

## CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release ("Agreement") is entered into this 9<sup>th</sup> day of **December 2011**, between **Jeremiah Yamamoto** (the "Employee") and **North American Iron And Steel Company** ("the Employer"), on its own behalf and on behalf of its parents, subsidiaries and affiliates, and their respective predecessors, successors, assigns, representatives, officers, directors, agents and employees. WHEREAS Employee's employment will be terminated effective **December 16<sup>th</sup>, 2011**. NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein after set forth, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Payable to Employee: North American Iron And Steel Company agrees to pay Employee (**Jeremiah Yamamoto**) **\$639,000.00 (Six Hundred Thirty Nine Thousand Dollars)** because of the injury he sustained on **September 13<sup>th</sup>, 2011** while working for North American Iron And Steel Company which lead to his disability. This Amount must be paid in full within 12 Months from the date of this Agreement.
2. No Further Compensation Owed: Employee agrees and represents that no other form of monetary compensation, including but not limited to: wages, commissions, benefits, bonuses, vacation pay, sick pay, stock, stock options, or severance, is owed to Employee other than that which is provided for in Paragraph 1 above. Employee further agrees that Employee will not continue to accrue any additional vacation and /or additional monetary benefit during the period Employee is receiving payment.
3. Assistance to North American Iron And Steel Company: The Employee agrees to cooperate with North American Iron And Steel Company to provide all information that North American Iron And Steel Company may hereafter reasonably request with respect to matters involving the Employee's present or former relationship with North American Iron And Steel Company, the work the Employee has performed, or present or former employees or customers of North American Iron And Steel Company, so long as such requests do not unreasonably interfere with any other job in which the Employee is engaged. North American Iron And Steel Company agrees to reimburse the Employee for all reasonable out-of-pocket costs Employee incurs in connection herewith.
4. Confidentiality and Non-Disclosure: The Employee shall not disclose the fact of this Agreement, the settlement amount, the terms of this Agreement, the facts and circumstances giving rise to this Agreement, or the existence of any claim that Employee has, or may have, that is subject to the release of claims contained in this Agreement, to anyone other than the Employee's spouse, immediate family members, attorney and/or tax and financial advisors unless legally required to do so. Should the Employee disclose information about this Agreement to the Employee's spouse, immediate family members, attorney and/or tax and financial advisors, the Employee shall advise such persons that they must maintain the strict confidentiality of such information and must not disclose it. In the event that the Employee is legally required to disclose the information covered by this paragraph, Employee agrees to immediately notify North American Iron And Steel Company.

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5. Termination of Employment/Re-Employment. The Employee's employment relationship with North American Iron And Steel Company has been terminated. The Employee understands and agrees that, Employee is ineligible to be re-employed by North American Iron And Steel Company, its subsidiaries, affiliates, parents or divisions in the future and that Employee will not knowingly apply for a position with North American Iron And Steel Company.
6. Return of Property. As a condition precedent to the Employee's receipt of the monetary payment provided under this Agreement, the Employee shall return all North American Iron And Steel Company property possessed by the Employee to North American Iron And Steel Company Human Resources Department, including all documents, disks, and other items containing confidential and/or proprietary information, as defined in paragraph 9, below.
7. Confidential and/or Proprietary Information. The Employee agrees that Employee has not and in the future will not use or disclose to any third party Confidential Information, unless compelled by law and after notice to North American Iron And Steel Company, and further agrees to return all documents, disks, or any other item or source containing Confidential Information, or any other North American Iron And Steel Company property, to North American Iron And Steel Company upon execution of this Agreement. If the Employee has any question regarding what data or information would be considered by North American Iron And Steel Company to be information subject to this provision, the Employee agrees to contact North American Iron And Steel Company for clarification.
8. Non-Admission. This Agreement does not constitute an admission by North American Iron And Steel Company or Employee of any violation of any law or statute.
9. Non-Disparagement and Incitement of Claims. The Employee agrees that the Employee will not make or cause to be made any statements that disparage, are inimical to, or damage the reputation of North American Iron And Steel Company In the event such a communication is made to anyone, including but not limited to the media, public interest groups and publishing companies, it will be considered a material breach of the terms of this Agreement and the Employee will be required to reimburse North American Iron And Steel Company for any and all compensation and benefits paid under the terms of this Agreement.
10. Entire Agreement. This Agreement contains the entire agreement and understanding between the Employee and North American Iron And Steel Company with respect to Employee's separation from North American Iron And Steel Company any and all disputes or claims that the Employee has, or could have had, against North American Iron And Steel Company as of the date this Agreement is executed, and supersedes all other agreements between the Employee and North American Iron And Steel Company with regard to Employee's employment, compensation or any disputes or claims. This Agreement shall not be changed unless in writing and signed by both the Employee and North American Iron And Steel Company.

