributions to be made under the Plan to holders of Indenture Note Claims shall be made to the applicable Indenture Trustee. The Indenture Trustees shall not be required to give any bond or surety or other security for the performance of their duties. Notwithstanding the foregoing, distributions to holders of Indenture Note Claims shall be made by the applicable Indenture Trustees, subject to the right of the Indenture Trustees to assert their Charging Liens against such distributions.

Each holder of an Allowed Claim evidenced by an Indenture Note shall tender the Indenture Note to the applicable Indenture Trustee in accordance with written instructions to be provided in a letter of transmittal to such holders by the Indenture Trustee as promptly as practicable following the Effective Date. Such letter of transmittal shall specify that delivery of such Indenture Notes will be effected, and risk of loss and title thereto will pass, only upon the proper delivery of such Indenture Notes with the letter of transmittal in accordance with such instructions. Such letter of transmittal shall also include, among other provisions, customary provisions with respect to the authority of the holder of the applicable

Indenture Note to act and the authenticity of any signatures required on the letter of transmittal. All surrendered Indenture Notes shall be marked as canceled and delivered by the Indenture Trustees to the Reorganized Debtor.

Any holder of a Claim evidenced by an Indenture Note that has been lost, stolen, mutilated or destroyed shall, in lieu of surrendering such Indenture Note, deliver to the applicable Indenture Trustee: (i) evidence satisfactory to such Indenture Trustee of the loss, theft, mutilation or destruction; and (ii) such indemnity as may be required by the Indenture Trustee to hold the Indenture Trustee harmless from any damages, liabilities or costs incurred in treating such individual as a holder of an Indenture Note that has been lost, stolen, mutilated or destroyed. Upon compliance with this section by a holder of a Claim evidenced by an Indenture Note, such holder shall, for all purposes under the Plan, be deemed to have surrendered its Indenture Note, as applicable.

Any holder of an Indenture Note that fails to surrender or be deemed to have surrendered such note or Indenture Note before the first (1st) anniversary of the Effective Date shall have its claims for a distribution on account of such Indenture Note discharged and shall forever be barred from asserting any such claim against any Reorganized Debtor or their respective property or the Indenture Trustee, and shall not participate in any distribution hereunder, and the distribution that would otherwise have been made to such holder shall be distributed by the pertinent Indenture Trustee to all holders who have surrendered their Indenture Note certificates or satisfactorily explained their non-availability to the Indenture Trustee within first (1st) anniversary of the Effective Date.

Nothing herein affects any Indenture Trustees' rights pursuant to the Indenture and applicable non-bankruptcy law to assert the Charging Lien, issued pursuant to the Indenture to secure payment of the Indenture Trustees' fees and expenses, on any distributions hereunder to holders of Claims in Class 5 or 6. If any Indenture Trustee does not serve as Disbursing Agent with respect to distributions to its respective holders, then the funds distributed to any such disbursing agent shall be subject to the Charging Lien on the Indenture Trustee under the Indenture.

(E) Distributions of Cash. Any payment of Cash made pursuant to the Plan, at the option of the Reorganized Debtor or Disbursing Agent, as the case may be, will be made by a check drawn on a domestic bank or by wire transfer.

(F) Hart-Scott-Rodino Compliance. Any shares of stock in the Reorganized Debtor to be distributed under the Plan to any entity required to file a Premerger Notification and Report Form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, will not be distributed until the notification and waiting periods applicable under such Act to such entity will have expired or been terminated.

(G) Satisfaction of Claims. Unless otherwise expressly provided herein, any distributions or deliveries made on account of Allowed Claims hereunder shall be in complete settlement, satisfaction and discharge of such Allowed Claims.

(H) Compromise of Controversies. Pursuant to Bankruptcy Rule 9019, and in consideration for the classification, distribution and other benefits provided under the Plan, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims and controversies resolved pursuant to the Plan, including, without limitation, all Claims arising prior to the Petition Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, arising out of, relating to or in connection with the business or affairs of or transactions with the Debtor. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the foregoing compromises or settlements and all other compromises and settlements provided for in the Plan, and the Bankruptcy

Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtor, the Estate, creditors and other parties-in-interest, and are fair, equitable and within the range of reasonableness. Notwithstanding the foregoing, settlement by the Debtor or Reorganized Debtor of Insurance Claims pursuant to Bankruptcy Rule 9019 or under the provisions of the Plan shall not:

- (i) be binding upon the Insurers,
- (ii) be considered a settlement of or judgment under the provisions of the Insurance Policies,
- (iii) accelerate any obligations of the Insurers under the Insurance Policies, nor
- (iv) be admissible in any court or proceeding as to the amount of any Insurance Claim.

(I) Minimum Distributions. No payment of Cash less than \$10 will be made by the Reorganized Debtor or the Disbursing Agent to any holder of an Allowed Claim.

(J) Fractional Shares. No fractional shares of stock in the Reorganized Debtor will be distributed under the Plan. When any distribution pursuant to the Plan would otherwise result in the issuance of a number of shares in the Reorganized Debtor that is not a whole number, the actual distribution of shares of stock will be rounded as follows: (i) fractions of $\frac{1}{2}$ or greater will be rounded to the next higher whole number; and (ii) fractions of less than $\frac{1}{2}$ will be rounded to the next lower whole number.

(K) Exemption from Securities Laws. The issuance of the New Weirton Common Stock and Junior Secured Notes and attached Warrants pursuant to the Plan shall be exempt from any securities laws registration requirements to the fullest extent permitted by section 1145 of the Bankruptcy Code.

(L) Unclaimed Distributions. All distributions under the Plan that are unclaimed for a period in excess of 365 days after distribution thereof will be deemed unclaimed property under section 347(b) of the Bankruptcy Code, and revested in the Reorganized Debtor and any entitlement of any holder of any Claim to such distributions will be extinguished and forever barred.

(M) Date of Distributions. Unless otherwise expressly provided herein, any distributions or deliveries to be made hereunder shall be made on the Effective Date, or as soon thereafter as is practicable. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

(N) Distributions to Holders as of the Distribution Record Date. As of the close of business on the Distribution Record Date, the Claims Register, the equity register and transfer and other registers as maintained by the Debtor and its respective agents, as applicable, will be closed and there will be no further changes in the record holder of any Claim or Interest. The Debtor and Reorganized Debtor will have no obligation to recognize any transfer of any Claim or Interest occurring after the Distribution Record Date. The Reorganized Debtor will instead be authorized and entitled to recognize and deal for all purposes under the Plan with only those record holders stated on the Claims Register and equity register and other registers as of the close of business on the Distribution Record Date.

5.3 Disputed Claims.

(A) Disputed Claims Equity Reserve. On the Effective Date, the Reorganized Debtor shall transmit to the Disbursing Agent and the Disbursing Agent shall reserve in the Disputed Claims Equity Reserve a number of shares of New Weirton Common Stock equal to (a) one hundred percent (100%) of the shares of New Weirton Common Stock to which Persons holding Class 6 or 7 Claims that are Disputed Claims would be entitled pursuant to the Plan if such Disputed Claims were allowed Claims or (b) such lesser amount as the Bankruptcy Court may determine.

