

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

In re:

WP Steel Venture LLC, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 12-11661 (KJC)

Jointly Administered

**Hearing Date: Nov. 20, 2012 at 2:00 p.m. (ET)**

**Objections Due: Nov. 13, 2012 at 4:00 p.m. (ET)**

**DEBTORS' FIRST OMNIBUS MOTION FOR AN ORDER  
AUTHORIZING THE ASSUMPTION AND ASSIGNMENT  
OF CERTAIN EXECUTORY CONTRACTS PURSUANT TO  
SECTIONS 105 AND 365 OF THE BANKRUPTCY CODE**

- **PARTIES RECEIVING THIS MOTION SHOULD LOCATE THEIR NAMES AND CONTRACTS ON EXHIBIT B THERETO**

The debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) hereby move (the “**Motion**”) for entry of an order, substantially in the form attached hereto as Exhibit A, pursuant to sections 105(a) and 365 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), (i) authorizing the assumption and assignment of certain executory contracts, and (ii) establishing \$0.00 cure amounts in connection with the assumption and assignment of those executory contracts. In support of the Motion, the Debtors respectfully represent as follows:

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

## **JURISDICTION**

1. This Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are sections 105(a) and 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

## **BACKGROUND**

### A. General Background

2. On May 31, 2012 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are continuing in possession of their respective properties and managing their respective businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. By order dated June 1, 2012, these chapter 11 cases were consolidated for procedural purposes. On June 12, 2012, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (the “**Committee**”).

3. The events leading up to the Petition Date and the facts and circumstances further supporting the relief requested herein are set forth in the Declaration of Richard D. Caruso In Support of Chapter 11 Petitions and First Day Pleadings, which was filed with the Court on the Petition Date (D.I. 11).

### B. The Yorkville Sale

4. On June 4, 2012, the Debtors filed that certain Motion for Orders: (A)(I) Approving Bidding Procedures in Connection with Sale(s) of Substantially All of the Debtors Assets; (II) Scheduling Hearing to Consider Sale; (III) Approving Form and Manner of Notice Thereof; and (IV) Authorizing Entry into Stalking Horse Agreements Subject to Further Hearing;

(B)(I) Authorizing and Approving Sale of Assets Free and Clear of Liens, Claims, Encumbrances, and Interests; and (II) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases; and (C) Granting Related Relief (D.I. 93) (the “**Bid Procedures Motion**”). On June 21, 2012, the Court entered the Order granting the Bid Procedures Motion to the extent set forth therein (D.I. 354) (the “**Bid Procedures Order**”).

5. In accordance with the Bid Procedures Order, RG Steel Wheeling, LLC (“**RG Wheeling**”), one of the Debtors in these chapter 11 cases, conducted an auction on July 31, 2012 for the sale of certain assets (the “**Yorkville Assets**”) related to its steelmaking facilities located at 219 Public Road, Yorkville, Ohio 43971 (the “**Yorkville Facility**”). RG Wheeling ultimately selected Esmark Steel Group, LLC’s (“**Esmark**”) cash purchase price of \$5,150,000 as the successful bid in such auction. See Notice of Successful Bid and Back-Up Bid in Connection with Sale of Certain Assets of RG Steel Wheeling, LLC (Yorkville Assets) (D.I. 779). On August 6, 2012, the Debtors filed that certain Asset Purchase Agreement (the “**Yorkville APA**”) dated July 31, 2012, by and between RG Wheeling and Esmark (collectively, the “**Parties**”) (D.I. 783). An Order authorizing and approving the sale of the Yorkville Assets to Esmark pursuant to the Yorkville APA was entered by the Court on August 12, 2012 (D.I. 903) (the “**Yorkville Sale Order**”). In order to resolve certain disputes between the Parties, the Yorkville APA was amended pursuant to that certain Amendment to Asset Purchase Agreement dated as of October 18, 2012 (the “**APA Amendment**”).

6. At the hearing before the Bankruptcy Court regarding approval of the sale of the Yorkville Assets pursuant to the Yorkville APA, counsel to Esmark clarified on the record, and counsel to the Debtors confirmed on the record, that the Yorkville Assets include all rights, title, and interest of the Debtors in and to that certain liquid nitrogen gas transportation line (the

“**Nitrogen Line**”) located in the state of Ohio that intersects the real property comprising the Yorkville Facility. See In re WP Steel Venture, LLC, et al., Transcript of Hearing dated August 15, 2012, at 42-43.

