

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE:	:	Chapter 11
	:	
LTV STEEL COMPANY, INC.,	:	Jointly Administered
a New Jersey corporation, <u>et al.</u> ,	:	Case No. 00-43866
	:	
Debtors.	:	Judge Randolph Baxter
	:	
COPPERWELD CORPORATION	:	Case No. 00-43869
COPPERWELD BIMETALLICS PRODUCT 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 INVESTMENT COMPANY	:	Case No. 00-43904
TAC ACQUISITION COMPANY	:	Case No. 00-43905
WELDED TUBE CO. OF AMERICA	:	Case No. 00-43911
WELDED TUBE HOLDINGS, INC.,	:	Case No. 00-43912
	:	
Copperweld Debtors	:	

**FINAL FEE APPLICATION OF THORP REED & ARMSTRONG, LLP FOR
COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT OF
EXPENSES FOR SERVICES TO THE COPPERWELD DEBTORS
FOR THE PERIOD DECEMBER 29, 2000 THROUGH DECEMBER 16, 2003**

Thorp Reed & Armstrong, LLP ("Thorp Reed"), special counsel to the above-captioned Copperweld Debtors, hereby makes its final fee application (the "Application") seeking final allowance and award of compensation for services rendered and reimbursement of expenses from December 29, 2000 through December 17, 2003 pursuant to 11 U.S.C §§ 330 and 331 of the Bankruptcy Code. In support of this Application, Thorp Reed respectfully represents as follows:

1. By this application, Thorp Reed seeks (i) final allowance of fees and expenses in the aggregate of \$120,233.36 for the period of December 29, 2000 through April 30, 2001, which was previously awarded to Thorp Reed on an interim basis by order of the court dated, December 7, 2001, approving the First Application (the "First Interim Application") of Thorp Reed & Armstrong, LLP for Interim Allowance of Compensation and Reimbursement of Expenses for the Period December 29, 2000 through April 30, 2001. (the "First Interim Order"); (ii) final allowance of fees and expenses in the aggregate of \$224,064.54 for the period of May 1, 2001 through August 31, 2001, which were previously requested by Thorp Reed on an interim basis in the Second Application of Thorp Reed for Interim Allowance of Compensation and Reimbursement of Expenses for the Period May 1, 2000 through August 31, 2001 (the "Second Interim Application"), which was filed with the Court on December 31, 2001 and is still pending with the Court. (A proposed order granting the Second Interim Application (the "Proposed Second Interim Order") was sent to the Courts, to Judge Baxter's attention, by letter dated February 17, 2004.); (iii) final allowance of fees and expenses in the aggregate of \$ 198,262.77 for the period of September 1, 2001 through December 31, 2001 (the "Sept-Dec, 2001 Fees"), and for an order directing the Copperweld Debtors to pay the 20% holdback being, \$38,439.60 of the Sept-Dec, 2001 Fees (the "Sept-Dec, 2001 Holdback"); (iv) final allowance of interim fees and expenses in the aggregate of \$182,270.35 for the period of January 1, 2002 through April 30, 2002 (the "Jan-April 2002 Fees"), and for an order directing the Copperweld Debtors to pay the 20% holdback, being \$33,681.40, of the Jan-April, 2002 Fees (the "Jan-April, 2002 Holdback"); (v) final allowance of interim fees and expenses in the aggregate of \$164,960.80 for the period of May 1, 2002 through August 31, 2002 (the "May-Aug, 200 Fees"), and for an order directing the

Copperweld Debtors to pay the 20% holdback, being \$31,586.13, of the May-Aug, 2002 Fees (the "May-Aug, 2002 Holdback"); (vi) final allowance of interim fees and expenses in the aggregate of \$274,213.60 for the period of September 1, 2002 through December 31, 2002 (the "Sept-Dec, 2002 Holdback") and for an order directing the Copperweld Debtors to pay the 20% holdback, being \$52,873.30, of the Sept-Dec, 2002 fees (the "Sept-Dec, 2002 Holdback"); (vii) final allowance of interim fees and expenses in the aggregate of \$274,395.26 for the period of January 1, 2003 through April 30, 2003 (the "Jan-Aug, 2003 Holdback"), and for an order directing the Copperweld Debtors to pay the 20% holdback, being \$50,619.30 of the Jan-April, 2003 fees (the "Jan-April, 2003 Holdback"); (viii) final allowance of interim fees and expenses in the aggregate of \$291,395.26 for the period of May 1, 2003 through August 31, 2003 (the "May-August 2003 Fees"), and for an order directing the Copperweld Debtors to pay the 20% holdback, being \$55,220.30, of the May-August, 2003 Fees (the "May-Aug, 2003 Holdback"); (ix) final allowance of interim fees and expenses in the aggregate of \$72,142.15 for the period of September 1, 2003 through September 30, 2003 (the "September, 2003 Fees"), and for an order directing the Copperweld Debtors to pay the 20% holdback, being \$13,545.40, of the September 2003 fees (the "September, 2003 Holdback"); and (x) final allowance of fees and expenses in the aggregate of \$250,287.46 received by Thorp Reed via a wire transfer from GE Capital Finance OBI on the Effective Date of the Copperweld Debtors' plan, December 17, 2003, for payment of fees and expenses owed by the Copperweld Debtors to Thorp Reed from October 1, 2003 through December 17, 2003 (the "Oct-Dec, 2003 Fees").

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A).

BACKGROUND

3. On December 29, 2000 (the "Petition Date"), the Debtors, including the Copperweld Debtors, commenced their respective reorganization cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code"). By an order entered on the Petition Date, the Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being administered jointly.

4. By Order of Court dated December 29, 2000, this Court authorized Debtors and Debtors in Possession to Retain, Employ and Pay Certain Professionals, including Thorp Reed, in the ordinary course of their business. Pursuant to that authorization, Thorp Reed provided post-petition legal services to the Copperweld Debtors. In April, 2001, the Debtors filed an application for an order authorizing them to retain and employ Thorp Reed as special counsel (the "Retention Application"). On April 24, 2001, the Court entered an Order (the "Retention Order") authorizing the retention of Thorp Reed as special counsel to perform any and all legal services on behalf of the Debtors as described in the Retention Application, nunc pro tunc as of the Petition Date. A copy of the Retention Order is attached hereto as Exhibit A.

5. The Copperweld Debtors continued, from the Petition Date until December 17, 2003 (the "Bankruptcy Period"), to operate and manage their businesses, as debtors in possession, pursuant to sections 1107 and 1108 of the Bankruptcy Code. On December 17, 2003 (the "Effective Date"), the Copperweld Debtors' Second Amended Joint Plan of Reorganization, as approved by order of the Court on November 17, 2003, became effective and the Copperweld Debtors ceased doing business.

6. During the Bankruptcy Period, the Debtors operated two primary business segments: Integrated Steel and Metal Fabrication. The Integrated Steel business segment

manufactured and sold a diversified line of carbon flat-rolled steel products consisting of hot-rolled and cold-rolled sheet and galvanized products. The Metal Fabrication business segment included the Copperweld Debtors, which: (a) manufactured and sold mechanical and structural tubular products, pipe and conduit for use in transportation, agriculture, oil and gas and construction industries; and (b) produced bimetallic wire for the telecommunications and utilities industries. Thorp Reed exclusively performed services for the Metal Fabrication division in these bankruptcy cases.

RELIEF REQUESTED

7. Thorp Reed makes this Application pursuant to the following: (a) sections 330(a) and 331 of the Bankruptcy Code; (b) Rule 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); (c) the Administrative Order, Pursuant to Sections 105(a) and 331 of the Bankruptcy Code, Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated January 31, 2001) (the "Interim Compensation Order"); (d) certain applicable provisions of the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 adopted by the Office of the U.S. Trustee (the "Guidelines"); and (e) General Order No. 93-1 of the United States Bankruptcy Court for the Northern District of Ohio ("Local Rule 93-1").

Final Approval of the First Interim Order

8. Pursuant to the First Interim Order, a copy of which is attached hereto as Exhibit B, the Court granted interim compensation to Thorp Reed in the amount of \$105,342.00 and \$14,891.35 in related expenses and further ordered that the Debtors were authorized and

directed to pay Thorp Reed such fees and expenses. Thorp Reed has been paid all of the amounts referenced in the First Interim Order.

9. The time records for the periods encompassing the First Interim Order, including a summary of work performed that referenced the name of the attorney or paraprofessional who performed work for the Copperweld Debtors; the date on which services were performed; a description of the services rendered; and the amount of time spent in performing the services during the time periods were set forth in the First Interim Application.

10. Thorp Reed is unaware of any factors or occurrences since the entry of the First Interim Order that would cause the Court to reconsider the First Interim Order or prevent it from giving final approval to the fees and expenses directed to be paid to Thorp Reed thereunder. Thorp Reed therefore asks the Court to grant final approval to the fees and expenses previously approved in the First Interim Order.

Final Approval of the Proposed Second Interim Order

11. On December 31, 2001, Thorp Reed filed its Second Interim Application. A hearing on the Second Interim Application was held before Judge Budoh on April 23, 2002. No objections were raised to the Second Interim Application at that time or at any time. Thorp Reed was not present at the hearing. In their absence, Judge Budoh found that no objections were made and advised that Thorp Reed could send a proposed order to the Court. On February 17, 2004, a proposed order granting the Second Interim Application was sent to Judge Baxter. A copy of the applicable part of the April 23, 2002 transcript of the hearing before Judge Bodoh, the Proposed Second Interim Order, and Thorp Reed's letter to Judge Baxter is attached hereto as Exhibit C.

12. The time records for the periods encompassing the Proposed Second Interim Order, including a summary of work performed that referenced the name of the attorney or paraprofessional who performed work for the Copperweld Debtors, the date on which services were performed; a description of the services rendered; and the amount of time spent in performing the service during the time periods were set forth in the Second Interim Application.

13. Thorp Reed is unaware of any factors or occurrences since the time it filed its Second Interim Application that would cause the Court to deny granting final approval to the fees and expenses requested by Thorp Reed in its Second Interim Application.

Final Approval of Compensation of the Sept-Dec., 2001 Fees

14. Pursuant to the Administrative Fee Order, for the period September 1, 2001 through December 31, 2001, Thorp Reed sent to the Debtors and the appropriate notice parties, (i) for the period of September 1, 2001 through September 30, 2001, a monthly request for payment, on November 21, 2001, for compensation and reimbursement of expenses for its services in the amount of \$63,318.50 for fees and \$3,210.95 for expenses. (the "September, 2001 Monthly Request"); (ii) for the period of October 1, 2001 through October 31, 2001, a monthly request for payment, on November 21, 2001, for compensation and reimbursement of expenses for its services in the amount of \$36,579.00 for fees and \$748.65 for expenses. (the "October, 2001 Monthly Request"); (iii) for the period of November 1, 2001 through November 30, 2001, a monthly request for payment, on December 31, 2001, for compensation and reimbursement of expenses for its services in the amount of \$47,629.50 for fees and \$1,470.98 for expenses. (the "November, 2001 Monthly Request"); and (iv) for the period of December 1, 2001 through December 30, 2001, a monthly request for payment, on February 1, 2002, for

compensation and reimbursement of expenses for its services in the amount of \$44,671.00 for fees and \$634.18 for expenses. (the "December, 2001 Monthly Request").

15. Pursuant to the Administrative Fee Order, Thorp Reed received 80% of the fees requested and 100% of the expenses requested with respect to the September, 2001 Monthly Request, the October, 2001 Monthly Request, the November, 2001 Monthly Request and the December, 2001 Monthly Request.

16. Thorp Reed hereby seeks a final order, allowing Thorp Reed:

a. compensation of \$192,198.00 in connection with services rendered between September 1, 2001 and December 31, 2001. Thorp Reed has identified each of its professionals and paraprofessionals who provided services to the Copperweld Debtors during this period and their respective hourly rates on the professional summary attached hereto as Exhibit D. A summary by month of the total hours incurred and fees charged for each billing category, along with the related time detail, is attached hereto as Exhibit E and incorporated herein by reference;

b. to be reimbursed for actual and necessary expenses of \$6,064.77 incurred in connection with Thorp Reed's services between September 1, 2001 and December 31, 2001. A summary and itemization of these expenses is attached hereto as Exhibit F; and

c. to recover and directing the Copperweld Debtors to pay Thorp Reed \$38,439.60, which represents the 20% of the Sept-Dec. 2001 Fees that were not paid by the Debtor.

17. Except as described in paragraph 15 above, Thorp Reed did not receive any payments or promises of payments during this period from any source for services rendered or to be rendered to the Copperweld Debtors in connection with these chapter 11 cases

18. Thorp Reed's professionals and paraprofessionals billed their time during the time pertaining to Sept-Dec, 2001 Fees to distinct project billing categories which are identified in the Billing Summaries set forth as part of Exhibit E. These services were rendered for the Copperweld Debtors and are divided by each business: i.e., Corporate Headquarters, Copperweld Canada, Inc., Copperweld Bimetallic Products Company (Fayetteville Division),

Metallon Division, Miami Division (Piqua); Shelby Division, Birmingham Division, Stainless Division, Chicago Division, and LTV Mechanical – Piqua. Below is a summary of the primary activities performed by Thorp Reed during this period in each of those billing categories. Although this summary is intended to generally describe these matters, a complete description of all such activities is found in the contemporaneous, daily time records included in the attached Exhibit E.

Corporate Headquarters:

Employee Benefits Advice: 21.30 Hrs.

During the subject time period, Thorp Reed advised the client with respect to VEBA letters; conferences regarding ASO agreement and letter to employee Hanks; review of correspondence regarding demutualization of MetLife and treatment of proceeds; review of benefit payment issues and questions related to Mahoney for overpayment issues; discussions regarding loan default issues and surviving spouse benefits; conferences with management regarding Shelby retiree issues; conferences related to obligation to pay pension benefits to Chicago employee; conferences regarding benefit election form and response to claim.

Altec Industries, Inc.: .80 Hr.

During the subject time period, Thorp Reed reviewed Altec file related to products liability question.

Non-Compete Matter: 3.30 Hrs.

During the subject time period, Thorp Reed monitored the compliance by a current employee with a non-compete injunction by consent and reported to former employee regarding compliance on a monthly basis.

General Intellectual Property Correspondence: 29.40 Hrs.

During the subject time period, Thorp Reed reported on the status of its maintenance of intellectual property for various Copperweld entities, including searches of internal data bases and prepared master list of same; search of foreign files to determine goods and services in preparation of schedule regarding same; review of correspondence and specimens from client for

preparation of Section 8 and 15 affidavit; review of correspondence from Ladas & Perry regarding trademark opposition in Colombia; review Brazil opposition correspondence; review of file and coordinate file closings and review of notice letters regarding renewals.

Bankruptcy Billing: 34.40 Hrs.

During the subject time period, Thorp Reed worked on monthly bills to be sent to all notice parties and on First Fee Application; correspondence with Jones Day regarding Fee Application hearing and procedure for filing uncontested proposed Order; telephone conference with U. S. Bankruptcy Court regarding fee application Order; work on Second Fee Application and sending of statements; preparation of Second Fee Application; gathering of support cost documentation for U. S. Trustee's Office and related correspondence.

Corporate Office – Contracts: 2.90 Hrs.

During the subject time period, Thorp Reed had discussions with client regarding car rental agreements, contracts and title issues raised by GE Credit.

Labor – General: 13.90 Hrs.

During the subject time period, Thorp Reed conferred with client regarding employee making inappropriate comments to fellow employees; preparation of authorization for release of medical information regarding said employee; conferences regarding contact with employee's treating psychiatrist and discussion of related disability and FMLA matters; analysis of disability status of employee and need for medical certification of disability; research regarding issue of whether ungrieved discipline can be arbitrated; preparation of status of pending labor-related litigation, administrative proceedings and grievances; research regarding WARN Act; consideration of FMLA entitlements and employer's right to second medical opinion; conferences relating to failure of employee to return certification of healthcare provider required under FMLA; research Ohio law regarding mass picketing injunctions and preparation for possible injunction action at Shelby; conference regarding employer's right to file grievance.

Environmental – General: 4.90 Hrs.

During the subject time period, Thorp Reed engaged in contacts with CEC (environmental consultant) on updates of Phase I assessments and compliance audits for wire facilities; discussions of materiality of EPA notice of violation; discussions of draft environmental

assessment reports for Mark Road properties; memorandum to management regarding information to be provided for due diligence and related conferences.

ACAR Industries, Inc.: 3.60 Hrs.

During the subject time period, Thorp Reed advised client regarding collection issues, including telephone conferences with client and documentation of account; preparation of demand letter to Accar and telephone conferences regarding collection; review of D&B Report on Accar.

Due Diligence Project: 120.50 Hrs.

During the subject time period, Thorp Reed reviewed due diligence materials in response to request regarding real estate records for LTV; review of outstanding labor litigation files; conferences with LTV regarding due diligence materials produced in purchase of Copperweld; conferences with LTV, Jones Day and representative of Blackstone Group to review draft of due diligence list; sending of information to Jones Day regarding workmen's compensation matters; conferences with Divisions with respect to gathering information on workmen's compensation claims and report losses; conferences regarding workmen's compensation records from Frank Gates Company and Crawford Company; review of workers' compensation records from Copper Mountain Project (purchased by LTV); memo regarding conference regarding status of claims for Woodstock and Brantford facilities; conferences regarding gathering of reports for investigative analysis related to environmental; gathering of pending litigation information from Divisions; consideration of license to purchase with Armco related to Piqua real estate; review memorandum regarding human resources due diligence; review of closing binders from prior transactions to secure information for due diligence checklist; preparation of summaries of pending, threatened and terminated litigation; review environmental reports related to air quality conditions at corporate headquarters offices for disclosure purposes; providing of information to client regarding contracts for information systems, computer software and licensing agreements; review of intellectual property response for portion of due diligence list; conferences with management regarding non-environmental litigation; review of Superfund sites; review of investigation report of Williams Engineering regarding environmental issues at Birmingham; providing information for Jones Day due diligence room; review of arbitration opinion; upholding dismissal and letter to Jones Day regarding status for inclusion in due diligence room;

review of general notices regarding Liquid Dynamics Superfund site in preparation of description of various Superfund sites for due diligence.

DIP Financing: 11.20 Hrs.

During the subject time period, Thorp Reed engaged in numerous conferences and correspondence with LTV regarding information needed for disclosures for DIP financing; conferences relating to disclosure of intellectual property matters, environmental matters; review of litigation against all LTV Copperweld entities and providing of summaries to LTV; work on updating summaries of coolant leaks at Birmingham for disclosure.

Reorganization Issues: 8.40 Hrs.

During the subject time period, Thorp Reed reviewed status of pending litigation matters and information regarding closing of steel operations; conferences with Mr. Turner regarding letter from City of Cleveland; conferences regarding creditor's rights issues and contract issues; telephone conference with J. Estrada of Covington & Burling regarding bankruptcy.

General: 29.90 Hrs.

During the subject time period, Thorp Reed conferred with senior management regarding pendency of bankruptcy issues; conferences with LTV regarding suit papers received in Cleveland for LTV Copperweld; telephone calls and conferences attempting to identify possible employment of plaintiff; conferences with CFO regarding collection program; conferences with management regarding materiality of environmental matters; review of prior auto lease program and negotiation of new fleet lease agreement; consideration of credit issues related thereto; correspondence related to firm statements; general conversations with LTV regarding matters scheduled before Bankruptcy Court; work on summaries of pending matters for management and conferences related to reorganization issues.

Copperweld Bimetallic Products Company:

Environmental: 14.10 Hrs.

During the subject time period, Thorp Reed researched air permitting exemptions and compliance audit reports and engaged in communication with environmental consultant on analysis of Title 5 emissions inventory and permitting requirements; review of correspondence regarding Tennessee air pollution control board permitting questions; conferences regarding

Tennessee DEC response to letter; conference with CEC on air permit applications and review of draft and making of revisions to letter and permit application; discussion with client on notices of violation issued by Tennessee DEC;

Fayetteville Division – General: 5.10 Hrs.

During the subject time period, Thorp Reed researched Wisconsin Power litigation and memo to management regarding same; conferences with management regarding possible plant shutdown; research related to WARN Act obligations for plant closings for Division of Copperweld Bimetallic Products Company.

Armco do Brasil, S.A.: 17.80 Hrs.

During the subject time period, Thorp Reed conferred with management regarding a development project with Armco do Brasil and issues related to development agreement; research regarding relationship and potential owner of intellectual property; conferences related to confidentiality and non-compete issues and work in drafting strategic alliance agreement; conferences with client regarding respective functions of parties to development agreement.

Intellectual Property Maintenance: 14.40 Hrs.

During the subject time period, Thorp Reed worked in the maintenance of trademarks in Brasil, Italy, El Salvador and Mexico and further advised with respect to U. S. trademarks and U. S. patents related to CCA strip and foreign trademark issues in El Salvador, Mexico and Chile.

Birmingham Division:

Rodney May: 10.30 Hrs.

During the subject time period, Thorp Reed reviewed the personnel file of employee related to EEOC charge of race discrimination and retaliation and defenses thereto; preparation of position statement to EEOC; review unemployment compensation claim of R. May and amounts owned by employee to Company.

Environmental: 11.40 Hrs.

During the subject period, Thorp Reed monitored the status of negotiations with the Alabama Department of Environmental Management (ADEM); conferred with management regarding the status and results of environmental work performed at facility and negotiations with Alabama

DEM on coolant releases; review lease of plant property for potential sources of historical contamination; review engineering report from Williams Engineering and comparison with audit of CEC; discussions regarding status of response to coolant leaks at Birmingham and review of description of coolant spill issue.

Chicago Division:

General: 8.40 Hrs.

During the subject time period, Thorp Reed conferred with management regarding obligations to provide notes related to sexual harassment investigation to union; work on response to subpoena from Ryerson Company; conferences regarding employment terminations of management employees; discussions with management with respect to reduction in workforce and proposed letter agreement with teamsters union regarding payment of termination pay to terminated bargaining unit employees; conferences with management regarding applicability of WARN Act to reduction in workforce.

Terri Nedzvekas: 17.00 Hrs.

During the subject time period, Thorp Reed prepared a position statement to EEOC and conferred with client regarding decision on unemployment compensation claim; review of subpoena issue to Copperweld in separate lawsuit against podiatrist by Nedzvekas; review of Illinois Office of Employment Security on unemployment claim; conferences related to Department of Labor inquiry regarding FMLA violation; conferences with Department of Labor regarding FMLA complaint; review of EEOC notice of dismissal of Nedzvekas age and disability discrimination claims; discussions regarding appeal procedure and rights; continued review of Nedzvekas claim against podiatrist; review of Nedzvekas claim to Copperweld for unemployment compensation benefits.

Jorge Orozco – Discrimination Charge: 2.30 Hrs.

During the subject time period, Thorp Reed monitored status of hearing and employee's failure to attend status conference; review of pendency of Copperweld's motion to dismiss; correspondence to client regarding dismissal of suit for lack of prosecution.

Tammy Aspera: 44.50 Hrs.

During the subject time period, Thorp Reed conferred with fact finder from Illinois Department of Human Rights and prepared verifications; preparation for conference; providing of notarized verifications to answer; prepared for fact finding conference; reviewed document request from IDHR; review of documents from client regarding sexual harassment charge and preparation of response from IDHR request for additional information; preparation for fact finding conference; review of settlement demand and conferences with client regarding same; preparation for and attendance at fact finding conference before IDHR; review of request from IDHR for further information; conferences with client regarding same.