Dividends, distributions and other payments payable with respect to such New Weirton Common Stock shall be paid into the Disputed Claims Equity Reserve. The shares of the New Weirton Common Stock (and any proceeds or earnings thereon) held in the Disputed Claims Equity Reserve shall be held in trust by the Disbursing Agent for the Persons holding such Disputed Claims pending determination of their entitlement thereto.

The Disbursing Agent shall be deemed to be the holder of all securities held in the Disputed Claims Equity Reserve pending their release therefrom, provided, however, that the Disbursing Agent shall abstain from exercising any and all voting rights in respect of the shares of the New Weirton Common Stock held in the Disputed Claims Equity Reserve unless otherwise ordered by the Bankruptcy Court.

(B) Calculation of Amounts. In calculating the number of shares of New Weirton Common Stock to be held in the Disputed Claims Equity Reserve, the Reorganized Debtor shall (i) treat all claims relating to executory contracts or unexpired leases that have been assumed by the Debtor or the Reorganized Debtor on or before the Effective Date as if disallowed in full, (ii) unless the Bankruptcy Court orders otherwise, treat all liquidated Disputed Claims as if allowed in full and (iii) make a good faith estimate of the amounts, if any, likely to be allowed in respect of all unliquidated Disputed Claims.

(C) Distributions as to Allowed Portion of Disputed Claims. The holder of a Disputed Claim that becomes, in part, an Allowed Claim, will receive a distribution in respect of the Allowed portion of such Claim, in accordance with Article IV of the Plan for Claims partially Allowed on or prior to the Effective Date, and Section 5.3(D) of the Plan for Claims partially Allowed subsequent to the Effective Date.

(D) Distributions Upon Allowance of Disputed Claims. The holder of a Disputed Claim that becomes an Allowed Claim subsequent to the Effective Date will receive the distribution of cash that would have been made to such holder under the Plan, if the Disputed Claim had been an Allowed Claim on or prior to the Effective Date, without any additional post-Effective Date interest thereon on the first business day of the next succeeding month that is at least ten business days after the date such Disputed Claim becomes an Allowed Claim.

(E) Distributions to Holders of Allowed Claims Upon Disallowance of Disputed Claims. Upon disallowance of any Disputed Claim, each holder of an Allowed Claim in the same Class as the disallowed Disputed Claim will be entitled to its Pro Rata Share of Cash or New Weirton Common Stock, as the case may be, equal to the distribution that would have been made in accordance with Article IV of the Plan to the holder of such Disputed Claim had such Disputed Claim been an Allowed Claim on or prior to the Effective Date. Such distributions on account of disallowed Disputed Claims will be made as soon as practicable after the fifteenth business day following allowance or disallowance of the last Disputed Claim. Upon allowance or disallowance of all or any portion of such Disputed Claims, the Reorganized Debtor will make appropriate distributions in accordance with the Plan.

(F) Insurance Claims. All Insurance Claims are Disputed Claims. Any Insurance Claim for which a timely proof of claim was filed in this Reorganization Case will be determined and liquidated in the administrative or judicial tribunal(s) in which it was pending on the Effective Date, or if no action was pending on the Effective Date, in any administrative or judicial tribunal of appropriate jurisdiction, or in accordance with any alternative dispute resolution or similar proceedings as the same may be approved by order of a court of competent jurisdiction. Any Insurance Claim determined and liquidated pursuant to applicable nonbankruptcy Law that has become a Final Order, or in any alternative dispute resolution or similar proceeding as same may be approved by order of a court of competent jurisdiction, shall be treated and paid in accordance with the terms of any applicable Insurance Policy, and otherwise be included in Class 6 to the extent not covered by an Insurance Policy.

Nothing contained in the Plan shall impair the Debtor's right to seek estimation of any and all Insurance Claims, or constitute or be deemed a waiver of any defenses, counterclaims, cross-claims or causes of action that the Debtor may hold against any entity, including, without limitation, in connection with or arising out of any personal injury claim. The Debtor will not seek estimation of any of the Insurance Claims for the purpose of aggregating and/or accelerating the Insurers' alleged insurance obligations, but the Debtor may seek to estimate Insurance Claims for other purposes. To the extent that any estimation of any Insurance Claim is undertaken pursuant to section 502(c) of the Bankruptcy Code, such estimation: (i) shall in no way bind the Insurers; (ii) shall not be admissible in any court or proceeding as to the amount of the Insurance Claims; (iii) shall not require the Insurers to accelerate payments of Insurance Policy proceeds in any fashion; and (iv) shall not be deemed a judgment against or a settlement by the Debtor.

All Insurance Claims that are, as of the voting record date, contingent or unliquidated shall be entitled to vote to accept or reject the Plan, as members of Class 6. The amount of such Claims shall, however, be temporarily allowed in the amount of \$1.00 each, for voting purposes only (and not for purposes of allowance or distribution), unless the holder of such an Insurance Claim timely obtains the entry of an order pursuant to Bankruptcy Rule 3018 allowing such claim in a different amount for purposes of voting to accept or reject the Plan, in accordance with applicable procedures established by the Bankruptcy Court. The temporary allowance of Insurance Claims for voting purposes shall not affect any insurance coverage for such Claims.

5.4 Objections to and Resolution of Claims.

(A) Procedures. Except as to applications for allowance of compensation and reimbursement of expenses under sections 330 and 503 of the Bankruptcy Code and except as to Insurance Claims as provided herein, the Reorganized Debtor shall, on and after the Effective Date, have the exclusive right to make and file objections to Claims. The Insurers, as well as the Reorganized Debtor, shall have the right, on and after the Effective Date, to make and file objections to Insurance Claims with respect to which such Insurer has a coverage obligation, and the Reorganized Debtor shall cooperate with the Insurers pertaining to non-monetary obligations as provided under the terms of the Insurance Policies. Unless otherwise extended by the Bankruptcy Court, any objections to such Claims shall be served and filed on or before the later of: (i) one hundred twenty (120) days after the Effective Date; (ii) thirty (30) days after a request for payment or proof of claim is timely filed and properly served upon the Debtor; or (iii) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (i) hereof. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the Claimant if the Debtor or the Reorganized Debtor effects service in any of the following manners: (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (b) to the extent counsel for a claimant is unknown, by first class mail, postage prepaid, on the signatory on the proof of claim or other representative identified in the proof of claim or any attachment thereto; or (c) by first class mail, postage prepaid, on any counsel that has

appeared on the Claimant's behalf in the Reorganization Case. On and after the Effective Date, the Reorganized Debtor in accordance with this Section 5.4, will have the authority, at its sole discretion, to compromise, settle or otherwise resolve or withdraw any objection that it has filed, which act shall be effective upon the filing of a notice by the Reorganized Debtor with this Court.

