Exhibit I

Framework for a Constructive Collective Bargaining Relationship

Agreement by and between

Heartland Industrial Partners

and the

United Steelworkers of America

I. NEUTRALITY

A. INTRODUCTION

Heartland Industrial Partners, for a Covered Business Enterprise of Heartland (as defined as a "CBE" under 2(A), 2(B) and 3, 4, 5, 6 and 7 in the Side Letter attached hereto) ("The Company') and the United Steelworkers of America ("USWA" or "the Union") place a high value on having a constructive and harmonious relationship built on trust, integrity and mutual respect.

B. NEUTRALITY

To underscore the Company's commitment in this matter, it agrees to adopt a position of neutrality in the event that the Union seeks to represent any non-represented employees of the Company.

Neutrality means that, except as explicitly provided herein, the Company will not in any way directly or indirectly involve itself in efforts by the Union to represent the Company's employees, or efforts by its employees to investigate or pursue unionization.

The Company's commitments to remain neutral as outlined above shall cease if the Company demonstrates to an Arbitrator under Section G herein that during the course of an Organizing Campaign (as defined in C below), the Union is intentionally or repeatedly (after having the matter called to the Union's attention) materially misrepresenting to the employees

EXHIBIT
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the facts surrounding their employment or is conducting a campaign demeaning the integrity or character of the Company or its representatives.

C. ORGANIZING PROCEDURES

Prior to the Union distributing authorization cards to non-represented employees at a Covered Workplace (meaning any workplace which is: (i) controlled by the Company, as the Company is defined in Section E herein; and (ii) employs or intends to employ employees who are eligible to be represented by a labor organization in any unit(s) appropriate for bargaining), the Union shall provide the Company with written notification (the "Written Notification") that an organizing campaign (the "Organizing Campaign") will begin. The Written Notification will include a description of the proposed bargaining unit.

The Organizing Campaign shall begin immediately upon provision of Written Notification and continue until the earliest of: (i) the Union gaining recognition under C-5 and C-6 below; (ii) written notification by the Union that it wishes to discontinue the Organizing Campaign; or (iii) 90 days from provision of Written Notification to the Company.

There shall be no more than one Organizing Campaign in any 12-month period.

Upon Written Notification the following shall occur:

1. Notice Posting

   The Company shall post a notice on all bulletin boards at all Covered Workplaces where employees eligible to be represented within the proposed bargaining unit work and where notices are customarily posted. This notice shall read as follows:

"NOTICE TO EMPLOYEES

We have been formally advised that the United Steelworkers of America is conducting an organizing campaign among certain of our employees. This is to advise you that:

1. The Company does not oppose collective bargaining or the unionization of our employees.

2. The choice of whether or not to be represented by a union is yours alone to make.

3. We will not interfere in any way with your exercise of that choice.

4. The Union will conduct its organizing effort over the next 90 days.

5. In their conduct of the organizing effort, the Union and its representatives are prohibited from misrepresenting the facts surrounding your employment. Nor may they demean the integrity or character of the Company or its representatives.

6. If the Union secures a simple majority of authorization cards, subject to verification, of the employees in [insert description of bargaining unit provided by the Union] the Company shall recognize the Union as the exclusive representative of such employees without a secret ballot election conducted by the National Labor Relations Board (NLRB).

7. The authorization cards must unambiguously state that the signing employees desire to designate the Union as their exclusive representative.

8. Employee signatures on the authorization cards will be verified by a third party neutral chosen by the Company and the Union."

The amended version of this notice as described above will be posted as soon as the Unit Determination procedure in C-3 below is completed.

In addition, following receipt of Written Notification, the Company may issue one written communication to its employees concerning the Campaign. Such communication shall be restricted to the issues covered in the Notice referred to in C-1 above or raised by other terms of this Neutrality Agreement.

The communication shall be fair and factual, shall not demean the Union as an organization nor its representatives as individuals and no

reference shall be made to any occurrence, fact or event relating to the Union or its representatives that reflects adversely upon the Union, its representatives or unionization.

The communication shall be provided to the Union at least two business days prior to its intended distribution. If the Union believes that the communication violates the strictures of this provision it shall so notify the Company. Thereupon the parties shall immediately bring the matter to an Arbitrator, which shall issue a bench decision resolving any dispute.