Nancy F. Kraus – Charge No. 240A-12092: 32.70 Hrs.

During the subject time period, Thorp Reed reviewed correspondence from plaintiff's counsel regarding sex discrimination and retaliation claims and LTV Copperweld's request for reimbursement of severance payments; review of EEOC regulations regarding tender back of severance payments; conferences with client related to pension entitlement of employee; review of sexual harassment and retaliation complaint filed with Illinois Department of Human Rights (IDHR); review of union's post-hearing brief on initial charge; research of documents and interview of witnesses; preparation of position statement of Copperweld for IDHR; conferences related to pension entitlement; identification of potential Company witnesses and providing of information to IDHR; research on issue of need to bring all claims at same time before agency; research regarding claim discrimination issues between state agency and EEOC; correspondence with IDHR regarding LTV Copperweld position statement.

Liquid Dynamics Site, Chicago, Illinois: 17.30 Hrs.

During the subject time period, Thorp Reed researched the history of the Liquid Dynamics site; drafted response to EPA general notice of liability; researched effects of bankruptcy filing with regard to pending action related to site; letter to EPA regarding financing of response activities and reimbursement for costs and notification of pending bankruptcy.

Marion Mechanical Tube Facility:

Transfer of Sale and Leaseback Agreement: 71.40 Hrs.

During the subject time period, Thorp Reed reviewed lease for Marion facility and researched issue of unexpired and true leases as opposed to security interest; consideration of issue of whether lease is executory contract; preparation of memorandum of law regarding Marion lease; conferences with senior management regarding issue and effect on potential refinancing; conference with management regarding hold on project.

Metallon Division:

John Pereira Competition: 3.70 Hrs.

During the subject time period, Thorp Reed consulted with management regarding authorization to dismiss pending action; conferences with local counsel regarding same; conferences with counsel for Pereira regarding contract and release issues to be addressed as condition of dismissal.

West Tech Material Sales and Dotson Sales Co.: 2.50 Hrs.

During the subject time period, Thorp Reed reviewed sales agent agreements and termination issues and conferred with management regarding termination letters.

General Matters: 3.20 Hrs.

During the subject time period, Thorp Reed engaged in telephone conferences with management regarding Rhode Island state law for plant closing for employment severance; revisions to non-disclosure agreement and confidentiality agreement related to former employee.

Metallon (Pawtucket): 5.00 Hrs.

During the subject time period, Thorp Reed conferred with client regarding possible bankruptcy implications from sale of inventory and equipment; preparation of non-disclosure and confidentiality agreement related to possible sale of raw material inventory for product lines to be discontinued.

Miami Division:

Labor: 1.90 Hrs.

During the subject time period, Thorp Reed reviewed grievance; review of correspondence from management regarding layoff at Mechanical Group Piqua (Miami); providing of information to be provided to laid-off employees to obtain release of age discrimination claims; review of employees who will be laid-off/retained; review of Company practice and obligation to continue providing holiday gift certificate to bargaining unit employees; review arbitration case law regarding same in view of past practice language of the collective bargaining agreement.

Environmental: 63.10 Hrs.

During the subject time period, Thorp Reed examined a proposal for risk assessment from AK Steel for the remediation of environmental contamination at facility; preparation of draft of response to proposal; review of AK sampling plan; conferences with environmental consultant CEC regarding sampling plan proposal; discussions of independent monitoring of sampling by way of split samples; conferences regarding response to AK regarding need for sampling before further negotiations; review of risk assessment report and response in light of license agreement; authorization to AK to proceed with sampling and scheduling thereof; calls and conferences related to postponements and rescheduling; review of Armco's health and safety plan for subsequent investigation; discussion with regard to discovery of free product in groundwater monitoring well and review of field notes; telephone conferences with CEC regarding failure of ENSR to comply with test procedures and rescheduling same; consideration of split sampling results.

William Anthony Discharge Grievance: 66.30 Hrs.

During the subject time period, Thorp Reed reviewed personnel attendance and worker's compensation files in preparation for arbitration hearing and transcript of prior unemployment compensation hearing; research regarding failure of complainant to timely raise grievance; research whether union can challenge attendance points; interview of witnesses and prepare for direct and cross-examination; meetings with management witnesses to prepare for testimony; representation at arbitration hearing; preparation of post-hearing brief; review of disciplinary

action; review of arbitrator's opinion and award denying grievance of Mr. Anthony and related correspondence.

James Seeger: 5.40 Hrs.

During the subject time period, Thorp Reed reviewed the status of matter in preparation for mediation; review of order of assignment for remediation and discussion with local counsel; reading of correspondence and report of local counsel regarding mediation process and designation of Company representative needed as witness at trial.

Miami Division:

General: 15.00 Hrs.

During the subject time period, Thorp Reed conferred with management regarding sales agreement with Benteler Automotive; conferences regarding review of draft of agreement on purchase order terms and conditions and making of revisions thereto; analysis of terms and conditions of supply agreement.

Shelby Division:

General: 22.30 Hrs.

During the subject time period, Thorp Reed conferred with counsel regarding issues related to independent medical examination of employee; conference with management regarding OSHA citation at related Marion plant and possible discharges for excessive absenteeism; conferences with human resource management regarding revisions to Division attendance program; research arbitration decisions regarding whether employer may discharge/discipline employee for excessive absences even when absences are technically excused; review of collective bargaining agreement regarding policy on absenteeism, tardiness and early outs; consideration of appropriate actions to be taken in response to absenteeism problems; conference regarding Company's right to deduct cost of uniforms; conferences related to reduction in work force at Shelby and requirements of Older Worker Benefit Retention Act; conferences with management regarding possible steelworker picketing at Shelby; research regarding Ohio injunction law and standard for requesting injunction for mass picketing; conferences with human resource management regarding grievance of employee concerning request to return from work;

additional conferences related to possible picketing; conferences with human resource manager regarding Company's obligation to report fatality from apparent heart attack to OSHA.

Scott High Pressure Technology: 3.80 Hrs.

During the subject time period, Thorp Reed reviewed a proposed supply contract and revised said agreement and wrote related memo to senior management regarding same.

Stainless Division (Elizabethtown):

TM: Lasertube in Canada: 1.00 Hr.

During the subject time period, Thorp Reed reviewed status of certificate of registration and prepared correspondence to foreign associate and reviewed certificate received from foreign associate.

Piqua:

Grievance No. 250-98 – Discharge of K. Riffle: 32.80 Hrs.

During the subject time period, Thorp Reed prepared for grievance hearing, including preparation for cross-examination of witnesses; meeting with witnesses to prepare hearing testimony; preparation for and representation at arbitration hearing; preparation of Company's post-hearing brief; review of arbitrator's opinion denying grievance and related correspondence.

Marion

General: 5.00 Hrs.

During the subject time period, Thorp Reed conferred with HR personnel regarding employment termination; preparation of separation agreement; review of correspondence from employee to senior management; revisions to proposed letters; letter to employee regarding time limit for execution of separation agreement and inclusion of matter in due diligence materials; conferences regarding health problems experienced by employee and related termination; review of OSHA correspondence regarding coolant issues involving exposure to terminate employee.

19. Section 330 of the Bankruptcy Code authorizes "reimbursement for actual, necessary expenses" incurred by professionals employed in a chapter 11 case. Accordingly, Thorp Reed seeks reimbursement for actual and necessary expenses (the "Expenses") incurred in

rendering services to the Debtors during this period in the amount of is \$6,064.77, as detailed in the attached Exhibit F. Thorp Reed submits that the Expenses were reasonable and necessary in light of the services provided.

Final Approval of Compensation of Jan-April., 2002 Fees

20. Pursuant to the Administrative Fee Order, for the period January 1, 2002 through April 30, 2002, Thorp Reed sent to the Debtors and the appropriate notice parties, (i) for the period of January 1, 2002 through January 31, 2002, a monthly request for payment, on March 8, 2002, for compensation and reimbursement of expenses for its services in the amount of \$51,100.00 for fees and \$2,737.29 for expenses. (the "January, 2002 Monthly Request"); (ii) for the period of February 1, 2002 through February 28, 2002, a monthly request for payment, on May 1, 2002, for compensation and reimbursement of expenses for its services in the amount of \$41,201.00 for fees and \$4,054.03 for expenses. (the "February, 2002 Monthly Request"); (iii) for the period of March 1, 2002 through March 31, 2002, a monthly request for payment, on May 2, 2002, for compensation and reimbursement of expenses for its services in the amount of \$48,717.00 for fees and \$5,699.63 for expenses. (the "March, 2002 Monthly Request"); and (iv) for the period of April 1, 2002 through April 30, 2002, a monthly request for payment, on June 4, 2002, for compensation and reimbursement of expenses for its services in the amount of \$27,389.00 for fees and \$1,372.40 for expenses. (the "April, 2002 Monthly Request").

21. Pursuant to the Administrative Fee Order, Thorp Reed received 80% of the fees requested and 100% of the expenses requested with respect to the January, 2002 Monthly Request, the February, 2002 Monthly Request, the March, 2002 Monthly Request and the April, 2002 Monthly Request.

22. Thorp Reed hereby seeks a final order, allowing Thorp Reed:

a. Compensation of \$168,407.00 in connection with services rendered between January 1, 2002 and April 30, 2002. Thorp Reed has identified each of its professionals and paraprofessionals who provided services to the Debtors during this period and their respective hourly rates on the professional summary attached hereto as Exhibit G. A summary by month of the total hours incurred and fees charged for each billing category, along with the related time detail, is attached hereto as Exhibit H; and

b. allowing Thorp Reed to be reimbursed for actual and necessary expenses of \$13,863.35 incurred in connection with Thorp Reed's services between January 1, 2002 and April 2002. A summary and itemization of these expenses is attached hereto as Exhibit I.

c. allowing Thorp Reed to recover and directing the Copperweld Debtors to pay Thorp Reed \$33,681.40, which represents the 20% of the Jan-April, 2002 Fees that were not paid by the Debtor.

23. Except as described in paragraph 21 above, Thorp Reed did not receive any payments or promises of payments during the Compensation Period from any source for services rendered or to be rendered to Copperweld Debtors in connection with these chapter 11 cases.

24. Thorp Reed professionals and paraprofessionals billed their time during the time pertaining to the Jan-April, 2002 Fees to distinct project billing categories which are identified in the Billing Summaries set forth as part of Exhibit H. These services were rendered for the Copperweld Debtors and are divided by each business: i.e., Corporate Headquarters, Copperweld Canada, Inc., Copperweld Bimetallic Products Company (Fayetteville Division), Metallon Division, Miami Division (Piqua); Shelby Division, Birmingham Division, Stainless Division, Chicago Division, and LTV Mechanical – Piqua. Below is a summary of the primary activities performed by Thorp Reed during this period in each of those billing categories. Although this summary is intended to generally describe these matters, a complete description of

all such activities is found in the contemporaneous, daily time records included in the attached Exhibit H:

LTV Copperweld – Corporate Headquarters:

Corporate Headquarters – General: 43.35 Hrs.

During the subject time period, Thorp Reed advised Debtor LTV Copperweld with regard to general matters, including advice regarding insurance policy issues, patent infringement questions, the status of certain promissory notes; work on documentation and releases necessary for terminations and consideration of related non-compete language; work related to termination of management employees; review of Copperweld Trust and Foundation issues, as well as general conferences with senior management concerning issues related to the operation of the Corporation and possible anticipated sale.

Employee Benefits Advice: 53.20 Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to unemployment benefits, health insurance issues, split dollar insurance programs for senior management; issues related to distribution of benefits and PBGC takeover; rights under COBRA; consideration of employment contracts as executory contracts; discussions related to requests from specific employees regarding pension issues; review and consideration of plan amendments of health plans; consideration of COBRA issues with regard to early retirees; review and revision of TPA agreements.

Altec Industries: 1.00 Hr.

During the subject time period, Thorp Reed advised Debtor LTV Copperweld with regard to a potential products liability claim.

Labor – General: 8.70 Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to labor and employment issues concerning separation agreements and releases at division level; preparation of sample random drug testing policy; conferences regarding sexual harassment issues and wrongful discharge claim; consideration of return to work of employee from sick leave; conference related to sex discrimination issues, workers' compensation issues and consideration of criminal arrest record of applicant for employment.

Reorganization Issues: 6.3 Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to post-Petition financing issues; conferences with Debtor's counsel regarding outstanding County of Oswego Industrial Development Agency Revenue Bonds and scope of obligations.

Non-Compete Matter: .20 Hr.

During the subject time period, Thorp Reed advised Debtor LTV Copperweld with respect to compliance with agreement with AK Steel related to non-competition by former employee.

Bankruptcy Billing: 25.40 Hr.

During the subject time period, Thorp Reed expended 25.40 hours with respect to billing its services to LTV Copperweld while in bankruptcy.

Due Diligence Project: 59.60 Hrs.

During the subject time period, Thorp Reed, on behalf of LTV Copperweld provided information to its parent LTV Corporation with respect to real estate ownership and records; review of records and documents in data room from LTV transaction and updating of reports related to general litigation, employment claims and suits; providing of information relating to bond financing matter; providing of information related to Canadian real estate records and environmental reports related to Canadian audits at time of acquisition by Copperweld; providing of information related to intellectual property ownership; updating of information related to disposition of unfair labor practice matters; work on confidentiality agreements with respect to Blackstone and providing of updated information schedules to Jones Day.

Brian Graening: 25.3 Hrs.

During the subject time period, Thorp Reed advised Debtor LTV Copperweld with respect to issues regarding an employee's failure to return to work; issues related to the Family Medical Leave Act and the American with Disabilities Act; consideration of medical certification for return to work and providing of opinions with respect to the Company's right to require production of medical files to support short-term disability; conferences related to the retention of psychiatrist to examine employee; review and evaluation of medical records and advising of Company with respect to conditions for return to work.

General IP Correspondence: 9.10 Hrs.

During the subject time period, Thorp Reed advised Debtor LTV Copperweld with respect to numerous general issues related to its intellectual property, including trademarks and patents.

Copperweld Bimetallic Products Company:

CommScope, Inc.: 130.00 Hrs.

During the subject time period, Thorp Reed advised Debtor LTV Copperweld and Copperweld Bimetallic Products Company with respect to protracted negotiations with its key customer CommScope, Inc. with regard to its performance under blanket purchase order for 2001; consideration of anti-trust issues under the Robinson Patman Act; review of CommScope securities filings with respect to center core conductors; conferences related to negotiation of supply agreement with CommScope for 2002 and preparation of same; review of request for indemnification with respect to patent issues related to Purchase/Supply Agreement; numerous discussions with client with respect to pricing and delivery issues; work on related confidentiality agreement.

General: 4.10 Hrs.

During the subject time period, Thorp Reed advised Copperweld Bimetallic Products Company (Fayetteville Division) with respect to general matters, including vacation pay under Tennessee's statutory and common law as related to terminated employee.

Intellectual Property Asset Maintenance: 55.50 Hrs.

During the subject time period, Thorp Reed advised Debtor LTV Copperweld Bimetallic Products Company with respect to maintenance of its intellectual property assets in the United States and numerous European, Middle and South American and Far Eastern countries; correspondence and discussions with Ladas & Perry regarding foreign maintenance issues; work on filing of patent applications for copper-clad aluminum strip.

Birmingham Division:

Environmental: 15.30 Hrs.

During the subject time period, Thorp Reed advised Copperweld Birmingham Division with respect to environmental matters related to Alabama Department of Environmental Management

(DEM); working with Williams Environmental Consulting firm with respect to documentation of clean-up issues and work on response letter to Alabama DEM related to coolant spill.

Employee Rodney May: .30 Hr.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to claims by employee Rodney May.

Chicago Division:

General: 70.70 Hrs.

During the subject time period, Thorp Reed advised Copperweld Chicago Division with respect to an employer's right to conduct random drug testing; corporate policy issues regarding use of computers; termination of a management employee; preparation and negotiation of agreement with Mexican company for joint venture and need to provide related protection for trademark Kleenkote; response to subpoenas of employment records; discussions with management with respect to pending employment matters; discussions related to failure of employees to report continuing absences; review of potential claim for worker's compensation discrimination and related retaliatory discharge allegation; advising of Company regarding collective bargaining agreement related to alleged wrongful termination and conference with client regarding possible termination related to possible criminal prosecution of employee.

Terri Nedzvekas: 21.75 Hrs.

During the subject time period, Thorp Reed advised Chicago Division with respect to termination of employee; production of personnel and medical records related thereto; conference with counsel for terminated employee with respect to threatened litigation; review of Family Medical Leave Act with respect to employee's request for second medical opinion and discussions related to termination for failure to comply with Company policy regarding medical examinations.

Tammy Aspera: 10.20 Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to issues related to the termination of an employee and her claim to Illinois Department of Human Rights regarding wrongful discharge.

Nancy F. Kraus: _____ Hrs.

During the subject time period, Thorp Reed advised Copperweld Chicago Division with respect to charge before Illinois Department of Human Rights; preparation and participation in fact-finding conference related to sexual harassment and discrimination claims.

Liquid Dynamics Site: 2.00 Hrs.

During the subject time period, Thorp Reed Thorp Reed advised Chicago Division with respect to the Liquid Dynamics Superfund Site.

Metallon Division:

John Pereira Competition: 4.90 Hrs.

During the subject time period, Thorp Reed advised Copperweld Metallon Division with respect to the injunction it secured to preclude former employee John Pereira from competing with it and utilizing certain technology.

General: 5.00 Hrs.

During the subject time period, Thorp Reed advised Copperweld Metallon Division with respect to reduction of employees at facility, sale of inventory and equipment.

Pawtucket: 1.90 Hrs.

During the subject time period, Thorp Reed advised Copperweld Metallon Division with respect to plant shutdown issues.

Miami Division:

General: 10.30 Hrs.

During the subject time period, Thorp Reed advised Copperweld Miami Division with respect to negotiation of contract with Benteler; consideration of janitorial services contract; consideration of collective bargaining agreement regarding prohibition on use of short work weeks in lieu of layoff and issues related to retiree health insurance for Miami/Piqua employee.

Environmental: 22.10 Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to issues related to environmental compliance and the ongoing contractual obligation of Armco, Inc./AK Steel to remediate environmental conditions at Piqua facility.

James Seeger: _____ **Hrs.**

During the subject time period, Thorp Reed advised Copperweld Miami Division with respect to pending litigation related to personal injury of employee of contractor on the premises.

Labor: 4.20 Hrs.

During the subject time period, Copperweld advised Copperweld Miami Division with respect to pending labor and employment matters.

McClure Group, Inc.: 19.10 Hrs.

During the subject time period, Thorp Reed advised Copperweld Miami Division with respect to the negotiation and preparation of a sales agent agreement related to the sale of mechanical tubing products.

Shelby Division:

General: 3.75 Hrs.

During the subject time period, Thorp Reed advised Copperweld Shelby Division regarding various employment and labor-related matters.

Stainless Division:

General: 1.70 Hrs.

During the subject time period, Thorp Reed advised Copperweld Stainless Division (Elizabethtown) with respect to matters related to its start-up and utilization of the U.S. trademark "Lasertube."

25. Section 330 of the Bankruptcy Code authorizes "reimbursement for actual, necessary expenses" incurred by professionals employed in a chapter 11 case. Accordingly, Thorp Reed seeks reimbursement for actual and necessary expenses (the "Expenses") incurred in rendering services to the Debtors during this Period, in the total amount of \$13,863.35, as detailed in the attached Exhibit I. Thorp Reed submits that the Expenses were reasonable and necessary in light of the services provided.

Final Approval of Compensation of May-Aug., 2002 Fees

26. Pursuant to the Administrative Fee Order, for the period May 1, 2002 through August 31, 2002, Thorp Reed sent to the Debtors and the appropriate notice parties, (i) for the period of May 1, 2002 through May 31, 2002, a monthly request for payment, on July 17, 2002, for compensation and reimbursement of expenses for its services in the amount of \$35,219.00 for fees and \$1,907.92 for expenses. (the "May, 2002 Monthly Request"); (ii) for the period of June 1, 2002 through June 30, 2002, a monthly request for payment, on August 1, 2002, for compensation and reimbursement of expenses for its services in the amount of \$41,681.50 for fees and \$1,801.45 for expenses. (the "June, 2002 Monthly Request"); (iii) for the period of July 1, 2002 through July 31, 2002, a monthly request for payment, on September 4, 2002, for compensation and reimbursement of expenses for its services in the amount of \$51,877.15 for fees and \$1,293.23 for expenses. (the "July, 2002 Monthly Request"); and (iv) for the period of August 1, 2002 through August 31, 2002, a monthly request for payment, on October 3, 2002, for compensation and reimbursement of expenses for its services in the amount of \$29,153.00 for fees and \$2,027.55 for expenses. (the "August, 2002 Monthly Request").

27. Pursuant to the Administrative Fee Order, Thorp Reed received 80% of the fees requested and 100% of the expenses requested with respect to the May, 2002 Monthly Request, the June, 2002 Monthly Request, the July, 2002 Monthly Request and the August, 2002 Monthly Request.

28. Thorp Reed hereby seeks a final order allowing Thorp Reed:

- a. compensation of \$157,930.65 in connection with services rendered between May 1, 2002 and August 31, 2002. Thorp Reed has identified each of its professionals and paraprofessionals who provided services to the Debtors during the Compensation Period and their respective hourly rates on the professional summary attached hereto as Exhibit J. A

summary by month of the total hours incurred and fees charged for each billing category, along with the related time detail, is attached hereto as Exhibit K; and

b. to be reimbursed for the actual and necessary expenses in the amount of \$7,030.15, incurred in connection with Thorp Reed's services. A summary and itemization of these expenses is attached hereto as Exhibit L.

c. to recover and directing the Copperweld Debtors to pay \$31,586.13, which represents the 20% of the May-August, 2002 Fees that were not paid by the Debtor.

29. Except as described in paragraph 27 above, Thorp Reed did not receive any payments or promises of payments during the Compensation Period from any source for services rendered or to be rendered to the Copperweld Debtors in connection with these chapter 11 cases.

Description of Services Rendered by Thorp Reed

30. Thorp Reed's professionals and paraprofessionals billed their time during the time pertaining to the May-August, 2002 Fees to distinct project billing categories which are identified in the Billing Summaries set forth as part of Exhibit K. These services were rendered for the Copperweld Debtors and are divided by each business: i.e., Corporate Headquarters, Copperweld Canada, Inc., Copperweld Bimetallic Products Company (Fayetteville Division), Metallon Division, Miami Division (Piqua); Shelby Division, Birmingham Division, Stainless Division, Chicago Division, and LTV Mechanical – Piqua. Below is a summary of the primary activities performed by Thorp Reed during this period in each of those billing categories. Although this summary is intended to generally describe these matters, a complete description of all such activities is found in the contemporaneous, daily time records included in the attached Exhibit K.

LTV Copperweld – Corporate Headquarters:

General: _____ *Hrs.*

During the subject time period, Thorp Reed advised Debtor LTV Copperweld with respect to general matters, including the review of promissory note from customer, responses to inquiries from GE Capital; review of status of pending corporate matters to report to senior management; review of Asset Purchase Agreement and conferences regarding same; conferences related to dispute with Sarnelli Grocery Store; review of questions regarding workmen's compensation issues at former Warren, Ohio facility; conferences related to vendor invoices; review of issues related to possible IP outsourcing and letter of intent regarding same; conferences related to bankruptcy and creditor's rights issues involving customers of Copperweld; conferences related to termination of senior management employee; conferences regarding corporate automobile policy and related insurance issues; conferences related to vendor invoices; conferences related to and preparation of promissory note from International Engineers and Fabricators.

