

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ArcelorMittal Packaging SA		05/05/2009	Public limited company: FRANCE
RECEIVING PARTY DATA			
Name:	ArcelorMittal Atlantique et Lorraine		
Street Address:	1-5, rue Luigi Cherubini		
City:	Saint-Denis		
State/Country:	FRANCE		
Postal Code:	F-93200		
Entity Type:	simplified joint-stock company: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2766523	MALEÏS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127361940		
Email:	emann@ddkpatent.com		
Correspondent Name:	Davidson, Davidson and Kappel LLC		
Address Line 1:	485 7th Ave		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	701.1004		
DOMESTIC REPRESENTATIVE			
Name:	Davidson, Davidson and Kappel LLC		
Address Line 1:	485 7th Ave		

OP \$40.00 2766523

Address Line 2: 14th Floor
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Leslye B. Davidson
Signature:	/Leslye B. Davidson/
Date:	09/23/2013

Total Attachments: 22

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Registered at: S. I. E. DE SAINT DENIS NORD

On 19 June 2009, slip no. 2009/326, Box no. 19

Ext. 3481

Registration: €125 Penalties: €13

Total charged: one hundred and thirty-eight euros

Amount received: one hundred and thirty-eight euros

Agent

(Signature)

Jean Recavie

Agent

(Stamp)

PROPOSED PARTIAL CONTRIBUTION OF ASSETS

BY

ArcelorMittal Packaging SA

TO

ArcelorMittal Atlantique et Lorraine

From its

Flat steel packaging Production Division

operating at its plants in Basse-Indre (Loire-Atlantique) and Florange (Moselle)

May 2009

BETWEEN THE UNDERSIGNED

ArcelorMittal Packaging SA, a public limited company with capital of €45,968,805 with registered office at 1-5, rue Luigi Cherubini, 93200 Saint-Denis, registered with the Trade and Companies Register of Bobigny under number 722 047 099. (hereinafter "**AMP**")

represented by Messrs. Pedro Muniesa and Philippe Catherinot, duly authorised

FIRSTLY,

AND:

ArcelorMittal Atlantique et Lorraine, a simplified joint-stock company with capital of €200,037,000 with registered office at 1-5, rue Luigi Cherubini, F-93200 Saint-Denis, registered with the Trade and Companies Register of Bobigny under number 444 718 563 (hereinafter "**AMAL**")

represented by Messrs. Henri-Pierre Orsoni and Pierre-René Marie, duly authorised

SECONDLY,

THE FOLLOWING IS HEREBY AGREED:

The Chairmen of the **AMP** and **AMAL** Companies brought to the attention of their respective Boards of Directors and sole shareholder a proposed partial contribution of assets by the **AMP** Company in favour of the **AMAL** Company.

This contribution covers the full, complete and autonomous business line of flat carbon steel packaging operated by **AMP** at its plants in Basse-Indre and Florange.

This document outlines the main characteristics of the company making the contribution firstly, and the company accepting the contribution secondly, the reasons and goals of said contribution, the statements used to establish the conditions of the transaction and the valuation methods applied.

The appendices form an integral part of this contract.

A) CHARACTERISTICS OF THE COMPANIES CONCERNED

I - ArcelorMittal Packaging SA

The **ArcelorMittal Packaging SA** Company currently registered with the Trade and Companies Register of Bobigny under number 722 047 099, was registered for the first time on 22 August 1972.

Its purpose in mainland France, French overseas departments and territories, and in all foreign countries, on its behalf and in its name, or on behalf of third parties as an agent or broker, or via investment, is:

- the manufacture, processing and trading of tin and black iron, and more generally all products made of exposed, coated or printed steel intended for the manufacture of packaging, related and miscellaneous items;
- to perform all processing, finishing and packaging operations for said products;
- to perform all transit, consignment or charter operations;
- to acquire and dispose of all investments and securities and all buildings in transactions that may relate to the above activities or
- to undertake the management or leasing of all businesses and to create all institutions and companies required to perform these activities;
- investment in all existing or future companies, corporations, groups, joint ventures or associations, which may be related to the above purposes, by any means, specifically via contribution, subscription or purchase of securities or associated rights, the establishment of companies, groups, joint ventures or associations, mergers.
- and generally perform all civil and commercial acts and all commercial, industrial, investment, real estate, financial and other transactions directly or indirectly relating to the activities specified above.

The duration of the company is 99 years from the date of its registration in the Trade and Companies Register on 22 August 1972, unless extended or dissolved.

Its capital stands at €45,968,805, divided into 3,015,056 shares, all fully paid and of the same class.

II - ArcelorMittal Atlantique et Lorraine

The **ArcelorMittal Atlantique et Lorraine** Company was registered with the Trade and Companies Register on 24 December 2002 under number 444 718 563.