7. The Debtors’ property interests in and to the Nitrogen Line are comprised various conveyances of easements, rights of way, permits, and/or licenses granting predecessors in interest to the Debtors rights in and to the Nitrogen Line. In particular, there are 23 unrecorded easements, rights of way, permits, and/or licenses (collectively, the “**Unrecorded Yorkville Agreements**”) granting predecessors in interest to the Debtors rights and interests in and to the Nitrogen Line. A list of the Unrecorded Yorkville Agreements is attached hereto and incorporated herein by reference as Exhibit B.

8. Pursuant to Section 1.1(d) of the Yorkville APA, RG Wheeling sold, transferred, assigned, conveyed, and delivered to Esmark all of RG Wheeling’s right, title, and interest in, to and under, free and clear of all encumbrances, all real property owned by RG Wheeling (including all buildings, structures, and improvements thereon, appurtenances thereto, and mineral interests thereunder) (collectively, the “**Yorkville Real Property**”), as set forth on Schedule 1.1(d) of the Seller Disclosure Schedules. Schedule 1.1(d) of the Seller Disclosure Schedules incorporates by reference Schedule 4.12(a) of the Seller Disclosure Schedules, which lists real estate located at 219 Public Road, Yorkville, OH 43971 (the Yorkville Facility). Thus, Esmark acquired all of RG Wheeling’s rights, title, and interest in all real property located at the Yorkville Facility free and clear of any and all liens, claims, and encumbrances. Likewise, the APA Amendment adds a new Section 8.14 to the Yorkville APA, which provides, in pertinent part, that the Debtors shall file with the Bankruptcy Court a motion seeking to assume and assign to Purchaser (i.e., Esmark), to the fullest extent permitted by applicable law, all of Seller’s (i.e.,

the Debtors’) rights and interests in, and liabilities, responsibilities, and obligations under Contracts (as defined in the APA Amendment) set forth in Exhibit B to the APA Amendment, and use good faith best efforts to cause the Bankruptcy Court to enter an order authorizing and approving the assumption and assignment of the Contracts to the fullest extent permitted by applicable law. The Unrecorded Yorkville Agreements identified on Exhibit B attached hereto are identical to the Contracts identified on Exhibit B to the APA Amendment.

### **RELIEF REQUESTED**

9. To the extent the Unrecorded Yorkville Agreements constitute executory contracts, the Debtors request that the Court enter an order, substantially in the form annexed hereto as Exhibit A: (i) authorizing the assumption and assignment of the Unrecorded Yorkville Agreements in order to convey all of RG Wheeling’s rights, title, and interest in the Unrecorded Yorkville Agreements to the greatest extent permitted by applicable law; and (ii) establishing \$0.00 as the cure amount for each of the Unrecorded Yorkville Agreements in connection with such assumption and assignment (the “**Assumption/Assignment Order**”).<sup>2</sup> Furthermore, the Debtors request that this Court waive the 14-day stay of effectiveness of the Assumption/Assignment Order under Bankruptcy Rule 6006(d).

### **BASIS FOR RELIEF**

10. Section 105(a) of the Bankruptcy Code provides that “[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Pursuant to section 365(a) of the Bankruptcy Code, a debtor may assume or reject any executory contract or unexpired lease of the debtor, subject to the court’s approval. 11 U.S.C. § 365(a). Section 365(b) of the Bankruptcy Code requires the debtor to

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<sup>2</sup> For the avoidance of doubt, pursuant to the Yorkville APA, to the extent any of the Unrecorded Yorkville Agreements are determined to have a cure amounts that are greater than \$0.00, Esmark shall be responsible for the payment of such cure amounts.

satisfy certain requirements at the time of assumption if a default exists under the executory contract or unexpired lease. 11 U.S.C. § 365(b) (requiring a debtor to cure a default, or provide adequate assurance that it will promptly cure such default, as a condition for the assumption of an executory contract or unexpired lease). Once the debtor assumes the executory contract or unexpired lease, it may assign such contract or lease to a third party under section 365(f) of the Bankruptcy Code so long as there is adequate assurance of future performance by the assignee of such contract or lease. 11 U.S.C. § 365(f)(2).