Pension Matters – Salaried Pension Plan: _____ *Hrs.*

During the subject time period, Thorp Reed advised LTV Copperweld with respect to the review of the medical plan agreements; revision of correspondence regarding 414(B) catch up contributions; research COBRA issues regarding reinstatement of employee.

Employee Benefits Advice: _____ *Hrs.*

During the subject time period, Thorp Reed advised LTV Copperweld with respect to medical plan and plan sponsor issues; review of IRA contribution issues and insurance agreements; review of FSA issues; review of Highmark contracts; conferences regarding severance issues, pension issues, and Highmark HMO contract; review of severance plan issues and COBRA applicability.

Federal Insurance Company Claim: _____ *Hrs.*

During the subject time period, Thorp Reed advised LTV Copperweld with respect to a demand for indemnification under surety bonds and consideration of effect of pending bankruptcy on pre-petition claim; contacts with counsel for Federal regarding demands for payment by Ohio Bureau of Workers' Compensation; review of indemnity agreements with Federal and Lumbermens Insurance Companies; conferences with LTV regarding rejection of indemnity agreements in

bankruptcy case; monitoring status of claims against Federal and Lumbermens in consideration of possible impact upon Copperweld.

Labor – General – Corporate Headquarters: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to termination agreements and related releases; advising management with respect to the status of general labor and employment matters; conferences related to limitations on drug testing and employment terminations for positive test results; advising the client with respect to the application of a potential employee who tested positive for drugs; conferences related to personnel changes; conferences with corporate management regarding status of pending employee matters and labor litigation; conferences and work on severance agreement for senior manager; conferences related to issues of pre-employment physical examination reports; discussions related to corporate policy regarding personal vehicle use and related insurance issues.

General Intellectual Property Correspondence: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to trademark issues; review and consideration of trademark "Hydro-Kote"; work on disclosure forms and related meetings regarding coating of cut-to-length tube invention and consideration of patent process; review of issues related to Internet name watch service; preparation of lists regarding foreign IP rights; conferences related to possible registration of cladding process and review of patent and trademark registrations.

General Patent Consulting: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to a trademark issue (related to a patent).

Bankruptcy Billing: _____ Hrs.

During the subject time period, Thorp Reed worked on fee applications and billing for services to client.

Due Diligence Project: _____ Hrs.

During the subject time period, Thorp Reed provided substantial information for the purpose of due diligence related to DIP financing, including environmental information for various

Divisions; providing of information to Environ, environmental consultant for GE Capital; advising of confidentiality issues with respect to Armco agreement; review of Asset Purchase Agreement; response to requests from Jones Day regarding software licenses; review of disclosure schedules for Asset Purchase Agreement and providing of information for said schedules related to environmental issues; providing of key contracts for disclosure; providing of information regarding pending litigation and claims; conferences regarding Elizabethtown environmental issues and obligations to conduct additional environmental sampling upon termination of lease; providing of information to Jones Day regarding expiration dates for Copperweld-related foreign patents and trademarks and reporting of status of labor and employment-related claims for disclosure schedules.

Audit Letter: _____ ***Hrs.***

During the subject time period, Thorp Reed reviewed all pending litigation, claims and potential liabilities for Copperweld and its subsidiaries and prepared audit letter for matters impacting the Corporation and its Divisions for its auditors Ernst & Young for fiscal year 2001.

Release Documentation – Termination/Senior Management Employee: _____ ***Hrs.***

During the subject to time period, Thorp Reed advised LTV Copperweld with respect to an incident at Shelby Division involving a senior management employee; conferences related to and drafting of reprimand letter; work on termination letter and Settlement and Release Agreement related to termination of senior management employee; conferences and negotiation with counsel to terminated senior manager related to threatened litigation and negotiation of severance package and review of alleged claim for wrongful discharge; revision of settlement package, including insurance issues and medical benefits; several revisions in negotiations to settlement package resulting in acceptance of package on behalf of terminated senior manager.

Marmon/Keystone Terms and Conditions: _____ ***Hrs.***

During the subject time period, Thorp Reed advised LTV Copperweld with respect to blanket terms and conditions requested by key customer as blanket language for purchase orders and acknowledgements related to electronically transmitted orders and acknowledgements without paper back-up; research related to electronic based transactions and preservation of rights under terms and condition clauses; preparation of correspondence for signature of management to customer regarding proposed terms and conditions to govern all sales transaction with customer.

Oswego Wire – Letter of Credit: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to a letter of credit with Chase Trust related to obligations under 1985 Oswego bonds.

Environmental – General: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to requirements for self-disclosure under the EPA audit policy and engaged in research and discussions relating for Form R reporting procedures and providing of background information needed for letters to EPA.

Reorganization Issues: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to reorganization issues, including conference related to creditor's rights matters and termination related to reorganization involving employee Ohno and preparation of information for update for disclosures.

Sterling Affiliates, Ltd.: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to overdue payments from customer; providing advice regarding collection procedure and possibilities; review of documents related to filing of bankruptcy by customer and advising client of rights as creditor.

Termination: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with advice to management with respect to termination of senior manager and preparation of confidential separation agreement and release.

Copperweld Bimetallic Products Company

Intellectual Property: _____ Hrs.

During the subject time period, Thorp Reed advised Copperweld Bimetallic Products Company with respect to maintenance of its trademark registration and rights in numerous countries in Europe, Far East and South America; further advised the Company with respect to the patenting application for CCA strip; further performed a trademark search for EZ-ANK and further

corresponded with Ladas & Perry related to Copperweld Bimetallic Products Company International trademark rights.

General: _____ *Hrs.*

During the subject time period, Thorp Reed advised Copperweld Bimetallic Products Company (Fayetteville Division) with respect to the right to discharge an employee who fails to present a medical release upon termination of short-term disability benefits and requesting deadlines for submission of medical release; work on issues related to movement of equipment from Rhode Island facility to Fayetteville facility and consideration of air permitting requirements for relocation of said machinery; work with environmental consultants regarding same with emphasis upon permitting of air emissions; work on issues related to exemption letter from Tennessee Department of Environment and Conservation regarding installation of equipment; work with environmental consultant Civil & Environmental Consultants, Inc. with respect to air permit applications.

Chicago Division:

General: _____ *Hrs.*

During the subject time period, Thorp Reed advised Copperweld Chicago Division with respect to the negotiation of a supply and resale agreement with a Mexican corporation, Prolamsa.

Terri Nedzvekas: _____ *Hrs.*

During the subject time period, Thorp Reed advised Copperweld Chicago Division with regarding to discussions with counsel for terminated employee regarding wrongful termination litigation threat.

Tammy Aspera: _____ *Hrs.*

During the subject time period, Thorp Reed advised Copperweld Chicago Division with respect to responses to the Illinois Department of Human Rights regarding request for information related to claim of former employee; numerous telephone conferences with representatives of the Illinois Department of Human Resources regarding request for information regarding terminations of Aspera and co-workers; conferences with Illinois Department of Human Rights regarding impact of pending bankruptcy on wage freezes; conferences with IDHR regarding investigation of complaint and review of determination; analysis of IDHR Notice of Substantial

Evidence and Notice of Dismissal and necessity for further administrative proceedings; review of complaint filed by IDHR related to claim of sexual harassment; preparation of answer to complaint against LTV Copperweld and co-employee T. Temores; research regarding potential conflict of interest in representing Company and employee co-defendant; legal research regarding liability for sexual harassment committed by Company supervisor and applicability of Illinois Workers' Compensation Act as bar of claims for emotional distress; conferences with co-defendant Temores regarding answer; various conferences regarding scheduling of hearing.

Nancy F. Kraus – Charge No. 240A12092: _____ Hrs.

During the subject time period, Thorp Reed advised Copperweld Chicago Division with respect to an investigation by the Illinois Department of Human Rights regarding complaint of terminated employee and review of correspondence regarding IDHR concerning former employee's right to file suit at end of extended investigation period.

Metallon Division:

John Pereira Competition: _____ Hrs.

During the subject time period, Thorp Reed advised Copperweld Metallon Division with respect to an injunction against a former employee from competing with the Company or utilizing certain technology.

General Matters: _____ Hrs.

During the subject time period, Thorp Reed advised Copperweld Metallon Division with respect to the status of its non-residential lease under Sections 365 and 502 of the Bankruptcy Code; advised the Division with respect to its lease in winding up of business at Pawtucket location; letter to Jones Day regarding lease issues and possible rejection of the lease as an executory contract and unexpired lease; conferences related to 1995 environmental reports related to sump pump investigation and steps needed to complete lease obligation; work on environmental issues needed to close Metallon facility.

Miami Division:

Labor: _____ **Hrs.**

During the subject time period, Thorp Reed advised the Corporation with respect to 40-hour workweek restrictions and overtime work and related union grievance.

McClure Group, Inc.: _____ **Hrs.**

During the subject time period, Thorp Reed advised Copperweld Miami Division with respect to a sales agency agreement with McClure Group, Inc. for the sale of mechanical tubing products.

Environmental: _____ **Hrs.**

During the subject time period, Thorp Reed advised Copperweld Miami Division with respect to the remediation of the Piqua facility by Armco, Inc./AK Steel Company and tests performed by its environmental consultant ENSR; reviewed assignability of license for Piqua remediation; consideration of self-reporting to EPA of failure to file Form R reports for phosphoric acid and manganese; continued review of status of remediation by ENSR and test results; preparation of self-disclosure letter to EPA.

James Seeger: _____ **Hrs.**

During the subject time period, Thorp Reed advised Copperweld Miami Division with respect to monitoring personal injury litigation brought by employee of independent contractor injured on premises of facility.

General: _____ **Hrs.**

During the subject time period, Thorp Reed advised Copperweld Miami Division with respect to review of memoranda regarding grievance and new agency agreement for sales force.

Shelby Division:

General: _____ **Hrs.**

During the subject time period, Thorp Reed advised Copperweld Shelby Division with respect to conferences with human resource personnel regarding discipline of employee for safety violations; conferences and consideration of Company's failure to hire applicant with speech impairment and impact of Americans With Disabilities Act; consideration of obligations for

reporting serious non-fatal injury matters to OSHA and review of incident involving employee T. Reese.

Environmental: _____ ***Hrs.***

During the subject time period, Thorp Reed advised Copperweld Shelby Division with respect to environmental matters, including an SPDES permit and Ohio EPA requirements with respect to water quality and filing.

Stainless Division (Elizabethtown):

General: _____ ***Hrs.***

During the subject time period, Thorp Reed advised Copperweld Stainless Division with respect to military leave issues under the Uniform Services Employment and Reemployment Rights Act; reviewed confidential employment separation agreement and release to terminated employee.

Environmental: _____ ***Hrs.***

During the subject time period, Thorp Reed advised Copperweld Stainless Division with respect to conferences and consideration of issues related to failure to prepare Form R reports for three toxic chemicals for calendar years 1999 and 2000 and review of self-disclosure requirements under EPA audit policy; preparation of self-disclosure letter to EPA; consideration of EPA information request for additional information regarding prior self-disclosures by Copperweld facilities and response to EPA regarding same.

Birmingham Division:

Brian Graening: _____ ***Hrs.***

During the subject time period, Thorp Reed advised Copperweld Birmingham Division with respect to the preparation of a confidential separation agreement and release for the termination of employee Graening; consideration of potential claims raised by Graening related to wrongful termination; negotiation of severance agreement.

Portland Division:

General: _____ ***Hrs.***

During the subject time period, Thorp Reed advised the Company with respect to the severance of employee Ohno and review of Oregon law regarding enforceability of non-competition

agreements; review of issues related to intoxication of employee while driving to employee-related function; consideration of Oregon workers' compensation law on injuries while driving while intoxicated and corporate liability for medical bills; review related insurance issues.

Marion Division:

General: _____ **Hrs.**

During the subject time period, Thorp Reed advised the Company with respect to review of trademark issue requests; review issues related to status of employee Karen Scott and shutdown of Marion facility; review of Warn Act regulation regarding notices; review and revisions to confidential employment settlement agreement and release to Marion employees and benefit plan information to be included in termination letters; conferences related to employment terminations at Marion and related separation letters and agreements.

OSHA Citations and Penalties: _____ **Hrs.**

During the subject time period, Thorp Reed advised Marion with respect to OSHA abatement issues suggested by Department of Labor and negotiations leading to settlement of claim.

F. M. Locotos Company, Inc. License Agreement and Consulting Agreement: _____ **Hrs.**

During the subject time period, Thorp Reed advised Marion with respect to a license agreement and consulting agreement with F. M. Locotos with respect to utilization of patent for mine roof support system.

31. Section 330 of the Bankruptcy Code authorizes "reimbursement for actual, necessary expenses" incurred by professionals employed in a chapter 11 case. Accordingly, Thorp Reed seeks reimbursement for actual and necessary expenses (the "Expenses") incurred in rendering services to the Debtors during this period in the total amount of \$7,030.15, as detailed in the attached Exhibit L. Thorp Reed submits that the Expenses were reasonable and necessary in light of the services provided.

Final Approval of Compensation of Sept-Dec., 2002 Fees

32. Pursuant to the Administrative Fee Order, for the period September 1, 2002 through December 31, 2002, Thorp Reed sent to the Debtors and the appropriate notice parties, (i) for the period of September 1, 2002 through September 30, 2002, a monthly request for payment, on December 13, 2002, for compensation and reimbursement of expenses for its services in the amount of \$40,835.00 for fees and \$924.64 for expenses. (the "September, 2002 Monthly Request"); (ii) for the period of October 1, 2002 through October 31, 2002, a monthly request for payment, on December 13, 2002, for compensation and reimbursement of expenses for its services in the amount of \$69,137.50 for fees and \$1,414.72 for expenses. (the "October, 2002 Monthly Request"); (iii) for the period of November 1, 2002 through November 30, 2002, a monthly request for payment, on February 5, 2002, for compensation and reimbursement of expenses for its services in the amount of \$93,594.00 for fees and \$5,274.81 for expenses. (the "November, 2002 Monthly Request"); and (iv) for the period of December 1, 2002 through December 31, 2002, a monthly request for payment, on February 6, 2003, for compensation and reimbursement of expenses for its services in the amount of \$60,800.00 for fees and \$2,232.93 for expenses. (the "December, 2002 Monthly Request").

33. Pursuant to the Administrative Fee Order, Thorp Reed received 80% of the fees requested and 100% of the expenses requested with respect to the September, 2002 Monthly Request, the October, 2002 Monthly Request, the November, 2002 Monthly Request and the December, 2002 Monthly Request.

34. Thorp Reed hereby seeks a final order allowing Thorp Reed:

a. Compensation of \$264,366.50 in connection with services rendered between September 1, 2002 and December 31, 2002. Thorp Reed has identified each of

its professionals and paraprofessionals who provided services to the Debtors during this period and their respective hourly rates on the professional summary attached hereto as Exhibit M and incorporated herein by reference. A summary by month of the total hours incurred and fees charged for each billing category, along with the related time detail, is attached hereto as Exhibit N; and

b. Reimbursed for actual and necessary expenses of \$9,847.10 incurred in connection with Thorp Reed's services between September 1, 2002 and December 31, 2002. A summary and itemization of these expenses is attached hereto as Exhibit O.

c. to recover and directing the Copperweld Debtors to pay Thorp Reed \$52,873.30, which represents the 20% of the Sept-Dec.2002 Fees that were not paid by the Debtor.

35. Except as described in paragraph 33 above, Thorp Reed did not receive any payments or promises of payments during the Compensation Period from any source for services rendered or to be rendered to the Copperweld Debtors in connection with these chapter 11 cases.

36. Thorp Reed professionals and paraprofessionals billed their time during the time pertaining to the Sept-Dec 2002 Fees to distinct project billing categories which are identified in the Billing Summaries set forth as part of Exhibit N. These services were rendered for the Copperweld Debtors and are divided by each business: i.e., Corporate Headquarters, Copperweld Canada, Inc., Copperweld Bimetallic Products Company (Fayetteville Division), Metallon Division, Miami Division (Piqua); Shelby Division, Birmingham Division, Stainless Division, Chicago Division, and LTV Mechanical – Piqua. Below is a summary of the primary activities performed by Thorp Reed during this period in each of those billing categories. Although this summary is intended to generally describe these matters, a complete description of all such activities is found in the contemporaneous, daily time records included in the attached Exhibit N.

LTV Copperweld – Corporate Headquarters:

General: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to discussions with senior management regarding general contract issues, the sale of Copperweld assets; work on matters related to management structure and organization issues; conferences regarding general bankruptcy issues and leaseback issues; review of information and conferences related to payment issue involving customer Lovejoy Industries; review of issues related to assumption/rejection of nonresidential property leases; conferences related to attempt of customer to set off BP Building account against Copperweld account as violative of bankruptcy rules; telephone conferences related to proofs of claim; conferences related to status of pending employment-related litigation; conferences related to real estate market information; consideration of issue of whether audited financial statements are necessary for disclosure statements for plan of reorganization; conferences related to proof of claim questions and review of specific requests from employees for information; review of statements from environmental consultants; consideration and conferences related to Company's WARN obligations to employees related to shutdowns; research regarding accessibility to personnel files under Ohio, Illinois and Tennessee laws; review of issues related to certain benefit questions and severance plan and terminations.

Environmental – General: 2.50 Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to issues of self-reporting to the EPA.

Employee Benefits Advice: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to benefits, including examination of VEBA issues; review of complaints from Department of Insurance-Chicago; consideration of COBRA issues; preparation of VEBA letter and related COBRA issues; conferences, meetings and negotiations with Highmark with respect to VEBA issues; preparation of instruction letter to Highmark and Mellon Bank; review and conferences related to possible amendments to Copperweld Pension Plan regarding inclusion of LTV Steel employees; consideration of retiree benefits for LTV Tubular employees; transfer to Copperweld Plan; review of documents and conferences related to retiree medical and life insurance; discussions

with LTV regarding Tubular employees; review of documents and conferences related to ERISA issues regarding retiree health and benefits; research and conferences related to possible applicability of Section 1114; letter to Tubular employees regarding retiree insurance related to changes in Plan; conferences related to potential claims on behalf of retirees; consideration of issues related to change in retiree benefits; review of motions filed in Bankruptcy Court pertaining to termination of employee benefits and appointment of Section 1114 Committee; conferences related to COBRA issues applicable to retirees; research and memo regarding termination of health benefits and related retiree issues; conferences regarding draft form of Board meeting resolutions regarding amendment and modification of benefit plan; preparation for and attendance at Board of Directors meeting regarding retiree health and life insurance; consideration of appeals procedure for employees losing benefits because of amendment; review of agreement for reorganization administrative program and related research regarding COBRA issues and severance plan; review of Mellon Master Trust and discussions regarding COBRA issues for LTV Tubular employees; conferences related to SERP plans; revision of severance pay plan and review of related SPD and preparation of revisions to severance plan.

Federal Insurance Company: _____ *Hrs.*

During the subject time period, Thorp Reed advised LTV Copperweld in connection with reading of answer filed by Federal; conferences with counsel for Lumbermens regarding pleadings in Ohio case against Lumbermens; reading of proof of claim filed on behalf of Lumbermens related to Federal and Lumbermens response to Ohio Bureau of Workers' Compensation claim wherein Federal and Lumbermens had requested indemnification from Copperweld Corporation.

Labor – General – Corporate Headquarters: _____ *Hrs.*

During the subject time period, Thorp Reed advised LTV Copperweld in connection with conferences related to negotiations with United Autoworkers; research under Oregon law with respect to loss of vacation, benefits and requirement for payment of unused vacation pay; review of separation agreement and release for terminated employee; review of releases to be offered to Marion employees; review of Company's right to increase employee health insurance contributions for union represented employees; conferences and consideration of issues relating to possible changes in health insurance benefits at unionized U.S. facilities of LTV Copperweld;

review of issues related to proposed unilateral changes in employee health insurance contributions and other benefit-related issues; research regarding direct deposit instead of payment by paychecks and related deductions for health benefits; review of Ferndale collective bargaining agreement regarding wage payments, etc. and employer's right to make unilateral changes in payment methods; review of collective bargaining agreements with respect to contemplated unilateral changes in healthcare benefits and bonus plans; conferences related to cost of living adjustments; conferences related to neutrality language in collective bargaining agreement with Magna International and Intier Automotive; consideration of contracting out issues for F. Burks; legal research regarding collective bargaining agreements for Magna and Intier; work on issues related to terminations and related settlement agreements and releases concerning certain information technology employees; review of issues related to demographic information needed for notices to terminated information systems and sales and marketing employees.

Reorganization Issues: _____ ***Hrs.***

During the subject time period, Thorp Reed advised LTV Copperweld with respect to possible cancellation of equipment leases; review of executory contracts and conferences with LTV regarding same, including termination of Metallon lease; review of order and draft of agreement for reorganization administration program; review issues related to retention payments to LTV Steel employees for assistance in Copperweld Plan of Reorganization; numerous conferences and meetings with management and LTV regarding revisions to agreement for reorganization administration program.

General Intellectual Property Correspondence: _____ ***Hrs.***

During the subject time period, Thorp Reed advised LTV Copperweld with respect to Tuffdom and other trademarks and monitored status of an international registration.

Bankruptcy Billing: _____ ***Hrs.***

During the subject time period, Thorp Reed expended time related to billing of services and disbursements for client and its Divisions in bankruptcy; work on fee applications.

Marmon/Keystone Terms and Conditions: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to revisions to the terms and conditions to govern blanket purchase orders and acknowledgements for electronic-based transactions and considered status of insurance coverage for product liability as it relates to disclaimers.

Termination: 1.80 Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to review of separation documents outlining separation benefits and releases.

Reorganization Personnel Matters: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to terminations of LTV Copperweld executives and prepared and negotiated separation agreements and releases; conferences and review of information and correspondence regarding termination of information systems employees and consideration of WARN Act and Older Worker Benefit Protections Act issues.

Educational Expense Reimbursement – Chris Reiter: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to educational assist agreement for tuition reimbursement program with valued management employee; preparation of educational assistance plan; preparation and review of promissory notes with respect to recovery of tuition payments in event of default by employee.

Canadian Job Consolidations: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to conferences with Copperweld senior management with respect to reorganization of staff and services to be performed in Pittsburgh office of Copperweld for Canadian operations.

Employee Benefits Advice – VEBA Matter: 6.5 Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to conferences with Mr. Spivak regarding VEBA issues and review of retiree medical plan issues.

General Collection Matters: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to conferences with corporate collection manager and review of preference claim by Anacom and response to same.

Audit Letter: .20 Hr.

During the subject time period, Thorp Reed reviewed and provided to management audit letter for LTV Tubular; review of files related to Pipe and Conduit locations and final preparation of audit letter.

Wolverine Metal Stamping Company, Inc. : 5.4 Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to failure of Wolverine to pay statement for allegedly defective materials and communications with McClure Metals regarding technical information and quotation issues; review of plant records and work on demand letter.

Copperweld Bimetallic Products Company

Environmental: _____ Hrs.

During the subject time period, Thorp Reed advised Copperweld with respect to correspondence with plant regarding permitting letter sent to Tennessee DEC; conferences with plant regarding air permitting requirements for atmospheric generators and related research.