(B) No Recourse. Notwithstanding that the allowed amount of any particular Disputed Claim is reconsidered under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules or is allowed in an amount for which after application of the payment priorities established by this Plan there is insufficient value to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class, no Claimant shall have recourse against the Disbursing Agent, the Debtor, the Reorganized Debtor, or any of their respective professional consultants, attorneys, advisors, officers, directors or members or their successors or assigns, or any of their respective property. However, nothing in the Plan shall modify any right of a holder of a Claim under section 502(j) of the Bankruptcy Code.

ARTICLE VI

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.1 Assumption or Rejection of Executory Contracts and Unexpired Leases.

(A) Executory Contracts and Unexpired Leases. In accordance with sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that exist between the Debtor and any Person will be deemed rejected by the Debtor as of the Effective Date, except for any executory contract or unexpired lease (i) that has been assumed by the Debtor pursuant to order of the Bankruptcy Court entered prior to the Confirmation Date, (ii) as to which a motion for approval of the assumption of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date, (iii) that is an Insurance Policy, benefit program or a purchase order from a customer, or (iv) that is set forth in the Assumption Schedule of executory contracts and unexpired leases to be assumed, which schedule will be filed at least twenty (20) days prior to the hearing on the confirmation of the Plan provided, however, that the Debtor reserves the right, on or prior to the Effective Date to amend the Assumption Schedule to delete any executory contract or unexpired lease therefrom thus providing for its rejection, or add any executory contract or unexpired lease thereto, thus providing for its assumption. The Debtor will provide notice of any amendments to the Assumption Schedule to the parties to executory contracts and unexpired leases affected thereby. Any nondebtor party to an executory contract that is affected by any such amendment and who opposes such amendment may request by a hearing before the Bankruptcy Court by filing and serving such request on the Debtor's counsel within fifteen (15) days of the service of the notice of such amendment. The failure of any nondebtor party affected by an amendment to timely file such a request shall constitute the consent by such nondebtor party to the assumption or rejection of its contract with the Debtor, as the case may be. The listing of a document on the Assumption Schedule shall not constitute an admission by the Debtor that such document is an executory contract or unexpired lease or that the Debtor has any liability thereunder. Additionally, all executory contracts and unexpired leases entered into after the Petition Date shall remain in effect according to their terms.

Notwithstanding anything to the contrary contained herein, all executory contracts in which the Debtor is a seller of goods, wares and merchandise and a third party is the purchaser of goods, wares and merchandise shall be assumed upon entry of the Confirmation Order unless a motion to reject such sales contract is filed prior to the Confirmation Date.

(B) Insurance Policies. The Debtor's current year Insurance Policies entered into after the Petition Date, and any agreements, documents or instruments relating thereto, are postpetition contracts and shall continue to operate unaffected by the Plan, with the Reorganized Debtor responsible for

premiums and other obligations and the Insurers responsible for claims in accordance with the terms and provisions of such policies. The Debtor's current year Insurance Policies, entered into prior to the Petition Date, and any agreements, documents or instruments relating thereto, are treated as executory contracts under the Plan and shall be assumed upon entry of the Confirmation Order unless a motion to reject such insurance contract is filed prior to the Confirmation Date. The Debtor's Insurance Policies that have expired as of the Confirmation Date are not executory contracts subject to assumption or rejection, and the Insurers shall be responsible for continuing coverage obligations under such Insurance Policies, as set forth in Section 9.9 hereof.

Nothing contained in the Plan shall constitute or be deemed to be a waiver of any cause of action that the Debtor may hold against any entity, including, without limitation, any Insurer under any of the Debtor's Insurance Policies.

(C) Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases. Entry of the Confirmation Order will, subject to and upon the occurrence of the Effective Date, constitute (i) the approval pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code of the rejection of executory contracts and unexpired leases hereunder pursuant and subject to Section 6.1(A) hereof, and (ii) the approval pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code of the assumption of the executory contracts and unexpired leases listed in the Assumption Schedule pursuant and subject to Section 6.1(A) hereof.

(D) Cure of Defaults. An order of the Bankruptcy Court entered on or prior to the Confirmation Date will specify the procedures for providing to each Person whose executory contract or unexpired lease is being assumed pursuant to the Plan notice of: (i) the contract or lease being assumed; (ii) the proposed cure to be paid by the Debtor in connection with the assumption; and (iii) the procedures for such Person to object to the assumption of the contract or the amount of the proposed cure. Except as may otherwise be agreed to by the parties, within thirty (30) days after the Effective Date, the Reorganized Debtor will cure any and all undisputed monetary defaults under any executory contract or unexpired lease assumed by the Debtor in accordance with Section 6.1(A) hereof and section 365(b)(1) of the Bankruptcy Code. All disputed defaults that are required to be cured will be cured either within thirty (30) days following the entry of a Final Order determining the amount, if any, of the Reorganized Debtor's liability with respect thereto, or as may otherwise be agreed to by the parties.

(E) Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected by Operation of the Plan. Claims arising out of the rejection of any executory contract or unexpired lease pursuant to Section 6.1 must be filed with the Claims Agent and served upon the Debtor or, on and after the Effective Date, the Reorganized Debtor, no later than thirty (30) days after the later of (i) the effective date of an order approving the rejection of such executory contract or unexpired lease, (ii) notice of entry of the Confirmation Order and (iii) notice of an amendment to the Assumption Schedule. All claims not filed within such time will forever be barred from being asserting against the Debtor, its Estate, the Reorganized Debtor and its property.

6.2 Continuation of Officer, Director and Employee Indemnification.

The obligations of the Debtor to defend, indemnify, reimburse or limit the liability of its present and former directors and officers who were directors or officers, respectively, on or after the Petition Date, solely in their capacity as directors or officers, against any claims or obligations pursuant to the Debtor's certificate of incorporation or by-laws, applicable state Law or any specific agreement, or any combination of the foregoing, will survive confirmation of the Plan, remain unaffected thereby, and not be discharged irrespective of whether indemnification, defense, reimbursement or limitation is owed in connection with an event occurring before, on or after the Petition Date.

6.3 Compensation and Benefit Plans.

Except as previously modified in connection with the KERP, and except as provided in Section 6.1(A) of the Plan or as otherwise provided under the Plan or established by Order of the Bankruptcy Court, collective bargaining agreements as modified, employment and severance practices and policies (including special leave policies regarding extra accrued vacation time), compensation plans, all saving plans, retirement plans or benefits, as modified, health care plans, performance-based incentive plans, self-insured workers' compensation programs, and life, disability, directors and officers liability and other employee benefit insurance plans are treated as executory contracts under the Plan and shall, on the Effective Date, be deemed assumed by the Debtor in accordance with sections 365(a) and 1123(b)(2) of the Bankruptcy Code, which contracts shall then continue to be performed by the Debtor in the ordinary course. Notwithstanding the foregoing, the rights of the Reorganized Debtor to modify, amend or terminate any compensation and/or benefit policy or program in accordance with applicable Law are reserved including, but not limited to, the Debtor's rights under sections 1113 and 1114 of the Bankruptcy Code. Notwithstanding anything to the contrary herein, the Debtor's pension plans will neither be assumed nor rejected, but will be terminated prior to or as of the Effective Date. After the Effective Date, the Reorganized Debtor will continue Retiree Benefits, as defined in section 1114 of the Bankruptcy Code, at the level established pursuant to sections 1114(e)(1)(B) or 1114(g) of the Bankruptcy Code.