Its purpose, both in France and abroad, is:

- the manufacture, processing and trading of cast iron, steel, all metal products and all items made with them;
- the extraction, processing and trading of all ores, fuels and mineral products;
- the processing and trading of all by-products of the metallurgical or mining industry;

- all works, supplies and services, including but not limited to, the fields of mechanics, civil engineering, public works, electricity and electronics;
- the procurement, acquisition, sale or operation of all patents or licenses relating to the items referred to above;
- all industrial, commercial, financial, mining, real estate or securities transactions relating directly or indirectly to any of the purposes referred to above;
- investment in all existing or future companies, corporations, groups, joint ventures or associations, which may be related to the above purposes, by any means, specifically via contribution, subscription or purchase of securities or associated rights, the establishment of companies, groups, companies, joint ventures or associations, and mergers.

Its duration is 99 years from 24 December 2002.

Its capital stands at €200,037,000 divided into 20,003,700 shares of €10 each, fully paid and all of the same class.

III - Links between the two companies

a) Capital links

The capital of the **AMAL** Company is wholly owned by ArcelorMittal France, while that of **AMP** is 99.90% owned by ArcelorMittal France.

b) Common Directors

The companies have no directors in common.

B) REASONS FOR THE CONTRIBUTION

The purpose of this internal restructuring is to simplify structures; it will be followed by the full transfer of assets from **AMP** to **AM France**

C) STATEMENTS USED TO ESTABLISH THE CONDITIONS OF THE TRANSACTION

The entire business line in question is assessed at its net book value as reflected in the financial statements as at 31 December 2008. However, it is made clear that this transaction is retroactive to 1 January 2009.

D) DIVIDEND ELIGIBILITY DATE OF NEW SHARES

As consideration for the contributions, both Companies agreed to create new shares in the **AMAL** Company with dividend eligibility from 1 January 2009

IT WAS THUS AGREED AS FOLLOWS:

Article 1 - Purpose

Under the conditions precedent set out below, the **AMP** Company, represented by Messrs. Muniesa and Catherinot, contributes to the **AMAL** Company, represented by Messrs. Orsoni and Marie, which accepts all assets, rights and obligations described hereinafter, composing its complete, autonomous business line for steel production for packaging, that operates at its plants at Basse-Indre and Florange, as they stand on the completion date of the transaction.

Article 2 - Legal regime of the contribution

The partial contribution of assets referred to in these documents falls under the common law legal regime for contributions in kind.

Article 3 - Method used to assess contributions.

Contributions are valued based on the net book value of assets and liabilities belonging to the **AMP** Company, as reflected in the financial statements as at 31 December 2008.

Article 4 - Description and values of assets and liabilities contributed

I – Assets

The following are expressly excluded from the contribution:

- The Paris registered office of **AMP** located at 5 rue Luigi Cherubini, St. Denis
- the Tangible Assets on the Mardyck site
- The following subsidiary and investment securities:
 - ArcelorMittal Amballaj
 - ArcelorMittal Belgium
 - Siddiqsons
 - Shanghai Bao
 - Interfilières Matériaux
 - Safet
 - UPPIA

Those items not provided are listed in Appendix 3

The following are contributed:

A - Goodwill and other intangible assets

The intangible assets represent the portion of the industrial assets of the contributing company in terms of packaging activities operated by the **AMP** Company at its plants in Basse-Indre at Quai Langlois - Basse-Indre - 44610 Indre and in Florange at 17 avenue des Tilleuls — BP 7011 — 57191 Florange Cedex

Comprising:

- the intellectual property rights required to run the business and operating on the contribution date, for which the beneficiary company must bear all costs, fees or charges related to the operation, including the "License Agreement" signed on 8 February 2005 with the Toyo Kohan Co.
- the customer base and the right to appoint itself as successor in this portion of the business.
- the benefit and responsibility for payment of all agreements, treaties and contracts signed with third parties relating to the business contributed
- ongoing studies and contracts, as well as orders in progress, shipped orders and invoiced orders are expressly excluded from the contribution,

All of these intangible assets are contributed, for a total value of: €948,447.87
as more fully detailed in **Appendix 6**

B - Tangible assets

Tangible assets include:

- Land	€6,528,307.16
- Buildings	€3,606,668.00
- Technical facilities, equipment and industrial machinery	€128,343,107.39
- Other tangible and intangible assets in progress	€7,602,291.15

All these tangible assets are contributed, for a total value of: €146,080,373.70
as more fully detailed in **Appendices 5 and 8**

C - Financial assets

All financial assets are contributed, for a total value of: €69,908.70
as more fully detailed in **Appendix 10**

D - Current Assets

Current assets relating to the business contributed by **AMP** comprise:

Inventories and work in progress	€61,913,762.16
Advances and prepayments on orders	€43,820.71
Receivables (customers, related accounts and others)	€103,013,675.07
Liquid Assets	€47,245.68

All current assets are contributed, for a total value of: €165,018,503.52
as more fully detailed in **Appendices 11 and 12**

E - ACCRUALS - TRANSLATION ADJUSTMENTS

Prepaid expenses	€816,185.10
Accruals (charges to be allocated)	

TOTAL ASSETS CONTRIBUTED €312,933,418.99

II - RESPONSIBILITY FOR LIABILITIES OF THE AMP BUSINESS LINE

The contribution to **AMAL** is performed with responsibility falling on **AMAL** to pay the portion of **AMP** liabilities allocated to the financing of the contributed business line, as it stands on the contribution date by:

A - Provisions for risks and charges

Comprising

- Provisions for operating disputes	€194,113.00
- Provisions for financial risks	€170,000.00
- Other provisions for exceptional risks	€400,000.00
- Provisions for solvency risks	€17,909,960.99
- Provisions for pensions and retirement benefits	€35,517,868.20

as more fully detailed in **Appendix 16**

All provisions are contributed, for a total value of: €54,191,942.19

B - Financial Debt

Debts comprise:

- LT Group advance	€79,000,000.00
- ArcelorMittal Treasury current account	€15,164,138.75
- Other financial debts	€4,519,987.82

All financial debts are contributed, for a total value of: €98,684,126.57

as more fully detailed in **Appendix 15**

C - Operating debts

Operating debts comprise

Trade payables and related accounts	€81,418,513.00
Tax and social security debts	€31,624,423.63
Debts on real estate and related accounts	€2,227,469.17
Other operating debts	€12,333,244.99
Deferred income	€493,020.00

All operating debts are contributed, for a total value of **€128,096,670.79**
as more fully detailed in **Appendix 17**

TOTAL LIABILITIES COVERED: **€280,972,739.55**

V - OFF-BALANCE SHEET COMMITMENTS

Furthermore, it is made clear that the **AMAL** Company will benefit from all off-balance sheet commitments received by **AMP** in connection with the contributed business line and will assume responsibility for all commitments that the **AMP** company entered into in respect of said business line, as regards mortgages and equipment leases, or by deposits and approvals. The list of these commitments made or received as at 31 December 2008 is given in Appendix 13

VI - Net assets contributed

The designations and assessments above result in the following figures:

- Assets contributed by AMP :	€312,933,418.99
- Liabilities assumed by AMP :	€280,972,739.55
- NET ASSETS CONTRIBUTED stand at:	€31,960,679.44

Article 5 - Ownership and enjoyment of assets contributed

The **AMAL** Company shall take possession of the assets and rights transferred to it in respect of the partial contribution of assets on the contribution completion date by fulfilling the conditions set out at the end of this document and specifically its approval by the Ordinary and Extraordinary General Meeting of the **AMAL** Company, to be held on 29 May 2009. By express agreement, it is stipulated that the contribution is made retroactively on 1 January 2009.

Article 6 - Costs and general terms and conditions of contributions

These contributions are made in accordance with the obligations and conditions of use and law in such matters, and in particular, under the following terms which Messrs. Orsoni and Marie, as representatives of the **AMAL** Company, bind it to accomplish and perform, namely:

AMAL shall accept the assets and rights transferred to it, including all tangible and intangible items, such as furnishings and equipment, in the condition in which they are found on the contribution completion date, and it shall not be able to raise any claims for any reason whatsoever.

It shall purely and simply replace **AMP** in terms of all **AMP** rights and obligations, and **AMP** does not seek to provide any guarantees other than those it owns.

As regards the assets and other property rights transferred to it, it shall accept said assets and rights in the condition in which they are found when ownership is transferred, and it shall not be able to exercise any remedy or recovery against the Company.

AMAL shall execute all treaties, contracts and agreements reached with any third parties, with respect to the use of the assets and rights transferred to it, and shall personally ensure the continuation and termination of all subscriptions of any kind.

AMAL cannot claim damages from **AMP**, in the event that a contractual partner should refuse to transfer certain assets, agreements or contracts of any kind.

It shall be obliged to continue them until expiry, or to terminate, at its own expense, all insurance policies and subscriptions to water, gas, electricity and telephone and others relating to the assets transferred.

It shall be purely and simply subrogated in all rights, shares, mortgages, preferential rights and registrations that may be attached to the receivables included in the contributions.

AMAL shall be subrogated to the enjoyment or levying of all rights, contracts, treaties, agreements, and deals validly linking the Contributing Company to any third parties for the operation of the business line, and subrogated to the enjoyment or levying of all authorisations or administrative permissions related to the business transferred.

AMAL will be personally responsible for obtaining the approval by any third parties of such subrogation. For its part, **AMP** commits wherever necessary to undertake the procedures for the transfer of these contracts.

From the date of its entry into possession, **AMAL** shall bear and settle all taxes, contributions, rents, duties, taxes, insurance premiums and payments and subscription fees, and it will assume responsibility for the payment of all other existing or future expenses of any kind, whether ordinary or extraordinary, that fall due or shall fall due to the contributed Business Line, such that **AMP** shall not be sought or harassed in this respect.

AMAL shall comply with all laws, decrees, orders, rules and customs in respect of operations of the type to which the assets and transferred rights belong, and it shall be personally responsible for such authorisations as may be required, all at its own risk.

AMAL shall be deemed to have acquired those liabilities transferred at the same time as the **AMP** contributions, according to the terms and conditions under which said liabilities are or shall become payable.

AMAL must comply specifically with the legislation in force concerning:

- Water pollution
- Air pollution
- Noise abatement
- Establishments classified as dangerous, unhealthy and uncomfortable.