Bimetallics – Intellectual Property: _____ Hrs.

During the subject time period, Thorp Reed advised CBPC with respect to its patents in Japan and Spain and trademarks in Venezuela, India, Peru and Brazil.

CBPC (Fayetteville) – General: _____ Hrs.

During the subject time period, Thorp Reed advised this Division with respect to Tennessee law regarding obligation to pay accrued vacation pay and the abuse by employee of attendance and sick pay policy.

Environmental: _____ Hrs.

During the subject time period, Thorp Reed advised this Division with respect to correspondence with client with respect to permitting letter to Tennessee DEC.

Chicago Division:

Tammy Aspera: _____ **Hrs.**

During the subject time period, Thorp Reed advised Copperweld Chicago Division with respect to review of orders of Illinois Human Rights Commission decision; participation in status conference related to complainant's request for further review; preparation of related brief in opposition to request for review of decision dismissing portions of her complaint; preparation of first set of interrogatories and requests for production of documents; preparation for telephone status conference with Illinois Human Rights Commission and review of order regarding pretrial procedures.

Nancy Kraus – Charge No. 240A12092: _____ **Hrs.**

During the subject time period, Thorp Reed advised Copperweld Chicago Division with respect to telephone conference with Illinois Human Rights Commission regarding information requests and correspondence regarding same; contacts regarding requests for additional information from IDHR regarding Kraus' statement in Aspera case; review of third request for information from IDHR; conferences with client regarding revision of same; preparation of letter to IDHR regarding LTV Copperweld's response to request for further information.

Metallon Division:

General: _____ **Hrs.**

During the subject time period, Thorp Reed advised Metallon Division with respect to contacts with Civil & Environmental Consultants regarding sampling at facility and environmental reports required for shutdown; consideration of rejection of lease in bankruptcy proceeding; research of Rhode Island regulations with respect to closing of facility and TPH standards; consideration of lease obligations and obligations to make monthly payments; attention to form of disclosure of TPH to Rhode Island Department of Environmental Management; update of hazardous material release notification form; review of cost projections for remediation; work on disclosure of findings of environmental consultant (CEC) and report and notification to Rhode Island Department of Environmental Management; consideration of excavation of contaminated soils around sump; review drawings with respect to location of bonding mill sump in relation to

TPH contamination; supervision of CEC services and testing at cite for remediation of contaminated soils.

Plant Shutdown Matters: _____ ***Hrs.***

During the subject time period, Thorp Reed reviewed proposal by Alliance Environmental Group, Inc. for preparation of site investigation report and remedial action and interface with representatives of owner related to said remediation; review of proposal from Alliance for remediation work, including preparation of waste profile and letter of agency for execution of hazardous waste manifest; monitoring of remedial work; correspondence related to abandonment of equipment at site.

Miami Division:

Environmental: _____ ***Hrs.***

During the subject time period, Thorp Reed advised LTV Copperweld with respect to environmental issues at Miami Division (Piqua), including issues related to self-disclosure to EPA of presence of manganese pursuant to Form R reporting requirements; review of ENSR sampling results with respect to site remediation; conferences with CEC regarding split samples regarding site remediation; comparison of ENSR analytical results with CEC split samples; meeting with client with respect to same; correspondence with counsel for AK Steel regarding analytical results of remediation and discrepancies in sampling result; correspondence regarding Form A reports regarding self-disclosure to EPA; discussions regarding request for additional information to be provided to EPA; preparation of response to EPA regarding disclosure of EPCRA reporting violations and response to additional questions by EPA regarding self-disclosure; correspondence with counsel for AK Steel regarding remediation of site and proposed risk assessment; work on background corporate information for providing to EPA; review of 1999 CEC audit facility requested by EPA; consider confidentiality issues with respect to Armco agreement; research of Ohio Voluntary Action Program regulations (VAP) on performance of risk assessments for remediation; work with environmental manager at plant with respect to calculations necessary to provide to EPA for EPCRA self-disclosure reports.

McClure Group, Inc.: 1.4 Hrs.

During the subject time period, Thorp Reed conferred with client regarding notice to sales agent McClure regarding no sales for Elyria facility and discussion of revisions to agent agreement.

Grievance No. 20-02 – Assignment of Overtime (Miami): 1.30 Hr.

During the subject time period, Thorp Reed reviewed new grievance and researched panel of arbitrators regarding recommendations for selection of same.

Piqua:

Arbitration – Grievance 01-02: _____ Hrs.

During the subject time period, Thorp Reed reviewed correspondence from arbitrator and reviewed selection dates for commencement of hearing; review of grievance file, including prior contracts, calculation of damages; meetings with Company officials regarding preparation for arbitration hearing; preparation of outline and trial representation at arbitration hearing in Piqua and preparation of post-hearing brief.

Shelby Division:

General: _____ Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld Shelby Division with respect to OSHA citations for July 2002 crane accident; work with respect to abatement of OSHA citations; research related to abatement; preparation of Company's defense to citations; review of client documents regarding training and discipline of crane operators; preparation of notice of contest to OSHA citations; work on internal investigation report; consideration of right of hourly employees to elect out of Plan A insurance coverage; review of joint development with Scot Industries; review of confidentiality agreement with Lokring Technology and conferences related to IP issues concerning indemnification provisions.

Intellectual Property: _____ Hrs.

During the subject period, Thorp Reed advised Shelby Division with respect to maintenance of its U.S. trademark of Tuffdom in three separate categories.

Timothy Reese Accident: _____ *Hrs.*

During the subject time period, Thorp Reed advised Shelby Division regarding telephone conferences related to OSHA citations for crane accident; reading of draft investigation report prepared by management with regard to circumstances of Reese accident and consideration of impact of potential civil action; preparation of answer to OSHA complaint related to citations; providing of corporate history for answer; numerous telephone conferences with plant witnesses; conferences with corporate safety manager regarding safety issues related to incident investigation report; consideration of privilege issues related to internal accident report and distribution of said report.

Carley and Associates, LLC: _____ *Hrs.*

During the subject time period, Thorp Reed advised Shelby Division with respect to a new agent agreement; review of split commission arrangements; preparation of agent agreement and conferences with sales managers regarding same; review of request for revisions to non-compete clause of agent agreement and preparation of same; review of acknowledge form practice involving sales agents.

Birmingham Division:

Employee Complaints: _____ *Hrs.*

During the subject time period, Thorp Reed advised Birmingham Division with respect to alleged discrimination issues at facility and complaints of hostile work environment; development of an investigation plan for Birmingham and conferences regarding sanctions to be taken in response to employee complaints.

Welded Tube:

Portland: _____ *Hrs.*

During the subject time period, Thorp Reed reviewed lease documents between Welded Tube and Portland Tube Facility, LLC, equipment lease, real estate lease and sublease; considered timetable for obligations to Portland Tube Facility, LLC; analysis and discussions with respect to possible rejection of Boeing contract related to facility; consideration of equipment lease and real property issues in light of bankruptcy law; consideration of ownership of Portland property and any encumbrances; review of related agreements; analysis of agreements to determine

enforceability of lease under Oregon law; research of enforceability of lease agreement under bankruptcy law; review of UCC issues with respect to security and equipment; consideration of adequacy of consideration for lease under bankruptcy in Ninth Circuit precedent; conferences regarding payment of monthly rental; analysis and presentation of options available to Copperweld with respect to equipment and real estate at Portland; conferences with client regarding liens and lease issue with respect to sales/leaseback agreement; preparation for and conference with Hennigan Bennett attorney; conferences with LTV and debtor's counsel with respect to payment of November lease payment and options available for negotiation; meetings with client regarding bankruptcy and related issues concerning disposition of Portland facility; providing of legal arguments to Attorney Ben Murphy with respect to analysis of lease versus of secured transaction issues for negotiation; reading of letter regarding intent of Portland Tube to seek relief from automatic stay and conference with senior management of Copperweld regarding same; conferences related to issues in connection with rejecting an unexpired lease of nonresidential real estate; continuing review and contacts with Attorney B. Murphy regarding current discussions with Boeing Heller with respect to taking back Portland facility.

Stainless Division (Elizabethtown):

General: _____ **Hrs.**

During the subject time period, Thorp Reed advised Stainless Division with respect to return to work of employee with lifting restriction

Environmental: _____ **Hrs.**

During the subject time period, Thorp Reed advised Stainless Division with respect to a response to EPA information request on self-disclosure; conferences related to Form R issues; research of prior violations; discussions with plant environmental manager regarding response to EPA.

Marion

OSHA Citations and Penalties: 8.6 Hrs.

During the subject time period, Thorp Reed advised Copperweld with respect to OSHA citations at its Marion, Ohio facility, including conferences with the Department of Labor solicitor and negotiation of settlement; review of settlement agreement; correspondence related to settlement and proposed OSHA stipulation and report to management regarding same.

F. M. Locotos Company, Inc. – License Agreement and Consulting Agreement: 10.10 Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to a licensing and consulting agreement proposed with F. M. Locotos Company for patent rights to a roof bolting invention; preparation and negotiation of agreement and sending of revised agreement to LTV.

37. Section 330 of the Bankruptcy Code authorizes "reimbursement for actual, necessary expenses" incurred by professionals employed in a chapter 11 case. Accordingly, Thorp Reed seeks reimbursement for actual and necessary expenses (the "Expenses") incurred in rendering services to the Debtors during this period in the total amount of \$9,847.10, as detailed in the attached Exhibit J. Thorp Reed submits that the Expenses were reasonable and necessary in light of the services provided.

Final Approval of Compensation of Jan-April, 2003 Fees

38. Pursuant to the Administrative Fee Order, for the period January 1, 2003 through April 30, 2003, Thorp Reed sent to the Debtors and the appropriate notice parties, (i) for the period of January 1, 2003 through January 31, 2003, a monthly request for payment, on March 13, 2003, for compensation and reimbursement of expenses for its services in the amount of \$79,410.00 for fees and \$7,120.29 for expenses. (the "January, 2003 Monthly Request"); (ii) for the period of February 1, 2003 through February 28, 2003, a monthly request for payment, on April 2, 2003, for compensation and reimbursement of expenses for its services in the amount of

\$59,541.50 for fees and \$6,640.50 for expenses. (the "February, 2003 Monthly Request"); (iii) for the period of March 1, 2003 through March 31, 2003, a monthly request for payment, on April 30, 2003, for compensation and reimbursement of expenses for its services in the amount of \$57,153.50 for fees and \$4,143.42 for expenses. (the "March, 2003 Monthly Request"); and (iv) for the period of April 1, 2003 through April 30, 2003, a monthly request for payment, on June 4, 2003, for compensation and reimbursement of expenses for its services in the amount of \$56,991.50 for fees and \$3,173.35 for expenses. (the "April, 2003 Monthly Request").

39. Pursuant to the Administrative Fee Order, Thorp Reed received 80% of the fees requested and 100% of the expenses requested with respect to the January, 2003 Monthly Request, the February 2003 Monthly Request, the March 2003 Monthly Request and the April 2003 Monthly Request.

40. Thorp Reed hereby seeks a final order allowing Thorp Reed:

a. Compensation of \$253,096.50 in connection with services rendered between January 1, 2003 and April 30, 2003. Thorp Reed has identified each of its professionals and paraprofessionals who provided services to the Debtors during this period and their respective hourly rates on the professional summary attached hereto as Exhibit P. A summary by month of the total hours incurred and fees charged for each billing category, along with the related time detail, is attached hereto as Exhibit Q; and

b. Reimbursed for actual and necessary expenses of \$21,077.56 incurred in connection with Thorp Reed's services between January 1, 2003 and April 30, 2003. A summary and itemization of these expenses is attached hereto as Exhibit R.

c. to recover and directing the Copperweld Debtors to pay Thorp Reed \$50,619.30, which represents the 20% of the Jan-April, 2003 Fees that were not paid by the Copperweld Debtors.

41. Except as described in paragraph 39 above, Thorp Reed did not receive any payments or promises of payments during this Period from any source for services rendered or to be rendered to the Copperweld Debtors in connection with these chapter 11 cases.

42. Thorp Reed's professionals and paraprofessionals billed their time during the time pertaining to the Jan-April, 2003 Fees to distinct project billing categories which are identified in the Billing Summaries set forth as part of Exhibit Q. These services were rendered for the Copperweld Debtors and are divided by each business: i.e., Corporate Headquarters, Copperweld Canada, Inc., Copperweld Bimetallic Products Company (Fayetteville Division), Metallon Division, Miami Division (Piqua); Shelby Division, Birmingham Division, Stainless Division, Chicago Division, and LTV Mechanical – Piqua. Below is a summary of the primary activities performed by Thorp Reed during the Compensation Period in each of those billing categories. Although this summary is intended to generally describe these matters, a complete description of all such activities is found in the contemporaneous, daily time records included in the attached Exhibit Q.

Corporate Headquarters:

General: 85.40 Hrs.

During the subject time period, Thorp Reed responded to inquiries regarding benefits for a Tubular employee; corresponded with client regarding third party vendor services; considered layoff policy revisions; worked on COBRA issues with respect to holiday; provided history of organization of Divisions for disclosure purposes; reviewed pending litigation for disclosure; reviewed subpoena for pension records for former employee Nahbi and response under Indiana law; considered reorganization issues; conferences with senior management regarding same; work on separation and agreement of release for Mr. Turner and Mr. Young; conferences with Mr. McGlone regarding management changes and review of make-up of Boards of Copperweld-related companies; conferences with LTV regarding corporate records of Copperweld and affiliates and necessity to add directors upon resignation of senior management; conferences regarding corporate minute books and resolutions; arranging for resignations of Messrs. Turner and Young as directors; conference with Mr. McGlone regarding retention of Stanley Levine as Special Counsel and review of Motion to Engage; consideration and review of by-laws for

affiliates; consideration of issues regarding vacancies of directors and officers created by resignation; taking of steps related to appointment of Messrs. Loveland and Smith as directors; conferences with Mr. Turner regarding insurance policy; review of current officers and directors of Copperweld and all subsidiaries for Mr. McGlone and work on updated due diligence files for disclosure to new senior management.

Audit Letter: 27.70 Hrs.

During the subject time period, Thorp Reed reviewed audit letter request for all Copperweld-related businesses; review of litigation subject to report and closed matters from prior audit reports; review of environmental CERCLA sites for disclosure; conferences regarding necessity to report benefit demand regarding Marion facility; review of memorandum regarding status of labor litigation and claims for Welded Tube and Copperweld Tubing Products Company; conference with J. Mack regarding OSHA citations status; memo to Mr. Young regarding responses of other law firms to audit request; review of final draft of audit letter response for environmental matters; drafting of response for issue involving employee Emerich; finalization of letter and delivery to Ernst & Young; preparation of letter amendment thereto.

Environmental – General: 13.30 Hrs.

During the subject time period, Thorp Reed reviewed all pending environmental matters regarding the Corporation and its subsidiaries; reviewed proposed evaluation of Environ audit results by CEC; worked on development of environmental management system with CEC; review of draft environmental health and safety plan prepared by CEC and revisions to audit program; review of participation of D. Szwed of CEC in matters related to Piqua, Ohio facility; conferences related to annealing furnace matter at Piqua (Miami).

Employee Benefits Advice: 230.00 Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to tax credit issues related to loss of retiree insurance; research of Trace Act of 2002; conferences related to changes in severance plan; consideration of layoff benefit issues and relationship to severance plan changes; discussions related to applicability of Sarbanes-Oxley to split dollar issues; review of COBRA issues; work on communications to disabled employee; consideration of employment matters as related to pending bankruptcy; research regarding severance of employees;

conferences with Jones Day regarding analysis of COBRA issues; consideration of layoff benefits and communications with employees; research related to modification of severance; research related to effect of COBRA rights related to severance; conferences related to COBRA issues as they relate to severance of Tubular Products employees; dealings with retired LTV Tubular employee Emerich; research regarding Sections 1113 and 1114 of Bankruptcy Code and related benefit issues; consideration of pension issues to be reviewed for reorganization; consider analogous pension issues in USAirways bankruptcy case; research application of ERISA notice requirements related to health plan; research regarding distress termination and waiver issues related to Copperweld pension plans; consideration of issues related to collective bargaining agreements and pension agreements at unionized facilities; preparation of memorandum regarding various pension issues; conferences regarding demand on behalf of former employee Emerich and consideration regarding amendment to health and retiree life plan; review of objections filed in USAirways request to terminate pilot pension plans; review of split dollar agreements as related to Sarbanes-Oxley legislation; research of Sections 501(e)(1)(B) and 502(j) of the Bankruptcy Code; review of letters to active salaries employees and salaried retirees regarding pension formula and revisions; continued analysis and negotiation of claim brought by former employee Emerich and considered issues of equitable estoppel under ERISA related thereto; review of letters to salaried pension plan participants – active, retired and deferred vested; discussions related to benefit issues related to directors; revision of letters to salaried plan participants; research related to amendment of pension plan and recoupment of excess payments; review of plan submission package for Copperweld pension plan and issues with respect to response to IRS regarding improvements and recoupment; meeting with Copperweld management and Mercer regarding pension plan issues.

Employee Benefits – VEBA Matters: 31.80 Hrs.

During the subject time period, Thorp Reed researched ERISA prohibited transaction rules regarding VEBA and ability of plan sponsor to seek reimbursement from plan for services; preparation of draft letter regarding analysis of Highmark/VEBA reimbursement relationship under ERISA prohibited transaction rules.

Federal Insurance Company: 19.00 Hrs.

During the subject time period, Thorp Reed advised Copperweld with respect to a claim for indemnification by Federal Insurance Company and the ramifications of a possible post-reorganization claim; review of notice of rejection of executory contract; review status of OBC lawsuit against Federal (for which Federal seeks indemnification).

Labor – General – Corporate Headquarters: 15.60 Hrs.

During the subject time period, Thorp Reed advised LTV Copperweld with respect to the termination of a Sales and Marketing employee in Texas; research and conferences related to terminations of sales representatives in various states and determination whether such terminations must be included in demographic information to disclosures to terminated employees at Portland; research regarding restrictions on termination and enforceability of non-competition agreements and discrimination statutes in California, Kansas, Michigan and Missouri; work on specific terminations and revision of termination documents, including attention to Older Workers Benefits Protection Act; providing of employment-related claim information for audit response concerning labor issues; work on termination letters and agreements to be offered to employees in Michigan and Illinois; review of termination letter and confidential employment separation agreement to be offered to Pittsburgh employee; review of draft Copperweld educational assistance policy; conferences related thereto and conferences related to reduction in workforce at corporate headquarters.

General Intellectual Property Correspondence: 1.00 Hr.

During the subject time period, Thorp Reed advised reviewed correspondence regarding trademark watch service and conducted patent search for coaxial cables.

Bankruptcy Billing: 13.70 Hrs.

During the subject time period, Thorp Reed expended time in preparing statements for professional services for client and divisions in bankruptcy for service upon Notice Parties and client.

Marmon/Keystone Terms and Conditions: 3.60 Hrs.

During the subject time period, Thorp Reed worked on the review of proposed terms and conditions from Marmon/Keystone and making of revisions to proposed agreement of negotiated terms.

International Engineers and Fabricators, Inc.: 26.30 Hrs.

During the subject time period, Thorp Reed advised Copperweld with respect to a promissory note with its customer International Engineers and Fabricators, Inc.; prepared a complaint for filing for customer's failure to meet terms of note; discussions with credit manager of customer demanding payment and negotiating payment schedule; consideration of confessing judgment; filing of confession of judgment of complaint in Allegheny County, Pennsylvania and securing judgment; consideration of issues related to collection.

Wolverine Metal Stamping: 10.90 Hrs.

During the subject time period, Thorp Reed continued making demands upon Wolverine for payment for product delivered pursuant to its purchase order; numerous conferences with Wolverine regarding dispute over whether products complied with specifications of purchase order; review of samples and correspondence related to Wolverine's claim of defective goods.

Objections to Proofs of Claim: 72.40 Hrs.

During the subject time period, Thorp Reed provided information to LTV with respect to claims filed by insurance companies, including Lumbermens and Federal for purposes of objections to proofs of claim; review of Lumbermens proof of claim against Copperweld Tubing Products Company and memorandum regarding background reasons for claim of indemnification; consideration of bankruptcy issues regarding contingent claim; review of objections and issues regarding disallowance of claims under Section 502(e); research regarding disallowance of contingent or unliquidated claims; draft of objections to proof of claim; conferences related to claim by Buckeye Coal Company as not relating to Copperweld issues; search of closed files with respect to claims related to Superfund sites for objections to claims of PRPs; conferences with K. Woods of LTV regarding notice bar date to Federal Insurance Company; review of memo from K. Woods of LTV regarding proposed revisions to objections to proofs of claim.

General Patent Counseling: .30 Hr.

During the subject time period, Thorp Reed discussed with Copperweld proposed patent projects.

Reorganization Issues: 3.00 Hrs.

During the subject time period, Thorp Reed reviewed documents from Copperweld human resource director regarding reorganization and discussion with client regarding same.

J. Allen Steel Company – 8.90 Hrs.

During the subject time period, Thorp Reed advised Copperweld with respect to J. Allen Steel's delinquent account with Copperweld; review of financial information regarding the account and likelihood of J. Allen Steel's bankruptcy filing; confirmation of Chapter 11 filing by J. Allen Steel; beginning of work with respect to Copperweld's rights as creditor; review of memo regarding participation of Copperweld corporate credit manager on creditor's committee.

Pension Matters – Salaried Pension Plan: 8.60 Hrs.

During the subject time period, Thorp Reed reviewed letter to retirees regarding pension options; research regarding issues associated with denial of benefit formula change by Internal Revenue Service and meetings with client and consultant regarding same; review of memo from Copperweld regarding pension plan issues and pension recoupment issues and discussions regarding validity of amendments to plan.

Warranty Disclaimers – Electronic Communication Documentation: 13.2 Hrs.

During the subject time period, Thorp Reed advised Copperweld with respect to possible revisions of standard terms and condition of sale and examined acknowledgement practices with regard to electronic communications with customers; review of legislation related to electronic communications; review of articles in connection with UCC issue and UCC question regarding battle of the forms in electronic communications.

Copperweld Bimetallic Products Company:

Fayetteville – General: 13.5 Hrs.

During the subject time period, Thorp Reed conferred with the client regarding patent issues for new manager of patent responsibility at Fayetteville; conferred with client with respect to pending patent for copper-clad aluminum strip and patent issues related to Trilogy; meeting at

Fayetteville regarding copper-clad aluminum braid; conferences regarding patent application filed on behalf of Andrews for coaxial cable and search of USPTO records regarding same; conference regarding issues relating to layoff of senior employee in supervisory position.

Maintenance of Copperweld Bimetallics Intellectual Property: 24.1 Hrs.

During the subject time period, Thorp Reed advised the client and maintained its trademark and patent rights in France, Brazil, United Kingdom, Croatia, Yugoslavia, Bosnia-Herzegovina, Columbia, India, Bulgaria, Venezuela and the U.S. and further monitored the status of issues related to patent renewals and coordinated information with Ladas & Perry, corresponding counsel for international patent and trademark maintenance.

Superior Telecommunications, Inc.: 44.20 Hrs.