2. Employee Lists

Within five days following Written Notification, the Company shall provide the Union with a complete list of all of its employees in the proposed bargaining unit who are eligible for union representation. Such list shall include each employee's full name, home address, job title and work location. Upon the completion of the Unit Determination procedure as described in C-3 below, an amended list will be provided if the proposed unit is changed as a result of such Unit Determination procedure. Thereafter during the Organizing Campaign, the Company will provide the Union with updated lists monthly.

3. Determination of Appropriate Unit

As soon as practicable following Written Notification, the parties will meet to attempt to reach an agreement on the unit appropriate for bargaining. In the event that the parties are unable to agree on an appropriate unit, either party may refer the matter to the Dispute Resolution Procedure contained in Section G below. In resolving any dispute over the scope of the unit, an Arbitrator shall apply the principles used by the NLRB.

4. Access to Company Facilities

During the Organizing Campaign the Company, upon written request, shall grant reasonable access to its facilities to the Union for the purpose of distributing literature and meeting with unrepresented Company employees. Distribution of Union literature shall not compromise safety or production,

disrupt ingress or egress, or disrupt the normal business of the facility. Distribution of Union literature inside Company facilities and meetings with unrepresented Company employees inside Company facilities shall be limited to non-work areas during non-work time.

5. Card Check

If, at any time during an Organizing Campaign which follows the existence at a Covered Workplace of a substantial and representative complement of employees in any unit appropriate for collective bargaining, the Union demands recognition, the parties will request that a mutually acceptable neutral (or the American Arbitration Association if no agreement on a mutually acceptable neutral can be reached) conduct a card check within five days of the making of the request. The neutral shall compare the authorization cards submitted by the Union against original handwriting exemplars of the entire bargaining unit furnished by the Company and shall determine if a simple majority of eligible employees has signed cards. The list of eligible employees shall be jointly prepared by the Union and the Company.

6. Union Recognition

If at any time during an Organizing Campaign, the Union secures a simple majority of authorization cards of the employees in an appropriate bargaining unit, the Company shall recognize the Union as the exclusive representative of such employees without a secret ballot election conducted by the National Labor Relations Board. The authorization cards must unambiguously state that the signing employees desire to designate the Union as their exclusive representative for collective bargaining purposes. Each card must be signed and dated during the Organizing Campaign.

D. HIRING

1. The Company shall, at any Covered Workplace which it builds or acquires after [the effective date of this Neutrality Agreement], give preference in hiring to qualified employees of the Company then accruing continuous service in bargaining units covered by a Labor Agreement. In choosing between

qualified applicants from such bargaining units, the Company shall apply standards established by provisions of said Labor Agreement(s).

This Section D-1 shall only apply where the employer for the purposes of collective bargaining is or will be the Company, a Parent or an Affiliate (and not a Venture) provided, however, that in a case where a Venture will likely have an adverse impact on employment opportunities for then current bargaining unit employees covered by a Labor Agreement, then this Section D-1 shall apply to such Venture as well.

2. Before implementing this provision the Company and the Union will decide how this preference will be applied.

3. In determining whether to hire any applicant at a Covered Workplace (whether or not such applicant is an employee covered by a Labor Agreement), the Company shall refrain from using any selection procedure, which, directly or indirectly, evaluates applicants based on their attitudes or behavior toward unions or collective bargaining.

E. DEFINITIONS AND SCOPE OF THIS AGREEMENT

1. Rules with Respect to Affiliates, Parents and Ventures

For purposes of this Framework Agreement only, the Company includes (in addition to the Company) any entity which is either a Parent, Affiliate or a Venture of the Company.

For purposes of this Framework Agreement, a Parent is any entity which directly or indirectly owns or controls more than 50% of the voting power of the Company; an Affiliate is any entity in which the Company directly or indirectly: (a) owns more than 50% of the voting power or (b) has the power based on contracts or constituent documents to direct the management and policies of the entity; and a Venture is an entity in which the Company owns a material interest.

2. Rules with Respect to Existing Parents, Affiliates and Ventures

The Company agrees to cause all of its existing Parents, Affiliates and/or Ventures that are covered by the provisions of

Section E-1 above, to become a party/parties to this Framework Agreement and to achieve compliance with its provisions.

3. Rules with Respect to New Parents, Affiliates and Ventures

The Company agrees that it will not consummate a transaction, the result of which would result in the Company having or creating: (i) a Parent, (ii) an Affiliate or (iii) a Venture; without ensuring that the New Parent, New Affiliate and/or New Venture, if covered by the provisions of Section E-1 above, agrees to and becomes bound by this Framework Agreement.