To this end, the company receiving the contributions states that it is most familiar with the constraints, condition, charges and characteristics of the contributed assets, including the land, in terms of combating pollution, hazards and environmental protection.

At the first request made by **AMAL**, **AMP** shall cooperate in the drafting of any additional deeds, amendments, reiterative deeds or confirmatory deeds in respect of this contribution, and provide such supporting evidence as may be necessary to ensure the regular transfer of the contributed assets.

For his part, Mr. Pedro Muniesa, acting in his official capacity, requires **AMP** to provide **AMAL** with all information which the latter may need, to provide all signatures and give all practical assistance to ensure, in respect of any party, the successful transfer of the assets and rights included in the contributions and the full effect of these agreements.

In addition, **AMP** commits to hand over and deliver, immediately on completion of these contributions, all assets and rights contributed above, and all securities and documents of any kind related thereto.

SPECIAL CONDITIONS

As regards the rights and property contributions made, **AMAL** shall accept said assets and rights in the condition in which they are found when possession occurs, and it shall not be able to exercise any remedy or recovery against **AMP**, in particular regarding the condition of the buildings that comprise the contributed assets, as well as any vices of any kind, whether visible or hidden, or finally the designation or capacities indicated. Any positive or negative error in designation or difference in capacity must be accepted or borne by the **AMAL** Company.

On behalf of the **AMAL** Company, Mr. Henri-Pierre Orsoni certified that he was familiar with the various easements affecting the buildings forming part of the contributed business line.

Within the scheduled timeframe, **AMAL** shall perform the disclosure formalities prescribed by law relating to the assets and rights referred to in this contribution agreement. Specifically, it will publish the property rights and assets arising from these documents in the appropriate Office of Mortgages or Land Register. To this end, this contribution agreement, or an extract of this agreement, and all subsequent acts that may relate to it, shall be filed in the minutes of Mr. Gaston Gangloff, Notary in Florange, with acknowledgement of entries and signatures, to ensure said agreement acquires all the effects of an authentic notarial deed, as if it had been correctly drafted in notarial form.

The contribution made to **AMAL** of **AMP**'s property assets is subject to the non-exercise by the receiving party of its right of first refusal, in respect of which all notifications will be made as standard if required.

In the event that this right is exercised, the contribution by rights would retroactively concern the selling price of the asset in question.

Article 7 - Labour Aspects

- EMPLOYMENT CONTRACTS

Pursuant to Article L. 1224-1 (formerly Article L. 122-12) of the Labour Code, **AMAL** will permanently assume responsibility for income or levies resulting from all employment contracts pertaining to the “steel production for packaging” business line at the AMP Basse-Indre and Florange plants (those in Paris will be assumed by AM France) to enable staff to specifically retain their seniority and acquired rights and benefits (staff list in Annex 18)

As a result:

- **AMAL** will replace **AMP** in all rights and obligations that may arise for the latter company from said employment contracts (including related rights and obligations that may arise specifically from loans to employees or guarantee commitments made in respect of third parties at the request of a number of them).
- **AMAL** will assume responsibility for those pension and provident schemes to which employees pertaining to the business line are affiliated.

- COLLECTIVE BARGAINING AGREEMENTS

- COLLECTIVE AGREEMENT:

Since the ‘Steelworking Collective Agreement’ is applicable to manual workers and managerial staff of ArcelorMittal Atlantique et Lorraine, it will continue to apply to the transferred manual workers and managerial staff from ArcelorMittal Packaging Florange.

The Basse-Indre plant, which will retain its status as a plant within ArcelorMittal Atlantique et Lorraine after the contribution transaction, will continue to apply the Loire Atlantique ‘Metallurgy Collective Agreement’ for manual workers and managerial staff.

Since the French National Collective Bargaining Agreement for Metallurgy Engineers and Executives is applicable to ArcelorMittal Atlantique et Lorraine, it will continue to apply to transferred Engineers and Executives from the ArcelorMittal Packaging plants in Basse-Indre and Florange.

- ARCELORMITTAL GROUP AGREEMENTS:

Similarly, because the ArcelorMittal Group agreements (in particular CAP 2013, GPEC and Group Savings Plan) are applicable within both the ArcelorMittal Packaging plants in Basse-Indre and Florange and within ArcelorMittal Atlantique et Lorraine, these will continue to apply to transferred employees.

- AMP COMPANIES AGREEMENTS:

The collective agreements signed in respect of the ArcelorMittal Packaging company will automatically be called into question in the Basse-Indre and Florange plants when these plants are contributed to ArcelorMittal Atlantique et Lorraine pursuant to Article L. 2261-14 of the aforementioned Labour Code. Only the agreement of 12 April 2000 on central union representatives is concerned. The incentive and profit-sharing agreements benefit from a specific scheme, which is dealt with later in this document.

- BASSE-INDRE AND FLORANGE PLANT AGREEMENTS

As regards the future of plant-based collective agreements, we must distinguish the situation of the Basse-Indre ArcelorMittal Packaging plant, which will retain its status as a plant within ArcelorMittal Atlantique et Lorraine, from that of the Florange ArcelorMittal Packaging plant, which will be fully absorbed into the Florange ArcelorMittal Atlantique et Lorraine plant.

