

EXHIBIT F

BARZEL INDUSTRIES CANADA INC.

830 South Service Road,
Stoney Creek, Ontario
L8E 5M7

As of December 2, 2009

Barzel Finco Inc.
c/o Day Seckler LLP
300 Westage Business Park Center Drive
Suite 160
Fishkill, NY 12524

The Bank of New York Mellon (as successor to
The Bank of New York), as Trustee
101 Barclay Street
Corporate Finance Unit - Floor 8W
New York, NY 10286
Attention: Christopher Greene

JPMorgan Chase Bank, N.A., as Noteholder
277 Park Avenue, 8th Floor
New York, New York 10172
Attention: Douglas Jenks

CIBC World Markets Corp., as Noteholder
425 Lexington Avenue
New York, NY 10017
Attention: Lindsay Gordon

RE: PAYMENT BY BARZEL CANADA TO NOTEHOLDERS

Dear Sirs and Madams:

Reference is made to (a) the Intercompany Note, dated November 15, 2007, made by Barzel Industries Canada Inc. f/k/a Novamerican Steel Canada Inc. f/k/a Novamerican Steel Inc., a Canadian corporation ("Barzel Canada"), in favor of Barzel Finco Inc. f/k/a Novamerican Steel Finco Inc., a Delaware corporation ("Finco"), in the principal amount of US\$117,200,000 (the "\$117.2M Note"), (b) the Intercompany Note, dated November 15, 2007, made by Barzel Canada in favor of Barzel Finco in the principal amount of US\$7,800,000 (the "\$7.8M Note"; together with the \$117.2M Note, the "Intercompany Notes"), and (c) the Indenture dated as of November 15, 2007, as amended by the First Supplemental Indenture dated as of December 3, 2007 and the Second Supplemental Indenture dated as of February 11, 2009 (as so amended, the "Indenture"), among Barzel Industries Inc. f/k/a Novamerican Steel Inc., a Delaware corporation,

as a Guarantor (the "Company"), Barzel Finco as Issuer, the Subsidiary Guarantors party thereto, The Bank of New York Mellon (as successor to The Bank of New York), as Trustee and Collateral Agent, and BNY Trust Company of Canada, as Canadian Collateral Agent. Unless otherwise indicated herein, capitalized terms used but not defined herein have the meanings given to them in the Intercompany Notes or the Indenture.

This side letter is being entered into in connection with the making of a payment under the Intercompany Notes by or on behalf of Barzel Canada to Barzel Finco or a designee thereof of an amount to be determined (the "Intercompany Payment") and the subsequent payment of such monies by or on behalf of Barzel Finco or a designee thereof to the Trustee for the benefit of the Noteholders (the "Subsequent Payment" and collectively, the "Payments").

The parties hereto hereby (a) acknowledge that (i) the third paragraph of the Intercompany Notes provides that on the commencement of any bankruptcy or liquidation or similar proceeding of any jurisdiction relating to Barzel Canada, all amounts owed by Barzel Canada to Barzel Finco shall become immediately due and payable without presentment, demand, protest or notice of any kind whatsoever in connection with the Intercompany Notes, (ii) Barzel Canada commenced such a proceeding on September 15, 2009, so that the amounts owed by Barzel Canada under the Intercompany Notes are now due and payable, and (iii) an Event of Default specified in Section 6.01(7) and/or (8) of the Indenture with respect to Barzel Finco has occurred, and the principal of and interest on all the Securities has become and is immediately due and payable without any declaration or other act on the part of the Trustee or any Holders, and (b) agree that (i) because the debt under the Intercompany Notes has been accelerated, the Intercompany Payment is not a prepayment under the Intercompany Note for purposes of Section 3(b) thereof, (ii) because the debt under the Securities has been accelerated, the conditions for repayment of the Intercompany Loan referred to in Sections 4.15(d) and (e) of the Indenture do not apply to the Intercompany Payment, (iii) because the principal balance on the Intercompany Notes exceeds the amount of the Intercompany Payment (and the principal balance on the Securities exceeds the amount of the Subsequent Payment), each of the Payments shall be deemed a return of principal, (iv) Barzel Canada may make, or direct the making of, the Intercompany Payment directly to the Trustee for the benefit of the Holders, in which case Barzel Finco or its designee would not need to make the Subsequent Payment to the Trustee (and Barzel Finco's execution of this letter constitutes its authorization for Barzel Canada to make, or direct the making of, the Intercompany Payment directly to the Trustee for the benefit of the Holders), and (v) the foregoing transactions may be consummated notwithstanding anything to the contrary that may be contained in Section 4.15(c)(iv) of the Indenture.

