

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

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 FILING OF EXHIBIT I.A.92 TO  
SECOND AMENDED JOINT PLAN OF REORGANIZATION OF  
COPPERWELD CORPORATION AND CERTAIN OF ITS DEBTOR AFFILIATES**

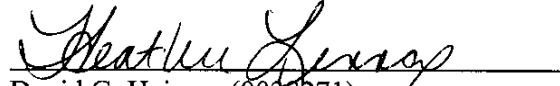
PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On October 8, 2003 and November 7, 2003, the above-captioned debtors and debtors in possession (collectively, the "Copperweld Debtors") filed the Second Amended Joint Plan of Reorganization of Copperweld Corporation and Certain of its Debtor Affiliates and modifications thereto, respectively (collectively, the "Second Amended Plan").
2. Exhibit I.A.92 to the Second Amended Plan is the form of the Partial Term Loan Claim Assignment Agreement and is attached hereto as Exhibit A.

3. The Copperweld Debtors reserve the right to modify, amend, supplement, restate or withdraw any information on this Exhibit.

Dated: November 7, 2003

Respectfully submitted,



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ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

**EXHIBIT A**

## PARTIAL TERM LOAN CLAIM ASSIGNMENT AGREEMENT

THIS PARTIAL TERM LOAN CLAIM ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of this 15<sup>th</sup> day of December, 2003, by and among Copperweld Acquisition Company, a Delaware corporation ("Assignee"), and the undersigned lenders listed on Exhibit A hereto (the "Copperweld DIP Term Lenders").

### RECITALS:

WHEREAS, the Copperweld DIP Term Lenders are parties to the Senior Secured Super-Priority Debtor-in-Possession Credit Agreement ("Copperweld DIP Facility") with Copperweld Corporation, a Delaware corporation and a subsidiary of The LTV Corporation; Copperweld Canada Inc., an Ontario corporation ("Copperweld Canada"); Welded Tube Holdings, Inc., a Delaware corporation; and certain Copperweld Debtors named as Credit Parties within the Copperweld DIP Facility;

WHEREAS, in connection with the term loan portion of the Copperweld DIP Facility (the "Copperweld DIP Term Loan"), the Copperweld Debtors and Copperweld Canada currently owe the Copperweld DIP Term Lenders \$ \_\_\_\_\_ in the aggregate in principal and interest;

WHEREAS, pursuant to the Second Amended Joint Plan of Reorganization of the Copperweld Debtors, dated as of \_\_\_\_\_, 2003 (the "Plan"), and the Asset Purchase Agreement, dated as of November \_\_\_\_, 2003, by and among certain Copperweld Debtors and Assignee (the "Asset Purchase Agreement"), Assignee has agreed to purchase certain assets from such Copperweld Debtors; and

WHEREAS, as described in the Plan, the Copperweld DIP Term Lenders have agreed to, collectively, assign \$83,875,000.00 of the Copperweld DIP Term Lender Claims (the "Released Term Loan Claim") to Assignee pursuant to this Agreement in exchange for certain equity securities of Assignee;

NOW, THEREFORE, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used in the recitals and body of this Agreement and not otherwise defined herein shall have the meanings given them in the Plan.
2. Assignment of Released Term Loan Claim. Each Copperweld DIP Term Lender hereby assigns, conveys and transfers to Assignee that dollar portion of such Copperweld DIP Term Lender's right, title and interest in the Released Term Loan Claim as is set forth opposite such Copperweld DIP Term Lender's name on Exhibit A hereto. Assignee hereby accepts all right, title and interest of the Copperweld DIP Term Lenders in such Released Term Loan Claim.
3. Issuance of Equity Securities. In consideration of each Copperweld DIP Term Lender's assignment of its portion of the Released Term Loan Claim to Assignee, Assignee hereby issues to each Copperweld DIP Term Lender that number of Units (as defined herein) of

Assignee's capital stock as is set forth opposite such Copperweld DIP Term Lender's name on Exhibit A hereto. For purposes of this Agreement, the term "Unit" shall mean \_\_\_\_\_ share(s) of Assignee's Class A Common Stock, \$0.01 par value per share (the "Class A Stock"), and \_\_\_\_\_ share(s) of Assignee's Class B Common Stock, \$0.01 par value per share (the "Class B Stock").

4. Representations and Warranties of Copperweld DIP Term Lenders. Each Copperweld DIP Term Lender hereby represents to Assignee, on behalf of itself only, as follows:

(a) It is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Act").