F. BARGAINING IN NEWLY-ORGANIZED UNITS

Where the Union is recognized pursuant to the above procedures, the first collective bargaining agreement applicable to the new bargaining unit will be determined as follows:

1. The employer and the Union shall meet within 14 days following recognition to begin negotiations for a first collective bargaining agreement covering the new unit bearing in mind the wages, benefits, and working conditions in the most comparable operations of the Company (if any comparable operations exist), and those of unionized competitors to the facility in which the newly recognized unit is located.

2. If after 90 days following the commencement of negotiations the parties are unable to reach agreement for such a collective bargaining agreement, they shall submit those matters that remain in dispute to the Chairman of the Union Negotiating Committee and the Company's Vice President-Employee Relations who shall use their best efforts to assist the parties in reaching a collective bargaining agreement.

3. If after 90 days following such submission of outstanding matters, the parties remain unable to reach a collective bargaining agreement, the matter may be submitted to final offer interest arbitration in accordance with procedures to be developed by the parties.

4. If interest arbitration is invoked, it shall be a final offer package interest arbitration proceeding. The interest arbitrator shall have no authority to add to, detract from, or modify the final offers submitted by the parties, and the arbitrator shall not be authorized to engage in mediation of the dispute. The arbitrator's decision shall select one or the other of the final offer packages submitted by the parties on the unresolved issues presented to him in arbitration. The interest arbitrator shall select the final offer package found to be the more reasonable when considering (a) the negotiating guideline described in F-1 above, (b) any other matters agreed to by the parties and therefore not submitted to interest arbitration, and (c) the fact that the collective bargaining agreement will be a first contract between the parties. The decision shall be in writing and shall be rendered within thirty (30) days after the close of the interest arbitration hearing record.

5. Throughout the proceedings described above concerning the negotiation of a first collective bargaining agreement and any interest arbitration that may be engaged in relative thereto, the Union agrees that there shall be no strikes, slowdowns, sympathy strikes, work stoppages or concerted refusals to work in support of any of its bargaining demands. The Company, for its part, likewise agrees, not to resort to the lockout of employees to support its bargaining position.

G. DISPUTE RESOLUTION

Any alleged violation or dispute involving the terms of this Framework Agreement may be brought to a joint committee of one representative of each of the Company (or Heartland Industrial Partners) and the Union. If the alleged violation or dispute cannot be satisfactorily resolved by the parties, either party may submit such dispute to an Arbitrator. A hearing shall be held within ten (10) days following such submission and the Arbitrator shall issue a decision within five (5) days thereafter. Such decision shall be in writing but need only succinctly explain the basis for the findings. All decisions by the Arbitrator pursuant to this Framework Agreement shall be based on the terms of this Framework Agreement and the applicable provisions of the law. The Arbitrator's remedial authority shall include the power to issue an order requiring the Company to recognize the Union where, in all the circumstances, such an order would be appropriate.

The Arbitrator's award shall be final and binding on the parties and all employees covered by this Framework Agreement. Each party expressly waives the right to seek judicial review of said award; however, each party retains the right to seek judicial enforcement of said award.

II. BARGAINING STRUCTURE

The Company agrees that:

(i) all current and future USWA bargaining units shall be merged in a single bargaining unit; and

(ii) all current and future labor agreements between itself and the USWA shall be merged into one Master Agreement with a single expiration date and with differences between individual agreements dealt with through local supplements.

III. WORK STOPPAGES

The Company agrees that:

(i) in the event of a lawful work stoppage at any USWA represented unit, that it shall not permanently replace striking employees;

(ii) said obligation shall survive the expiration of the applicable labor agreement;

(iii) breaches of this agreement on Work Stoppages shall be subject to the grievance and arbitration provisions of the applicable labor agreement, notwithstanding any other provisions of said agreement; and

(iv) the Arbitrator provided for in (iii) above shall have the authority to fashion a suitable remedy, including but not limited to a cease and desist order.

November 27, 2000

Mr. George Becker
International President
United Steelworkers of America
Five Gateway Center
Pittsburgh, PA 15222

Dear Mr. Becker:

The following will confirm our understanding regarding certain matters concerning the United Steelworkers of America ("USWA" or the "Union") and Heartland Industrial Partners ("Heartland").

1. Over the years, a number of Heartland's key principals, both directly and through companies with which they have been involved, have developed a constructive and harmonious relationship with the USWA, built on trust, integrity and mutual respect. Heartland places a high value on the continuation and improvement of that relationship.