During the subject time period, Thorp Reed advised the client with respect to the bankruptcy of key customer Superior Essex and Superior Telecommunications, Inc. and possible collection of pre-petition accounts receivable; discussions and legal research related to ability to stop delivery of shipments in transit; review of treatment of status of first day motions for essential suppliers; consideration of Copperweld as critical vendor; review of Superior's motions with respect to essential supplier status and authorization of debtors to pay pre-petition claims of essential creditors; negotiation and drafting of agreement to secure essential creditor status and to receive portion of pre-petition debt; review of documents related to debtor regarding its post-petition business with Copperweld and conferences related to supply agreement for future business as essential trade creditor.

Chicago Division

Tammy Aspera: 13.10 Hrs.

During the subject time period, Thorp Reed reviewed Order and Decision of Illinois Department of Human Rights reversing IDHR's dismissal of retaliatory discharge count; review of notice of conciliation; review of Order of Illinois Civil Rights Commission regarding filing of amended complaint; preparation of answers of Copperweld and employee Temores to first amended complaint; review of Aspera's responses to Copperweld's first request for production of documents and first set of interrogatories; preparation and participation in pre-hearing conference before Administrative Law Judge; review of correspondence from plaintiff's counsel

regarding witnesses and pre-hearing schedule; preparation of responses to plaintiff's discovery requests; conferences with client regarding issues related to Aspera's request for production of documents; preparation of Copperweld responses to plaintiff's first set of interrogatories and first request for production of documents.

Nancy F. Kraus – Charge No. 240A12091: 16.6 Hrs.

During the subject time period, Thorp Reed prepared Copperweld's response to the IDHR's request for further information; reviewed history of promotions of female employees; reviewed notice of dismissal issued by IDHR and Opinion; inquiries into whether employee Kraus filed request for review; confirming same; review of complainant's request for review and brief; preparation of brief in opposition to request for review.

General: 11.90 Hrs.

During the subject time period, Thorp Reed advised Chicago Division with respect to the status of labor and employment matters at LTV Chicago; consideration of discriminatory nature of Select International's testing methodology; review of draft for Chicago; review of multi-employee layoff provisions and severance pay policy issues; conference with corporate credit manager regarding Chapter 7 case of customer; preparation of separation agreement and release for terminated employee.

Donna Stralko-Jones: 7.90 Hrs.

During the subject time period, Thorp Reed reviewed issues related to request by ex-spouse of ex-employee for accounting of pension account; review of documents related to potential ERISA claim; review of request for accounting and a claim alleging failure to partition 401(k) account.

Metallon Division:

Plant Shutdown Matters: 12.90 Hrs.

During the subject time period, Thorp Reed engaged in discussions with regard to remediation of facility to meet obligations under lease; reviewed draft emergency short-term response action report prepared by Alliance Environmental Group and making of comments thereto; review of correspondence from Rhode Island DEM on emergency short-term response action report; consideration of residential versus commercial standard; contacts with Alliance regarding

interface with Rhode Island DEM; review of status of negotiations with Rhode Island DEM and negotiation of agreement for payment of services of Alliance on behalf of Copperweld.

Contracts: 1.40 Hrs.

During the subject time period, Thorp Reed advised LTV with respect to rejection of lease and confirmation of no objections.

Miami Division:

Environmental: 85.60 Hrs.

During the subject time period, Thorp Reed responded to requests by the EPA with respect to information required by self-disclosure reporting of environmental violation; reviewed 1999 environmental audit for privilege issues; reviewed calculations with respect to manganese prepared by plant environmental manager; review of Environ audit reports; finalization of response to EPA for information request; making of revisions to EPA self-report letter; review of redacted phase I audit for production to EPA; conferences with client regarding need to revise SPCC plan and storm water plan; continued monitoring of Armco remediation and discussions with counsel for Armco/AK; conferences with client regarding permitting status for 7,000-ton annealing furnace and conferences with CEC, environmental consultant, regarding same; discussions with Ohio EPA regarding applicability of exemption to annealing furnace; review CEC report on air permitting.

McClure Group, Inc.: 19.20 Hrs.

During the subject time period, Thorp Reed engaged in a renegotiation, drafting and completion of an independent sales representative agreement for McClure Group, Inc. and making of revisions thereto during course of negotiations.

Grievance No. 20-02 – Assignment of Overtime: 4.50 Hrs.

During the subject time period, Thorp Reed reviewed the selection of arbitrators and materials regarding grievance; prepared arbitration notebook; reviewed collective bargaining agreement and prepared for arbitration hearing.

Piqua:

Arbitration – Grievance 01-02: 19.90 Hrs.

During the subject time period, Thorp Reed evaluated grievance related to general wage increase and collective bargaining agreement on established red circle rates and prepared post-hearing brief for client; advised the Corporation with respect to the arbitration before Arbitrator Russell, including preparation for hearing, review of post-hearing brief and related correspondence; review of arbitration award and communication with client.

Portland:

General: 11.40 Hrs.

During the subject time period, Thorp Reed conferred with Attorney B. Murphy regarding notice issues with Portland Development Authority; conferences regarding releases and termination letters for Portland and benefit issues regarding termination documents for Portland employees and related research under Oregon law regarding non-competition provisions in separation agreements, closing notice requirements and general shutdown issues; attention WARN Act compliance; conferences related to separation agreements to be offered to terminated employees and related releases; review of demographic information to be provided to Portland employees; review correspondence related to separation agreement of manager related to shutdown and his worker's compensation claim.

Shelby Division:

General: 1.40 Hrs.

During the subject time period, Thorp Reed advised the client with respect to retention of records of terminated employees, a discrimination claim filed by an employee and a report of the sales of drugs by a Company employee.

Intellectual Property: 6.90 Hrs.

During the subject time period, Thorp Reed advised Copperweld Shelby Division with respect to maintenance of its U.S. trademarks for Tuffdom 620 and 520.

Timothy Reese: 45.00 Hrs.

During the subject time period, Thorp Reed advised the Company with respect to an OSHA hearing related to accident involving employee Reese; conferences with representatives of OSHA regarding plant inspection; consideration of privilege issues related to investigation; meeting at Shelby facility to investigate accident and interview witnesses; conferences with Department of Labor Solicitor regarding pre-hearing planning conference; consideration of admissibility of OSHA citations; conferences with OSHA regarding settlement of citations; final negotiation of settlement of OSHA citations.

Carley and Associates, LLC: 1.50 Hrs.

During the subject time period, Thorp Reed advised Shelby Division with respect to revisions to sales agent agreement.

Alverta Williams: .20 Hr.

During the subject time period, Copperweld confirmed the status of the Alverta Williams employee claim.

Charles J. Schiffer, Jr.: 21.00 Hrs.

During the subject time period, Thorp Reed advised the Division with respect to a disability discrimination charge; investigation and legal research related to claim; representation before the Ohio Civil Rights Commission; review of documents regarding accommodations for workplace injuries and revisions to position statement filed with Ohio Civil Rights Commission.

Birmingham Division:

Environmental: .30 Hr.

During the subject time period, Thorp Reed conferred with Williams Environmental on status of Alabama DEM response.

General: 1.70 Hrs.

During the subject time period, Thorp Reed engaged in correspondence and discussions related to possible shutdown of Birmingham facility and advised with respect to termination of employees and related release agreements.

Kathy R. Fuller Litigation: 4.30 Hrs.

During the subject time period, Thorp Reed monitored the pendency of a personal injury lawsuit in the State of Alabama by a plaintiff allegedly injured due to an improperly packaged load.

Michael A. Scales: 25.50 Hrs.

During the subject time period, Thorp Reed represented the Division with respect to an EEOC complaint filed by employee for racial discrimination and retaliation, including investigation, preparation of position statement; conferences with client regarding harassment incident and investigation of race relations at Division; revisions to position statement; advising client with respect to discipline of other employees involved in incident; conferences related to diversity training and response to incident.

Human Resources: 10.10 Hrs.

During the subject time period, Thorp Reed advised the Division with respect to its employee handbook; research of Alabama laws regarding fair employment practices and suggested revisions to handbook.

Danny F. Alverson: 10.00 Hrs.

During the subject time period, Thorp Reed advised the Division with respect to an age discrimination charge, including preparation of position statement and discussions with management regarding background information related thereto.

Stainless Division (Elizabethtown)

Environmental General: .20 Hr.

During the subject time period, Thorp Reed communicated with the Division regarding EPA response to information request.

43. Section 330 of the Bankruptcy Code authorizes "reimbursement for actual, necessary expenses" incurred by professionals employed in a chapter 11 case. Accordingly, Thorp Reed seeks reimbursement for actual and necessary expenses (the "Expenses") incurred in rendering services to the Debtors during this period in the total amount of \$21,077.56, as detailed

in the attached Exhibit R. Thorp Reed submits that the Expenses were reasonable and necessary in light of the services provided.

Final Approval of Interim Compensation of May-Aug., 2003 Fees

44. Pursuant to the Administrative Fee Order, for the period May 1, 2003 through August 31, 2003, Thorp Reed sent to the Debtors and the appropriate notice parties, (i) for the period of May 1, 2003 through May 31, 2003, a monthly request for payment, on July 2, 2003, for compensation and reimbursement of expenses for its services in the amount of \$71,603.00 for fees and \$9,185.71 for expenses. (the "May, 2003 Monthly Request"); (ii) for the period of June 1, 2003 through June 30, 2003, a monthly request for payment, on August 15, 2003, for compensation and reimbursement of expenses for its services in the amount of \$62,948.50 for fees and \$2,062.21 for expenses. (the "June, 2003 Monthly Request"); (iii) for the period of July 1, 2003 through July 31, 2003, a monthly request for payment, on September 9, 2003, for compensation and reimbursement of expenses for its services in the amount of \$66,256.00 for fees and \$1,584.28 for expenses. (the "July, 2003 Monthly Request"); and (iv) for the period of August 1, 2003 through August 31, 2003, a monthly request for payment, on October 9, 2003, for compensation and reimbursement of expenses for its services in the amount of \$75,294.00 for fees and \$2,461.66 for expenses. (the "August, 2003 Monthly Request").

45. Pursuant to the Administrative Fee Order, Thorp Reed received 80% of the fees requested and 100% of the expenses requested with respect to the May, 2003 Monthly Request, the June, 2003 Monthly Request, the July, 2003 Monthly Request and the August, 2003 Monthly Request.

46. Thorp Reed hereby seeks a final order allowing Thorp Reed:

a. Compensation of \$276,101.50 in connection with services rendered between May 1, 2003 and August 31, 2003. Thorp Reed has identified each of its professionals and paraprofessionals who provided services to the Debtors during this Period and their respective hourly rates on the professional summary attached hereto as Exhibit S. A summary by month of the total hours incurred and fees charged for each billing category, along with the related time detail, is attached hereto as Exhibit T; and

b. Reimbursed for actual and necessary expenses of \$15,293.86 incurred in connection with Thorp Reed's services between May 1, 2003 and August 31, 2002. A summary and itemization of these expenses is attached hereto as Exhibit U.

c. to recover and directing the Copperweld Debtors to pay Thorp Reed \$55,220.30, which represents the 20% of the Sept-Dec.2002 Fees that were not paid by the Copperweld Debtors.

47. Except as described in paragraph 45 above, Thorp Reed did not receive any payments or promises of payments during this period from any source for services rendered or to be rendered to the Copperweld Debtors in connection with these chapter 11 cases.

48. Thorp Reed's professionals and paraprofessionals billed their time during the time pertaining to the May-August, 2003 Fees to distinct project billing categories which are identified in the Billing Summaries set forth as part of Exhibit T. These services were rendered for the Copperweld Debtors and are divided by each business: i.e., Corporate Headquarters, Copperweld Canada, Inc., Copperweld Bimetallic Products Company (Fayetteville Division), Metallon Division, Miami Division (Piqua); Shelby Division, Birmingham Division, Stainless Division, Chicago Division, and LTV Mechanical – Piqua. Below is a summary of the primary activities performed by Thorp Reed during this period in each of those billing categories. Although this summary is intended to generally describe these matters, a complete description of all such activities is found in the contemporaneous, daily time records included in the attached Exhibit T.

Corporate Headquarters:

General: 212.95 Hrs.

During the subject time period, Thorp Reed engaged in general counseling of Copperweld in its daily business affairs, including conferences related to customer requests from Marmon/Keystone; conferences with senior management regarding structuring of affiliate companies; work on history and organization of Copperweld and affiliates, included Welded Tube, for reorganization issues; review of By-Laws of Copperweld regarding appointment of officers for Copperweld and its affiliate companies; meeting with senior management regarding restructuring issues; preparation of resolutions for appointments of J. Loveland and J. Smith to Boards of Copperweld Corporation, LTV International, Welded Tube Holdings; review corporate data sheets for status of business entities; meeting with senior management with respect to emergence issues; memorandum regarding summary of matters requested by D&O insurance carrier; memo to LTV regarding LTV International By-laws and appointment of directors; preparation of resolutions for LTV Copperweld Bimetallics UK Holdings, Bimetallics UK Limited and Copperweld Canada, Inc.; determination of dissolution of Copperweld Equipment Company; conferences with D. Hahn regarding election of Mr. McGlone as director of Copperweld Canada, Inc.; review "trailer" message for e-mail communications for Automotive Group and installing same as corporate response regarding policy for electronic communications; preparation of unanimous written consents for resolutions for election of officers of Copperweld Corporation and ten affiliated corporations; update of corporate data sheets; conferences regarding registered agents for Copperweld affiliates; conferences regarding shutdown of businesses which will not be continued; conferences with client regarding files related to shutdown of Portland and Marion facilities; review of background of incorporation of British subsidiaries; consideration of merger of two Bimetallic companies in Great Britain; conferences in preparation of information needed for disclosure statement; conferences with Mr. Smith regarding tax and other issues related to incorporation of holding company in Pennsylvania as compared to Delaware; memo regarding timing of sale of equipment by Copperweld Equipment Company; investigation into history of name change of Sayton Fine Wire; comparative analysis of Delaware versus Pennsylvania incorporation issues; review of request for change of registered office of LTV Copperweld Bimetallic Holdings; review of draft

plan; review of Copperweld-related companies' articles of incorporation and by-laws; reading of draft confidentiality agreement prepared by interested party; conferences regarding Bimetallics tax issues; review of schedule of executory contracts; consideration of Board issues to be addressed in disclosure statement; conferences with senior management regarding corporate information needed for plan of reorganization; conferences regarding mechanics' liens; review of background of corporate documents in Great Britain; preparation of memo regarding treatment of liens in bankruptcy; conferences with management regarding incorporation records related to LTV International, Inc.; preparation of consulting agreement for Stephen Schneider; telephone conferences regarding request for confidentiality agreement related to Piqua possible sale; review memos regarding Federal regulations related to unsolicited faxes under FCC; conferences with management of Copperweld Bimetallics UK and Womble Carlyle regarding solicitors for recommendation for appropriate corporate structure; review of request for review of consulting agreements for Messrs. Loveland and Smith; review trust termination agreement for senior executive; conferences related to review of consulting agreements for J. Loveland and J. Smith; conferences related to signed copies of unanimous written consent forms and resolutions; review of Superior Essex issue related to no assertion of claim as unsecured creditor; conferences related to corporate resolutions regarding amendments to benefit documents and conference call with D. Hylton regarding consulting agreements.

Environmental – General Matters: 81.70 Hrs.

During the subject time period, Thorp Reed advised Copperweld with respect to new policy regarding environmental management; preparation of summaries of pending environmental matters and meetings with client and D. Szwed of CEC regarding draft environmental health and safety program; meeting with environmental managers of all Divisions of Copperweld related to environmental health and safety program; review Environ environmental review report; meeting with environmental coordinators regarding EPA audit policy and draft environmental health and safety program and Environ report; research regarding toxic release inventory reporting requirements for lead and lead compounds and communication with environmental managers regarding same; review of status letters to Divisions reporting on pending environmental issues; review and correspondence regarding steps to address issues identified in Environ audit; meeting regarding coordination of environmental matters and response from environmental coordinators

on tasks to comply with Environ audit and comments on environmental health and safety program; review of status of all Superfund sites; conferences related to comments on environmental health and safety program; consideration of Copperweld PRP agreements related to bankruptcy proceedings; comparison of draft environmental health and safety program with requirements of GE Capital Credit Agreement and consideration of training of environmental managers; letter to Attorney S. Levine related to Copperweld's involvement in Superfund sites and PRP participating agreements.

Pension Matters – Salaried Pension Plan: 107.35 Hrs.

During the subject time period, Thorp Reed advised the Company with respect to distress termination of plans; research regarding terminated vested statements and pending plan termination and recoupment of overpayment of lump sums; research regarding pension termination, distress and involuntary and pension plan recoupment issues; meeting with senior management regarding union pension plan termination; research regarding distress termination and collective bargaining agreements and related tax issues; telephone conferences with client regarding COBRA issue and split dollar loan issue; discussions regarding use of EIN for pension payments; draft letter to IRS on EIN issue; conferences regarding tax and disability issues and COBRA issues for retirees, disability continuation, personal bankruptcy issues and healthcare premiums; research regarding PBGC recoupment for trustee plans; communications with IRS regarding EIN issues; letters to MetLife and reliance; conferences regarding outside directors participation in plan; conferences regarding part-time employee issue and conference with IRS and letter regarding resolution of EIN issue.

Employee Benefits Advice: 55.20 Hrs.

During the subject time period, Thorp Reed advised Copperweld with respect to VEBA issues, responses to the Internal Revenue Service; research and memos regarding annual annuity recoupments; review of Blue Cross/Blue Shield Alabama application; consideration of benefit issues, including disability questions on shutdown; research of Family Medical Leave Act and employee termination and severance issues; review of plan documentation; consideration of disability plans and effect of termination or layoff; conferences related to shutdown and sale of assets and related review regarding Wagonblatt COBRA issues and recoupment issues; review of PBGC regulations on recoupment; preparation and revision of letter to insurers under group

disability policies regarding termination; discussions of benefit issues related to Chicago employee and conferences related to confidentiality agreement.

Labor – General – Corporate Headquarters: 19.90 Hrs.

During the subject time period, Thorp Reed advised Copperweld with respect to the termination of a long-service employee at corporate headquarters; reviewed Older Worker Benefits Protection Act; engaged in meetings with client with respect to headquarters terminations and reduction in workforce; conferences related to organizational restructuring; preparation of summaries of pending employment litigation and administrative proceedings for D&O insurance applications; work on information regarding demographics of terminated employees related to age issues; preparation of termination letter and release; meeting with senior management with respect to negotiation of elimination of pension plans and review of said plans and pension issues; conferences related to termination of employee who has submitted disability claim; providing of advice related to separation of senior manager and review of termination letter and separation agreement related to termination; conferences related to WARN notices regarding plant shutdown; conference regarding potential breach of contract or estoppel claims by employees who retired under defined benefit plan; meetings regarding company's right to terminate salary discontinuance, short-term disability and long-term disability benefits; review of Alabama law with respect to termination issues; review of corporate severance pay policy; review of proposal regarding elimination of incentive compensation systems.

General Intellectual Property Correspondence: 2.50 Hrs.

During the subject time period, Thorp Reed reviewed the status of IP projects, searched patent office records for coaxial cable; reviewed correspondence from watch service provider related to domain names.

Bankruptcy Billing: 13.70 Hrs.

During the subject time period, Thorp Reed prepared bills and related correspondence to management and sending to interested Notice Parties.

Wolverine Metal Stamping, Inc.: 9.70 Hrs.

During the subject time period, Thorp Reed engaged in discussions with customer regarding unpaid account and its claim that goods shipped to it were defective; negotiations with customer and providing it with technical information regarding compliance with specifications.

Directors and Officer Insurance: 2.50 Hrs.

During the subject time period, Thorp Reed assisted the client in its application for directors and officers insurance and worked on disclosures and consideration of deductible.

International Engineers and Fabricators Bankruptcy: 5.60 Hrs.

During the subject time period, Thorp Reed advised Copperweld with respect to its rights as a creditor of International Engineers and Fabricators in its filing of bankruptcy; review of documents and conferences related to 341 meeting; review of various notices from bankruptcy court with respect to progress of bankruptcy in post-petition financing.

Copperweld Marketing & Sales Company – Lease Negotiation with Demco, Inc.: 23.60 Hrs.

During the subject time period, Thorp Reed reviewed and negotiated a lease with Demco for office space in Michigan for sales force, including attention to environmental provisions, providing of information regarding pendency of Copperweld bankruptcy and finalization of lease.

IDOD Systems: 6.50 Hrs.

During the subject time period, Thorp Reed advised with respect to confidential disclosure agreement concerning patent and trade secret issues.

Objections to Proofs of Claim: 34.30 Hrs.

During the subject time period, Thorp Reed worked on analysis of Lumbermens claim and developed history and drafted objections; reviewed Titan and Rodney subleases for purposes of objections; reviewed TAC lease with respect to objection to proof of claim of the City of New York; reviewed Travelers proof of claim and objections.

J. Allen Steel Company: 7.80 Hrs.

During the subject time period, Thorp Reed advised Copperweld with respect to the pending bankruptcy of its customer and consideration to preference claims.

Copperweld Bimetallic Products Company (Fayetteville):

General: 3.00 Hrs.

During the subject time period, Thorp Reed advised this Copperweld Division with respect to one IP project, termination and separation agreements offered to employees related to reduction of workforce and issues related to termination of pension plan and possible union activity.

Trilogy Communications, Inc.: 16.50 Hrs.

During the subject time period, Thorp Reed advised this Division with respect to the negotiation of a patent license/conditional assignment agreement with Trilogy Communications, Inc.

Fayetteville - Environmental: 1.10 Hrs.

During the subject time period, Thorp Reed advised the Corporation with respect to storm water outfall and groundwater testing at facility and scheduling of environmental audits.

Maintenance of Intellectual Property: 20.90 Hrs.

During the subject time period, Thorp Reed advised CBPC with respect to maintenance of its trademarks in Venezuela, Croatia, Romania, Brazil, Indonesia, Bosnia-Herzegovina, Spain, Yugoslavia and Columbia and monitored its patent filings with respect to CCA strip and certain clad processes.

Birmingham Division:

Environmental: 8.50 Hrs.

During the subject time period, Thorp Reed reviewed lease agreement for environmental responsibilities related to plant closure issues and advised management regarding same.

General: 9.80 Hrs.

During the subject time period, Thorp Reed advised this Division with respect to shutdown issues and review of potential Alabama State claims to be released; review of Federal law regarding effect of ADEA waiver on pending EEOC charges; consideration of separation agreements to be offered to employees; consideration of Older Workers Benefit Protection Act application to terminations; consideration of effect of release on terminated employees' workmen's compensation claim and work on separation agreements for Birmingham employees.

Rodney May: .10 Hr.

During the subject time period, Thorp Reed reviewed EEOC decision dismissing discrimination charge.

Michael A. Scales: 7.80 Hrs.

During the subject time period, Thorp Reed worked with providing information to EEOC, including demographic information; review of EEOC notice of dismissal of charge; review of confidential separation and release agreement and offer to employee Scales; conferences with his attorney regarding same; calculation of severance benefits; conferences regarding employee's failure to execute separation agreement and communications related to termination of benefits.

Danny F. Alverson: 2.70 Hrs.

During the subject time period, Thorp Reed consulted with the client and revised position statement with respect to EEOC charges and responded to EEOC's request for information; review of EEOC notice of dismissal of charges.

Kathy Fuller Litigation: .50 Hr.

During the subject time period, Thorp Reed reviewed correspondence regarding case status.

