

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

FILED
U.S. BANKRUPTCY COURT
2003 DEC 24 PM 1:18
NORTHERN DISTRICT OF OHIO
YOUNGSTOWN

In re: : Chapter 11
: Jointly Administered
:
: Chief Judge William T. Bodoh
COPPERWELD CORPORATION : Case No. 00-43869
COPPERWELD BIMETALLICS PRODUCTS COMPANY : Case No. 00-43868
COPPERWELD EQUIPMENT COMPANY : Case No. 00-43870
COPPERWELD MARKETING & SALES COMPANY : Case No. 00-43871
COPPERWELD TUBING PRODUCTS COMPANY : Case No. 00-43872
METALLON MATERIALS ACQUISITION CORPORATION : Case No. 00-43899
MIAMI ACQUISITION CORPORATION : Case No. 00-43900
SOUTHERN CROSS INVESTMENT COMPANY : Case No. 00-43904
TAC ACQUISITION CORPORATION : Case No. 00-43905
WELDED TUBE CO. OF AMERICA : Case No. 00-43911
WELDED TUBE HOLDINGS, INC., : Case No. 00-43912
:

Copperweld Debtors.

NOTICE OF OCCURRENCE OF EFFECTIVE DATE

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Occurrence of Effective Date. On **December 17, 2003**, the Effective Date for the Second Amended Joint Plan of Reorganization of Copperweld Corporation and Certain of its Debtor Affiliates, dated October 8, 2003, as modified (the "Plan"), confirmed in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Copperweld Debtors"), 11 of the debtors and debtors in possession in these jointly administered chapter 11 cases, occurred. Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Plan and the Confirmation Order.

2. Satisfaction of Claims and Termination of Interests.

a. Except as provided in the Plan or in the Confirmation Order, the rights afforded under the Plan and the treatment of Claims and Interests under the Plan shall be in exchange for, and in complete satisfaction and release of all Claims and termination of, all Interests arising on or before the Effective Date, including any interest accrued on Claims from the Petition Date. Except as provided in the Plan or in the Confirmation Order, Confirmation shall, as of the Effective Date and immediately after the cancellation of the Old Common Stock of the Copperweld Debtors: (a) release the Copperweld Debtors from all Claims or other debts that arose on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (ii) a Claim based on such debt is allowed pursuant to section 502 of the Bankruptcy Code or (iii) the holder of a Claim based on such debt has accepted the Plan; and (b) terminate all Interests and other rights of equity security holders in the Copperweld Debtors.

b. In accordance with the foregoing, except as provided in the Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination, as of the Effective Date and immediately after the cancellation of the Old Common Stock of the Copperweld Debtors, of a release of all Claims and other debts and liabilities against the Copperweld Debtors and termination of all Interests and other rights of equity security holders in the Copperweld Debtors.

3. Releases.

a. **General Releases of Copperweld Debtors.** Except as otherwise expressly set forth in the Plan, on and after the Effective Date, the Copperweld Debtors are released from all claims (including Derivative Claims), obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities, whether liquidated or contingent, known or unknown, foreseen or unforeseen, in law or in equity, from the beginning of time through the Effective Date.

b. **General Releases by Holders of Claims or Interests.** As of the Effective Date, in consideration for the obligations of the Copperweld Debtors under the Plan and the Cash or New Common Stock and other contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan or the Asset Purchase Agreement, (i) each holder of a Claim or Interest that votes in favor of the Plan and (ii) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Entity that has held, holds or may hold a Claim, Administrative Claim, Copperweld DIP Lender Claim or Interest or at any time was a creditor or claimant or stockholder of any of the Copperweld Debtors shall be deemed to forever release, waive and discharge all claims (including Derivative Claims), obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities (other than (a) the right to enforce the Copperweld Debtors' obligations under the Plan and the contracts, instruments, releases, agreements and documents delivered thereunder; and (b) Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities against, by or of New Copperweld relating to or arising out of the Assumed Liabilities), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction or other occurrence taking place on or prior to the Effective Date in any way relating to a Copperweld Debtor, the Reorganization Cases or the Plan, the Disclosure Statement or the Asset Purchase Agreement that such Entity has, had or may have against any Copperweld Debtor, the members of the Noteholders' Committee, the Copperweld DIP Lenders, the group of Copperweld DIP Term Lenders, New Copperweld, the Copperweld Distribution Trust, the Copperweld Distribution Trustee and each of their respective present or former directors, officers, employees, attorneys, accountants, underwriters, investment bankers, financial advisors and agents, acting in such capacity (which release shall be in addition to the discharge of Claims and termination of Interests provided in the Plan and under the Confirmation Order and the Bankruptcy Code); provided, however, that there are no releases, discharges or injunctions with respect to any fiduciary obligation under ERISA.