11. In determining whether to approve a debtor's decision to assume an executory contract, courts apply the "business judgment" test. NLRB v. Bildisco & Bildisco, 465 U.S. 513, 523 (1984); Sharon Steel Corp. v. National Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.), 872 F.2d 36, 40 (3d Cir. 1989). The business judgment test is not difficult to satisfy, as the court should allow the assumption of an executory contract so long as it would be beneficial to the estate. In re AbitibiBowater Inc., 418 B.R. 815, 831 (Bankr. D. Del. 2009); In re LRP Mushrooms, Inc., 2010 Bankr. LEXIS 2241, \*18 (Bankr. E.D. Pa. July 13, 2010) (citing Nostas Assocs. v. Costich (In re Klein Sleep Prods., Inc.), 78 F.3d 18, 25 (2d Cir. 1996)). As long as the debtor exercises sound business judgment and otherwise satisfies the conditions set forth in section 365(b) of the Bankruptcy Code, the assumption should be approved by the Court. In re Distributed Energy Sys. Corp., 2008 Bankr. LEXIS 2579, \*4-5 (Bankr. D. Del. Oct. 17, 2008).

12. The Yorkville Sale Order, which approved the Yorkville APA, transferred, assigned, conveyed, and delivered to Esmark all of RG Wheeling's rights, title, and interest in the Yorkville Assets (including the Debtors' rights in and to the Nitrogen Line) free and clear of any and all liens, claims, and encumbrances. At the time the Yorkville APA was entered into

between the Parties, neither the Debtors nor Esmark knew that the Unrecorded Yorkville Agreements had never been recorded.

13. The Debtors have reviewed the Unrecorded Yorkville Agreements and determined that, in light of the fact that the Debtors have sold the Yorkville Assets and no longer have any use for the Nitrogen Line, such Unrecorded Yorkville Agreements are of no economic value to the Debtors or their estates and are likely of value only to Esmark. Furthermore, assumption and assignment of the Unrecorded Yorkville Agreements will allow the Debtors and Esmark to uphold and carry out the terms of, and the parties' intent in entering into, the Yorkville APA. Notably, in the Yorkville Sale Order, the Court already found that the Debtors' entry into the Yorkville APA and consummation of the sale contemplated thereby was in the best interests of the Debtors, their estates, and other parties in interest. In light of the foregoing, the Debtors submit that the assumption and assignment of the Unrecorded Yorkville Agreements to Esmark is an exercise of sound business judgment and is in the best interests of the Debtors, their estates, and all other parties in interest.

14. Further, the Debtors are unaware of any existing defaults under the Unrecorded Yorkville Agreements and consequently, do not believe there are any monetary cure obligations related to the assumption and assignment of the Unrecorded Yorkville Agreements. For the avoidance of doubt, pursuant to the Yorkville APA, to the extent any of the Unrecorded Yorkville Agreements are determined to have a cure amount greater than \$0.00, Esmark shall be responsible for the payment of such cure amounts.

15. In addition, Esmark shall have provided adequate assurance of future performance through its satisfaction of obligations related to the Unrecorded Yorkville Agreements, if any, and through further evidence to be provided, as necessary. See Carlisle Homes, Inc. v. Azzari

(In re Carlisle Homes, Inc.), 103 B.R. 524, 538 (Bankr. D.N.J. 1989) (holding that the meaning of “adequate assurance of future performance” depends on the facts and circumstances of each case, but should be given “practical, pragmatic construction.”); In re Bygaph, Inc., 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (finding adequate assurance of future performance present when the prospective assignee of a lease from the debtors has the financial resources and has expressed a willingness to devote sufficient funding to the business in order to give it a strong likelihood of succeeding). Accordingly, Debtors submit that the requirements of the section 365(b)(1)(C) and (f)(2) have been satisfied.