[remainder of page intentionally left blank]

Very truly yours,

BARZEL INDUSTRIES CANADA INC.,

By: _____
Name: G. Wayne Day
Title: Chief Restructuring Officer

AGREED:

BARZEL FINCO INC.,

By: _____
Name: G. Wayne Day
Title: Chief Restructuring Officer

THE BANK OF NEW YORK MELLON, as Trustee,

By: _____
Name:
Title:

Noteholders:

JPMORGAN CHASE BANK, N.A.,

By: _____
Name:
Title:

CIBC WORLD MARKETS CORP.,

By: _____
Name:
Title:

EXHIBIT G

REIMBURSEMENT AGREEMENT

THIS AGREEMENT made as of this ●th day of December, 2009.

AMONG:

BARZEL INDUSTRIES CANADA INC.

(the “Company”)

AND

DELOITTE & TOUCHE INC. in its capacity as Monitor of the Company, and not in its personal capacity

(the “Monitor”)

AND

JPMORGAN CHASE BANK, N.A. and CIBC WORLD MARKETS CORP.

(collectively, the “**Holder**s”)

RECITALS

A. On or about November 15, 2007, Barzel Finco Inc., the direct U.S. parent of the Company (“**Barzel Finco**”) issued \$315 million of 11.5% senior secured notes due in 2015 (the “**Notes**”) pursuant to an indenture dated November 15, 2007. Two thirds of the Notes are held by JPMorgan Chase Bank, N.A. (“**JPM**”) and one-third of the Notes are held by CIBC World Markets Corp. (“**CIBC**”);

B. Of the gross proceeds from the issuance of the Notes, \$125 million was loaned by Barzel Finco to the Company as evidenced by two intercompany demand promissory notes from the Company totalling \$125 million (collectively, the “**Intercompany Promissory Notes**”). The obligations of the Company under the Intercompany Promissory Notes are secured by all present and after-acquired property of the Company pursuant to a Canadian collateral agreement dated November 15, 2007, and a charge/mortgage of land dated November 16, 2007, (collectively, the “**Intercompany Notes Collateral Documents**”). The Intercompany Notes and the Intercompany Notes Collateral Documents were in turn pledged (and a security interest granted therein) by Barzel Finco to the Holders to secure the obligations under the Notes;

C. JPM and CIBC Inc. (collectively, the “**ABL Lenders**”, together with the Holders, the “**Secured Lenders**”), the Company and Barzel Finco are parties to a credit agreement dated as of November 15, 2007, as amended (the “**ABL Credit Agreement**”) pursuant to which the ABL Lenders extended to the Company and Barzel Finco a five (5) year secured revolving credit

facility of up to \$175 million (the “**ABL Facility**”). The ABL Facility is guaranteed by certain U.S. affiliates of the Company. The Company’s borrowings under the ABL Facility are guaranteed by 632422 N.B. Ltd. (“**632422**”) pursuant to a guarantee and collateral agreement dated as of November 15, 2007 (the “**Canadian Guarantee and Collateral Agreement**”). The Company granted a security interest in its assets to secure its obligations under the ABL Credit Agreement;

D. On September 15, 2009, the Company commenced proceedings (the “**CCAA Proceedings**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an Order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) and Deloitte & Touche Inc. was appointed Monitor of the Company in the CCAA Proceedings;

E. Pursuant to an Order of the Court made on November 12, 2009, the Monitor was authorized to hold the proceeds of the sale of substantially all of the assets of the Company and its U.S. affiliates that were allocated to the Canadian operations (the “**Canadian Proceeds**”);

F. The Company will be seeking an Order of the Court (the “**Distribution Order**”) authorizing and directing the Monitor to pay \$[●] to the trustee for the Notes (the “**Trustee**”) on behalf of the Holders, being a portion of the amounts owing by the Company under the Intercompany Promissory Notes (the “**Distribution**”).