4. Injunctions.

a. Except as provided in the Plan or the Confirmation Order, as of the Effective Date, all Entities that have held, currently hold or may hold a Claim or other debt or liability that is satisfied or released, as applicable, or an Interest or other right of an equity security holder that is terminated pursuant to the terms of the Plan shall be permanently enjoined from taking any of the following actions on account of any such discharged or satisfied Claims, debts or liabilities or terminated Interests or rights: (a) commencing or continuing in any manner any action or other proceeding against the Copperweld Debtors, Estates, Copperweld Distribution Trust, Copperweld Distribution Trustee, New Copperweld or their respective property, other than to enforce any right pursuant to the Plan to a distribution; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Copperweld Debtors, Estates, Copperweld Distribution Trust, Copperweld Distribution Trustee, New Copperweld or their respective property, other than as permitted pursuant to (a) above; (c) creating, perfecting or enforcing any lien or encumbrance against the Copperweld Debtors, Estates, Copperweld Distribution Trust, Copperweld Distribution Trustee, New Copperweld or their respective property; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Copperweld Debtors, Estates, Copperweld Distribution Trust, Copperweld Distribution Trustee or New Copperweld; and (e) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

b. As of the Effective Date, all Entities that have held, currently hold or may hold any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities that are released pursuant to the Plan shall be permanently enjoined from taking any of the following actions against any released Entity or its property on account of such released claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities: (a) commencing or continuing in any manner any action or other proceeding; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (c) creating, perfecting or enforcing any Lien; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to any released Entity; and (e) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

c. By accepting distributions pursuant to the Plan, each holder of an Allowed Claim receiving distributions pursuant to the Plan shall be deemed to have specifically consented to the injunctions set forth in Section XI.B of the Plan.

5. Termination of Subordination Rights and Settlement of Related Claims and Controversies.

a. The classification and manner of satisfying all Claims and Interests under the Plan take into consideration all subordination rights, whether arising under general principles of equitable subordination, contract, section 510(b) of the Bankruptcy Code, section 510(c) of the Bankruptcy Code or otherwise, that a holder of a Claim or Interest may have against other Claim or Interest holders with respect to any distribution made pursuant to the Plan. All subordination rights that a holder of a Claim may have with respect to any distribution

to be made pursuant to the Plan shall be terminated, and all actions related to the enforcement of such subordination rights shall be permanently enjoined. Accordingly, distributions pursuant to the Plan to holders of Allowed Claims shall not be subject to payment to a beneficiary of such terminated subordination rights or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights.

b. Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all claims or controversies relating to the subordination rights that a holder of a Claim may have with respect to any Allowed Claim or any distribution to be made pursuant to the Plan on account of any Allowed Claim. The entry of the Confirmation Order constituted the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Copperweld Debtors, Estates and their respective property and Claim and Interest holders and is fair, equitable and reasonable.

6. Bar Dates.

a. Except as otherwise provided in the Plan, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Copperweld Distribution Trustee and New Copperweld no later than **January 16, 2004** (the "Administrative Claims Bar Date"). Holders of Administrative Claims that are required to File and serve such a request for payment of such Administrative Claims and that do not File and serve a request by the applicable Bar Date shall be forever barred from asserting such Administrative Claims against the Copperweld Debtors, New Copperweld, the Copperweld Distribution Trust, the Copperweld Distribution Trustee or their respective property, and such Administrative Claims shall be deemed waived as of the Effective Date. Objections to such requests must be Filed and served on New Copperweld and the Copperweld Distribution Trust and the requesting party by the later of (A) **April 15, 2004** or (B) 60 days after the Filing of the applicable request for payment of Administrative Claims.

b. Professionals or other Entities asserting a Professional Fee Claim for services rendered to the Copperweld Debtors before the Effective Date must File and serve on New Copperweld and the Copperweld Distribution Trustee and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order, the Professional Fee Order or other order of the Bankruptcy Court an application for final allowance of such Professional Fee Claim, as it relates solely to services provided to the Copperweld Debtors, no later than **February 16, 2004**; *provided, however*, that any Professional who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses for services rendered before the Effective Date from New Copperweld, without further Bankruptcy Court review or approval, pursuant to the Ordinary Course Professionals Order. Objections to any Professional Fee Claim must be Filed and served on New Copperweld, the Copperweld Distribution Trustee and the requesting party by the later of (1) **March 16, 2004** or (2) 30 days after the Filing of the applicable request for payment of the Professional Fee Claim. To the extent necessary, the Confirmation Order shall amend and supersede any previously entered order of the Bankruptcy Court, including the Professional Fee Order, regarding the payment of Professional Fee Claims.