#### **WAIVER OF BANKRUPTCY RULE 6006(d) STAY OF EFFECTIVENESS**

16. Bankruptcy Rule 6006(d) provides that “[a]n order authorizing the [debtor] to assign an executory contract . . . under § 365(f) is stayed until the expiration of 14 days after the entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6006(d). The Debtors submit that there is a sufficient basis for a waiver of the 14-day stay period required under Bankruptcy Rule 6006(d) with respect to the Assumption/Assignment Order, as waiving such stay period will allow the Debtors to comply with their obligations under section 8.14 of the Yorkville APA, and will not prejudice the Debtors, their estates, or any party in interest. Accordingly, the Debtors hereby request that the Court waive the 14 day stay provided for in Bankruptcy Rule 6006(d) as it relates to the assumption and assignment of the Unrecorded Yorkville Agreements.

#### **NOTICE**

17. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the Committee; (c) counsel to the agents for the Debtors’ prepetition and postpetition senior secured lenders; (d) counsel to the agent for the Debtors’ prepetition junior secured lenders; (e) counsel



to The Renco Group, Inc., a secured noteholder; (f) counsel to Esmark; (g) counsel to the counterparties to each of the Unrecorded Yorkville Agreements, to the extent practicable; and (h) those parties requesting service in these cases pursuant to Bankruptcy Rule 2002. Due to the age of some of the Unrecorded Yorkville Agreements, it may be difficult to ascertain a current address to provide notice to the counterparty to each of the Unrecorded Yorkville Agreements. Accordingly, the Debtors are also providing notice of this Motion via publication in Railway Age.<sup>3</sup> In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

18. No previous motion for the relief sought herein has been made to this or any other court.

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<sup>3</sup> Railway Age is a leading trade journal for the rail transport industry that is published monthly.

**CONCLUSION**

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as Exhibit A, granting the relief sought in the Motion and such other and further relief as may be just and proper.

Dated: Wilmington, Delaware  
November 1, 2012

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

*/s/ Erin R. Fay*

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*Co-Counsel to the Debtors and  
Debtors in Possession*

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

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In re: : Chapter 11  
: :  
WP Steel Venture LLC, et al.,<sup>1</sup> : Case No. 12-11661(KJC)  
: :  
Debtors. : (Jointly Administered)  
: :  
: **Hearing Date: November 20, 2012 at 2:00 p.m. (ET)**  
: **Objections Due: November 13, 2012 at 4:00 p.m. (ET)**  
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**NOTICE OF DEBTORS' FIRST OMNIBUS MOTION  
FOR AN ORDER AUTHORIZING THE ASSUMPTION AND  
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS PURSUANT TO  
SECTIONS 105 AND 365 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned cases, have today filed the attached **Debtors' First Omnibus Motion for an Order Authorizing the Assumption and Assignment of Certain Executory Contracts Pursuant to Sections 105 and 365 of the Bankruptcy Code** ("Motion").

PLEASE TAKE FURTHER NOTICE that any party wishing to oppose the entry of an order approving the Motion must file a response or objection ("Objection") if any, to the Motion with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **November 13, 2012 at 4:00 p.m. (Eastern Time)** (the "Objection Deadline").

At the same time, you must serve such Objection on counsel for the Debtors so as to be received by the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION WILL BE HELD ON **NOVEMBER 20, 2012 AT 2:00 P.M. (EASTERN TIME)** BEFORE THE HONORABLE KEVIN J. CAREY AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 5TH FLOOR, COURTROOM #5, WILMINGTON, DELAWARE 19801. ONLY PARTIES WHO HAVE FILED A TIMELY OBJECTION WILL BE HEARD AT THE HEARING.

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

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: November 1, 2012  
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

*/s/ Erin R. Fay*

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6627284.1

**EXHIBIT A**

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

In re:

WP Steel Venture LLC, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 12-11661 (KJC)

Jointly Administered

**Re: D.I.** \_\_\_\_\_

**ORDER AUTHORIZING THE ASSUMPTION AND ASSIGNMENT  
OF CERTAIN EXECUTORY CONTRACTS PURSUANT TO  
SECTIONS 105 AND 365 OF THE BANKRUPTCY CODE**