ARTICLE VII IMPLEMENTATION OF THE PLAN

On the Effective Date, the Reorganized Debtor shall take all action necessary to implement the Plan including, without limitation, the actions described herein.

7.1 Waiver of Subordination.

The distributions under the Plan take into account the relative priority of the Claims in each Class in connection with any contractual subordination provisions relating thereto. Accordingly, the distributions to the holders of Claims shall not be subject to levy, garnishment, attachment or other legal process by any holder of indebtedness senior to the indebtedness of the holders of any Claims, by reason of claimed contractual subordination rights.

7.2 Release of Liens.

Except as otherwise specifically provided in or contemplated by the Plan or in any contract, instrument or other agreement or document created in connection with the Plan, (i) each holder of: (a) any purported Secured Claim; and/or (b) any judgment, personal property or *ad valorem* tax, mechanics' or similar Lien Claim, in each case regardless of whether such Claim is an Allowed Claim, shall, on or immediately before the Effective Date and regardless of whether such Claim has been scheduled or proof of such Claim has been filed: (y) turn over and release to the Estate or the Reorganized Debtor, as the case may be, any and all property of the Debtor or Estate that secures or purportedly secures such Claim, or such Lien and/or Claim shall automatically, and without further action by the Debtor, the Estate or the Reorganized Debtor, be deemed released; and (z) execute such documents and instruments as the Disbursing Agent or the Reorganized Debtor, as the case may be, requires to evidence such Claimant's release of such property or Lien, and if such holder refuses to execute appropriate documents or instruments, the Debtor, the Estate or the Reorganized Debtor (as applicable) may, in its discretion, file a copy of the Confirmation Order in the appropriate recording office, which shall serve to release any Claimant's rights in such property; and (ii) on the Effective Date, all right, title and interest in such property shall revert or be transferred to the Reorganized Debtor or the Disbursing Agent, as applicable, free and clear of all Claims, interests, and Liens of any kind.

7.3 Authorization and Issuance of Stock.

On the Effective Date, 25 million shares of New Weirton Common Stock shall be authorized. Reorganized Weirton shall be authorized to issue 10 million shares of the New Weirton Common Stock without the need for any further corporate action. On the Effective Date, or as soon as practicable thereafter, the Reorganized Debtor, or the Disbursing Agent, shall issue and deliver 5.1 million shares of New Weirton Common Stock to holders of General Unsecured Claims as provided in Class 6 of the Plan. On the Effective Date, or as soon as practicable thereafter, the Reorganized Debtor, or the Disbursing Agent, shall issue and deliver (subject to negotiation) to active represented employees and current retirees of Weirton 49% of the New Weirton Common Stock to be issued pursuant to the Plan. The issuance of New Weirton Common Stock to the active represented employees shall be pursuant to the requirements of a new collective bargaining agreement with the ISU in satisfaction of claims that the active represented employees might assert under the existing collective bargaining agreement. Similarly, the issuance of New Weirton Common Stock to the current retirees shall be pursuant to a consensual agreement with the current retirees in partial satisfaction of the Section 1114 Termination Claims and any other claims that could result from the modification of Retiree Benefits. To the extent that any of the New Weirton Common Stock may not be distributed until the determination of the allowance of Claims, the Reorganized Debtor, or the Disbursing Agent, shall retain such New Weirton Common Stock in trust or in escrow until such time as such stock may be distributed pursuant to the terms of this Plan.

7.4 Authorization of Exit Facility.

On the Effective Date, or as soon thereafter as is practicable, the Reorganized Debtor is authorized to execute and deliver all loan, security and other documents and instruments necessary and convenient to the implementation of the Exit Facility, without the need for any further corporate action.

7.5 Authorization of ESLGB Guarantee.

On the Effective Date, or as soon thereafter as is practicable, the Reorganized Debtor is authorized to execute and deliver all documents necessary to obtain the ESLGB Guarantee.

7.6 Authorization of VEBA Documents.

On the Effective Date, or as soon thereafter as is practicable, the Reorganized Debtor is authorized to execute the VEBA Documents, without the need for any further corporate action.

7.7 Authorization of Junior Secured Notes and Attached Warrants.

On the Effective Date, or as soon thereafter as is practicable, the Reorganized Debtor is authorized to issue the Junior Secured Notes and attached Warrants and to execute all documents necessary to the issuance of the Junior Secured Notes and attached Warrants, without the need for any further corporate action.

7.8 Management Incentive Plan.

After the Effective Date, the Board of Directors of Reorganized Weirton may implement the Management Incentive Plan in accordance with applicable nonbankruptcy Law, its amended and restated certificate of incorporation, and the terms and conditions of the Exit Facility.

7.9 Plan Supplement Documents.

Within fifteen (15) days prior to the Confirmation Hearing, the Debtor shall file the Plan Supplement, which will contain, without limitation, the following documents: amended and restated certificate of incorporation for the Reorganized Debtor, amended and restated by-laws for the Reorganized Debtor, notice of commitment of the Exit Facility, the Exit Facility credit agreement or a term sheet in regard thereto, the VEBA Documents, a list of the officers and directors of the Reorganized Debtor, updated financial projections, a projected emergence balance sheet, and the form of letters of transmittal, if necessary.

7.10 Cancellation of Existing Securities and Agreements.

On the Effective Date, except as expressly provided in this Plan, the promissory notes, trust indentures, share certificates and other instruments evidencing a Claim or Interest shall be deemed cancelled without further act or action under any applicable agreement or Law, and the obligations of the Debtor under the agreements, instruments, trust indentures and certificates governing such Claims and Interests, as the case may be, shall be discharged.

7.11 U.S. Trustee.

Beginning as of the Effective Date, the Reorganized Debtor shall not be required to prepare or file monthly operating reports. The Reorganized Debtor shall be fully responsible for timely payment of fees incurred pursuant to 28 U.S.C. § 1930(a)(6). After confirmation, and within thirty (30) days after the end of each calendar quarter, the Reorganized Debtor shall file with the Court and served on the U.S. Trustee a quarterly financial report for each calendar quarter (or portion thereof) during which the case remains open, in a format prescribed by the U.S. Trustee and provided to the Debtor by the U.S. Trustee.

ARTICLE VIII PROVISIONS REGARDING CORPORATE GOVERNANCE AND MANAGEMENT OF THE REORGANIZED DEBTOR

8.1 General.

On the Effective Date, management, control and operation of the Reorganized Debtor will be the general responsibility of the Board of Directors of the Reorganized Debtor, and thereafter, the Board of Directors of the Reorganized Debtor will have responsibility for the management, operation and control of the Reorganized Debtor, in its sole discretion, subject, however, to applicable Law.

8.2 Directors and Officers of the Reorganized Debtor.

(A) Reorganized Weirton Steel Corporation.