(b) It is aware that the Units acquired by it hereunder are being acquired pursuant to an exemption from the registration requirements of the Act and state securities laws, and that it may not transfer or dispose of the Units, in whole or in part, unless such Units are registered for sale in accordance with the Act and state securities laws, or are exempt from such registration requirements.

(c) It is aware that, in addition to the restrictions imposed on the transfer or disposition of the Units under the Act and state securities laws, the transfer and disposition of the Units will also be restricted by the terms of a Stockholders Agreement, dated as of the date hereof, by and among the Assignee and the holders of the Class A Stock and the Class B Stock (the "Stockholders Agreement").

(d) It is acquiring the Units for its own account and has no present intention to redistribute the Units.

(e) It is a sophisticated investor capable of evaluating the risks involved in acquiring the Units, and such Copperweld DIP Term Lender is able to withstand the loss of its entire investment in the Units.

(f) It has reviewed all materials it deems relevant concerning the Units and the Assignee, including, but not limited to, the Plan, the Disclosure Statement, the Stockholders Agreement, the Asset Purchase Agreement, the Assignee's Certificate of Incorporation, the 2003 Stock Plan of Assignee and the Bylaws of Assignee.

(g) It has had an opportunity to ask questions of, and receive information from, the Assignee and persons acting on Assignee's behalf concerning the Assignee and such Copperweld DIP Term Lender's investment in the Units.

(h) It is duly organized and validly existing under the laws of its respective state of organization.

(i) It has full power and authority under the applicable laws of its jurisdiction of organization and its governing documents to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

(j) The execution, delivery and performance of this Agreement by it and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary action on its part under the laws of its jurisdiction of organization and its governing documents, and this Agreement constitutes its binding obligation, enforceable against it in accordance with its terms, except insofar as enforceability may be limited by bankruptcy, insolvency, moratorium or other laws which may affect creditors' rights and remedies generally and by principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

(k) The execution, delivery and performance of this Agreement by it and the consummation by it of the transactions contemplated hereby do not, with or without the giving of notice or the lapse of time, or both, (i) violate any material provision of law, statute, rule or regulation to which it is subject, (ii) violate any material order, judgment or decree applicable to it, or (iii) conflict with, or result in a breach or default under, any term or condition of its certificate of incorporation, bylaws or equivalent governing document or any material agreement or other material instrument to which it is a party or by which it or its property is bound.

5. Representations and Warranties of Assignee. Assignee hereby represents and warrants to each Copperweld DIP Term Lender as follows:

(a) It is a corporation duly organized and validly existing under the laws of the State of Delaware.

(b) It has full corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

(c) The execution, delivery and performance of this Agreement by it and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on its part, and this Agreement constitutes its binding obligation, enforceable against it in accordance with its terms, except insofar as enforceability may be limited by bankruptcy, insolvency, moratorium or other laws which may affect creditors' rights and remedies generally and by principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

(d) The execution, delivery and performance of this Agreement by it and the consummation by it of the transactions contemplated hereby do not, with or without the giving of notice or the lapse of time, or both, (i) violate any provision of any material law, statute, rule or regulation to which it is subject, (ii) violate any material order, judgment or decree applicable to it, or (iii) conflict with, or result in a breach or default under, any term or condition of its Certificate of Incorporation or its Bylaws or any material agreement or other material instrument to which it is a party or by which it or its property is bound.

6. Additional Covenants of Copperweld DIP Term Lenders. Each Copperweld DIP Term Lender hereby acknowledges and agrees that contemporaneously with the execution and delivery of this Agreement by it that it shall execute and deliver the Stockholders Agreement to

Assignee. Notwithstanding the foregoing, each Copperweld DIP Term Lender shall be bound by the terms and provisions of the Stockholders Agreement (as the same may be amended from time to time), for so long as it holds any shares of Assignee's capital stock and regardless of whether it executes the Stockholders Agreement.

7. Miscellaneous.

(a) This Agreement shall be governed by, and in accordance with, Delaware law, without regard to the choice of law provisions thereof.

(b) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument.

(c) Each party hereto agrees to execute and deliver any and all further documents, and undertake such other actions, as may be necessary or appropriate to effect the transactions described herein.

(d) This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

COPPERWELD ACQUISITION COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature pages of Copperweld DIP Term Lenders follows.]*

**EXHIBIT A**

**COPPERWELD DIP TERM LENDERS**