Upon consideration of the first omnibus motion (the “**Motion**”)<sup>2</sup> of the above-captioned debtors and debtors in possession (the “**Debtors**”) for entry of an order, pursuant to sections 105(a) and 365 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), (i) authorizing the Debtors to assume and assign the Unrecorded Yorkville Agreements to Esmark Steel Group, LLC (“**Esmark**”), and (ii) establishing \$0.00 as the cure amount for each of the Unrecorded Yorkville Agreements in connection with such assumption and assignment; and due and sufficient notice of the Motion having been given; and it appearing that no other or further notice need be provided; and the Court being satisfied that the assumption and assignment of the Unrecorded Yorkville Agreements is a proper exercise of the Debtors’ business judgment and is in the best interests of the Debtors, their estates, and all parties in interest; and after due deliberation and sufficient cause appearing therefore, it is hereby

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

<sup>2</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

**ORDERED, ADJUDGED AND DECREED that:**

1. The Motion is granted.
2. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, the Debtors are hereby authorized to assume and assign the Unrecorded Yorkville Agreements to Esmark, and such assumption and assignment is hereby approved.
3. The Debtors' cure obligation in connection with the assumption and assignment of each of the Unrecorded Yorkville Agreements is fixed at \$0.00.
4. Esmark has satisfied all requirements under sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code to provide adequate assurance of future performance under the Unrecorded Yorkville Agreements.
5. The Debtors are authorized to take any action necessary to effectuate the terms of this Order without further order of the Court.
6. The 14-day stay provided for in Bankruptcy Rule 6006(d) is hereby waived, and this Order shall be immediately effective upon entry.
7. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order, including, without limitation, any disputes related to cure obligations or cure amounts.

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

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT B**



Non-Debtor Counterparty to Contract	Debtor Party to Contract	Type of Agreement	Date	Address	Cure Amount
Board of County Commissioners of Jefferson County, Ohio	RG Steel Wheeling, LLC	Amendment to agreement accompanying original agreement dated August 23, 1948, granting authority to construct, maintain and operate a ten (10) inch pipeline, for the transportation of gas from Steubenville South Plant to Yorkville Plant	01/31/69	Board of County Commissioners of Jefferson County, Ohio 301 Market St. Steubenville, OH 43952	\$0
Board of County Commissioners of Jefferson County, Ohio	RG Steel Wheeling, LLC	Agreement granting authority to construct, maintain and operate a ten (10) inch pipeline, for the transportation of gas from Steubenville South Plant to Yorkville Plant	08/23/48	Board of County Commissioners of Jefferson County, Ohio 301 Market St. Steubenville, OH 43952	\$0
Board of County Commissioners of Jefferson County, Ohio	RG Steel Wheeling, LLC	Easement granting right-of-way to lay, construct, operate, maintain, repair and remove an underground ten (10) inch coke oven gas line in the Township of Warren, Jefferson County, Ohio	02/27/68	Board of County Commissioners of Jefferson County, Ohio 301 Market St. Steubenville, OH 43952	\$0
Franklin Real Estate Company	RG Steel Wheeling, LLC	Amendment to agreement accompanying original agreement dated August 12, 1948, granting authority to construct and maintain a ten (10) inch pipeline under the surface of certain real estate located in Wells Township, Jefferson County, Ohio	02/13/69	Franklin Real Estate Company 225 South 15th Street Philadelphia, PA 19102	\$0
Norfolk Southern Corporation and CSX Transportation, successors in interest to The Pennsylvania Railroad Company	RG Steel Wheeling, LLC	Certifications of Secretary of The Pennsylvania Railroad Company relating to minutes from Board of Director meetings held on 03/23/27 and 05/19/27 providing authorization for the sale of certain real estate	3/23/1927 and 5/19/1927	Norfolk Southern Corp. c/o Legal Department 3 Commercial Place Norfolk, VA 23510-2191 - and - CSX Transportation c/o Legal Department 500 Water St., 15th Fl. Jacksonville, FL 32202	\$0