(i) Board of Directors. The initial Board of Directors of Reorganized Weirton will consist of nine (9) individuals as follows and will include the Chief Executive Officer of Reorganized Weirton and one other member designated by management of Reorganized Weirton. The other seven (7) members of the Board of Directors will be designated as follows: (a) four (4) members by the holders of Secured 2002 Exchange Notes and Secured Pollution Control Bonds; (b) two (2) members by the ISU, neither of whom may be member of or a professional for the ISU, with the exception of the President of the ISU, who may be designated by the ISU as a member of the Board of Directors; and (c) one member by the Creditors' Committee. The identities and the affiliations of the initial members of the Board of

Directors of Reorganized Weirton and the executive officers of Reorganized Weirton will be listed in the Plan Supplement. Each of the members of the initial Board of Directors will serve in accordance with the By-laws of Reorganized Weirton, as the same may be amended from time to time.

(ii) Officers. The officers of Weirton immediately prior to the Effective Date will serve as the initial officers of Reorganized Weirton on and after the Effective Date at the same compensation levels as were in place on the Confirmation Date. In the event of any change in executive management prior to the filing of the Plan Supplement, any such change shall be described in the Plan Supplement.

8.3 Amended and Restated By-laws and Certificate of Incorporation.

The amended and restated by-laws and the certificate of incorporation of Reorganized Weirton will contain provisions necessary (a) to prohibit the issuance of nonvoting equity securities in accordance with section 1123(a)(6) of the Bankruptcy Code and (b) to effectuate the provisions of the Plan, in each case without any further action by the stockholders of the Debtor or the Reorganized Debtor. Reorganized Weirton shall file such amended and restated certificate of incorporation with the applicable Secretary of State. The amended and restated by-laws of the Reorganized Debtor shall be included in the Plan Supplement.

8.4 Issuance of New Securities and Junior Secured Note and Attached Warrants.

The issuance of New Weirton Common Stock under the Plan by Reorganized Weirton is hereby authorized without further act or action under applicable Law. Reorganized Weirton is authorized to issue the Junior Secured Notes in the principal amount of \$35,000,000, and the attached Warrants. All securities issued pursuant to this Plan will be exempt from registration under the Securities Act of 1933, as amended, pursuant to section 1145 of the Bankruptcy Code to the extent permitted thereby.

ARTICLE IX EFFECT OF CONFIRMATION OF THE PLAN

9.1 Term of Bankruptcy Injunction or Stays.

Unless otherwise provided, all injunctions or stays provided for in this Reorganization Case under sections 105 and 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, will remain in full force and effect until the Effective Date.

9.2 Vesting of Assets.

(A) On the Effective Date, except as otherwise provided under the Plan, (i) all property of the Estate of Weirton will vest in Reorganized Weirton.

(B) From and after the Effective Date, the Reorganized Debtor may operate its business, and may use, acquire and dispose of property in accordance with the Plan and the Confirmation Order, but otherwise free of any restrictions imposed under the Bankruptcy Code, the Bankruptcy Rules or the Office of the U.S. Trustee.

(C) As of the Effective Date, all property of the Reorganized Debtor will be free and clear of all Liens, claims and interests of holders of Claims and Equity Interests, except as provided in the Plan.

9.3 Claims Preserved.

(A) As of the Effective Date, any and all Avoidance Actions accruing to the Debtor and Debtor-in-Possession, including those under sections 502(d), 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code, will be preserved and will vest with the Reorganized Debtor. Except as specifically provided herein, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or the relinquishment of any rights, Claims or causes of action that the Debtor, the Estate or the Reorganized Debtor may have or which the Reorganized Debtor may choose to assert on behalf of the Estate in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy Law, including, without limitation, (i) any and all Claims against any person or entity, to the extent such person or entity asserts a crossclaim, counterclaim and/or Claim for setoff which seeks affirmative relief against the Debtor, the Reorganized Debtor, their officers, directors, or representatives, (ii) any and all rights, claims, obligations and causes of action of any nature of any of the Debtor against any non-debtor subsidiary or affiliate, (iii) the avoidance of any transfer by or obligation of the Estate or the Debtor or the recovery of the value of such or (iv) the turnover of any property of the Estate. All such rights, Claims and causes of action shall remain in full force and effect and are retained by the Debtor, its Estate and the Reorganized Debtor for enforcement. The Avoidance Action Recoveries shall be payable to holders of Allowed Class 6 Claims in accordance with the treatment of such Class.

(B) Nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any claim, cause of action, right of setoff or other legal or equitable defense that the Debtor had immediately prior to the Petition Date, against or with respect to any Claim left unimpaired by the Plan. The Reorganized Debtor shall have, retain, reserve and be entitled to assert all such claims, causes of action, rights of setoff or other legal or equitable defenses which they or any of them had immediately prior to the Petition Date fully as if the Reorganization Case had not been commenced, and all legal and/or equitable rights of the Reorganized Debtor respecting any Claim left unimpaired by the Plan may be asserted after the Confirmation Date to the same extent as if this case had not been commenced.

9.4 Discharge of Debtor.

The rights afforded to the holders of Claims and Interests hereunder will be in consideration and for complete satisfaction, discharge and release of Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtor, its bankruptcy Estate or any of its assets or properties. Except as otherwise provided herein, (a) on the Effective Date, all such Claims against and Equity Interests in the Debtor will be satisfied, discharged and released in full and (b) all Persons will be precluded and enjoined from asserting against the Reorganized Debtor, its successors, or its assets or properties any other or further Claims or Equity Interests based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Confirmation Date.

9.5 Discharge of Claims and Termination of Equity Interests.

Except as otherwise specifically provided herein or in the Confirmation Order, and other than indemnification obligations of Weirton to its current officers and directors, which obligations will be assumed by Reorganized Weirton, the rights afforded in the Plan and the payments and distributions to be made hereunder shall discharge all existing debts and Claims, and terminate all Equity Interests of any kind, nature or description whatsoever against or in the Debtor or any of its assets or properties to the fullest extent permitted by section 1141 of the Bankruptcy Code. Except as otherwise provided herein or in the Confirmation Order, upon the Effective Date, all existing Claims against the Debtor and Equity Interests in the Debtor, shall be, and shall be deemed to be, discharged and terminated, and all holders of

Claims and Equity Interests shall be precluded and enjoined from asserting against the Reorganized Debtor, or any of its assets or properties, any other or further Claim or Equity Interest based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim or proof of Equity Interest.

9.6 Release of Officers and Directors of the Debtor.

In consideration of the efforts expended and to be expended by the Debtor's current and former officers and directors in conjunction with their operational and financial restructuring during the Reorganization Case, on the Effective Date, the Debtor and Reorganized Debtor will automatically release and will be deemed to release any and all claims (including any claims arising out of any alleged fiduciary or other duty) that they have or may have against any of their officers and directors who held such positions after the Petition Date in their capacities as such, arising or based upon any actions, conduct or omissions occurring after the Petition Date and prior to the Effective Date, excluding willful misconduct and gross negligence. The Confirmation Order shall constitute an order approving the compromise, settlement and release of any and all such claims pursuant to section 1123(b)(3)(A) of the Bankruptcy Code. To the full extent permitted by applicable Law, each holder of a Claim (whether or not Allowed) against or Equity Interest in the Debtor shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset or recover and shall be deemed to release any Claim against such officers and directors prior to the Effective Date, excluding, however, willful misconduct and gross negligence. Notwithstanding the foregoing, nothing in the Plan releases or shall be deemed to release the Debtor from the obligations under the Exit Facility and other documents and instruments necessary and convenient to the implementation of the Exit Facility, including, without limitation, the documents necessary for the ESLGB Guarantee.