As such, the Basse-Indre plant-based agreements will not be automatically called into question, and thus will continue to have effect after this plant is contributed to ArcelorMittal Atlantique et Lorraine.

However, the plant-based agreements for Florange ArcelorMittal Packaging will be called into question under the same conditions as the company agreements pursuant to Article L. 2261-14 of the aforementioned French Labour Code.

- INCENTIVE AND PROFIT-SHARING AGREEMENTS:

Incentive and Profit-Sharing agreements are not subject to Article L. 2261-14 of the Labour Code, but benefit from a specific scheme.

Thus, if a change were to occur in the legal position of the company due to merger, sale or demerger rendering impossible the application of an incentive or profit-sharing agreement, then the Agreement would cease to have effect between the new employer and the staff of the company transferred.

As regards the profit-sharing agreement, given that it is an ArcelorMittal Group agreement, employees from the transferred plants will continue to benefit from the same profit-sharing agreement.

As regards the incentive agreement signed at company level, the contribution of the ArcelorMittal Packaging plants in Basse-Indre and Florange to ArcelorMittal Atlantique et Lorraine, renders application of said agreement impossible, and as such, said agreement will cease to have effect on the contribution completion date, i.e. 31 May 2009.

In addition, the employees transferred will immediately benefit from the provisions of the ArcelorMittal Atlantique et Lorraine agreement.

- SUPPLEMENTARY RETIREMENT AND PROVIDENT SCHEMES:

- SUPPLEMENTARY RETIREMENT SCHEME

Regarding the supplementary retirement scheme, those employees transferred from the ArcelorMittal Packaging plants in Basse-Indre and Florange will continue to be covered by the supplementary pension schemes in effect in these plants. The distribution of employer-employee contribution rates will remain unchanged. To this end, ArcelorMittal Atlantique et Lorraine will assume responsibility for the obligations of the ArcelorMittal Packaging establishments in Basse-Indre in connection with the funds in question.

- PROVIDENT SCHEME

Transferred employees will continue to be covered by the provident schemes in effect in these plants. The distribution of employer-employee contribution rates will remain unchanged.

ArcelorMittal Atlantique et Lorraine will assume responsibility for the obligations of the Basse-Indre and Florange plants with the appropriate provident organisations.

With more specific regard to the ArcelorMittal Packaging plant in Florange, in view of its absorption by the ArcelorMittal Atlantique et Lorraine plant, the supplementary pension schemes and provident schemes will be subject to negotiations aimed at standardising and adapting the applicable schemes.

Article 8 - AMP consideration for contributions - AMAL capital increase - Share premium

Creation of new shares

a) Capital increase in the AMAL Company

In consideration of its contribution, the **AMP** Company will be compensated by the allocation of 445,500 fully paid-up shares of €10 each, to be created by the **AMAL** Company, thus increasing its capital by the sum of €4,455,000, taking it from €195,582,000 to stand at €200,037,000.

b) Creation of new shares

These 445,500 new shares will be eligible for dividends from 1 January 2009. They will be identical in all aspects to existing shares, will benefit from the same rights and bear the same charges, including any withholding tax, in such a way that all shares of the same nature, without distinction, will entitle the holders to the payment at the same net amount when any distributions or repayments are made during the term of the Company or upon its liquidation.

They will be tradable from the contribution date, i.e. 29 May 2009.

III - Share premium

The difference between the net value of the partial asset contribution made by **AMP** and the nominal value of shares effectively created via capital increase by the **AMAL** Company will represent a share premium of €27,505,679.44

The share premium may be allocated in any way according to the principles in force as decided by the general meeting of shareholders. At the **AMAL** Extraordinary General Meeting, a proposal will be made to approve the proposed contribution agreement and to authorise the Board of Directors to make any necessary deductions from the share premium to replenish the liabilities of the company and the existing regulatory provisions on the **AMP** balance sheet, and to charge all fees, duties and taxes incurred or accrued during the contribution transaction to the merger premium.

Article 9 - Conditions Precedent

The aforementioned asset contribution and the capital increase of the **AMAL** Company will not become final until such time as the following conditions precedent have been lifted:

- Approval by the sole shareholder of the **AMAL** Company for this proposed partial asset contribution.

If the aforementioned conditions are not met by 30 October 2009, then this partial asset contribution agreement will be considered null and void, with no compensation due to either party.

Article 10 – Tax regime

I - Corporation tax

The undersigned, in their official capacities on behalf of each of the companies they represent, certify that they submit this partial asset contribution under the taxation scheme for mergers and similar transactions scheduled under Article 210 A of the French General Tax Code in application of the provisions of Article 210 B of the Tax Code, insofar as the business contributed represents a full and complete business consignment line, within the meaning of Article 210 B and given the commitments made in this Act, in accordance with Articles 210 A and 210 B of the Tax Code.

As a result, the **AMP** Company, as the contributing company, makes the following commitments:

- to hold the securities received in exchange for the contribution for the period scheduled by Article 210 B of the Tax Code;
- to calculate subsequently the gains from the sale of these securities referring to the value that the contributed assets had, from a tax point of view, in its own records.