Chicago Division:

General: 15.30 Hrs.

During the subject time period, Thorp Reed reviewed separation and termination letters offered to employees; provided status report of employment-related litigation in Chicago; conferences regarding court filings against employee; conferences related to preferences regarding Allied Fabricators and its bankruptcy; conferences related to non-compete agreement for sale of pipe mill; conferences related to sale of McKay Mill; conference with U. S. Department of Labor regarding Trade Adjustment Assistant Act claim; consideration of return to work of office employee suffering from cancer and review of ADA and EEOC regulations regarding accommodation.

Tammy Aspera: 27.20 Hrs.

During the subject time period, Thorp Reed reviewed document production, responded to first set of interrogatories and discovery requests, participated in status conference with Illinois

Human Rights Commission and review of Orders; communications with plaintiff's counsel regarding discovery issues; review of plaintiff's discovery responses; preparation of motion to compel; representation in telephonic pre-hearing conference; participation in discovery conference before Administrative Law Judge of Illinois Human Rights Commission and consideration of plaintiff's failure to comply with production of documents.

Nancy F. Kraus – Charge No. 240A12092: 44.30 Hrs.

During the subject time period, Thorp Reed conferred with the Illinois Department of Human Rights in providing information and responded to formal request; review of decision to remand case for further investigation; review of notice of IDHR regarding dismissal of discrimination claim and right to file complaint; review of complaint filed with Illinois Human Rights Commission; preparation of answers and affirmative defenses to complaint; draft of motion to dismiss certain counts of complaint; preparation of Copperweld's first set of interrogatories and requests for production; prepare brief in support of motion to dismiss.

Donna Stralko-Jones: 7.00 Hrs.

During the subject time period, Thorp Reed reviewed request for 401(k) plan distribution pursuant to qualified domestic relations order; research of segregated amounts rule; draft of chronology of requests and payout; review of QDRO distribution form.

Ryder Integrated Logistics, Inc.: 8.30 Hrs.

During the subject time period, Thorp Reed reviewed proposed agreement with Ryder Integrated Logistics for transportation of goods and recommendations for revisions regarding same.

EMJ/ETI: 13.50 Hrs.

During the subject time period, Thorp Reed reviewed correspondence with customer with respect to products liability complaint related to boom components; reviewed products liability issues related to manufacturing and testing of same; conferences with management regarding appropriate response to customer.

David Flowers – Charge No. 210-2003-34775: 7.70 Hrs.

During the subject time period, Thorp Reed reviewed new EEOC charge by employee related to race discrimination and retaliation; reviewed file materials and prepared position statement to EEOC and witness lists; reviewed contract regarding work rules.

Metallon Division:

Metallon Shutdown Matters: 5.70 Hrs.

During the subject time period, Thorp Reed worked on description of Metallon site closure issues and negotiations with Rhode Island DEM; worked on remedial activities at facility to comply with lease and Rhode Island DEM; conferences related to necessity for land use restriction.

Miami Division:

Environmental: 72.10 Hrs.

During the subject time period, Thorp Reed worked on air permitting issues for annealing furnace; contacts with AK Steel/Armco with respect to groundwater remediation by AK Steel and plant shutdown; summarization of environmental history at Piqua for shutdown issues; consideration of AK Steel's proposal for new remediation methodology; review of license agreement for issues related to shutdown of facility; conferences with management regarding proposal for pilot study for remediation; conferences related to shutdown of facilities on ongoing environmental projects; consideration and conferences related to issues for cessation of regulated operation under Ohio Cessation of Regulated Operations Program; review of Armco license agreement and asset sale agreement and consideration of plant closing issues; work on preparation of notice to Ohio EPA regarding cessation of operations.

Labor: 12.00 Hrs.

During the subject time period, Thorp Reed advised the client with respect to WARN notices to employees regarding shutdown; prepared confidential employee separation agreements and releases for employees and accompanying demographic information; reviewed and revised termination letters and separation agreements for inside sales employee; conferences regarding confidentiality agreement regarding possible sale of facility.

McClure Group, Inc.: 11.60 Hrs.

During the subject time period, Thorp Reed prepared sales representative agreement for McClure Group and engaged in negotiations and revisions to same.

Piqua:

Arbitration Grievance 01-02: .60 Hr.

During the subject time period, Thorp Reed conferred with client regarding arbitration hearing and subsequent withdrawal of grievance.

Portland:

Portland General: .30 Hr.

During the subject time period, Thorp Reed reviewed correspondence regarding termination documents for employees.

Shelby Division:

General: 14.70 Hrs.

During the subject time period, Thorp Reed conferred with human resources staff regarding ADA and HIPAA issues related to medical information; considered access of employee to personnel file; conferences regarding employee raising of safety complaints and refusal to work; considered NLRB law regarding right to discipline and analysis of potential claims for discipline against employee who has raised safety hazards; consideration of correspondence regarding possible racial harassment claim; preparation of confidentiality agreement with customer Vari-Wall; conferences regarding report to police regarding actions of an employee.

Timothy Reese: .10 Hr.

During the subject time period, Thorp Reed wrote a letter regarding OSHA settlement.

Charles J. Schiffer, Jr.: .70 Hr.

During the subject time period, Thorp Reed reviewed a decision of the Ohio Civil Rights Commission dismissing disability discrimination charge.

Carley and Associates, LLC: 1.70 Hrs.

During the subject time period, Thorp Reed conferred regarding review of prior sales representative agreement.

Environmental: 2.60 Hrs.

During the subject time period, Thorp Reed conferred with management on the status of Environ audits and testing of groundwater monitoring wells and reviewed Shelby files regarding same.

Jonah C. Rand: 58.00 Hrs.

During the subject time period, Thorp Reed conferred with client relating to Richland County suit regarding disability discrimination involving speech impediments; legal research regarding claims; review of background information regarding employees who interviewed for positions; consideration of speech impediment disability discrimination cases; preparation of answer; review of interviewing and hiring procedures with respect to employment application; interview of witnesses and memoranda regarding same; preparation of Copperweld's first set of interrogatories and requests for production of documents; legal research regarding Americans With Disabilities Act and accommodation duty.

Response to Grand Jury Subpoena: 3.10 Hrs.

During the subject time period, Thorp Reed advised the Corporation with respect to a Grand Jury subpoena related to two trucking companies and providing of shipment information related thereto.

Stainless Division (Elizabethtown):

Marilyn Satterfield: 15.50 Hrs.

During the subject time period, Thorp Reed considered a demand for indemnification by Marmon/Keystone regarding a products liability action in Texas; conferences regarding notice to insurance carrier; reading of correspondence from plaintiff's counsel to establish sale information and product identification; conferences with Marsh USA regarding request of Copperweld for defense; correspondence with Jones Day regarding notice to Marmon/Keystone regarding pending bankruptcy; reading of sales documentation regarding products in issue.

General: 25.80 Hrs.

During the subject time period, Thorp Reed conferred with client regarding agency agreement; work on sales representative agreements for McClure, Carley, Shenk, Quantum and Ryan and Winter Technologies; numerous conferences regarding specific sales territories, products and pricing related thereto.

49. Section 330 of the Bankruptcy Code authorizes "reimbursement for actual, necessary expenses" incurred by professionals employed in a chapter 11 case. Accordingly, Thorp Reed seeks reimbursement for actual and necessary expenses (the "Expenses") incurred in rendering services to the Debtors during the Compensation Period in the total amount of \$15,293.86, as detailed in the attached Exhibit U. Thorp Reed submits that the Expenses were reasonable and necessary in light of the services provided.

Final Approval of Compensation of September., 2003 Fees

50. Pursuant to the Administrative Fee Order, for the period September 1, 2003 through September 30, 2003, Thorp Reed sent to the Debtors and the appropriate notice parties for the period of September 1, 2003 through September 30, 2003, a monthly request for payment, on November 5, 2003, for compensation and reimbursement of expenses for its services in the amount of \$67,727.00 for fees and \$4,415.15 for expenses (the "September, 2003 Monthly Request"). Pursuant to the Administrative Fee Order, Thorp Reed received 80% of the fees requested and 100% of the expenses requested with respect to the September, 2003 Monthly Request.

51. Thorp Reed hereby seeks a final order allowing Thorp Reed:

a. Compensation of \$67,727.00 in connection with services rendered between September 1, 2003 and September 30, 2003. Thorp Reed has identified each of its professionals and paraprofessionals who provided services to the Debtors during this period and their respective hourly rates on the professional summary attached hereto as Exhibit V. A summary by month of the total hours incurred and fees charged for each billing category, along with the related time detail, is attached hereto as Exhibit W; and

b. to be reimbursed for actual and necessary expenses of \$4,415.15 incurred in connection with Thorp Reed's services between September 1, 2003 and September 30, 2003. A summary and itemization of these expenses is attached hereto as Exhibit X and incorporated herein by reference.

c. to recover and directing the Copperweld Debtors to pay Thorp Reed \$13,545.40, which represents the 20% of the September, 2003 Fees that were not paid by the Copperweld Debtors.

52. Except as described in paragraph 50 above, Thorp Reed did not receive any payments or promises of payments during this period from any source for services rendered or to be rendered to the Copperweld Debtors in connection with these chapter 11 cases.

53. Thorp Reed professionals and paraprofessionals billed their time during the time pertaining to the September, 2003 Fees to distinct project billing categories which are identified in the Billing Summaries set forth as part of Exhibit W. These services were rendered for the Copperweld Debtors and are divided by each business: i.e., Corporate Headquarters, Copperweld Canada, Inc., Copperweld Bimetallic Products Company (Fayetteville Division), Metallon Division, Miami Division (Piqua); Shelby Division, Birmingham Division, Stainless Division, Chicago Division, and LTV Mechanical – Piqua. Below is a summary of the primary activities performed by Thorp Reed during this period in each of those billing categories. Although this summary is intended to generally describe these matters, a complete description of all such activities is found in the contemporaneous, daily time records included in the attached Exhibit W.

Corporate Headquarters:

General: 74.90 Hrs.

During the subject time period, Thorp Reed reviewed corporate documents and discussed same with senior management; considered authority of directors to execute contracts; review of by-laws and identity of directors from Copperweld-related companies; preparation of draft resolutions; discussions regarding reorganization and licensing issues; conferences with management regarding assets sale's impact upon license agreements for software and patents; work on review of intellectual property licenses and their assignability; work on matters related to rejection of PRP agreements and review of possible executory contracts; review of requests

from Womble Carlyle regarding identification of Canadian counsel; meeting with M. Dwyer regarding safety program; review payment requests from Narragansett Park for payment of administrative expense related to Pawtucket lease; conference with management regarding confidential disclosure agreement from Fleet Capital Corp.; meeting with senior management regarding business planning; conference with Womble Carlyle regarding ERISA transaction; work on objection to proof of claim review for Mr. Janesko; review summary of lien searches; review background of sale of assets to Copperweld Acquisition Corporation; telephone conference with E. Poggi regarding notice of class action related to prescription drug; review of necessary changes to terms and conditions and commercial forms upon reorganization; review HSR filing and plan or reorganization; review of memo regarding corporate policy for business use of automobiles; conferences relating to consulting agreement for D. Mikus and preparation of same; preparation of by-laws for new Copperweld entity; meetings regarding pension questions; conferences related to IP due diligence; review of proposed agreement with Ceridian; conferences regarding identification of contracting party for new sales forms and general attention to some reorganization issues.

Environmental General: 174.50 Hrs.

During the subject time period, Thorp Reed advised the Corporation with respect to the distribution of the environmental management system program; review of documentation on status of MIDCO sites and on settlement of claims involving Four County landfill; work on Michigan lead issue; conferences with Jones Day regarding permit transfer issues associated with reorganization of Copperweld companies; identification of environmental permits; review of transferability issues; review of air emission certificates for facilities; discussions regarding rejection of PRP agreements in bankruptcy proceeding; review of safety program; conferences with LTV regarding status of claims; correspondence with Ms. Mantle of GE Capital regarding environmental management program and health and safety program; review of information from Ohio EPA claim in bankruptcy regarding NPDES violations at Shelby; discussions with corporate safety manager on status on Copperweld environmental management system and scheduling of compliance audits; conference call with CEC and Company management to schedule environmental compliance audits; preparation for meeting with environmental managers; conferences with Jones Day regarding settlement of Ohio EPA claim at Shelby;

preparation for audits of facilities; review of stipulation and order to resolve Ohio EPA bankruptcy claim and internal conferences regarding same; review of 1997 Gartner Lee environmental audit reports and 2002 Environ audit reports; meetings with Civil & Environmental Consultants regarding presentation on environmental management system; work on review of outstanding corporate-wide environmental issues; participation in audits of Holtby Avenue and Van Kirk facilities with CEC; audits of Titan Road facility and Invader facility and related discussions; meeting in Toronto regarding status of environmental management system to all Copperweld health and safety managers; conference calls with GE Capital regarding status of asbestos claims; preparation of charts regarding status of Environ audit findings and compliance; discussion, review and revisions to environmental disclosure schedules; review files and preparation of chart regarding status of environmental findings; discussions regarding requirements in credit agreement for environmental management system and review of comments regarding compliance schedule; discussions regarding anticipated meeting with senior management to review status of environmental management system and further work on compliance chart; discussions regarding status of closing and financing of new Copperweld and related review of environmental permits for transfer to new corporation; drafting of model letter regarding Copperweld emergence and permit transfer request; discussions regarding revisions of Copperweld corporate structure; review of second amended joint plan of reorganization and revisions to model permit transfer letter.

Employee Benefits Advice: 208.80 Hrs.

During the subject time period, Thorp Reed conferred with the Company regarding recoupments for payments of retiree medical; advised regarding tax implications of pension recoupment; review of information provided regarding split dollar insurance questions; review of split dollar files and agreements and related research; conferences regarding pension plan termination and discussion of litigation issues; meeting with management regarding fiduciary duty issues; research pending legislation regarding funding and potential fiduciary issues related to plan termination; discussion with management regarding COBRA buyout and bankruptcy-related issues; conferences related to bankruptcy implications impacting employee benefit issues; consideration of COBRA and fiduciary issues related to pension plan; research and conferences regarding COBRA liability for LTV retirees; review split dollar materials provided by consultant

and pension distress termination order from Bankruptcy Court; research and memo regarding fiduciary liability related to plan termination; research regarding non-employee directors on PPO; discussions regarding healthcare coverage to directors; research regarding split dollar agreements, cash value, current status, terms and conditions and conference call regarding options; letter to management regarding fiduciary liability issues and plan funding; letter regarding COBRA buyout; review of COBRA opinion related to former LTV Tubular employees; review and discussion of pending healthcare coverage issues; meeting with Gateway Financial and management regarding split dollar policies; research of Sarbanes-Oxley issues; discussion with management regarding health coverage for director and temporary employee; research regarding investment of plan assets during distress termination process; attention to issues related to purchase agreement and its benefit issues; revised split dollar memo and consideration of former executive officers; conference with management regarding COBRA, age 19 dependent and disability; conferences regarding SEC rules on prohibition of loans to executive officers; discussions regarding COBRA after reorganization; correspondence with Gateway Financial regarding split dollar coverage and discussions regarding tax issues related to retiree health coverage and cash payment option; conferences with senior management regarding benefit issues related to emergence from bankruptcy, including review of stock option plan and involuntary termination of pension plans and assumption of plan by purchaser; meeting regarding amendment and modification to qualified plans and review of related documents; continued discussions regarding split dollar issues; review of assignment and assumption agreement regarding benefit plans and PGBC assumed plans; preparation for and split dollar meeting at offices of Gateway Financial; conference call regarding assets purchased by New Copperweld in closing and conference related to review of audit facility for New Copperweld; review of documents regarding reorganization, including agreement with PGBC and structure.

Labor – General – Corporate Headquarters: 10.00 Hrs.

During the subject time period, Thorp Reed advised Copperweld regarding termination of sales employee in North Carolina; review of North Carolina law related to termination; conferences related to group termination and timing thereof; conferences regarding enforceability of employment non-competition agreements by successor employer; work on assignability of employment restrictions following sale of assets; review of e-mail from Company regarding

implementation agreement regarding elimination of incentive cooperation systems; conferences regarding asbestos claim by former Shelby Division employee and investigation of same; preparation of summaries of current labor and employment litigation for purposes of emergence from bankruptcy.

Bankruptcy Billing: 16.90 Hrs.

During the subject time period, Thorp Reed worked on fee application and prepared monthly statements sent to Notice Parties and client; review of interim compensation order and orders to date; drafting of fee petition.

General Intellectual Property Correspondence: 5.80 Hrs.

During the subject time period, Thorp Reed prepared patent/trademark reports for management and reviewed specimens with respect to Kleenkote registration and additionally verified the status of various trademarks and patents for Jones Day.

Wolverine Metal Stamping Company, Inc. – 4.80 Hrs.

During the subject time period, Thorp Reed negotiated with Wolverine regarding possible settlement of the matter and discussed the disposition of tubing materials which cannot be used.

General Collections/Credit Matters: 50.70 Hrs.

During the subject time period, Thorp Reed engaged in telephone conferences regarding bankruptcy filing of Copperweld customer Federalpha; review of files related to pending account and finances of Federalpha; conferences with Chicago sales staff regarding strategy for collection and improvement of position; search for financial information with respect to Federalpha, including FCC search in Illinois; correspondence with corporate credit manager regarding Indiana UCC searches and liquidation; review of bankruptcy docket; conferences related to participation on creditors' committee; conference with U. S. Trustee's Office regarding creditors' committee; conferences with R. Shira regarding participation on creditors' committee; review application for participation on committee; attendance at creditors' committee organizational meeting in Chicago; review of materials regarding committee organization information and conferences with management regarding financial advisors to committee; review committee minutes; meetings regarding "disinterestedness" of counsel for committee and

potential conflict; review claim objection in Cummin matter; review settlement position in meeting with P. W. Carothers regarding claim objection.

International Engineers & Fabricators – Bankruptcy: 10.10 Hrs.

During the subject time period, Thorp Reed reviewed bankruptcy papers and related correspondence and docket; review of court notices and orders regarding administrative expenses; review of Copperweld's proof of claim; review of motion to sell property; review order regarding trustee election; consideration of collection suit outside bankruptcy against owners for fraud; consideration of contingent fee plaintiff's case related to fraud issue.

Copperweld Marketing & Sales Company – Lease Negotiation with Demco: 4.40 Hrs.

During the subject time period, Thorp Reed reviewed revisions to draft lease in negotiation; conferences with R. Janesko regarding payment of rent and proposed correction for rent offset.

Lumbermens Mutual Casualty Company (Kemper): 12.10- Hrs.

During the subject time period, Thorp Reed worked on proof of claim issues related to Lumbermen's and reviewed status of related lawsuit against Federal Insurance Company; review of comments from Jones Day; conferences with P. Schmeck regarding claim objection and status of related Federal Insurance Company litigation.

J. Allen Steel Company: 2.5 Hrs.

During the subject time period, Thorp Reed discussed preference claim defense and settlement standards with respect to ordinary course of business; research related thereto.

Factual Analysis for Transfer of Assets: 310.95 Hrs.

During the subject time period, Thorp Reed reviewed the ownership of intellectual property of various Copperweld entities; reviewed assignability of contracts; conferred with Divisions with respect to impact of 363 process on license agreement; meetings and conferences relating to review of licenses and IP issues for transferability; contacts with Divisions regarding assets of affiliates that are subject to assignment; identification of contracts to be assigned; conferences related to assignability of Kleenkote agreement and Kabelmetal agreement and Trilogy agreement in the process of negotiation; review of voluminous IP files for Welded Tube transferred from Chicago for determination of ownership of patents and trademarks; conferences with Jones Day regarding information needed for disclosure of intellectual property owned by

third parties; begin outline of issues and plans to be assumed by Newco; conferences with Jones Day regarding indemnification of officers and directors of Copperweld-related companies; review corporate data sheets and resolutions; review real estate search requests; conferences regarding dissolution issues; draft of exhibit of plans to be assumed and comments on asset purchase agreement; list of executory of contracts to be assumed; conferences with Womble Carlyle regarding 2004 enrollment materials and revised schedules and review revised plan or reorganization; review of patent and trademark registrations and consideration of refilling for Kleenkote; conferences with management regarding asset purchase agreement issues and related plan and benefit issues; review of new proposed by-laws; conference regarding schedules; conference with actuary regarding funding, status of plans and distress termination; conferences with Jones Day regarding Miami Acquisition license agreement with Armco/AK Steel; conferences regarding stock purchase agreement between Imetal and LTV; research and conferences related to stock plan and agreement and e-mails regarding APA and PBGC settlement; review of asset purchase agreement; providing of current by-laws used by Copperweld companies to Jones Day; review of IP list; conferences regarding history of Canadian acquisition; review documentation prepared by Mercer; conferences with senior management regarding inquiries from GE Capital regarding environmental and safety programs and responding to same; review of closing checklist regarding corporate restructuring and discussion of related employee benefit issues; conference call with Gateway Financial regarding split dollar issues; telephone calls regarding information on workmen's compensation claims; revise Shelby amendment and research Tubular savings plan match; conferences regarding confirmation of lack of asbestos claims; providing of information needed by Jones Day for closing and review of IP files related to request; draft of assignment and assumption agreement; review bankruptcy documents regarding allocation of claims; conferences with Womble Carlyle regarding credit agreement and schedules for IP; review assignment and assumption agreement and board resolution and related conferences with Womble Carlyle regarding interim plan administration issue; numerous conferences with management and Jones Day regarding interim administration options; review of PBGC regulations; review of plan amendments and resolutions prepared by Mercer; conferences regarding environmental disclosures; consideration of benefit transition issues and administrative plans terminated by PBGC; conferences regarding post-

petition litigation and registered trademarks and patents; work on environmental disclosure statement; review of officer lists from Copperweld subsidiaries; review memo regarding committee members for assumed benefit plans; providing of information related to disclosure schedules to Womble Carlyle; review revisions to APA related to modification of post-emergence structuring; participation in conference call related to matters of completion for closing; work on IP assignment issues; telephone conferences and e-mails regarding Canadian pension issue under credit agreements; conference regarding agreement with PBGC and stipulation and order; draft letter to PBGC regarding authority of new Copperweld to act.

Asset Sale, Lien Search and Contingent Liabilities: 22.70 Hrs.

During the subject time period, Thorp Reed conducted lien searches for Copperweld-related companies, including mechanic's liens; retention of search firm to conduct lien searches in several states; providing of information to search firm; preparation of liens search chart and organization of files received; telephone conferences with management regarding lien searches for Copperweld and related businesses in United States; conference with Canadian counsel regarding lien searches for Canada; discussions regarding property descriptions for Canadian facilities; letter to R. Janesko regarding lien searches.

Objections to Proofs of Claim: 10.90 Hrs.

During the subject time period, Thorp Reed communicated with H. Lennox of Jones Day regarding Lumbermens claim, finalization of objection to proof of claim and submission for review; filing and service of objection; telephone conference with Texas counsel regarding preference action and draft of position letter regarding same; conferences with Eric Schorr of Copperweld regarding Lumbermens claim objection; meetings and consideration of International Engineers bankruptcy and need to object to claims; telephone conference with opposing counsel regarding proof of claim and adversary proceedings; review of settlement proposal and research of ordinary course issues.

Pension Matters – Salaried Pension Plan: 15.10 Hrs.