9.7 Injunction.

Except as otherwise expressly provided in the Plan, the Confirmation Order or a separate order of the Bankruptcy Court, all entities who have held, hold or may hold Claims against or Equity Interests in the Debtor, are permanently enjoined, on or after the Effective Date, from (a) commencing or continuing in any manner any action or proceeding of any kind against the Debtor with respect to any Claim or Equity Interest, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtor or the Reorganized Debtor or against the property or interest in property of the Debtor or the Reorganized Debtor on account of any such Claim or Equity Interest, (c) creating, perfecting or enforcing any encumbrance or Lien of any kind against the Debtor or the Reorganized Debtor or against the property or interest in property of the Debtor or the Reorganized Debtor on account of any such Claim or Equity Interest, (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtor or the Reorganized Debtor against the property or interests in property of the Debtor or the Reorganized Debtor on account of any such Claim or Equity Interest or (e) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Claims and causes of action which are extinguished, dismissed or released pursuant to the Plan. Such injunction shall extend to successors of the Debtor, including, without limitation, the Reorganized Debtor and its respective properties and interests in properties.

9.8 Injunction Against Interference with Plan.

Upon the entry of the Confirmation Order, all holders of Claims and Equity Interests, and other parties-in-interest, along with their respective present or former affiliates, employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.

9.9 Continuing Obligations Under Insurance Policies.

The discharge and release of the Debtor as provided in this Plan shall not diminish or impair the enforceability of any Insurance Policies that may cover Claims against the Debtor or any other Person. The Debtor will continue to comply with its non-monetary duties and obligations under the Insurance Policies. The Insurers will continue to be responsible for Insurance Claims, including, without limitation, future claims, in accordance with the terms of the Insurance Policies and the requirements of state and other applicable Law, notwithstanding the discharge and release of the Debtor's monetary obligations that may otherwise be required under the Insurance Policies. Any claim of the Insurers against the Debtor for retrospective premiums, self-insured retentions, deductible payments or any other monetary obligations with respect to Insurance Policies issued prior to the Petition Date or with respect to coverage of Insurance Claims shall constitute Class 6 general unsecured claims if otherwise Allowed.

Notwithstanding any other provision of this Plan, the Insurers' right to setoff shall be allowed to the extent that such rights exist under the Insurance Policies, and to the extent that the reciprocal obligations are mutual (*i.e.*, both obligations are prepetition, or both obligations are postpetition). The Insurers shall not be permitted to exercise setoff rights to the extent that such rights do not exist under the Insurance Policies, or to the extent that the reciprocal obligations are not mutual (*i.e.*, one obligation is prepetition and the other is postpetition). In no event, however, shall the Debtor or the Reorganized Debtor be obligated for a cash payment of any nature to any of the Insurers pertaining to a setoff or any other reciprocal obligation.

To the extent that any of the Insurance Policies that are not current year policies are deemed to be executory contracts, such Insurance Policies are rejected under the Plan.

ARTICLE X EFFECTIVENESS OF THE PLAN

10.1 Conditions Precedent to Effectiveness.

The Plan will not become effective unless and until the following conditions have been satisfied or waived pursuant to Section 10.3:

(a) the Confirmation Order has been entered on the docket for the Reorganization Case by the Clerk of the Bankruptcy Court in a form and of a substance acceptable to the Debtor, the Exit Lenders and the ESLGB, each in their sole discretion, and such Confirmation Order becomes a Final Order, with no stay or injunction in effect with respect thereto;

(b) all actions, documents and agreements necessary to implement the Plan have been effected or executed, including, without limitation, the execution, delivery and/or filing of the documents constituting the Plan Supplement;

(c) the ESLGB shall have given final approval, in its sole discretion, to the application of the Debtor for loan guarantees under the Emergency Steel Loan Guarantee Act of 1999, 15 U.S.C. 1841, *et seq.*

(c) Weirton shall have satisfied all conditions precedent to the final approval of the ESLGB Guarantee;

(d) all conditions precedent to closing under the Exit Facility have been satisfied, or waived by the ESLGB or Fleet, as the case may be;

(d) Weirton has received all authorizations, consents, regulatory approvals, rulings, opinion letters or documents that are determined by the Debtor to be necessary to implement and effectuate the Plan;

(e) the achievement of modifications to existing agreements with the ISU and the IGU and modification of Retiree Benefits for salaried retirees each in a form acceptable to Weirton in its sole discretion;

(f) Weirton has received accommodations from the Fund in a form acceptable to Weirton in its sole discretion; and

(g) Weirton has received accommodations from the PBGC in a form acceptable to Weirton in its sole discretion.

10.2 Effect of Failure of Conditions. In the event that one or more of the conditions specified in Section 10.1 have not occurred on or before ninety (90) days after the Confirmation Date, (a) the Confirmation Order will be automatically vacated, (b) no distributions under the Plan will be made, (c) the Debtor and all holders of Claims and Equity Interests will be restored to the *status quo ante* as of the date immediately preceding the Confirmation Date as though the Confirmation Date had never occurred and (d) the Debtor's obligations with respect to Claims and Equity Interests will remain unchanged and nothing contained herein shall constitute or be deemed a waiver or release of any Claims or Equity Interests by or against the Debtor or any other person to prejudice in any manner the rights of the Debtor or any other Person in any further proceeding involving the Debtor.

10.3 Waiver of Conditions/Consummation.

(A) The Debtor may waive, by a writing signed by an authorized representative of the Debtor, with the prior consent of the Exit Lenders, and subsequently filed with the Bankruptcy Court, one or more conditions precedent to the effectiveness of the Plan set forth in Section 10.1 which shall make Section 10.2 hereof inapplicable to such condition.

(B) If the Debtor performs such a waiver and/or consummates the Plan, the Debtor's waiver of any conditions will benefit from the "mootness doctrine" as will the act of consummation of the Plan, which will foreclose any ability to challenge the Plan in court. The failure to satisfy or waive a condition may be asserted by the Debtor regardless of the circumstances that give rise to the failure or condition to be satisfied (including, without limitation, any act, action, failure to act or inaction by the Debtor). The failure of the Debtor to assert the non-satisfaction of any conditions will not be deemed a waiver of any other rights under the Plan, and each such right will be deemed an ongoing right that may be asserted or waived at any time or from time to time.

(C) The stay of the Confirmation Order, pursuant to Rule 3020(e) shall be deemed waived by entry of the Confirmation Order.