The **AMAL** Company, as the company receiving contributions, along with its representative, in his/her official capacity, makes the following commitments as required under the provisions of Article 210 of the Tax Code;

- to record as a liability on its ledgers those provisions for which taxation is deferred, relating to the business line thus contributed;
- to replace **AMP** in terms of the reintegration of results achieved relating to the Business Line in question, for which tax has been deferred by the latter;
- to calculate the capital gains subsequently made upon the sale of non-depreciable fixed assets received as a contribution according to the value of said assets, for tax purposes, in **AMP** entries;
- given that the contribution is made on the basis of net book values, to record on its balance sheet the accounting entries made by **AMP** (original value, amortization, impairment charges) and to continue to calculate depreciation using the original value of the assets as per the entries of the acquired company;
- to include on their balance sheet those items other than fixed assets at the value they had for tax purposes, in **AMP** entries; otherwise, to include in their results for the year in which this partial asset contribution is made, the profit corresponding to the difference between the new value of these items and their value for tax purposes in **AMP** entries.

II - Registration

This project will be subject to registration formalities.

The undersigned, acting in their official capacity on behalf of the company they represent, declare that this partial asset contribution falls under the duties scheduled in accordance with Article 816 of the Tax Code, as well as Articles 817 and 301 E of Annex II of the Tax Code, insofar as the contributed business represents a full, autonomous business line within the meaning of Articles 210 B and 301 E of Annex II of the Tax Code.

As a result, these formalities will give rise to the payment of the single fixed duty of €500 as scheduled under Articles 817 and 817A of the Tax Code.

III - Reporting requirements

The undersigned, acting in their capacity and on behalf of the companies they represent, expressly commit:

- to append to the statements made by the **AMP** and **AMAL** Companies, the summary of tax values under section 54f of the General Tax Code,
- in respect of the **AMAL** Company, to hold the special register of capital gains scheduled under the aforementioned section 54f.

IV - Value-added tax

In order to apply Article 257a of the Tax Code, the **AMAL** Company declares that it intends to operate the universal property transferred by **AMP** in relation to the contribution of the Business Line and, where appropriate, to sell inventories, and not simply liquidate the business in question. As a result, the deliveries of assets, provision of services and the operations described in paragraphs 6 and 7 of Article 257 of the Tax Code made between parties liable to pay VAT are exempt from VAT during the contribution.

In accordance with the order of 20 March 2006 (BOI 3 A-6-06), since it is deemed to continue the person of **AMP**, the **AMAL** Company must, where applicable, settle the rights to deduction and taxation on sales or deliveries to itself that may fall payable after the contribution of the Business Line, which would in principle have fallen to **AMP** had said company continued to operate its universal property itself.

In addition, **AMP** and the **AMAL** Company agree to outline the total sums exclusive of tax for the transfer on the VAT return submitted in respect of the period during which it is made.

V - Other Provisions

A - Responsibility for tax liabilities

As appropriate, the **AMAL** Company, and its representative, acting in his/her capacity when required, assumes responsibility for the surplus and/or liability in respect of all tax commitments relating to the assets contributed under this contribution agreement that may have previously been subscribed by **AMP** in connection with transactions benefiting from a favourable tax regime in terms of registration fees, corporation tax or turnover tax.

B - Other taxes

The **AMAL** Company shall be subrogated to all the rights and obligations of **AMP** in respect of other tax relating to the contributed Business Line that are not expressly described in this agreement.

Article 11 - Employer Participation in the construction effort

Regarding the application of the provisions of Articles 235a of the General Tax Code and 163 of Annex II of said Code, **AMAL** commits to ensuring the payment or investment of the premium on the amount of wages paid by the Contributing Company in respect of transferred employees, insofar as this contribution has not been paid or invested.

Likewise, the Company receiving the contribution will be subrogated in the enjoyment of any surplus income which the Contributing Company may have made as part of employer participation in the construction effort in respect of transferred employees. **AMAL** agrees to post on its balance sheet those investments made, and to comply with the obligations that may fall upon the Contributing Company as a result.

Article 12 - Miscellaneous Statements

Mr. Pedro Muniesa, in his capacity, states that:

- 1) The **AMP** Company is the owner of the assets and business contributed
- 2) The assets contributed are not encumbered by any registration whatsoever and more specifically, by any vendor's or secured creditor's preferential rights. Lest there be any registration, Mr. Pedro Muniesa, acting in his capacity, commits to ensure release from said registration within three months.
- 3) The duly stamped accounting ledgers, items, and accounts of the **AMP** Company regarding contributed asset items will be subject to extraction and inventory, which will then be delivered to the **AMAL** Company: these ledgers will be made available to the **AMAL** Company for a period of three years upon completion of the contribution.
- 4) Revenues excluding tax and profits made by operating the business line were as follows:

Year	Revenues	Operating income
2006	€905,012,204.04	-€38,796,973.01
2007	€847,487,728.96	-€16,907,265.03
2008	€786,193,325.56	€2,101,136.37

- 5) Within the appropriate legal timeframe, the **AMAL** Company will complete all legal publication formalities regarding contributions made by the **AMP** Company.