During the subject time period, Thorp Reed revised letter to Gateway regarding split dollar options; conferred with J. K. Goldberg regarding COBRA issues; research of retiree medical payment tax issues and drafting of analysis; review of MetLife demutualization issue.

Copperweld Bimetallic Products Company:

Trilogy Communications, Inc.: 24.50 Hrs.

During the subject time period, Thorp Reed reviewed issues related to Trilogy Sale Agreement; review and revise agreement of sale related to patent; revisions and negotiation with Trilogy regarding language; conferences with counsel for Trilogy regarding same; conferences with management regarding finalization of sales agreement; conferences with management regarding power of attorney for U. S. Customs.

Bimetallics – Maintenance of Intellectual Property: 12.10- Hrs.

During the subject time period, Thorp Reed maintained trademark and patent intellectual property of this Division with respect to trademarks in Spain, Indonesia, India, Rumania, Brazil, Argentina, Philippines.

DIV/Process/Making Copper-Clad Aluminum Strips: 15.40 Hrs.

During the subject time period, Thorp Reed reviewed office action received from USPTO; prepared correspondence to client; prepared and coordinated submission of IDS to USPTO; reviewed notice of publication received from USPTO; reviewed office action and references cited; strategic considerations regarding same; prepare response and amendment; continued response and preparation of amendment for filing with USPTO.

USP: CCA Strip: 11.70 Hrs.

During the subject time period, Thorp Reed reviewed notice of publication from USPTO and discussed office action and proposed response; preparation of response to office action; submission of IDS to USPTO.

UST: Kleenkote 7.10 Hrs.

During the subject time period, Thorp Reed consulted with management regarding registration of Kleenkote mark and expiration of same; preparation of renewal application and securing of specimens required for filing.

Fayetteville – General: 1.30 Hr.

During the subject time period, Thorp Reed conferred with management regarding security interest issue; telephone conference regarding termination of Fayetteville Division employee.

Sherburne Metal Products, Inc.: 3.90 Hrs.

During the subject time period, Thorp Reed made revisions to UCC filings and performed legal research with respect to filing UCC filings to protect interests as bailor/bailee at Sherburne New York facility of customer; letters to Department of State transmitting said filings.

Birmingham Division:

Environmental: 2.30 Hrs.

During the subject time period, Thorp Reed reviewed ADEM request for additional information and drafted response regarding information from Williams Engineering and related discussions regarding status.

General: 2.80 Hrs.

During the subject time period, Thorp Reed reviewed correspondence regarding workers' compensation insurance as related to compensation claim of employee; review of separation agreement and release signed by employee; correspondence regarding Copperweld responses to interrogatories of employee and information responses; conference with counsel for employee regarding potential claims; review of materials provided by management regarding potential employment claim; conference regarding subpoena in family court matter involving employee; review of same and conference regarding production of documents to be produced by Copperweld.

Michael A. Scales: 23.70 Hrs.

During the subject time period, Thorp Reed reviewed complaint of employee Scales; reviewed television coverage of plant incident; secured extensions of time to respond; prepared answer and affirmative defenses with respect to harassment complaint before EEOC; corresponded with EEOC regarding its file; prepared defendant's initial disclosures, first set of interrogatories and first request for production of documents; correspondence with U. S. District Court for Northern District of Alabama regarding Copperweld's answer and motion to admit; reviewed

correspondence from Birmingham regional office of EEOC regarding request for non-disclosure agreement prior to release of Scales' file; preparation for deposition of M. Scales.

Chicago Division:

Terri Nedzvekas: 40.60 Hrs.

During the subject time period, Thorp Reed reviewed complaint and employment file; review of correspondence from Division regarding Copperweld response to complaint and case facts; research regarding employer's right to terminate employee based upon employee's failure to cooperate in medical opinion process under FMLA; correspondence with plaintiff's counsel regarding service issues and identity of appropriate defendant; review defenses; preparation of answer and affirmative defenses; prepared potential exhibits regarding sick leave, disability payments, educational assistance reimbursement, employment history and performance counseling; filed admissions papers with Court with corporate background; review of correspondence from plaintiff's counsel regarding dismissal issues; preparation of Rule 26(a) initial disclosures; preparation of first set of interrogatories and requests for production of documents; securing of local counsel; conferences with EEOC regarding production of its file and notice to EEOC of Federal complaint; review correspondence from Labor Department regarding FOIA request for information on FMLA complaint; conference with W. Spizzirri regarding services as local counsel.

Tammy Aspera: 20.60 Hrs.

During the subject time period, Thorp Reed reviewed Illinois Human Rights Commission Order regarding further discovery conference; correspondence with plaintiff's counsel regarding discovery issues; review research for possible motion for summary judgment; review administrative procedures; research regarding failure of plaintiff to identify proper defendant; participation in telephonic status conference; review Order of Illinois Human Rights Commission regarding discovery and motions procedure; prepared brief in support of motion for summary judgment and motion for sanctions for plaintiff's non-compliance with Orders; review Court Order regarding pre-trial and summary judgment procedure; research related to motion for summary judgment.

Nancy F. Kraus – Charge No. 24A12092: 39.80 Hrs.

During the subject time period, Thorp Reed reviewed complainant's objections to discovery conferences by telephone; reviewed procedural rules of Illinois Human Rights Commission; prepared memorandum in reply to objections; revised Copperweld motion to dismiss counts for sexual harassment and retaliation; worked to secure IDHR file; preparation and attendance at discovery status conference before Illinois Human Rights Commission; research regarding proper parties; review of EEOC response to Freedom of Information Act request; prepared memorandum of law in support of motion for partial dismissal; participated in telephonic discovery and status conference before IHRC; prepared for argument on motion for partial dismissal; prepared motion to compel discovery for plaintiff's failure to respond to requests.

Ryder Integrated Logistics, Inc.: 1.50 Hrs.

During the subject time period, Thorp Reed discussed with management the terms of the agreement with Ryder Integrated Logistics, Inc. and modifications thereof.

David Flowers – Charge No. 210-2003-34775: 8.30 Hrs.

During the subject time period, Thorp Reed reviewed information from client regarding documents supporting defense of race discrimination and retaliation claim; prepared position statement of Company to EEOC; conferred with EEOC investigator regarding its findings; conferences with client regarding witnesses; contacts with EEOC regarding additional information requested by EEOC; reviewed EEOC decision dismissing race discrimination and retaliation charge and correspondence with Copperweld regarding same.

EMJ/ETI: 6.30 Hrs.

During the subject time period, Thorp Reed conferred with client regarding manufacturing dates to be reviewed with outside engineering firm; review of recall requirements; conferences with client regarding calculations of engineering consultant; review of proposed letter to customer; review of request of ETI and conferences with sales management regarding response.

Miami Division:

Labor: .50 Hr.

During the subject time period, Thorp Reed conferred with management regarding obligations under WARN Act regarding terminations and conferred with human resource management regarding obligation to pay severance to employees who resign prior to termination date.

Environmental: 63.30 Hrs.

During the subject time period, Thorp Reed conferred with management on plant closure issues and issues related to cessation of regulated operations; research regarding petroleum issue on shutdown; continued work on issues related to completion of remediation by AK/Armco and implications of solvency of AK Steel; conference calls with environmental consultants related to plant closure requirements; review of license agreement and consideration of environmental liability and bankruptcy issues; consideration of legal position of Company on remediation if licensor were to declare bankruptcy; research of environmental liability and executory contracts; discussions regarding movement of equipment from facility upon cessation of operations; correspondence with counsel for AK regarding seven drums located at facility and request for removal; consider issues related to possible contract rejection of license agreement; research of debtor's obligations to comply with environmental law; conference with client regarding Safe Drinking Water Act permit and work on plans for closure of facility; conference call with management regarding closure of facility and application of cessation of regulated operations requirements; memorandum to management regarding sales agreement for equipment and consideration of environmental impact of removal of equipment; conferences regarding time period for cessation of regulated operations; conference with counsel for AK regarding status of tests at Piqua concerning remediation; continued work on remediation being performed at facility.

McClure Group, Inc.: 12.50 Hrs.

During the subject time period, Thorp Reed conferred with management regarding negotiation of representative agreement with McClure Group, Inc.; worked on revisions to territory and customers encompassed by agreement; worked on several revisions and conferences related thereto; making of final revisions and sending of final sales representative agreement to Copperweld.

Miami Division:

General: 2.80 Hrs.

During the subject time period, Thorp Reed conferred with management regarding premises liability issues and environmental issues related to a sales agreement for the sale of equipment

from the premises and engaged in conferences with an equipment dealer regarding sales practices for used equipment.

Shelby Division:

General: 16.90

During the subject time period, Thorp Reed conferred with management regarding severance of employee; work on sales representative agreements with Quantum and Carley and making revisions thereto; review of obligation to reinstate military reservist; telephone conferences with management regarding salaried layoff policy; work on new sales representative agreement for Carley; review of Uniformed Services Employment and Reemployment Rights Act with respect to employees who take military leave; conferences regarding threats from bargaining unit employee against union president related to pension.

Jonah C. Rand: 53.20 Hrs.

During the subject time period, Thorp Reed conferred with client regarding employee deposition; preparation of responses to first set of interrogatories and first set of production of documents; review of test results for applicants; work on discovery responses; consideration of settlement proposal; work in scheduling deposition of plaintiff; discussion with management of discovery responses; conferences regarding damage claim; review of collective bargaining agreement; preparation for and taking of deposition of plaintiff; conferences with counsel regarding plaintiff's settlement demand and response of Company.

Response to Grand Jury Subpoena: 4.20 Hrs.

During the subject time period, Thorp Reed conferred with the U. S. Attorney's Office and FBI and responded to Grand Jury subpoena.

Gary T. Reedy – Case No. 5-8120-04-005: 35.40 Hrs.

During the subject time period, Thorp Reed conferred with management regarding whistleblowing complaint; review of documents from Department of Labor; review whistle-blower provisions of Energy Reorganization Act; preparation of position statement on behalf of Copperweld; meetings with management regarding defense; review of personnel file leading to discharge; meeting with Company witnesses and preparation of memorandum; preparation of exhibits to be submitted to Department of Labor as part of position statement; discussions with

management regarding discrimination claim; conference with management regarding Shelby police information on contacts with employee.

Environmental: .80 Hr.

During the subject time period, Thorp Reed reviewed correspondence from environmental consultant on analysis of groundwater sampling.

Carley and Associates, LLC: 4.80 Hrs.

During the subject time period, Thorp Reed engaged in discussions with sales management regarding Carley and Associates sales representative agreement and making of revisions and declaration of exclusions with respect to same for products sold from Shelby.

Stainless Division (Elizabethtown):

General: 9.30 Hrs.

During the subject time period, Thorp Reed prepared independent sales representative agreements for Ryan Metal Sales, Carley and Associates and Quantum Sales Associates and engaged in conferences with regard to Winter Technologies.

Metallon Division:

Plant Shutdown Matters:

During the subject time period, Thorp Reed conferred with Alliance Environmental Group relating to remediation and environmental land use restrictions; discussed refusal of landlord to place restriction on property; conferences with environmental consultant regarding soil excavation and work to be performed to remove contaminated soils; conferences with management regarding payment of environmental consultant for remediation work.

54. Section 330 of the Bankruptcy Code authorizes "reimbursement for actual, necessary expenses" incurred by professionals employed in a chapter 11 case. Accordingly, Thorp Reed seeks reimbursement for actual and necessary expenses (the "Expenses") incurred in rendering services to the Debtors during the Compensation Period in the total amount of

\$4,415.15 as detailed in the attached Exhibit X. Thorp Reed submits that the Expenses were reasonable and necessary in light of the services provided.

Final Approval of Interim Compensation of Oct-Dec., 2003 Fees

55. On December 17, 2003, the Debtors received via a wire transfer from GE Capital Finance OBI in the amount of \$250,287.46. This amount was received for compensation and reimbursement of expenses incurred for services performed by Thorp Reed for the Copperweld Debtors for the period October 1, 2003 through December 17, 2003. Thorp Reed sent a notice of this payment to the appropriate notice parties on February 17, 2004,

56. Thorp Reed hereby seeks a final order allowing Thorp Reed:

a. Compensation of \$217,688.00 in connection with services rendered between October 1, 2003 through November 30, 2003. A summary by month of the total hours incurred and fees charged for each billing category, along with the related time detail, is attached hereto as Exhibit Y; and

b. Reimbursed for actual and necessary expenses of \$10,070.48 incurred in connection with Thorp Reed's services between October 1, 2003 through November 30, 2003. A summary and itemization of these expenses is attached hereto as Exhibit Z.

c. The remaining \$22,528.98 will be applied against the fees only of Thorp Reed for the period of December 1, 2003 and December 17, 2003, which total \$86,767.00 in fees and \$2,548.17 in expenses. A summary of the total hours incurred and fees charged for each billing category for December 1, 2003 and December 17, 2003, along with the related time detail, is attached hereto as Exhibit AA.

57. Except as described above, Thorp Reed did not receive any payments or promises of payments during this period from any source for services rendered or to be rendered to the Copperweld Debtors in connection with these chapter 11 cases.

58. Thorp Reed's professionals and paraprofessionals billed their time during the time pertaining to the Oct-Dec, 2003 Fees to distinct project billing categories which are identified in the Billing Summaries set forth as part of Exhibit Z. These services were rendered

for the Copperweld Debtors and are divided by each business: i.e., Corporate Headquarters, Copperweld Canada, Inc., Copperweld Bimetallic Products Company (Fayetteville Division), Metallon Division, Miami Division (Piqua); Shelby Division, Birmingham Division, Stainless Division, Chicago Division, and LTV Mechanical – Piqua. Below is a summary of the primary activities performed by Thorp Reed during this period in each of those billing categories. Although this summary is intended to generally describe these matters, a complete description of all such activities is found in the contemporaneous, daily time records included in the attached Exhibit Z.

Corporate Headquarters:

General: 74.90 Hrs.

During the subject time period, Thorp Reed reviewed corporate documents and discussed same with senior management; considered authority of directors to execute contracts; review of by-laws and identity of directors from Copperweld-related companies; preparation of draft resolutions; discussions regarding reorganization and licensing issues; conferences with management regarding assets sale's impact upon license agreements for software and patents; work on review of intellectual property licenses and their assignability; work on matters related to rejection of PRP agreements and review of possible executory contracts; review of requests from Womble Carlyle regarding identification of Canadian counsel; meeting with M. Dwyer regarding safety program; review payment requests from Narragansett Park for payment of administrative expense related to Pawtucket lease; conference with management regarding confidential disclosure agreement from Fleet Capital Corp.; meeting with senior management regarding business planning; conference with Womble Carlyle regarding ERISA transaction; work on objection to proof of claim review for Mr. Janesko; review summary of lien searches; review background of sale of assets to Copperweld Acquisition Corporation; telephone conference with E. Pocci regarding notice of class action related to prescription drug; review of necessary changes to terms and conditions and commercial forms upon reorganization; review HSR filing and plan or reorganization; review of memo regarding corporate policy for business

use of automobiles; conferences relating to consulting agreement for D. Mikus and preparation of same; preparation of by-laws for new Copperweld entity; meetings regarding pension questions; conferences related to IP due diligence; review of proposed agreement with Ceridian; conferences regarding identification of contracting party for new sales forms and general attention to some reorganization issues.

Environmental General: 174.50 Hrs.

During the subject time period, Thorp Reed advised the Corporation with respect to the distribution of the environmental management system program; review of documentation on status of MIDCO sites and on settlement of claims involving Four County landfill; work on Michigan lead issue; conferences with Jones Day regarding permit transfer issues associated with reorganization of Copperweld companies; identification of environmental permits; review of transferability issues; review of air emission certificates for facilities; discussions regarding rejection of PRP agreements in bankruptcy proceeding; review of safety program; conferences with LTV regarding status of claims; correspondence with Ms. Mantle of GE Capital regarding environmental management program and health and safety program; review of information from Ohio EPA claim in bankruptcy regarding NPDES violations at Shelby; discussions with corporate safety manager on status on Copperweld environmental management system and scheduling of compliance audits; conference call with CEC and Company management to schedule environmental compliance audits; preparation for meeting with environmental managers; conferences with Jones Day regarding settlement of Ohio EPA claim at Shelby; preparation for audits of facilities; review of stipulation and order to resolve Ohio EPA bankruptcy claim and internal conferences regarding same; review of 1997 Gartner Lee environmental audit reports and 2002 Environ audit reports; meetings with Civil & Environmental Consultants regarding presentation on environmental management system; work on review of outstanding corporate-wide environmental issues; participation in audits of Holtby Avenue and Van Kirk facilities with CEC; audits of Titan Road facility and Invader facility and related discussions; meeting in Toronto regarding status of environmental management system to all Copperweld health and safety managers; conference calls with GE Capital regarding status of asbestos claims; preparation of charts regarding status of Environ audit findings and compliance; discussion, review and revisions to environmental disclosure schedules; review files and

preparation of chart regarding status of environmental findings; discussions regarding requirements in credit agreement for environmental management system and review of comments regarding compliance schedule; discussions regarding anticipated meeting with senior management to review status of environmental management system and further work on compliance chart; discussions regarding status of closing and financing of new Copperweld and related review of environmental permits for transfer to new corporation; drafting of model letter regarding Copperweld emergence and permit transfer request; discussions regarding revisions of Copperweld corporate structure; review of second amended joint plan of reorganization and revisions to model permit transfer letter.

Employee Benefits Advice: 208.80 Hrs.

During the subject time period, Thorp Reed conferred with the Company regarding recoupments for payments of retiree medical; advised regarding tax implications of pension recoupment; review of information provided regarding split dollar insurance questions; review of split dollar files and agreements and related research; conferences regarding pension plan termination and discussion of litigation issues; meeting with management regarding fiduciary duty issues; research pending legislation regarding funding and potential fiduciary issues related to plan termination; discussion with management regarding COBRA buyout and bankruptcy-related issues; conferences related to bankruptcy implications impacting employee benefit issues; consideration of COBRA and fiduciary issues related to pension plan; research and conferences regarding COBRA liability for LTV retirees; review split dollar materials provided by consultant and pension distress termination order from Bankruptcy Court; research and memo regarding fiduciary liability related to plan termination; research regarding non-employee directors on PPO; discussions regarding healthcare coverage to directors; research regarding split dollar agreements, cash value, current status, terms and conditions and conference call regarding options; letter to management regarding fiduciary liability issues and plan funding; letter regarding COBRA buyout; review of COBRA opinion related to former LTV Tubular employees; review and discussion of pending healthcare coverage issues; meeting with Gateway Financial and management regarding split dollar policies; research of Sarbanes-Oxley issues; discussion with management regarding health coverage for director and temporary employee; research regarding investment of plan assets during distress termination process; attention to

issues related to purchase agreement and its benefit issues; revised split dollar memo and consideration of former executive officers; conference with management regarding COBRA, age 19 dependent and disability; conferences regarding SEC rules on prohibition of loans to executive officers; discussions regarding COBRA after reorganization; correspondence with Gateway Financial regarding split dollar coverage and discussions regarding tax issues related to retiree health coverage and cash payment option; conferences with senior management regarding benefit issues related to emergence from bankruptcy, including review of stock option plan and involuntary termination of pension plans and assumption of plan by purchaser; meeting regarding amendment and modification to qualified plans and review of related documents; continued discussions regarding split dollar issues; review of assignment and assumption agreement regarding benefit plans and PGBC assumed plans; preparation for and split dollar meeting at offices of Gateway Financial; conference call regarding assets purchased by New Copperweld in closing and conference related to review of audit facility for New Copperweld; review of documents regarding reorganization, including agreement with PGBC and structure.

Labor – General – Corporate Headquarters: 10.00 Hrs.

During the subject time period, Thorp Reed advised Copperweld regarding termination of sales employee in North Carolina; review of North Carolina law related to termination; conferences related to group termination and timing thereof; conferences regarding enforceability of employment non-competition agreements by successor employer; work on assignability of employment restrictions following sale of assets; review of e-mail from Company regarding implementation agreement regarding elimination of incentive cooperation systems; conferences regarding asbestos claim by former Shelby Division employee and investigation of same; preparation of summaries of current labor and employment litigation for purposes of emergence from bankruptcy.

Bankruptcy Billing: 16.90 Hrs.

During the subject time period, Thorp Reed worked on fee application and prepared monthly statements sent to Notice Parties and client; review of interim compensation order and orders to date; drafting of fee petition.

General Intellectual Property Correspondence: 5.80 Hrs.

During the subject time period, Thorp Reed prepared patent/trademark reports for management and reviewed specimens with respect to Kleenkote registration and additionally verified the status of various trademarks and patents for Jones Day.

Wolverine Metal Stamping Company, Inc. – 4.80 Hrs.

During the subject time period, Thorp Reed negotiated with Wolverine regarding possible settlement of the matter and discussed the disposition of tubing materials which cannot be used.

General Collections/Credit Matters: 50.70 Hrs.

During the subject time period, Thorp Reed engaged in telephone conferences regarding bankruptcy filing of Copperweld customer Federalpha; review of files related to pending account and finances of Federalpha; conferences with Chicago sales staff regarding strategy for collection and improvement of position; search for financial information with respect to Federalpha, including FCC search in Illinois; correspondence with corporate credit manager regarding Indiana UCC searches and liquidation; review of bankruptcy docket; conferences related to participation on creditors' committee; conference with U. S. Trustee's Office regarding creditors' committee; conferences with R. Shira regarding participation on creditors' committee; review application for participation on committee; attendance at creditors' committee organizational meeting in Chicago; review of materials regarding committee organization information and conferences with management regarding financial advisors to committee; review committee minutes; meetings regarding "disinterestedness" of counsel for committee and potential conflict; review claim objection in Cummin matter; review settlement position in meeting with P. W. Carothers regarding claim objection.

International Engineers & Fabricators – Bankruptcy: 10.10 Hrs.

During the subject time period, Thorp Reed reviewed bankruptcy papers and related correspondence and docket; review of court notices and orders regarding administrative expenses; review of Copperweld's proof of claim; review of motion to sell property; review order regarding trustee election; consideration of collection suit outside bankruptcy against owners for fraud; consideration of contingent fee plaintiff's case related to fraud issue.

Copperweld Marketing & Sales Company – Lease Negotiation with Demco: 4.40 Hrs.

During the subject time period, Thorp Reed reviewed revisions to draft lease in negotiation; conferences with R. Janesko regarding payment of rent and proposed correction for rent offset.

Lumbermens Mutual Casualty Company (Kemper): 12.10- Hrs.

During the subject time period, Thorp Reed worked on proof of claim issues related to Lumbermen's and reviewed status of related lawsuit against Federal Insurance Company; review of comments from Jones Day; conferences with P. Schmeck regarding claim objection and status of related Federal Insurance Company litigation.

J. Allen Steel Company: 2.5 Hrs.

During the subject time period, Thorp Reed discussed preference claim defense and settlement standards with respect to ordinary course of business; research related thereto.

Factual Analysis for Transfer of Assets: 310.95 Hrs.