ARTICLE XI
RETENTION OF JURISDICTION

11.1 The Court shall retain jurisdiction after the Confirmation Date for the following purposes:

(A) Claims: The classification and allowance of Claims or Equity Interests and the re-examination of Claims that have been allowed for purposes of voting only, and the determination of such objections as may be filed to Claims. The failure by the Debtor or other party-in-interest to object to,

or to examine any Claim for the purposes of voting, shall not be deemed a waiver of the Debtor's right, in accordance with the provisions of this Plan, to later timely object to or reexamine the Claim in whole or in part.

(B) Disputes: The determination of all questions and disputes regarding title to the assets of the Debtor and the determination of all causes of action, controversies, disputes or conflicts, whether or not subject to action pending as of the Confirmation Date between the Debtor and any other Persons, including, but not limited to, any right of the Debtor to recover assets pursuant to the provisions of the Bankruptcy Code, and, more particularly for the Debtor, the Reorganized Debtor or the Creditors' Committee to pursue the Avoidance Actions.

(C) Corrections: The correction of any defects, the curing of any omission, or the reconciliation of any inconsistency in the Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan.

(D) Modification: The modification or amendment of this Plan after the Confirmation Date.

(E) Interpretation: To enforce and interpret the terms and conditions of the Plan and to resolve any dispute arising under or relating to the Plan.

(F) Enforcement: Entry of any Order, including injunctions, necessary to enforce the title, right and powers of the Debtor or the Reorganized Debtor and to impose such limitations, restrictions, terms and conditions of such title, right and powers as this Court may deem necessary.

(G) Termination of Case: Entry of any Order concluding and terminating this Reorganization Case.

(H) Causes of Action: To hear and determine causes of action by or against the Debtor or Reorganized Debtor, or by the Creditors' Committee on behalf of the Debtor, arising prior to commencement of, or during the pendency of, this Reorganization Case, including but not limited to Avoidance Actions.

(I) Professional Fee Claims: To hear and determine fee applications of Professionals or other Claims, including, but not limited to, any dispute regarding Professional fees.

(J) Implementation: At any time, the Court may issue Orders and give directives to the Debtor or the Reorganized Debtor and other parties to implement and enforce the Plan pursuant to section 1142 of the Bankruptcy Code.

(K) Other Matters: For all other purposes and matters to the extent that subject matter jurisdiction exists for this Court under the Bankruptcy Code, as currently enacted or subsequently amended.

(L) Taxes: To hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code.

(M) Executory Contracts and Leases: To hear and determine motions for the assumption or rejection of executory contracts and unexpired leases and the allowance of Claims resulting therefrom and incident thereto.

(N) Employee Benefits. To hear and determine motions made pursuant to sections 1113 and 1114 of the Bankruptcy Code, and to hear and determine any disputes regarding determinations necessary to effect pension and other benefit plan terminations or modifications.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Effectuating Documents and Further Transactions. Each of the Debtor and the Reorganized Debtor is authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and any securities issued pursuant to the Plan.

12.2 Proof of Claim. Consistent with Bankruptcy Rule 3003(c), the Reorganized Debtor shall recognize a Proof of Claim timely filed by the Indenture Trustee in respect of the Indenture Note Claims. Accordingly, any Indenture Note Claim, proof of which is filed with the registered or beneficial holder of any Indenture Note Claim, respectively, may be disallowed as duplicative of the Claim of the pertinent Indenture Trustee, without need for any further action or Bankruptcy Court order.

12.3 Record Date. At the close of business on the Distribution Record Date, (i) the claims registers shall be closed, (ii) the transfer books and records of the Indenture Notes as maintained by the Indenture Trustee or its agents, shall be closed and (iii) any transfer of any Indenture Note Claim or any Interest therein shall be prohibited. The Debtors, Reorganized Weirton and the Indenture Trustee shall have no obligation to recognize any transfer of any Indenture Note Claims occurring after the close of business on the Distribution Record Date, and shall instead be entitled to recognize and deal for all purposes under this Plan with only those holders of record as of the close of business on the Distribution Record Date.

12.4 Corporate Action. On the Effective Date, all matters provided for under the Plan that would otherwise require approval of the stockholders or directors of the Debtor or Reorganized Debtor, including without limitation, the authorization to issue or to cause to be issued stock or notes in or against the Reorganized Debtor, the effectiveness of the certificate of incorporation of Reorganized Debtor, the by-laws of the Reorganized Debtor, and the election or appointment, as the case may be, of officers and directors of the Reorganized Debtor pursuant to the Plan shall be deemed to have occurred and will be in effect from and after the Effective Date pursuant to the applicable general corporation Law of the state in which the Debtor and the Reorganized Debtor are incorporated, without any requirement of further action by the stockholders or directors of the Debtor or Reorganized Debtor.

12.5 Exemption From Transfer Taxes. Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of notes or equity securities under the Plan, the creation of any mortgage, deed of trust or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including without limitation any bills of sale or assignments executed in connection with any of the transactions contemplated under in furtherance of or in connection with the Plan, shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax. All transactions consummated by the Debtor and approved by the Bankruptcy Court on or after the Petition Date through and including the Effective Date, including without limitation, the sale of property by the Debtor pursuant to section 363(b) of the Bankruptcy Code and the assumption, assignment and sale by the Debtor of unexpired leases of non-residential real property pursuant to section 365(a) of the Bankruptcy Code, shall be deemed to have been made under, in furtherance of, or in connection with the Plan, and thus, shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

12.6 Bankruptcy Court Approved Payments. Notwithstanding the contents of the Debtor's Schedules, Claims listed therein as undisputed, liquidated, and not contingent shall be reduced by the amount, if any, that was paid by the Debtor pursuant to previous Orders of the Bankruptcy Court. To the extent such payments are not reflected in the schedules, such schedules are hereby amended and reduced to reflect that such payments were made. After the Confirmation Date, nothing in this Plan shall preclude the Debtor from paying or honoring, and the Debtor is hereby authorized to pay or honor, Claims, policies or programs that the Debtor was authorized to pay or honor pursuant to any order of the Bankruptcy Court entered prior to the Confirmation Date.

12.7 Cram Down. In the event that a Class votes against the Plan, and the Plan is not withdrawn as provided herein, the Debtor reserves the right to effect a "cram down" of the Plan pursuant to section 1129(b) of the Bankruptcy Code. To the extent any Class is deemed to reject the Plan by virtue of the treatment provided to such Class, the Plan shall be "crammed down" on the claimants within such Class pursuant to section 1129(b) of the Bankruptcy Code.

12.8 Confirmation Order. The Confirmation Order shall and is hereby deemed to ratify all transactions effected by the Debtor during the period commencing on the Petition Date through the Effective Date, except for any acts constituting willful misconduct, gross negligence or fraud.