- 6) This proposed partial asset contribution will be published pursuant to the appropriate law. Should they arise, any objections shall be brought before the Commercial Court of Bobigny, which shall pass judgement.
- 8) The **AMAL** Company shall personally make the declarations and formalities necessary in all jurisdictions required of it, to ensure the assets contributed are recorded in its name.
- 9) The **AMAL** Company shall also be personally responsible for any services it may be obliged to render in accordance with Article 1690 of the Civil Code to the debtors of contributed receivables.
- 10) The **AMAL** Company shall in general undertake all the formalities required to render the transfer of property and rights contributed to it effective against third parties.

Article 13 - Costs

All costs, duties and fees, such as contributions to auditors, legal and real estate publicity, registration etc. which may precede the opening of contributions, as well as all costs incurred subsequently and in consequence, shall be borne in equal measure by **AMP** and **AMAL**.

Article 14 - Election of Domicile

In execution of these documents and their results, for all services and notifications, the representatives of the Companies in question, in their respective capacities, elect domicile at the registered offices of said Companies.

Article 15 - Powers

All powers are given to the holder of an original or a copy of these documents to fulfil all formalities and make all relevant statements, deposits, publications or other duties.

Produced in Saint Denis
13 May 2009
In 8 copies

AMP

AMAL

Philippe Catherinot - Pedro Muniesa
(signature) (signature)

Pierre-René Marie - Henri-Pierre Orsoni
(signature) (signature)

APPENDIX 6

01/04/2009 Statement of ArcelorMittal PACKAGING trademarks

Trademark	Country	WIPO	Classes	Applic number	App date	Reg number	Reg date	Status	Sub status
CREASTEEL	France	No	6, 10, 21	04 3 289 064	30/04/2004	04 3 289 064	30/04/2004	Registered	(None)
CREASTEEL	European Union	No	6, 10, 21	003 839 289	30/04/2004	003 839 289	30/04/2004	Registered	(None)
CREASTEEL	WIPO	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None)
CREASTEEL	United States	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	Published
CREASTEEL	Ukraine	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None)
CREASTEEL	Turkey	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None)
CREASTEEL	Switzerland	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None)
CREASTEEL	Russian Federation	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None)
CREASTEEL	Romania	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None)
CREASTEEL	Norway	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None)
CREASTEEL	Morocco	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None)
CREASTEEL	Egypt	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None)
CREASTEEL	Croatia	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None)
CREASTEEL	China (People's Republic of)	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None)
CREASTEEL	Bulgaria	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None)
CREASTEEL	Belarus	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None).
CREASTEEL	Australia	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None)
CREASTEEL	Algeria	Yes	6, 10, 21	854 850	07/10/2004	854 850	07/10/2004	Registered	(None)
logo STEELIUM	Taiwan	No	6	91 006 749	22/02/2002	1 034 751	01/03/2003	Registered	(None)
logo STEELIUM	Taiwan	No	20	91 019 487	16/05/2002	1 044 329	16/05/2003	Registered	(None)
logo STEELIUM	Taiwan	No	21	91 006 750	22/02/2002	1 019 577	16/10/2002	Registered	(None)
logo STEELIUM	France	No	6, 21, 38	01 3 119 568	05/09/2001	01 3 119 568	05/09/2001	Registered	(None)

Trademark	Country	WIPO	Classes	Applic number	App date	Reg number	Reg date	Status	Sub status
logo STEELIUM	Brazil	No	6	824 400 887	26/02/2002	824 400 887	24/07/2007	Registered	Published
logo STEELIUM	Brazil	No	21	824 400 895	26/02/2002	824 400 895	10/07/2007	Registered	Published
logo STEELIUM	WIPO	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	United Kingdom	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Ukraine	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Turkey	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Spain	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Slovenia	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Slovak Republic	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Russian Federation	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Romania	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Portugal	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	DU filed
logo STEELIUM	Poland	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Japan	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Italy	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Ireland	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None).
logo STEELIUM	Hungary	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Germany	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Egypt	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Czech Republic	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	China (People's Republic Of)	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	Benelux	Yes	6, 21, 38	782 527	25/02/2002	782 527	25/02/2002	Registered	(None)
logo STEELIUM	United States	No	6, 21	76/441 671	15/08/2002	2 766 523	23/09/2003	Registered	(None)
MALEIS	Mexico	No	21	558 744	26/07/2002			Pending Registration	Accepted by TMOoffice
MALEIS	Mexico	No	6	558 743	31/07/2002	769 515	22/11/2002	Registered	(None)