G. While the Monitor will hold back \$500,000 of the Canadian Proceeds (the “**Reserve**”) for the purposes of covering “known” estimated remaining outstanding Claims, the ultimate quantum of all Claims cannot be known for certain and there may be Claims that are not currently known;

H. In consideration for receiving the benefit of the Distribution, the Holders have agreed to reimburse the Company and any successor to the Company including a trustee in bankruptcy, receiver, receiver and manager or an interim receiver appointed in respect of the Company (collectively, the “**Requesting Party**”) in accordance with the terms of this Agreement.

IN CONSIDERATION of the premises, the covenants set forth herein and other valuable consideration (the receipt and sufficiency of which each of them acknowledges), the parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 The Recitals set forth herein are true and correct.

1.2 In this Agreement (including the Recitals hereto), unless the contrary is stated or the context or subject matter otherwise dictates:

“**Agreed Rate**” means [NTD: To be discussed].

“**Applicable Percentage**” means ●% with respect to JPM and ● % with respect to CIBC.

“Business Day” means any day of the week except a Saturday, Sunday or statutory or civic holiday observed in Toronto, Ontario or New York, New York.

“Canadian Proceeds” has the meaning set out in the Recitals.

“CCAA” has the meaning set out in the Recitals.

“CCAA Proceedings” has the meaning set out in the Recitals.

“CIBC” has the meaning set out in the Recitals.

“Claim” or **“Claims”** means any and all claims, costs, charges and expenses made against any of the present or former directors and officers of the Company, by reason of their respective capacities as directors and/or officers of the Company for which the Company has indemnified the directors and officers pursuant to and subject to paragraphs 21, 22 and 23 of the Initial Order.

“Court” has the meaning set out in the Recitals.

“Directors’ Charge” means the charge in favour of directors and officers of the Company granted pursuant to paragraph 22 of the Initial Order in the amount not to exceed \$2.3 million.

“Distribution” has the meaning set out in the Recitals.

“Distribution Order” has the meaning set out in the Recitals.

“Initial Order” has the meaning set out in the Recitals.

“JPM” has the meaning set out in the Recitals.

“Maximum Amount” has the meaning set out in Section 2.6 hereof.

“Receiver or Trustee” has the meaning set out in Section 3.2 hereof.

“Reimbursement Amount” has the meaning set out in Section 2.3 hereof.

“Requesting Party” has the meaning set out in the Recitals.

“Reserve” has the meaning set out in the Recitals.

“Term” means the term of this Agreement commencing on the date hereof and ending on the day that is the earlier of (a) two (2) years from the date hereof, (b) the day on which the aggregate amount of all Reimbursement Amounts paid hereunder equal to \$1.8 million or such greater amount as contemplated by Section 2.6 hereof, or (c) if any Claims are made before the expiration of two (2) years from the date hereof, the date on which the final determination of all Claims has been made and, if any such Claims are determined to be valid, all Reimbursement Amounts in respect of any such Claims have been paid.

ARTICLE 2 – PAYMENT, RECEIPT AND REIMBURSEMENT

2.1 The Monitor shall make the Distribution to the Trustee, on behalf of the Holders, following the making of the Distribution Order.

2.2 Upon receipt of the Distribution, the Holders shall furnish the Monitor with such duly executed proofs of receipt as the Monitor may reasonably require.

2.3 Subject to Section 2.6 hereof, during the Term of this Agreement, the Holders shall forthwith, upon receipt of a written request from the Requesting Party, reimburse and pay to the Requesting Party the amount of the Distribution or portion thereof requested by the Requesting Party in such written request (collectively, the “**Reimbursement Amount**”), in the following circumstances:

- (a) if a Claim is or Claims are made against any of the present or former directors and officers of the Company, and such Claim or Claims have been accepted by the Requesting Party and the Monitor, in consultation with Holders, to be a valid Claim or Claims or determined to be a valid Claim or Claims by an order of the Court in accordance with Section 2.4 hereof, but only to the extent that such Claim is or Claims are secured by the Directors’ Charge and such Claim is or Claims are in excess of the Reserve; and
- (b) the written request shall contain (i) a statement of the Reimbursement Amount together with the appropriate calculations and supporting documentation to the extent available, (ii) the description of the nature of the claim, and (iii) a statement that the Reimbursement Amount is either in excess of the Reserve or that there are insufficient funds in the Reserve to satisfy the Claim or Claims.