2. To underscore Heartland's commitment in this matter, we agree that in the event Heartland, after the date of this letter, directly or indirectly becomes an investor in a Covered Business Enterprise ("CBE") (as defined below), Heartland will:

   A. Within 30 days of the consummation of the transaction that results in Heartland becoming an investor in said CBE (a "Transaction"), provide the USWA with a detailed description of the CBE including:

      (i) a list of each of the CBE's plants, and for each of those plants, the products, markets, number of employees eligible for union representation and the classifications, union status and affiliation (if any) of those employees; and

      (ii) the business and financial due diligence, plans and forecasts which Heartland in the ordinary course of business would provide to its limited partners.

      (iii) In addition, Heartland will, upon request, informally discuss with the Union, from time to time, its present plans (as such plan may exist) for the utilization, expansion, contraction, or other major changes in the role or size of the production facilities of the CBE.

39400 North Woodward Avenue, Suite 130
Bloomfield Hills, Michigan 48304
Telephone: 248.593.8814
Fax: 248.203.6882

320 Park Avenue, 33rd Floor
New York, New York 10022
Telephone: 212.981.5613
Fax: 212.981.3535

55 Railroad Avenue
Greenwich, Connecticut 06830
Telephone: 203.861.2622
Fax: 203.861.2722

www.heartlandpartners.com

The Union shall keep all such information strictly confidential within its senior officials and elected leadership and/or organizing department. Finally, the Union explicitly recognizes that any plans discussed may be speculative, contingent, or subject to change at any time.

B. If, at any time after six months following a Transaction, the Union notifies Heartland in writing of its actual intent to organize any of the facilities of the CBE, then within ten (10) days of such notification, Heartland will cause the CBE to immediately execute an agreement (hereafter known as the "Framework for a Constructive Collective Bargaining Relationship" or "Framework Agreement") between said CBE and the USWA in form and substance identical to Exhibit I hereto, as well as this Side Letter, both of which shall also at that time be executed by the Union.

3. A Covered Business Enterprise or CBE shall be defined as any business enterprise in which Heartland, directly or indirectly: (i) owns more than 50 percent of the common stock; (ii) controls more than 50 percent of the voting power; or (iii) has the power, based on contracts, constituent documents or other means, to direct the management and policies of the enterprise; with only the following limited exceptions:

A. companies engaged principally in the pulp and paper, clothing and textile, oil refining or coal mining businesses; provided, however, that the Framework Agreement shall apply to the non-United States operations of entities principally engaged in either oil refining and/or coal mining and to Canadian domiciled companies principally engaged in coal mining and/or oil refining;

B. in the case of companies where a single Union affiliated with the AFL-CIO (other than the USWA) both: (i) represents more than 33 percent of all employees of that CBE eligible for unionization; and (ii) represents more than twice as many employees of the CBE as does the USWA (an "Other Union"), then the Neutrality provisions of the Framework Agreement will take effect at particular Covered Workplaces of the CBE, but only upon the earlier of:

(i) an unsuccessful attempt by the Other Union to organize the employees at said Covered Workplaces; and

(ii) three years from the date on which the Covered Workplace becomes part of a CBE.

4. Notwithstanding the provisions of # 3A above, the Framework Agreement will, in no respect apply to any facility located outside of the United States and its territories or Canada.

5. Notwithstanding the provisions of # 3B above, once a business enterprise has met the definition of a CBE, then the Framework Agreement shall thenceforth, without exception, be binding upon said enterprise.

6. Notwithstanding the Framework Agreement or any provision of this Side Letter, the Neutrality Agreement (Section I of the Framework Agreement) shall apply to all non-represented employees at a Covered Workplace with only the following limited exceptions: professional, managerial, sales, confidential, office clerical employees, security guards and supervisors. Office clerical employees are clerical employees who are not "plant clericals" and who report directly to a senior management employee and/or work within the Company's executive, legal, financial, human resources, accounting, sales, marketing, estimating, advertising, purchasing, computer and information services, planning, or similar departments.

7. Rules Regarding Existing Ventures.

   A. If at the time of a Transaction a CBE has an existing Venture, then said Venture shall not be covered by the Framework Agreement provided, however, that in the event the CBE: (i) increases its ownership or influence in the existing Venture such that the Venture becomes an Affiliate; or (ii) the CBE makes a voluntary new investment in the existing Venture, then the Framework Agreement shall immediately apply to said Venture.