Trademark	Country	WIPO	Classes	Applic number	App date	Reg number	Reg date	Status	Sub-status
MALEIS	France	No	6, 10, 21	02 3 148 117	15/02/2002	02 3 148 117	15/02/2002	Registered	(None)
MALEIS	European Union	No	6, 10, 21	002 822 971	01/08/2002	002 822 971	01/08/2002	Registered	(None)
MALEIS	Canada	No	6, 21	1 148 304	29/07/2002	610 515	17/05/2004	Registered	(None)
MALEIS	Brazil	No	21	824 840 178	01/08/2002	824 840 178	31/07/2007	Registered	Published
MALEIS	Brazil	No	6	824 840 160	01/08/2002	824 840 160	31/07/2007	Registered	(None)
MALEIS	WIPO	Yes	6, 10, 21	790 472	29/07/2002	790 472	29/07/2002	Registered	(None)
MALEIS	Ukraine	Yes	6, 10, 21	790 472	29/07/2002	790 472	29/07/2002	Registered	(None)
MALEIS	Turkey	Yes	6, 10, 21	790 472	29/07/2002	790 472	29/07/2002	Registered	(None)
MALEIS	Slovenia	Yes	6, 10, 21	790 472	29/07/2002	790 472	29/07/2002	Registered	(None)
MALEIS	Slovak Republic	Yes	6, 10, 21	790 472	29/07/2002	790 472	29/07/2002	Registered	(None)
MALEIS	Serbia (Republic of)	Yes	6, 10, 21	790 472	29/07/2002	790 472	29/07/2002	Registered	(None)
MALEIS	Russian Federation	Yes	6, 10, 21	790 472	29/07/2002	790 472	29/07/2002	Registered	(None)
MALEIS	Poland	Yes	6, 10, 21	790 472	29/07/2002	790 472	29/07/2002	Registered	(None)
MALEIS	Morocco	Yes	6, 10, 21	790 472	29/07/2002	790 472	29/07/2002	Registered	(None)
MALEIS	Montenegro (Republic of)	Yes	6, 10, 21	790 472	29/07/2002	790 472	29/07/2002	Registered	(None)
MALEIS	Lithuania	Yes	6, 10, 21	790 472	29/07/2002	790 472	29/07/2002	Registered	(None)
MALEIS	Hungary	Yes	6, 10, 21	790 472	29/07/2002	790 472	29/07/2002	Registered	(None)
MALEIS	Egypt	Yes	6, 10, 21	790 472	29/07/2002	790 472	29/07/2002	Registered	(None)
MALEIS (graphic)	France	No	6, 10, 21	02 3 148 116	15/02/2002	02 3 148 116	15/02/2002	Registered	(None)
aerosol model	European Union	No		000 118 393-0001	19/12/2003	000 118 393	06/04/2004	Registered	(None)
STEELIUM	Taiwan	No	20	91 009 629	15/03/2002	1 039 174	01/04/2003	Registered	(None)
STEELIUM	Taiwan	No	21	91 000 332	04/01/2002	1 013 411	01/09/2002	Registered	(None)
STEELIUM	Taiwan	No	6	91 000 331	04/01/2002	1 036 456	16/03/2003	Registered	(None)
STEELIUM	France	No	6, 21, 38	01 3 112 704	20/07/2001	01 3 112 704	20/07/2001	Registered	(None)
STEELIUM	Brazil	No	6	824 277 864	18/01/2002			Pending Registration	Provisional Refusal
STEELIUM	Brazil	No	21	824 277 872	18/01/2002	824 277 872	26/06/2007	Registered	(None)

Trademark	Country	WIPO	Classes	Applic number	App date	Reg number	Reg date	Status	Sub status
STEELIUM	WIPO	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	United Kingdom	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Ukraine	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Turkey	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Spain	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Slovenia	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Slovak Republic	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Russian Federation	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Romania	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Portugal	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Poland	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Japan	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Italy	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Ireland	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Hungary	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Germany	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Egypt	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Czech Republic	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	China (People's Republic Of)	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM	Benelux	Yes	6, 21, 38	777 270	04/01/2002	777 270	04/01/2002	Registered	(None)
STEELIUM +logo	United States	No						Pending Application	
STEELIUM +logo	Mexico	No	21	915619	21/02/2008	1062771	26/09/2008	Registered	(None)
STEELIUM +logo	Mexico	No	6	915618	21/02/2008	1062770	26/09/2008	Registered	(None)
STEELIUM +logo	France	No	6, 21, 38	01 3 119 569	05/09/2001	01 3 119 569	05/09/2001	Registered	(None)

These documents were collated by:

Mr. François Lejeune, the notary undersigned, and a partner in the private professional company "François Lejeune, notary, member of a private professional company holding a notarial office" with registered office at 37-39 rue Boissière, F-75016 Paris,

On the original document comprising the above content,

Represented by Ms Ariane Bleuez, residing at 1-5 rue Luigi Cherubini, Saint-Denis (Seine-Saint-Denis), also the registered office of the 'ArcelorMittal France' limited company.

To whom this original was immediately returned.

Prepared at the notarial office, 37-39 rue Boissière, Paris.

On the twenty-second day of February
TWO THOUSAND AND TEN.

COLLATED COPY comprising twenty-two pages, created using authorised equipment.

The sheets of this collated copy are bound using a method preventing any substitution or addition (said method comprises two rivets and blue plastic tape).

As a result, they were not initialled by the notary, pursuant to Article 15 of Decree No. 71-941 of 26 November 1971.

(Signature)

(Stamp)