Non-Debtor Counterparty to Contract	Debtor Party to Contract	Type of Agreement	Date	Address	Cure Amount
<p>Norfolk Southern Corporation and CSX Transportation, successors in interest to The Pennsylvania Railroad Company, successor to The Cleveland &amp; Pittsburgh Railroad Company, lessee of and operating The Cleveland &amp; Pittsburgh Railroad</p>	<p>RG Steel Wheeling, LLC</p>	<p>License to construct, operate and maintain certain wires, cables or pipelines and their appurtenances across the right-of-way, tracks and property of the railroad company</p>	<p>08/26/48</p>	<p>Norfolk Southern Corp. c/o Legal Department 3 Commercial Place Norfolk, VA 23510-2191 - and - CSX Transportation c/o Legal Department 500 Water St., 15th Fl. Jacksonville, FL 32202</p>	<p>\$0</p>
<p>Norfolk Southern Corporation and CSX Transportation, successors in interest to The Pennsylvania Railroad Company, successor to The Cleveland and Pittsburgh Railroad Company</p>	<p>RG Steel Wheeling, LLC</p>	<p>License to construct, operate and maintain certain wires, cables or pipelines and appurtenances across the right-of-way, tracks and property of the railroad company</p>	<p>09/09/48</p>	<p>Norfolk Southern Corp. c/o Legal Department 3 Commercial Place Norfolk, VA 23510-2191 - and - CSX Transportation c/o Legal Department 500 Water St., 15th Fl. Jacksonville, FL 32202</p>	<p>\$0</p>
<p>Norfolk Southern Corporation and CSX Transportation, successors in interest to The Pennsylvania Railroad Company, successor to The Cleveland and Pittsburgh Railroad Company</p>	<p>RG Steel Wheeling, LLC</p>	<p>Longitudinal Occupational Agreement to construct, operate and maintain certain wires, cables or pipelines and appurtenances across the right-of-way and other property of the railroad company</p>	<p>03/16/59</p>	<p>Norfolk Southern Corp. c/o Legal Department 3 Commercial Place Norfolk, VA 23510-2191 - and - CSX Transportation c/o Legal Department 500 Water St., 15th Fl. Jacksonville, FL 32202</p>	<p>\$0</p>
<p>Norfolk Southern Corporation, successor in interest to Norfolk and Western Railway Company</p>	<p>RG Steel Wheeling, LLC</p>	<p>Supplemental Agreement accompanying original agreement dated May 27, 1948, granting authority to construct, maintain, operate, renew, repair and remove a ten (10) inch pipeline, for the transmission of artificial gas, under and along the right of way of the railroad company</p>	<p>09/01/65</p>	<p>Norfolk Southern Corporation c/o Legal Department 3 Commercial Place Norfolk, VA 23510-2191</p>	<p>\$0</p>

Non-Debtor Counterparty to Contract	Debtor Party to Contract	Type of Agreement	Date	Address	Cure Amount
Norfolk Southern Corporation, successor in interest to Norfolk and Western Railway Company	RG Steel Wheeling, LLC	Letter Agreement regarding license to install nitrogen gas pipelines on the property and under the tracks of the railroad company at the Steubenville Branch, Warrenton, Ohio location	09/27/78	Norfolk Southern Corporation c/o Legal Department 3 Commercial Place Norfolk, VA 23510-2191	\$0
Norfolk Southern Corporation, successor in interest to Norfolk and Western Railway Company	RG Steel Wheeling, LLC	License to construct, maintain, repair, renew, operate, use and remove an eight (8) inch and ten (10) inch carrier pipeline crossings and encroachment	09/27/78	Norfolk Southern Corporation c/o Legal Department 3 Commercial Place Norfolk, VA 23510-2191	\$0
Ohio Power Company	RG Steel Wheeling, LLC	Amendment to original agreement dated August 12, 1948, granting authority to construct and maintain a ten (10) inch pipeline under the surface of certain real estate located in Wells Township, Jefferson County, Ohio	02/13/69	Ohio Power Company 1 Riverside Plaza Columbus, OH 43215-2373	\$0
State of Ohio, Department of Transportation, Division of Highways	RG Steel Wheeling, LLC	Permit to reconnect a ten (10) inch nitrogen gas line	07/05/78	Ohio Department of Transportation Division of Highways c/o Office of Chief Legal Counsel 1980 West Broad St. Columbus, OH 43223	\$0
State of Ohio, Department of Transportation, Division of Highways	RG Steel Wheeling, LLC	Permit regarding relocation of ten (10) inch coke oven gas line near Little Rush Run, Ohio	05/20/54	Ohio Department of Transportation Division of Highways c/o Office of Chief Legal Counsel 1980 West Broad St. Columbus, OH 43223	\$0
State of Ohio, Department of Transportation, Division of Highways	RG Steel Wheeling, LLC	Permit to lay gas line	09/29/48	Ohio Department of Transportation Division of Highways c/o Office of Chief Legal Counsel 1980 West Broad St. Columbus, OH 43223	\$0