The obligation of each Holder to pay any reimbursement Amount under this Agreement shall be rateable according to its Applicable Percentage. The obligation of each Holder to pay any Reimbursement Amount or any other amount under this Agreement is a separate obligation of each Holder, and that obligation of each Holder is not the joint obligation of any other Holder.

2.4 The parties agree that:

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- (a) The Monitor and the Requesting Party, in consultation with the Holders shall, acting reasonably, determine whether the Claim or Claims made against any of the present or former directors and officers of the Company are valid. Any reasonable defence costs (including fees and expenses of legal counsel and other professionals) that may be incurred in connection with defending such Claim or Claims shall be the obligation of the Holders, provided that the amount of such obligation, together with any amounts paid by the Holders pursuant to this Agreement shall not exceed the Maximum Amount. To the extent that (i) the resolution cannot be reached between the Monitor, the Requesting Party and the Holders in respect of the validity of the Claim or Claim or (ii) the Holders fail to pay any defence costs (including fees and expenses of legal counsel and other professionals) in connection with defending such valid Claim or Claims, the Monitor or the Requesting Party shall apply to Court, on notice to counsel to the Holders, for advice and direction to have these matters resolved, including the application of the Distribution and the Reserve to such Claim or Claims.
- (b) Subject to paragraph 2.4(a), the Reserve shall be applied in payment of any Claim or Claims prior to the issuance of a written request to the Holders.

2.5 To the extent that the Reimbursement Amount is paid by the Holders pursuant to the terms of this Agreement, the Trustee and Barzel Finco will enjoy the same rights and remedies as if such Reimbursement Amount had never formed part of the Distribution, and no claim of the Holders shall be released, diminished or otherwise prejudiced by its receipt of the Reimbursement Amount as part of the Distribution.

2.6 The extent of liability of the Holders at any time to pay any Reimbursement Amounts hereunder shall not exceed the amount of \$1.8 million in the aggregate, provided, however that in the event that the Monitor distributes the Reserve, or any part thereof, to the Holders, the liability of the Holders to pay any Reimbursement Amounts hereunder shall be increased by the amount of the Reserve, or any part thereof so distributed (the “**Maximum Amount**”).

2.7 Other than the written request specified in Sections 2.3 and 2.4 hereof, the Requesting Party shall not be obliged to make any demand upon or commence any proceeding or action or otherwise seek any recourse or remedy against the Holders before being entitled to receive the Reimbursement Amount.

2.8 The liability of the Holders to pay the Reimbursement Amount hereunder shall be continuing and irrevocable and a fresh cause of action shall be deemed to arise in respect of each request for the Reimbursement Amount made in accordance with the terms of this Agreement.

2.9 Except with respect to any request for payment of the Reimbursement Amount made prior thereto, the liability of the Holders hereunder shall terminate upon, and no further liability of the Holders hereunder shall exist following the expiration of the Term.

2.10 Neither the entering into nor the observance or performance of the terms of this Agreement shall be or be deemed to constitute a waiver or abandonment by the Secured Lenders, the Trustee or Barzel Finco of any claim, demand or cause of action of the Secured Lenders against the Company or the Canadian Proceeds or any security, hypothec or priority in respect thereof.

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ARTICLE 3 – AUTHORITY, RECEIVERSHIP AND BANKRUPTCY

3.1 The Secured Lenders acknowledge that the Monitor is acting solely in its capacity as Monitor of the Company in the CCAA Proceedings and shall have no personal liability in connection with entering into or performing its obligations pursuant to the terms of this Agreement.