During the subject time period, Thorp Reed reviewed the ownership of intellectual property of various Copperweld entities; reviewed assignability of contracts; conferred with Divisions with respect to impact of 363 process on license agreement; meetings and conferences relating to review of licenses and IP issues for transferability; contacts with Divisions regarding assets of affiliates that are subject to assignment; identification of contracts to be assigned; conferences related to assignability of Kleenkote agreement and Kabelmetal agreement and Trilogy agreement in the process of negotiation; review of voluminous IP files for Welded Tube transferred from Chicago for determination of ownership of patents and trademarks; conferences with Jones Day regarding information needed for disclosure of intellectual property owned by third parties; begin outline of issues and plans to be assumed by Newco; conferences with Jones Day regarding indemnification of officers and directors of Copperweld-related companies; review corporate data sheets and resolutions; review real estate search requests; conferences regarding dissolution issues; draft of exhibit of plans to be assumed and comments on asset purchase agreement; list of executory of contracts to be assumed; conferences with Womble Carlyle regarding 2004 enrollment materials and revised schedules and review revised plan or reorganization; review of patent and trademark registrations and consideration of refilling for Kleenkote; conferences with management regarding asset purchase agreement issues and related plan and benefit issues; review of new proposed by-laws; conference regarding schedules;

conference with actuary regarding funding, status of plans and distress termination; conferences with Jones Day regarding Miami Acquisition license agreement with Armco/AK Steel; conferences regarding stock purchase agreement between Imetal and LTV; research and conferences related to stock plan and agreement and e-mails regarding APA and PBGC settlement; review of asset purchase agreement; providing of current by-laws used by Copperweld companies to Jones Day; review of IP list; conferences regarding history of Canadian acquisition; review documentation prepared by Mercer; conferences with senior management regarding inquiries from GE Capital regarding environmental and safety programs and responding to same; review of closing checklist regarding corporate restructuring and discussion of related employee benefit issues; conference call with Gateway Financial regarding split dollar issues; telephone calls regarding information on workmen's compensation claims; revise Shelby amendment and research Tubular savings plan match; conferences regarding confirmation of lack of asbestos claims; providing of information needed by Jones Day for closing and review of IP files related to request; draft of assignment and assumption agreement; review bankruptcy documents regarding allocation of claims; conferences with Womble Carlyle regarding credit agreement and schedules for IP; review assignment and assumption agreement and board resolution and related conferences with Womble Carlyle regarding interim plan administration issue; numerous conferences with management and Jones Day regarding interim administration options; review of PBGC regulations; review of plan amendments and resolutions prepared by Mercer; conferences regarding environmental disclosures; consideration of benefit transition issues and administrative plans terminated by PBGC; conferences regarding post-petition litigation and registered trademarks and patents; work on environmental disclosure statement; review of officer lists from Copperweld subsidiaries; review memo regarding committee members for assumed benefit plans; providing of information related to disclosure schedules to Womble Carlyle; review revisions to APA related to modification of post-emergence structuring; participation in conference call related to matters of completion for closing; work on IP assignment issues; telephone conferences and e-mails regarding Canadian pension issue under credit agreements; conference regarding agreement with PBGC and stipulation and order; draft letter to PBGC regarding authority of new Copperweld to act.

Asset Sale, Lien Search and Contingent Liabilities: 22.70 Hrs.

During the subject time period, Thorp Reed conducted lien searches for Copperweld-related companies, including mechanic's liens; retention of search firm to conduct lien searches in several states; providing of information to search firm; preparation of liens search chart and organization of files received; telephone conferences with management regarding lien searches for Copperweld and related businesses in United States; conference with Canadian counsel regarding lien searches for Canada; discussions regarding property descriptions for Canadian facilities; letter to R. Janesko regarding lien searches.

Objections to Proofs of Claim: 10.90 Hrs.

During the subject time period, Thorp Reed communicated with H. Lennox of Jones Day regarding Lumbermens claim, finalization of objection to proof of claim and submission for review; filing and service of objection; telephone conference with Texas counsel regarding preference action and draft of position letter regarding same; conferences with Eric Schorr of Copperweld regarding Lumbermens claim objection; meetings and consideration of International Engineers bankruptcy and need to object to claims; telephone conference with opposing counsel regarding proof of claim and adversary proceedings; review of settlement proposal and research of ordinary course issues.

Pension Matters – Salaried Pension Plan: 15.10 Hrs.

During the subject time period, Thorp Reed revised letter to Gateway regarding split dollar options; conferred with J. K. Goldberg regarding COBRA issues; research of retiree medical payment tax issues and drafting of analysis; review of MetLife demutualization issue.

Copperweld Bimetallic Products Company:

Trilogy Communications, Inc.: 24.50 Hrs.

During the subject time period, Thorp Reed reviewed issues related to Trilogy Sale Agreement; review and revise agreement of sale related to patent; revisions and negotiation with Trilogy regarding language; conferences with counsel for Trilogy regarding same; conferences with management regarding finalization of sales agreement; conferences with management regarding power of attorney for U. S. Customs.

Bimetallics – Maintenance of Intellectual Property: 12.10- Hrs.

During the subject time period, Thorp Reed maintained trademark and patent intellectual property of this Division with respect to trademarks in Spain, Indonesia, India, Rumania, Brazil, Argentina, Philippines.

DIV/Process/Making Copper-Clad Aluminum Strips: 15.40 Hrs.

During the subject time period, Thorp Reed reviewed office action received from USPTO; prepared correspondence to client; prepared and coordinated submission of IDS to USPTO; reviewed notice of publication received from USPTO; reviewed office action and references cited; strategic considerations regarding same; prepare response and amendment; continued response and preparation of amendment for filing with USPTO.

USP: CCA Strip: 11.70 Hrs.

During the subject time period, Thorp Reed reviewed notice of publication from USPTO and discussed office action and proposed response; preparation of response to office action; submission of IDS to USPTO.

UST: Kleenkote 7.10 Hrs.

During the subject time period, Thorp Reed consulted with management regarding registration of Kleenkote mark and expiration of same; preparation of renewal application and securing of specimens required for filing.

Fayetteville – General: 1.30 Hr.

During the subject time period, Thorp Reed conferred with management regarding security interest issue; telephone conference regarding termination of Fayetteville Division employee.

Sherburne Metal Products, Inc.: 3.90 Hrs.

During the subject time period, Thorp Reed made revisions to UCC filings and performed legal research with respect to filing UCC filings to protect interests as bailor/bailee at Sherburne New York facility of customer; letters to Department of State transmitting said filings.

Birmingham Division:

Environmental: 2.30 Hrs.

During the subject time period, Thorp Reed reviewed ADEM request for additional information and drafted response regarding information from Williams Engineering and related discussions regarding status.

General: 2.80 Hrs.

During the subject time period, Thorp Reed reviewed correspondence regarding workers' compensation insurance as related to compensation claim of employee; review of separation agreement and release signed by employee; correspondence regarding Copperweld responses to interrogatories of employee and information responses; conference with counsel for employee regarding potential claims; review of materials provided by management regarding potential employment claim; conference regarding subpoena in family court matter involving employee; review of same and conference regarding production of documents to be produced by Copperweld.

Michael A. Scales: 23.70 Hrs.

During the subject time period, Thorp Reed reviewed complaint of employee Scales; reviewed television coverage of plant incident; secured extensions of time to respond; prepared answer and affirmative defenses with respect to harassment complaint before EEOC; corresponded with EEOC regarding its file; prepared defendant's initial disclosures, first set of interrogatories and first request for production of documents; correspondence with U. S. District Court for Northern District of Alabama regarding Copperweld's answer and motion to admit; reviewed correspondence from Birmingham regional office of EEOC regarding request for non-disclosure agreement prior to release of Scales' file; preparation for deposition of M. Scales.

Chicago Division:

Terri Nedzvekas: 40.60 Hrs.

During the subject time period, Thorp Reed reviewed complaint and employment file; review of correspondence from Division regarding Copperweld response to complaint and case facts; research regarding employer's right to terminate employee based upon employee's failure to cooperate in medical opinion process under FMLA; correspondence with plaintiff's counsel

regarding service issues and identity of appropriate defendant; review defenses; preparation of answer and affirmative defenses; prepared potential exhibits regarding sick leave, disability payments, educational assistance reimbursement, employment history and performance counseling; filed admissions papers with Court with corporate background; review of correspondence from plaintiff's counsel regarding dismissal issues; preparation of Rule 26(a) initial disclosures; preparation of first set of interrogatories and requests for production of documents; securing of local counsel; conferences with EEOC regarding production of its file and notice to EEOC of Federal complaint; review correspondence from Labor Department regarding FOIA request for information on FMLA complaint; conference with W. Spizzirri regarding services as local counsel.

Tammy Aspera: 20.60 Hrs.

During the subject time period, Thorp Reed reviewed Illinois Human Rights Commission Order regarding further discovery conference; correspondence with plaintiff's counsel regarding discovery issues; review research for possible motion for summary judgment; review administrative procedures; research regarding failure of plaintiff to identify proper defendant; participation in telephonic status conference; review Order of Illinois Human Rights Commission regarding discovery and motions procedure; prepared brief in support of motion for summary judgment and motion for sanctions for plaintiff's non-compliance with Orders; review Court Order regarding pre-trial and summary judgment procedure; research related to motion for summary judgment.

Nancy F. Kraus – Charge No. 24A12092: 39.80 Hrs.

During the subject time period, Thorp Reed reviewed complainant's objections to discovery conferences by telephone; reviewed procedural rules of Illinois Human Rights Commission; prepared memorandum in reply to objections; revised Copperweld motion to dismiss counts for sexual harassment and retaliation; worked to secure IDHR file; preparation and attendance at discovery status conference before Illinois Human Rights Commission; research regarding proper parties; review of EEOC response to Freedom of Information Act request; prepared memorandum of law in support of motion for partial dismissal; participated in telephonic discovery and status conference before IHRC; prepared for argument on motion for partial dismissal; prepared motion to compel discovery for plaintiff's failure to respond to requests.

Ryder Integrated Logistics, Inc.: 1.50 Hrs.

During the subject time period, Thorp Reed discussed with management the terms of the agreement with Ryder Integrated Logistics, Inc. and modifications thereof.

David Flowers – Charge No. 210-2003-34775: 8.30 Hrs.

During the subject time period, Thorp Reed reviewed information from client regarding documents supporting defense of race discrimination and retaliation claim; prepared position statement of Company to EEOC; conferred with EEOC investigator regarding its findings; conferences with client regarding witnesses; contacts with EEOC regarding additional information requested by EEOC; reviewed EEOC decision dismissing race discrimination and retaliation charge and correspondence with Copperweld regarding same.

EMJ/ETI: 6.30 Hrs.

During the subject time period, Thorp Reed conferred with client regarding manufacturing dates to be reviewed with outside engineering firm; review of recall requirements; conferences with client regarding calculations of engineering consultant; review of proposed letter to customer; review of request of ETI and conferences with sales management regarding response.

Miami Division:

Labor: .50 Hr.

During the subject time period, Thorp Reed conferred with management regarding obligations under WARN Act regarding terminations and conferred with human resource management regarding obligation to pay severance to employees who resign prior to termination date.

Environmental: 63.30 Hrs.

During the subject time period, Thorp Reed conferred with management on plant closure issues and issues related to cessation of regulated operations; research regarding petroleum issue on shutdown; continued work on issues related to completion of remediation by AK/Armco and implications of solvency of AK Steel; conference calls with environmental consultants related to plant closure requirements; review of license agreement and consideration of environmental liability and bankruptcy issues; consideration of legal position of Company on remediation if licensor were to declare bankruptcy; research of environmental liability and executory contracts; discussions regarding movement of equipment from facility upon cessation of operations;

correspondence with counsel for AK regarding seven drums located at facility and request for removal; consider issues related to possible contract rejection of license agreement; research of debtor's obligations to comply with environmental law; conference with client regarding Safe Drinking Water Act permit and work on plans for closure of facility; conference call with management regarding closure of facility and application of cessation of regulated operations requirements; memorandum to management regarding sales agreement for equipment and consideration of environmental impact of removal of equipment; conferences regarding time period for cessation of regulated operations; conference with counsel for AK regarding status of tests at Piqua concerning remediation; continued work on remediation being performed at facility.

McClure Group, Inc.: 12.50 Hrs.

During the subject time period, Thorp Reed conferred with management regarding negotiation of representative agreement with McClure Group, Inc.; worked on revisions to territory and customers encompassed by agreement; worked on several revisions and conferences related thereto; making of final revisions and sending of final sales representative agreement to Copperweld.

Miami Division:

General: 2.80 Hrs.

During the subject time period, Thorp Reed conferred with management regarding premises liability issues and environmental issues related to a sales agreement for the sale of equipment from the premises and engaged in conferences with an equipment dealer regarding sales practices for used equipment.

Shelby Division:

General: 16.90

During the subject time period, Thorp Reed conferred with management regarding severance of employee; work on sales representative agreements with Quantum and Carley and making revisions thereto; review of obligation to reinstate military reservist; telephone conferences with management regarding salaried layoff policy; work on new sales representative agreement for Carley; review of Uniformed Services Employment and Reemployment Rights Act with respect

to employees who take military leave; conferences regarding threats from bargaining unit employee against union president related to pension.

Jonah C. Rand: 53.20 Hrs.

During the subject time period, Thorp Reed conferred with client regarding employee deposition; preparation of responses to first set of interrogatories and first set of production of documents; review of test results for applicants; work on discovery responses; consideration of settlement proposal; work in scheduling deposition of plaintiff; discussion with management of discovery responses; conferences regarding damage claim; review of collective bargaining agreement; preparation for and taking of deposition of plaintiff; conferences with counsel regarding plaintiff's settlement demand and response of Company.

Response to Grand Jury Subpoena: 4.20 Hrs.

During the subject time period, Thorp Reed conferred with the U. S. Attorney's Office and FBI and responded to Grand Jury subpoena.

Gary T. Reedy – Case No. 5-8120-04-005: 35.40 Hrs.

During the subject time period, Thorp Reed conferred with management regarding whistle-blowing complaint; review of documents from Department of Labor; review whistle-blower provisions of Energy Reorganization Act; preparation of position statement on behalf of Copperweld; meetings with management regarding defense; review of personnel file leading to discharge; meeting with Company witnesses and preparation of memorandum; preparation of exhibits to be submitted to Department of Labor as part of position statement; discussions with management regarding discrimination claim; conference with management regarding Shelby police information on contacts with employee.

Environmental: .80 Hr.

During the subject time period, Thorp Reed reviewed correspondence from environmental consultant on analysis of groundwater sampling.

Carley and Associates, LLC: 4.80 Hrs.

During the subject time period, Thorp Reed engaged in discussions with sales management regarding Carley and Associates sales representative agreement and making of revisions and declaration of exclusions with respect to same for products sold from Shelby.

Stainless Division (Elizabethtown):

General: 9.30 Hrs.

During the subject time period, Thorp Reed prepared independent sales representative agreements for Ryan Metal Sales, Carley and Associates and Quantum Sales Associates and engaged in conferences with regard to Winter Technologies.

Metallon Division:

Plant Shutdown Matters:

During the subject time period, Thorp Reed conferred with Alliance Environmental Group relating to remediation and environmental land use restrictions; discussed refusal of landlord to place restriction on property; conferences with environmental consultant regarding soil excavation and work to be performed to remove contaminated soils; conferences with management regarding payment of environmental consultant for remediation work.

59. Section 330 of the Bankruptcy Code authorizes "reimbursement for actual, necessary expenses" incurred by professionals employed in a chapter 11 case. Accordingly, Thorp Reed seeks reimbursement for actual and necessary expenses (the "Expenses") incurred in rendering services to the Debtors during this period in the total amount of \$10,070.48, as detailed in the attached Exhibit Z. Thorp Reed submits that the Expenses were reasonable and necessary in light of the services provided.

LEGAL ARGUMENT

60. Section 330(a)(1) of the Bankruptcy Code provides, in pertinent part, for the payment of:

- (A) reasonable compensation for actual, necessary services rendered by the trustee, examiner, professional person, or attorney and by any paraprofessional person employed by any such person; and
- (B) reimbursement for actual, necessary expenses.

11 U.S.C. § 330(a)(1). To grant a request for compensation pursuant to section 330 of the Bankruptcy Code, a court must find that such request is reasonable.

61. In the Sixth Circuit, the standard used to determine the reasonableness of a compensation request is the "lodestar" method:

The Supreme Court has made it clear that the lodestar method of fee calculation is the method by which federal courts should determine reasonable attorney's fees under federal statutes which provide for such fees.

In re Boddy, 950 F.2d 334, 337 (6th Cir. 1991). See also In re EWI, Inc., 208 B.R. 885, 891 (Bankr. N.D. Ohio 1997) (citing In re Mansfield Tire and Rubber Co., 65 B.R. 446, 455 (Bankr. N.D. Ohio 1986)) ("The Sixth Circuit has approved the lodestar method as the standard to be applied for allowance of professional fees."); In re Unicast, Inc., 214 B.R. 979, 990 (Bankr. N.D. Ohio 1997) ("[T]he lodestar method . . . should be employed in determining professional fees provided for under federal statutes, including the Bankruptcy Code."). The lodestar amount is calculated by "multiplying the number of hours reasonably expended multiplied by a reasonable hourly rate." EWI, 208 B.R. at 891.

62. In accordance with its practice in non-bankruptcy matters, Thorp Reed has utilized the lodestar method for calculating its compensation requested in this Application. Accordingly, Thorp Reed's lodestar calculation is reasonable under section 330 of the Bankruptcy Code.

Thorp Reed's Fees Are Reasonable

63. Thorp Reed's fees, as set forth in this Application were reasonable under the prevailing legal standard and should be allowed. The amount of these fees is not unusual given the complexity and size of the Copperweld Debtors' chapter 11 cases, and these fees are commensurate with fees that Thorp Reed has been awarded in other chapter 11 cases and that other attorneys of comparable experience and expertise have charged and been awarded in similar chapter 11 cases.

64. Since 1988, Thorp Reed has served the general legal needs of Copperweld Corporation and its subsidiaries, which has been part of the Debtors since November 9, 1999. The professional services rendered in these chapter 11 cases have been performed by attorneys with broad expertise and high levels of skill in the areas in which they have provided services and longstanding experience with the client.

65. Moreover, for all of the reasons described herein, Thorp Reed's services have significantly benefited the Copperweld Debtors, their estates and creditors and have furthered the Copperweld Debtors' ultimate goals of completing a successful reorganization of their businesses and maximizing the value of their estates for the benefit of all stakeholders.

Thorp Reed's Expenses Were Actual and Necessary

66. Section 330(a)(1)(B) of the Bankruptcy Code permits reimbursement for actual, necessary expenses. As noted above, Thorp Reed already has (a) conducted a review to ensure that the Expenses comply with section 330(a)(1)(B), Local Rule 93-1, the Guidelines and other applicable requirements and (b) eliminated any expenses that it deemed "not necessary" or

otherwise inappropriate. Accordingly, Thorp Reed has properly requested reimbursement only of actual, necessary and appropriate Expenses.

Available Funds

67. Based on the financial information provided by the Copperweld Debtors to date, Thorp Reed believes that the Copperweld Debtors have sufficient cash on hand to pay the fees and Expenses requested herein immediately upon their approval by the Court.

Review by the Debtors

68. A copy of this Application has been sent to the Copperweld Debtors for their review. To date, the Copperweld Debtors have not expressed whether they approve the amounts requested in this Application.

No Sharing of Compensation

69. No agreement or understanding exists between Thorp Reed or any third person for the sharing of compensation, except as permitted by section 504(b) of the Bankruptcy Code and Bankruptcy Rule 2016 with respect to sharing of compensation between and among partners in Thorp Reed. All the services for which compensation is requested in this Application were rendered at the request of and solely on behalf of the Copperweld Debtors.

Certification

70. In accordance with the Local Rule 93-1 and the Guidelines, the Certification of Scott E. Henderson is attached hereto as Exhibit BB.

NOTICE

71. No trustee or examiner has been appointed in these chapter 11 cases. Pursuant to the Case Management Order and the Interim Compensation Order, notice of this Application has been given to (a) the Debtors, (b) the U.S. Trustee, (c) counsel to the Committees, (d) counsel to the Debtors post-petition secured lenders, (e) each professional retained by an order of the Court seeking payment of compensation or reimbursement of expenses in these cases and (f) the other parties on the General Service List; provided, however, that only the Notice Parties (as such term is defined in the Interim Compensation Order) have been served with a copy of this Application with its voluminous exhibits. in light of the nature of the relief requested herein, the Debtors submit that no other or further notice is required.

72. WHEREFORE, Thorp Reed respectfully requests that the Court enter an order granting: (i) final allowance of fees and expenses in the aggregate of \$120,233.36 for the period of December 29, 2000 through April 30, 2001, which was previously awarded to Thorp Reed on an interim basis by order of the court dated, December 7, 2001, approving the First Application of Thorp Reed & Armstrong, LLP for Interim Allowance of Compensation and Reimbursement of Expenses for the Period December 29, 2000 through April 30, 2001; (ii) final allowance of fees and expenses in the aggregate of \$224,064.54 for the period of May 1, 2001 through August 31, 2001, which were previously requested by Thorp Reed on an interim basis in the Second Application of Thorp Reed for Interim Allowance of Compensation and Reimbursement of Expenses for the Period May 1, 2000 through August 31, 2001, which was filed with the Court on December 31, 2000 and is still pending; (iii) final allowance of fees and expenses in the aggregate of \$ 198,262.77 received by Thorp Reed for the period of September 1, 2001 through December 31, 2001, and directing the Copperweld Debtors to pay the 20% holdback being, \$38,439.60 of the Sept-Dec, 2001 Fees; (iv) final allowance of interim fees and

expenses in the aggregate of \$182,270.35 received by Thorp Reed for the period of January 1, 2002 through April 30, 2002, and directing the Copperweld Debtors to pay the 20% holdback being \$33,681.40 of the Jan-April, 2002 Fees; (v) final allowance of interim fees and expenses in the aggregate of \$164,960.80 received by Thorp Reed for the period of May 1, 2002 through August 31, 2002, and directing the Copperweld Debtors to pay the 20% holdback, being \$31,586.13 of the May-Aug, 2002 Fees; (vi) final allowance of interim fees and expenses in the aggregate of \$274,213.60 received by Thorp Reed for the period of September 1, 2002 through December 31, 2002 and directing the Copperweld Debtors to pay the 20% holdback, being \$52,873.30 of the Sept-Dec, 2002 Fees; (vii) final allowance of interim fees and expenses in the aggregate of \$274,395.26 received by Thorp Reed for the period of January 1, 2003 through April 30, 2003, and directing the Copperweld Debtors to pay the 20% holdback, being \$50,619.30 of the Jan-April 2003 Fees; (viii) final allowance of interim fees and expenses in the aggregate of \$291,395.26 received by Thorp Reed for the period of May 1, 2003 through August 31, 2003, and directing the Copperweld Debtors to pay the 20% holdback, being \$55,220.30 of the May-August, 2003 Fees; (ix) final allowance of interim fees and expenses in the aggregate of \$72,142.15 received by Thorp Reed for the period of September 1, 2003 through September 30, 2003, and directing the Copperweld Debtors to pay the 20% holdback, being \$13,545.40 of the September 2003 Fees; and (x) final allowance of fees and expenses in the aggregate of \$250,287.46 received by Thorp Reed via a wire transfer from GE Capital Finance OBI on the Effective Date of the Copperweld Debtors' plan, December 17, 2003, for payment of fees and expenses owed by the Copperweld Debtors to Thorp Reed for October 1, 2003 through December 17, 2003.

Dated: February 17, 2004

/s/ Patrick W. Carothers
Scott E. Henderson (PA I.D. No. 15831)
Kimberly Luff Wakim (PA I.D. No. 55542)
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