To the extent that any Professional has provided services to the LTV Debtors and the Copperweld Debtors, the Bar Date for Professional Fee Claims in Section III.A.1.e.ii.A.II of the Plan relates only to such Professional's fees for services and reimbursement of expenses reasonably allocable by such Professional solely to the Copperweld Debtors; claims relating to such Professional's fees for services and reimbursement of expenses to the LTV Debtors may be sought against the Estates of such LTV Debtors. The failure of a Professional to allocate any particular fees or expenses to the Copperweld Debtors shall not foreclose, waive or affect in any way, the Professional's right to seek allowance and payment of such fees or expenses from the LTV Debtors.

c. Holders of Administrative Claims arising from liabilities incurred by a Copperweld Debtor in the ordinary course of its business (including Administrative Trade Claims, Administrative Claims of governmental units for Taxes (including Tax audit Claims arising after the Petition Date), Administrative Claims arising from or under those contracts and leases entered into or assumed after the Petition Date and Intercompany Claims that are Administrative Claims) shall not be required to File or serve any request for payment of such Administrative Claims. Such Administrative Claims shall be satisfied pursuant to Section III.A.1.c.i of the Plan.

d. Holders of Administrative Claims or other Claims under or evidenced by the Copperweld DIP Facility shall not be required to File or serve any request for payment of such Claims. Such Claims shall be determined according to the books and records of the Copperweld DIP Facility Agent Bank in accordance with the terms and conditions of the Copperweld DIP Facility, and are Allowed Claims and shall be satisfied pursuant to Section III.A.1.c.ii of the Plan.

e. Holders of Administrative Claims related to the RAP shall not be required to File or serve any request for payment of such Claims.

f. Notwithstanding anything in the Bar Date Order to the contrary, if the rejection of an Executory Contract or Unexpired Lease pursuant to Section V.C of the Plan gives rise to a Claim (including any Claims arising from those indemnification obligations described in Section V.E.1 of the Plan) by the other party or parties to such contract or lease, such Claim shall be forever barred and shall not be enforceable against the Copperweld Debtors, the Estates, the Copperweld Distribution Trust, the Copperweld Distribution Trustee, New Copperweld, their respective successors or their respective properties unless a proof of Claim is Filed and served on the Copperweld Distribution Trustee, or as otherwise directed by another order of the Bankruptcy Court, no later than 30 days after the Effective Date.

7. Bankruptcy Court Address. For purposes of Filing requests for payment of Administrative Claims, applications for allowance of Professional Fee Claims and Proofs of Claims arising from the rejection of Executory Contracts and Expired Leases, the address of the Bankruptcy Court is Nathaniel R. Jones Federal Building & U.S. Courthouse, 10 East Commerce Street, Youngstown, Ohio 44503-1621.

8. Copperweld Distribution Trustee Address. For purposes of serving requests for payment of Administrative Claims, applications for allowance of Professional Fee

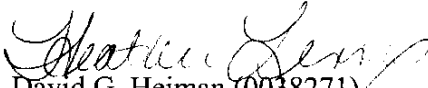
Claims and Proofs of Claims arising from the rejection of Executory Contracts and Unexpired Leases, the address of the Copperweld Distribution Trustee is Judge James A. Goodman and Eric R. Wilson, Kelley, Drye & Warren LLP, 101 Park Avenue, New York, New York 10178.

9. New Copperweld Address: For purposes of serving requests for payment of Administrative Claims and applications for allowance of Professional Fee Claims, the address of New Copperweld is Copperweld Acquisition Company, c/o Deborah J. Hylton, Esq. and Sheri Covington, Womble Carlyle Sandridge & Rice, Suite 400, 2530 Meridian Parkway, Durham, NC 27713.

10. Copies of Confirmation Order. Copies of the Confirmation Order may be obtained at www.ltvsteel.com or by calling Logan and Company, Inc. at 973-509-3190.

Dated: December 24, 2003

BY ORDER OF THE COURT



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**UNITED STATES BANKRUPTCY COURT
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	: : Chief Judge William T. Bodoh
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	: :

Copperweld Debtors.

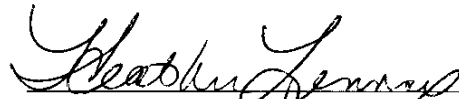
CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on December 23, 2003, copies of the following were served by first class mail, postage prepaid, on the parties identified on the attached General Service List:

Notice of Occurrence of Effective Date

Dated: December 23, 2003

Respectfully submitted,



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