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11. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions, which shall remain in full force and effect.
12. Governing Law. This Agreement has been entered into in the state of California and it is to be interpreted under California law.
13. Employee's Acknowledgement. The Employee acknowledges that no representation, promise or inducement has been made other than as set forth in this Agreement, and that the Employee enters into this Agreement without reliance upon any other representation, promise or inducement not set forth herein. The Employee further acknowledges and represents that Employee assumes the risk for any mistake of fact now known or unknown, and that Employee understands and acknowledges the significance and consequences of this Agreement and represents that its terms are fully understood and voluntarily accepted. The Employee also acknowledges (a) that Employee has consulted with or has had the opportunity to consult with an attorney of Employee choosing concerning this Agreement and has been advised to do so by North American Iron And Steel Company, and (b) that Employee has read and understands this Agreement, is fully aware of its legal effect, and has entered into it freely and voluntarily based on Employee own judgment. The Employee acknowledges that Employee has been given a reasonable time to consider the terms of this Agreement.
14. Twenty-One Day Consideration Period. The Employee acknowledges that Employee has been given a period of at least twenty-one (21) days to consider the terms of this Agreement and, if Employee should execute it prior to the expiration of the twenty-one day consideration period, knowingly waives Employee right to consider this Agreement for twenty-one days.
15. Seven-Day Revocation Period. The Employee acknowledges that Employee may, for a period of seven (7) days following the execution of this Agreement, revoke acceptance thereof. This revocation must be done in writing and delivered to North American Iron And Steel Company Legal Department before the close of business on the seventh day. This Agreement shall not become effective until the expiration of this seven-day revocation period.
16. Headings. The headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
17. Collection and Legal Fees. In the event of default this Agreement may be turned over for collection and North American Iron And Steel Company agrees to pay all reasonable legal fees, collection and enforcement charges to the extent permissible by law, in addition to other amounts due.

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BY SIGNING AND DELIVERING THIS AGREEMENT, THE EMPLOYEE STATES:

(A) HE HAS READ IT AND UNDERSTANDS IT AND HAS AT LEAST 21 DAYS TO CONSIDER IT AND A PERIOD OF SEVEN DAYS AFTER EXECUTING IT TO REVOKE IT;

(B) HE AGREES WITH IT AND IS AWARE THAT HE IS GIVING UP IMPORTANT RIGHTS, INCLUDING RIGHTS PROVIDED BY THE OLDER WORKERS BENEFIT PROTECTION ACT, FOR CONSIDERATION TO WHICH HE WAS NOT ALREADY OTHERWISE ENTITLED;

(C) HE WAS ADVISED TO, AND IS AWARE OF HIS RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING IT; AND

(D) HE HAS SIGNED IT KNOWINGLY AND VOLUNTARILY.

JEREMIAH YAMOMOTO

By /s/ Jeremiah Yamomoto



Date: 12/09/2011

NORTH AMERICAN IRON AND  
STEEL COMPANY

By /s/ Jared Castillo



Title: VICE PRESIDENT

Date: 12/09/2011

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