   B. In the event the existing Venture materially changes or expands its operations in a manner that could reasonably be expected to impact negatively the employees at one or more of the CBE's organized operations, then the CBE shall make every effort to have the Venture adopt the Framework Agreement.

8. Limitations on Organizing Campaigns.

   A. There shall be no more than one Organizing Campaign in any 12-month period.

B. If, over a five (5) year period, the Union conducts three (3) unsuccessful organizing campaigns at a particular Covered Workplace then, provided that the CBE was not found to have violated the Neutrality provisions of the Framework Agreement during the course of any of those campaigns, the Union will not seek to organize the employees at that Covered Workplace for at least three (3) years from the date of the conclusion of the third unsuccessful campaign.

9. The following will provide guidance and amplification as to the intentions and mutual understandings of the parties regarding Sections I.D., I.F., I.G. and Section II of the Framework Agreement.

A. The parties recognize that in determining the comparability of a newly-organized facility ("NOF") to an existing operation of the CBE ("EO") for the purpose of determining the appropriate level of wages and benefits for that NOF, that to the degree that the NOF has a substantially lower level of valued-added products and fixed investment per employee and the NOF's competitors provide their employees with a compensation package materially less costly than that provided at EOs, then the CBE may not be in a position to provide employees with a compensation package as costly as that provided at EOs.

B. The parties recognize that in determining the comparability of an NOF to an EO and to unionized competitors of the facility ("UCs") for the purpose of determining the appropriate level of wages and benefits for that NOF, that in cases where the NOF has substantially older and less efficient production equipment than EOs and UCs, that the immediate application of a substantial rise in wages and benefits to reach levels at EOs and UCs must be balanced by a reasonable consideration of:

- implementation of new work systems and modern operating practices;
- assuring the competitive viability of the NOF;
- a period of up to five years for wage increases to reach indicated wage and benefit levels;
- limitation of annual increases in hourly compensation to levels no greater than 2X the current rate of annual increases in average

hourly compensation in the United States as published by the Bureau of Labor Statistics.

C. The above considerations shall in no way limit, and in fact the parties explicitly acknowledge the appropriateness of placing in the first collective bargaining agreement strong protections of seniority and union security with "union security" defined broadly to include provisions such as those which: (i) recognize the value of a strong institutional presence of the Union in the plant; (ii) provide for an effective grievance procedure with binding arbitration; and (iii) require that new employees join the Union, maintain membership and pay dues through payroll deduction.

D. Hiring Preference.

1. The provisions of Sections I. D.1. and I. D.2. of the Framework Agreement will become effective upon the USWA becoming the collective bargaining agent representing 50 percent or more of the employees eligible for union representation at a CBE. At that point the Hiring Preference shall apply to hiring at all non-represented Covered Workplaces at the CBE.

2. After such threshold is met, this obligation shall continue, irrespective of any later addition to or reduction from the percentage of USWA-represented employees at the Covered Business Entity.

3. This Hiring Preference shall give preference to employees covered by a Labor Agreement with the USWA only against other applicants who are not then employed at the workplace at which the employee is seeking employment.

E. All arbitrators selected under Section I. G. of the "Framework Agreement" (i.e., for issues arising under the Framework Agreement and this Side Letter other than interest arbitration as part of collective bargaining) shall be selected as follows: Within ninety (90) days of the date of this agreement, the parties will mutually agree to a list of seven (7) arbitrators to serve on a "permanent panel." These arbitrators shall be members of the American Academy of Arbitrators, and shall have experience arbitrating claims within the industries in which Heartland is or expects to be involved. In the event that one of the members of the

panel becomes unable or unwilling to serve, the parties shall immediately replace him in a manner to be agreed by the parties.

F. In the event of a challenge by the Union or a CBE under the Arbitration provisions of Section I. G. regarding the conduct of the CBE or the Union, during the course of an organizing campaign, any count of cards or recognition of the results of the count shall be delayed until the Arbitrator has issued his decision, and his remedy, if any, implemented.

G. The parties will select an arbitrator from the permanent panel within two (2) business days of the receipt of a grievance by the CBE or the Union and any arbitration hearing required under Section G of the Agreement shall be held within five (5) business days of the selection of an Arbitrator. The Arbitrator shall render his decision within two (2) business days of the conclusion of the hearing.