3.2 In the event that subsequent to the date of this Agreement, Deloitte & Touche Inc. is appointed as an interim receiver, receiver, receiver and manager or trustee in bankruptcy (collectively, the “**Receiver or Trustee**”) with respect to the Company or all or any part of its assets, property and undertaking, all references herein to the Monitor shall be deemed to include Deloitte & Touche Inc. in its capacity as the Receiver or Trustee, as applicable, all references herein to the CCAA Proceedings shall be deemed to include the applicable receivership or bankruptcy proceedings, and all references herein to the CCAA shall be deemed to include the *Bankruptcy and Insolvency Act* (Canada) and/or the *Courts of Justice Act* (Ontario) as the context requires.

ARTICLE 4 – NOTICE

4.1 All payments and communications which may be or are required to be given by a party hereto shall (in the absence of any specific agreement to the contrary) be in writing and shall be delivered, faxed, e-mailed or sent by prepaid registered mail to the other parties at their following respective addresses, facsimile numbers or e-mail addresses:

In the case of the Monitor to:

Deloitte & Touche Inc.



Toronto, Ontario ●

Attention: Mr. Paul Van Eyk
Fax Number: 416-601-6648
E-mail: pvaneyk@deloitte.ca

with a copy to:

Osler, Hoskin & Harcourt LLP
Box 50, 1 First Canadian Place
Toronto, Ontario M5X 1B8

Attention: Marc S. Wasserman
Fax Number: 416-862-6666
E-mail: mwasserman@osler.com

In the case of Holders to:



Attention: ●
Fax Number: 416-●
E-mail: ●

In the case of the Company to:

Barzel Industries Canada Inc.

●
Attention: ●
Fax Number: 416-●
E-mail: ●

with a copy to:

Davies Ward Phillips & Vineberg LLP

44th Floor, 1 First Canadian Place
Toronto, Ontario M5X 1B

Attention: Robin B. Schwill
Fax Number: 416-863-0871
E-mail: rschwill@dwpv.com

And if any payment or communication is sent by prepaid registered mail, it shall, subject to the following sentence, be conclusively deemed to have been received on the third Business Day following the mailing of it and, if delivered, telecopied or e-mailed, it shall be conclusively deemed to have been received at the time of delivery or transmission. Notwithstanding the foregoing provisions with respect to mailing, in the event that it may be reasonably anticipated that, due to any strike, lock-out or similar event involving an interruption in postal service, any payment or communication shall not be received by the addressee by no later than the third business day following the mailing of it, then the mailing of any payment or communication as mentioned shall not be an effective means of sending it but rather any payment or communication must then be sent by an alternative means of transportation which it may reasonably be anticipated shall cause the payment or communication to be received reasonably expeditiously by the addressee. Each party may from time to time change its address by notice to the others in accordance with this section.

ARTICLE 5 – GENERAL PROVISIONS

5.1 Each of the parties to this Agreement covenants with the others that it shall at all times and from time to time execute such documents, various consents and other instruments and do all such acts and shall cause its nominee or nominees to so act, as may be necessary or desirable to give full effect to the provisions and the intention of this Agreement.

5.2 No amendment hereto shall be binding upon the parties unless it is in writing and is executed by all of the parties hereto.

5.3 This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

5.4 The failure of any party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto, or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way affect the validity of this Agreement or deprive the applicable party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

5.5 Each party acknowledges that this Agreement constitutes the entire agreement among the parties hereto regarding the subject matter herein and that there are no rights, representations, conditions, warranties or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than those contained herein.

5.6 Time shall be of the essence of this Agreement and each and all of its provisions.

5.7 If any action is required to be taken hereunder on or by a specified date which is not a Business Day, then such action shall be valid if taken on the next Business Day.

5.8 The division of this Agreement into Articles, Sections and Subsections is for convenience of reference only and is not to affect its construction or interpretation. Words herein in the singular include the plural and vice-versa and words in one gender include all genders.

5.9 This Agreement will be binding upon and enure to the benefit of the respective successors and assigns of the parties (including any successors by reason of amalgamation). However, no assignment of this Agreement by any party will have force or effect unless made with the prior written consent of the others.

5.10 This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or e-mail and all such counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date above first written.

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**DELOITTE & TOUCHE INC. in its
capacity as Monitor of Barzel Industries
Canada Inc. and not its personal capacity**

By: _____
Name: Paul Van Eyk
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A.