12.9 Time. In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12.10 Exculpation. None of the Debtor, the Reorganized Debtor, Fleet, the Postpetition Lenders, the Exit Lenders, the ESLGB, the Creditors' Committee, the Retiree Committee, the Indenture Trustees, or the Ad Hoc Committee of Noteholders or any of their respective members, officers, directors, employees, advisors, Professionals or agents shall have or incur any liability to any holder of a Claim or Equity Interest for any action or omission in connection with, related to, or arising out of the Reorganization Case, the pursuit of confirmation of the Plan, the consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan, except for willful misconduct and gross negligence, and, in all respects, the Debtor, the Reorganized Debtor, the ESLGB, the Creditors' Committee, the Retiree Committee, the Indenture Trustees and the Ad Hoc Committee of Noteholders and each of their respective members, officers, directors, employees, advisors, Professionals and agents will be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan; provided, however, that nothing in this section shall be deemed a release of the Debtor or the Reorganized Debtor from its obligations under the Exit Facility and other documents and instruments necessary and convenient to the implementation of the Exit Facility, including, without limitation, the documents necessary for the ESLGB Guarantee.

12.11 Termination of the Committees. Other than for the purpose of pursuing Avoidance Actions, which right has been assigned under the Plan to the Creditors' Committee, the appointment of the Creditors' Committee and the Retiree Committee will terminate thirty (30) days after the Effective Date and the Creditors' Committee and the Retiree Committee shall be dissolved on such date.

12.12 Post-Effective Date Fees and Expenses. From and after the Effective Date, the Reorganized Debtor will, in the ordinary course of business, and without the necessity of any approval from the Bankruptcy Court, pay the reasonable fees and expenses of Professionals hereafter incurred by the Reorganized Debtor, including without limitation, those fees and expenses incurred in connection with the implementation and consummation of the Plan.

12.13 Amendment or Modification of the Plan. Alterations, amendments or modifications of the Plan may be proposed in writing by the Debtor at any time prior to the Confirmation Date, provided that the Plan, as altered, amended or modified, satisfies the conditions of sections 1122 and 1123 of the Bankruptcy Code, and the Debtor has complied with section 1125 of the Bankruptcy Code. The Plan may be altered, amended or modified at any time before or after the Confirmation Date and before substantial consummation, provided that the Plan, as altered, amended or modified, satisfies the requirements of sections 1122 and 1123 of the Bankruptcy Code and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as altered, amended or modified, under section 1129 of the Bankruptcy Code. The Debtor may, without notice to holders of Claims or Equity Interests insofar as it does not materially and adversely affect the interests of any such holders, correct any defect or omission in this Plan and any exhibit hereto or in any document required by the Plan.

12.14 Substantial Consummation. Substantial Consummation of the Plan within the meaning of section 1101(2)(B) of the Bankruptcy Code will have occurred on the Effective Date when substantially all of the property proposed to be transferred under the Plan has been transferred, the Reorganized Debtor has assumed the businesses of the Debtor and its Estate, and distributions under the Plan have commenced in the manner provided under the Plan and in the Confirmation Order.

12.15 Severability. In the event that the Bankruptcy Court determines, prior to the Confirmation Date, that any provision in the Plan is invalid, void or unenforceable, such provision shall be invalid, void or unenforceable with respect to the holder or holders of such Claims or Equity Interests as to which the provision is determined to be invalid, void or unenforceable. The invalidity, voidness or unenforceability of any such provision shall in no way limit or affect the enforceability and operative effect of any other provision hereof.

12.16 Revocation, Withdrawal or Amendment of the Plan. The Debtor reserves the right to revoke, withdraw or amend the Plan prior to the Confirmation Date. If the Debtor revokes or withdraws the Plan prior to the Confirmation Date, then the Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims by or against the Debtor or any other Person or to prejudice in any manner the rights of the Debtor or any Person in any further proceedings involving the Debtor.

12.17 Binding Effect. The Plan shall be binding upon and inure to the benefit of the Debtor, the holders of Claims and Equity Interests, and their respective successors and assigns, including, without limitation, the Reorganized Debtor.

12.18 Notices. All notices, requests and demands to or upon the Debtor to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to Debtor:

Weirton Steel Corporation
400 Three Springs Drive
Weirton, WV 26062
Attention: William R. Kiefer, Esq.
Telephone: 304.797.2000
Facsimile: 304.797.3484

With a copy to:

McGuireWoods LLP
625 Liberty Avenue
Dominion Tower, 23rd Floor
Pittsburgh, PA 15222
Attention: Mark E. Freedlander, Esq.
Telephone: 412.667.6000
Facsimile: 412.667.6050

If to the Creditors' Committee:

Blank Rome LLP
The Chrysler Building
405 Lexington Avenue
New York, NY 10017
Attention: Marc E. Richards, Esq.
Telephone: 212.885.5231
Facsimile: 212.885.5001

If to Postpetition Lenders:

Goldberg, Kohn, Bell, Black, Rosenbloom &
Moritz, Ltd.
55 East Monroe Street, Suite 3700
Chicago, IL 60603
Attention: Alan P. Solow, Esq.
Drew Cardonick, Esq.
Telephone: 312.201.4000
Facsimile: 312.332.2196

If to J.P. Morgan Trust Company, N.A.:

Reed Smith, LLP
435 Sixth Avenue
Pittsburgh, PA 15219
Attention: Eric P. Schaffer, Esq.
Telephone: 412.288.3131
Facsimile: 412.288.3063

If to Ad Hoc Committee of Noteholders:

Akin Gump Strauss Hauer & Feld LLP
590 Madison Avenue
New York, NY 10022
Attention: Lisa G. Beckerman, Esq.
Telephone: 212.872.1000
Facsimile: 212.872.1002

If to the ESLGB:

Emergency Steel Loan Guarantee Board
1099 14th Street, Suite 2600E
Washington, D.C. 20005
Attention: Marguerite Owen, Esq.
Telephone: 202.219.0582
Facsimile: 202.219.0585

With a copy to:

Curtis, Mallet-Prevost, Colt & Mosle LLP
101 Park Avenue
New York, NY 10178
Attention: Steven J. Reisman, Esq.
Telephone: 212.696.6065
Facsimile: 212.697.1559

12.19 Governing Law. Except to the extent the Bankruptcy Code, Bankruptcy Rules or other Law is applicable, or to the extent an exhibit to the Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the Laws of the State of West Virginia, without giving effect to the principles of conflicts of law of such jurisdiction.

12.20 Withholding and Reporting Requirements. In connection with the consummation of the Plan, the Debtor or the Reorganized Debtor, as the case may be, will comply with all withholding and reporting requirements imposed by any Federal, State or local taxing authority and all distributions hereunder will be subject to any such withholding and reporting requirements.


12.21 Allocation of Plan Distributions Between Principal and Interest. To the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, for Federal Income Tax purposes, be allocated to the principal amount of the Claim first and then to the interest amount of the Claim.

12.22 Headings. Headings are used in the Plan for convenience and reference only, and will not constitute a part of the Plan for any other purpose.

12.23 Plan Supplement and Assumption Schedule. All documents included in the Plan Supplement and Assumption Schedule are incorporated into and are a part of the Plan as if set forth in full herein.

Dated: Wheeling, West Virginia
November 13, 2003

WEIRTON STEEL CORPORATION,
a Delaware Corporation

By: 
Name: D. Leonard Wise
Title: Chief Executive Officer