H. Interest arbitration under I. F. (3) of the Framework Agreement will be conducted as follows:

(i) The parties will attempt to mutually agree upon an acceptable Arbitrator who is a member of the Academy of Arbitrators and has arbitral experience as an arbitrator in the industry in question. If such an agreement takes place, a hearing will take place where both parties will present their final offers along with any arguments in support thereof. The parties will also present all language agreed upon by the parties, which shall be accepted in total by the Arbitrator. The Arbitrator shall select one of the final proposals to resolve the remaining disputes. If the parties cannot agree on a single arbitrator, then arbitration shall be by the following system:

(ii) Each party will appoint an arbitrator of its own choosing. Following said appointment, the parties will select a third neutral arbitrator by the alternate strike off of names from the pool of approved arbitrators described at F. above, with the order of striking determined by a coin toss. The last arbitrator remaining on the list will be selected as the third (neutral) arbitrator. A hearing will take place in which both parties will present their final offers along with any arguments in support thereof. The parties will also present all language agreed upon by the parties, which shall be accepted in total by the arbitrators. The three

arbitrators, after due consideration and by majority vote, will select one of the two final proposals presented by the parties to resolve the remaining disputes between the parties.

I. The provisions of Section II of the Framework Agreement will become effective at a CBE upon the USWA becoming the collective bargaining agent representing 50 percent or more of the employees eligible for union representation at that Covered Business Entity or a distinct operational division thereof. After such a threshold is met, the CBE shall continue to be covered by Section II, irrespective of any later addition to or reduction from the percentage of USWA-represented employees at the CBE or division thereof.

10. Notwithstanding anything to the contrary herein, Section III of the Framework Agreement, Work Stoppages, will apply at any CBE where the USWA represents employees of that CBE.

11. In the event that Heartland becomes the owner of an interest in a business enterprise, but such enterprise does not qualify as a CBE as that term is defined in #3 above, then Heartland shall inform the USWA of its investment and use its reasonable best efforts to cause the enterprise to adopt the Framework Agreement and this Side Letter. Whether Heartland has used its reasonable best efforts in such a case shall be subject to the grievance and arbitration procedure described in the Framework Agreement at Section G and this Side Letter.

12. In the event the USWA merges with another union, and as a result of this merger(s), the USWA, immediately following the merger, provides less than 40 percent of the voting members of the executive committee or equivalent governing body of the new union (in the case of a three-way merger, the percentage referred to above shall be 25 percent), then this Side Letter and the Framework Agreement shall be null and void.

13. It is explicitly agreed that the provisions of this Side Letter definitively interpret and override any contrary or ambiguous provision of the Framework Agreement. It is further agreed and acknowledged that the execution of the Framework Agreement and Side Letter by Heartland and/or any Covered Business Entity is conditioned explicitly upon execution and the acceptance of the terms and conditions of this Side Letter by the Union.

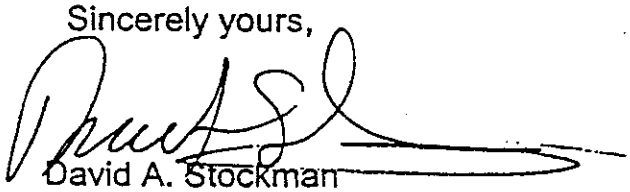
14. In the event that any provision of this Agreement is determined to be illegal by a decision of a court of competent jurisdiction or by the National Labor

Relations Board, that court or Board is authorized to reform the illegal section(s) of the Agreement to the extent necessary to make it (them) legal but to reform it in a manner as closely as possible to reflect the intent of the parties evidenced herein.

15. This Side Letter and Framework Agreement will be treated as non-public by all parties except as otherwise required by the terms of either document, agreed to by mutual written consent of the parties, or by law. Neither of the parties nor their agents will issue any press release regarding this Side Letter or the Framework Agreement, or otherwise publish or publicize these agreements, except that if the Union is successful in organizing a Covered Workplace, it can publicize the organizing of such workplace and, to the extent it desires, the impact of the Neutrality provisions on said success.

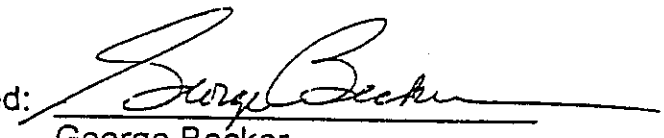
16. This Side Letter and Framework Agreement are a total expression of the parties' intent and can be modified only in writing. Any prior writings, communications, statements, or proposals on the subjects covered by this Agreement are deemed merged herein.

Sincerely yours,



David A. Stockman
Heartland Industrial Partners

Confirmed:



George Becker
International President
United Steelworkers of America