By: _____

Name: ●
Title: ●

CIBC WORLD MARKETS CORP.

By: _____
Name: ●
Title: ●

BARZEL INDUSTRIES CANADA INC.

By: _____
Name: ●
Title: ●

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EXHIBIT H

Barzel Industries Canada, Inc.
Cash Flow Forecast

(Unaudited)
(In \$'000 CDN) (Note 1)

	ACT	FCST	FCST	FCST	FCST	Total
	November 2009	December 2009	January 2010	February 2010	March 2010	
Monitor - Funds Held in Trust						
Beginning Cash on Hand		5,945	1,416	1,266	1,266	-
Receipts:						
Allocation of Barzel Canada Sales Proceeds		-	-	-	-	6,129
Total Receipts		-	-	-	-	6,129
Disbursements:						
Monitor and Counsel Fees						
Deloitte - Monitor		(50)	(50)	-	-	(100)
Osler - Monitor Counsel		(50)	(50)	-	-	(100)
Davies - Barzel Canada Counsel		(50)	(50)	-	-	(284)
		(150)	(150)	-	-	(484)
Other Obligations						
Potential D&O Type Obligations (Note 2)		-	-	-	-	-
Fund Distributions						
Distribution to Secured Lenders (Note 3)		(4,379)	-	-	-	(4,379)
Distribution to Trustee in Bankruptcy (Note 4)		-	-	-	(500)	(500)
		(4,379)	-	-	(500)	(4,879)
Total Disbursements		(4,529)	(150)	-	(500)	(5,363)
Net Cash Flow		(4,529)	(150)	-	(500)	766
Ending Cash on Hand		1,416	1,266	1,266	766	766
Barzel Canada - Cash on Hand						
Beginning Cash on Hand		230	120	10	(0)	501
Receipts:						
Allocation of Barzel Canada Sales Proceeds		-	-	-	-	390
Tax Refunds		-	-	-	-	-
Total Receipts		-	-	-	-	390
Disbursements:						
Payroll and Benefit Liabilities						
Employee Obligations		-	-	-	-	(399)
Retention Incentive Plan		-	-	-	-	(139)
Other Employee Benefits		-	-	-	-	(89)
Wind-down Costs		-	-	-	-	(34)
		-	-	-	-	(661)
Income and Sales Taxes						
Sales Tax Remittances		(100)	(100)	-	-	(200)
Contracted Tax Consultant		(10)	(10)	(10)	-	(30)
Other Income Tax Return Related Expenses		-	-	-	-	-
		(110)	(110)	(10)	-	(230)
Other Obligations						
Potential Other Obligations		-	-	-	-	-
		-	-	-	-	-
Total Disbursements		(110)	(110)	(10)	-	(891)
Net Cash Flow		(110)	(110)	(10)	-	(501)
Ending Cash on Hand (Note 5)		120	10	(0)	(0)	(0)

Note 1: USD funds have been converted to CDN dollars using an exchange rate of 1.05.

Note 2: Of the \$6.1 million allocation of Barzel Canada sales proceeds transferred to the Monitor, \$500k is held as a reserve for Directors' Charge obligations. Barzel Canada does not anticipate Directors' Charge obligations will be incurred by the Monitor, however the reserve is available if required. Furthermore, funds can be made available to the Monitor to settle Directors' Charge obligations through a Reimbursement Agreement.

Note 3: The initial distribution to Secured Lenders will be the allocation of Barzel Canada sales proceeds less the \$1.75 million reserve to satisfy any priority payables including the Directors' Charge, Administration Charge, and amounts required for administration of the estate. A subsequent distribution to Secured Lenders will be disbursed if funds are available after all priority payables have been satisfied.

Note 4: Depending on the proposed date of bankruptcy, the transfer of funds required to administer the bankrupt estate may be disbursed prior to March 2010.

Note 5: The majority of funds in the possession of Barzel Canada are forecasted to settle Director's Charge type obligations and liabilities to wind down the entity. In the circumstance where funds remain after settling such obligations, funds will be transferred to the Monitor, to be distributed according to directions provided by the Distribution Order.