Non-Debtor Counterparty to Contract	Debtor Party to Contract	Type of Agreement	Date	Address	Cure Amount
State of Ohio, Department of Transportation, Division of Highways	RG Steel Wheeling, LLC	Permit to lay fourteen (14) inch casing to enclose a ten (10) inch gas line	02/05/69	Ohio Department of Transportation Division of Highways c/o Office of Chief Legal Counsel 1980 West Broad St. Columbus, OH 43223	\$0
State of Ohio, Department of Transportation, Division of Highways	RG Steel Wheeling, LLC	Letters between parties regarding request for placement of fourteen (14) foot gate in right-of-way area and construction of power transmission tower	8/11/69 and 8/18/69	Ohio Department of Transportation Division of Highways c/o Office of Chief Legal Counsel 1980 West Broad St. Columbus, OH 43223	\$0
State of Ohio, Department of Transportation, Division of Highways	RG Steel Wheeling, LLC	Permit to install a ten (10) inch gas line	02/02/79	Ohio Department of Transportation Division of Highways c/o Office of Chief Legal Counsel 1980 West Broad St. Columbus, OH 43223	\$0
State of Ohio, Department of Transportation, Division of Highways	RG Steel Wheeling, LLC	Permit to construct concrete anchor pier and tower foundation for catenary bridge over Short Creek location	09/29/48	Ohio Department of Transportation Division of Highways c/o Office of Chief Legal Counsel 1980 West Broad St. Columbus, OH 43223	\$0
The Wheeling and Lake Erie Railway Company	RG Steel Wheeling, LLC	Agreement to enter upon the railway's right-of-way, and to construct and maintain a pipeline thereon, for the transmission of artificial gas between plants located in Mingo Junction, Ohio and Yorkville, Ohio	05/27/48	The Wheeling and Lake Erie Railway Company Attn: Legal Department 100 East First St. Brewster, OH 44613	\$0

Non-Debtor Counterparty to Contract	Debtor Party to Contract	Type of Agreement	Date	Address	Cure Amount
The Wheeling and Lake Erie Railway Company and Norfolk Southern Corporation, successors in interest to The New York, Chicago and St. Louis Railroad Company	RG Steel Wheeling, LLC	Supplemental Agreement accompanying original agreement dated May 27, 1948, granting authority to construct, maintain, operate, use, renew, repair and remove a ten (10) inch pipeline, for the transmission of artificial gas, under and along the right of way of the railroad company	07/08/54	The Wheeling and Lake Erie Railway Company c/o Legal Department 100 East First St. Brewster, OH 44613 -and- Norfolk Southern Corporation c/o Legal Department 3 Commercial Place Norfolk, VA 23510-2191	\$0
The Wheeling and Lake Erie Railway Company and Norfolk Southern Corporation, successors in interest to The New York, Chicago and St. Louis Railroad Company	RG Steel Wheeling, LLC	Supplemental Agreement to original agreement dated May 27, 1948, granting authority to construct, maintain, operate, use, renew, repair and remove a ten (10) inch pipeline, for the transmission of artificial gas, under and along the right of way of the railroad company	03/01/63	The Wheeling and Lake Erie Railway Company c/o Legal Department 100 East First St. Brewster, OH 44613 -and- Norfolk Southern Corporation c/o Legal Department 3 Commercial Place Norfolk, VA 23510-2191	\$0
United States of America, represented by the U.S. Army Corps. Of Engineers	RG Steel Wheeling, LLC	Contract for relocation, rearrangement or alteration of gas line	06/07/63	U.S. Army Corps. Of Engineers Pittsburgh District 2200 William S. Moorhead Federal Building 1000 Liberty Avenue Pittsburgh, PA 15222-4186	\$0